

**Board of Chosen Freeholders
Morris County, New Jersey**

Resolution No. 7

Adopted: October 24, 2018

BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Morris in the State of New Jersey as follows:

- 1) The Director of the Board of Chosen Freeholders is hereby authorized to sign and execute a Shared Services Agreement with Harding Township for local health services provided by the County's Department of Law & Public Safety to Harding Township for the period January 1, 2019 through December 31, 2023, a copy of which is on file in the Office of the Department of Law & Public Safety and made a part hereof by reference.
- 2) The Township of Harding will reimburse the County for said services each year in accordance with the terms of the agreement.
- 3) This resolution shall take effect in accordance with the law.

I hereby certify the above to be a true copy of a resolution adopted by the Board of Chosen Freeholders of the County of Morris at a regular meeting on October 24, 2018.


Debra L. Lynch, Clerk of the Board

SHARED SERVICES AGREEMENT FOR PUBLIC HEALTH SERVICES

THIS AGREEMENT is made this 24th day of Oct 20 18, by and between the County of Morris, Department of Law & Public Safety, Office of Health Management, with offices located at 634 West Hanover Avenue, Morris Township, NJ 07961 (hereinafter called "Provider") and the Township of Harding, with offices located at 21 Blue Mill Road, New Vernon, NJ 07976 (hereinafter called the "Recipient").

WHEREAS, the Provider and the Recipient seek to enter into a Shared Services Agreement for the furnishing of local health services to the Recipient by the Provider in accordance with the Local Health Services Act as codified at N.J.S.A. 26:3A2-1, et seq.;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements contained herein, the Parties agree as follows:

1. The Provider shall provide the services of a properly licensed Health Officer, licensed Registered Environmental Health Specialist(s), licensed Public Health Nurse, and certified Health Educator together with such other properly trained and experienced personnel as may be required, necessary or prudent, to carry out and discharge within the territorial jurisdiction of the Recipient, the public health services and activities in accordance with N.J.A.C. 8:52-1.1 et seq., Public Health Practice Standards of Performance for Local Boards of Health in New Jersey.
2. The Provider shall provide local health services as set forth in the Programmatic Proposal of Public Health Services attached hereto and marked as "Exhibit A".

Health Officer Authority & Responsibilities

3. The Recipient shall designate the Provider's Health Officer as Health Officer of the Recipient. The Health Officer shall be vested with all of the authorities provided in N.J.A.C. 8:52-1.1 et seq., on behalf of the Recipient.

4. The Health Officer shall plan, organize, and implement public health services provided to the Recipient in accordance with N.J.A.C. 8:52-1.1 et seq.
5. The Health Officer and/or his authorized designee shall serve as the Recipient's general agent for the enforcement of public health laws of the state and local public health ordinances during the term of this agreement.
6. The Health Officer shall manage and supervise all public health personnel providing services to the Recipient, including those employed directly by the Recipient, pursuant to N.J.A.C. 8:52-1.1, et seq.
7. The Health Officer shall advise and assist the Recipient with respect to violations of statutes and ordinances relating to public health.
8. The Health Officer shall advise the Recipient in writing whether a premises inspected meets the qualifications for a license, permit, or certification required to be issued by the Recipient in accordance with local ordinances.
9. The Health Officer or his designee shall be authorized by municipal ordinance to suspend, revoke, or cancel a license, permit, or certification issued by the Recipient and to summarily order a licensed or permitted premises closed when, in the opinion of the Health Officer or his designee, such action is necessary to abate an existing or threatened menace to public health.
10. The Health Officer shall furnish the Board of Health with reports of all services rendered to the Recipient including services provided under the terms of this agreement. Reports shall be prepared and provided to the Recipient on a monthly basis and no later than two (2) days prior to a scheduled Board of Health meeting. In addition to monthly reports, the Health Officer shall file the Local Health Evaluation Report on an annual basis with and by the due date set by the NJ Department of Health.
11. The Provider's Registered Environmental Health Specialist shall attend the Recipient's Board of Health monthly meetings. In the event the Provider's Registered Environmental

Health Specialist is not able to attend a scheduled meeting due to sick, personal, or other leave, the Health Officer shall assign a designee to attend the meeting.

Recipient General Responsibilities

12. The Recipient shall furnish the Health Officer with a written list of dates and times for all Board of Health meetings no later than December 31st of the year prior to such scheduled meetings.
13. The Recipient's Registered Environmental Health Specialist shall attend the Recipient's Board of Health monthly meetings
14. The Recipient shall provide the Provider's Health Officer or designee advanced notice, as soon as reasonably possible, of any Board of Health meeting cancellations.
15. The Recipient shall maintain, at its own expense, an employee who will receive all telephone calls and act as the secretary to the Recipient's Health Department. He/she shall be physically present in the municipal offices to confer with the public as necessary or required for the day-to-day operation of the office including the receipt of complaints from the public and relaying such complaints in a timely manner to the Provider.
16. The Recipient shall ensure that adequate coverage is provided in the event the employee serving as the Recipient's Health Department Secretary is unavailable as a result of family leave, illness, or disability for any period of time.
17. The Recipient shall maintain, at its own expense, one or more full-time Registered Environmental Health Specialist(s) for the provision of environmental health activities in accordance with N.J.A.C. 8:52-1.1, et seq.
18. The Recipient's Registered Environmental Health Specialist(s) shall be available for emergency responses associated with emergency occurrences at retail food establishments in accordance with the State Sanitary Code (N.J.A.C. 8:24) and/or any other emergency responses required pursuant to state regulations or local ordinances.

19. The Recipient's Registered Environmental Health Specialist(s) shall be available for to assist the Provider's Registered Environmental Health Specialist with temporary retail food establishment inspections, as may be needed, which occur after the Recipient's business hours.
20. The Recipient shall ensure that adequate coverage is provided in the event the employee serving as the Recipient's Registered Environmental Health Specialist is absent as a result of family leave, illness, or disability for any period of time exceeding two consecutive weeks. The Provider shall provide the Recipient with Registered Environmental Health Specialist coverage for emergency occurrences at licensed establishments, emergencies related to private wells, and emergencies related to septic systems during such period of extended absence. The Provider shall also provide the Recipient with Registered Environmental Health Specialist coverage for emergency occurrences at licensed establishments, emergencies related to private wells, and emergencies related to septic systems during periods of time that the Recipient's Registered Environmental Health Specialist is on vacation or on other non-medical leave provided that such vacation or non-medical leave does not exceed two consecutive weeks. In the event the Recipient is unable to provide adequate Registered Environmental Specialist coverage beyond two consecutive weeks, the Provider shall provide such coverage and the Recipient shall be responsible for reimbursing the Provider at the current hourly rate for the employee providing said coverage.
21. The Recipient shall maintain, at its own expense, a Registrar of Vital Statistics, Deputy Registrar of Vital Statistics, and/or Alternate Registrars in accordance with N.J.A.C. 26:8-1.
22. The Recipient shall provide and permit the Health Officer to use the Recipient's letterhead for letters, memorandum, and notices for services provided under the terms of this agreement.

23. The Provider shall provide the services of properly licensed Public Health Nurse for the provision of public health nursing activities set forth in the Program Proposal of Public Health Services attached hereto and marked as "Exhibit A". In the event, the Recipient requests additional public health nursing hours above those set forth in "Exhibit A", the Recipient shall pay the Provider for the additional requested hours at the employee's current hourly rate.
24. The Recipient shall provide the following at the Recipient's Health Department for use by the Public Health Nurse: a desk, telephone with voicemail capabilities which can be accessed remotely, secure internet access, facsimile capabilities, and a file cabinet with a lock for the storage of medical records.
25. On days when the Public Health Nurse is not stationed in the Recipient's Municipal Building, the Provider shall be available during standard business hours to answer inquiries from residents related to public health nursing via telephone.
26. The Recipient shall provide the following at the Recipient's Health Department for use by the Provider's Registered Environmental Health Specialist: a desk, telephone with voicemail capabilities which can be accessed remotely, secure internet access, and facsimile capabilities.

Animal Control & Rabies Prevention

27. The recipient shall maintain, at its own expense, an Animal Control Officer(s) in accordance with N.J.S.A. 4:19-15.16b. The Animal Control Officer(s) shall be responsible for: the issuance of confinement orders; observing of animals for signs or symptoms of rabies during and/or at the conclusion of the confinement period; releasing of animals from confinement once the confinement period as set forth by the New Jersey Department of Health has concluded; informing the Health Officer or his designee of bites or injuries caused by animals to persons or other animals no later than the next business day after having received such a report; informing the health officer of any dog

impounded as potentially dangerous under the provisions set forth at N.J.S.A. 4:19-17 et seq.

28. The Recipient shall maintain, at its own expense, the services a licensed veterinarian for the preparation of animal specimens requiring testing for rabies.
29. The Recipient's Animal Control Officer(s) shall be responsible for preparation of required documents and transport of animal specimens to the NJ Department of Health for rabies testing, provided that in cases where a human or domestic animal has been exposed to a potentially rabid animal and the nature of such exposure in the Health Officer's opinion shall not permit delay in testing, the Recipient's Registered Environmental Health Specialist shall be authorized to prepare required documents and personally transport or submit the animal specimen via an approved courier for testing. In the event the Recipient's Registered Environmental Health Specialist is unavailable as a result of vacation, personal, or family leave, illness, or disability for any period of time, the Provider's Health Officer or his designee shall ensure delivery of such animal specimens for testing.
30. The Provider's Health Officer or his designee shall be responsible for ensuring that victims of animal bites and/or injuries are notified in writing about necessary medical attention for the prevention of rabies infection. In the case where a domestic animal is the victim of an animal bite or injury, the Provider's Health Officer or his designee shall be responsible for ensuring that the domestic animal's owner is notified in writing about necessary veterinary attention for the prevention of rabies infection.
31. The Recipient shall be responsible for the performance of an annual or biannual dog census in accordance with municipal ordinances and reporting results of the same to the Health Officer.

32. The Provider shall acquire rabies vaccinations and syringes if provided by the NJ Department of Health for the Recipient. The Recipient shall provide six (6) months notice as to the intended date(s) for such clinics.
33. The Recipient shall ensure that a minimum of one rabies clinic is provided annually. The Recipient shall be responsible for all costs incurred related to staffing of said clinic including the cost of a licensed veterinarian(s), veterinarian technician(s), and all other necessary staff.

Clinical Services

34. The Provider shall be responsible for the provision of no more than two (2) annual seasonal influenza immunization clinics for the Recipient's residents and municipal employees. The Provider shall be responsible for the costs associated with the purchase of vaccines, clinical supplies, and the compensation of clinical, medical, or clerical personnel staffing such clinics. The Provider reserves the right to contract with a properly licensed medical provider for the provision of annual seasonal influenza immunization clinics. The Provider agrees to consult with and solicit input from the Recipient regarding the initial selection of a medical provider and/or any subsequent renewal of contracts with a medical provider. During such consultation, the Recipient shall be afforded the opportunity to detail issues or concerns regarding selection of a medical provider and subsequent renewal of contracts for a medical provider.
35. The Provider reserves the right to contract with a properly licensed medical provider for Child Health Conference activities set forth in the Programmatic Proposal of Public Health Services attached hereto and marked as "Exhibit A".
36. Where public health services, such as clinics, are to be carried out on premises provided by the Recipient, the adequacy of such premises shall be subject to the approval of the Provider, and the Provider may elect to designate other premises within the Recipient's jurisdiction if those provided by the Recipient are judged inadequate by the Provider.

Health Education & Promotion

37. The Provider shall permit the Recipient to add a web link to the Office of Health Management website on its municipal health department's web page.
38. The Provider agrees to posting and updating of relevant health education and public health information on its website. The Provider shall provide the Recipient with the same health education and public health information for addition to the Recipient's health department website. The Recipient shall be responsible for any costs incurred for addition of information to and maintenance of its health department website. The addition of health education and public health information on the Provider's Office of Health Management website shall be subject to the approval of the Health Officer and/or appropriate officials of the County of Morris.

Public Health Emergencies

39. The Health Officer or his designee shall participate on the Recipient's Emergency Planning Council as the Public Health Representative. The Recipient shall identify the Provider as the lead public health agency in the Public Health Annex of the Recipient's Emergency Operations Plan. The Recipient shall provide the Health Officer with a copy of the Recipient's Public Health Annex. The Health Officer or his designee shall be capable of a response time within two (2) hours of notification from the Recipient's Emergency Management Coordinator.
40. The Recipient shall assume responsibility for any excess costs in labor, material, and equipment arising from the implementation of public health emergency plans including the running of emergency mass immunization and medication clinics beyond the scope of the services outlined in this Agreement and Program Proposal or for which state or federal funding has not been made to the Provider.

Cost & Fiscal Management

41. It is understood that the Provider and Recipient shall meet jointly periodically as may be deemed necessary by either party. Joint discussion will involve mutual problems and needs, objectives, methods of obtaining objectives and an evaluation of accomplishments.
42. The Recipient shall pay the Provider for the services provided under the terms of this Agreement as follows:
- a. A total of \$71,910.36 for calendar year 2019 to be paid in four quarterly installments of \$17,977.59.
 - b. A total of \$73,348.57 for calendar year 2020 to be paid in four quarterly installments, the first three of which shall be \$18,337.00 and the final fourth shall be \$18,337.57.
 - c. A total of \$74,815.54 for calendar year 2021 to be paid in four quarterly installments, the first three of which shall be of \$18,703.00 and the final fourth shall be \$18,706.54.
 - d. A total of \$76,311.85 for calendar year 2022 to be paid in four quarterly installments, the first three of which shall be of \$19,077.00 and the final fourth shall be \$19,080.85.
 - e. A total of \$77,838.09 for calendar year 2023 to be paid in four quarterly installments, the first three of which shall be of \$19,459.00 and the final fourth shall be \$19,461.09.
43. Calendar year quarters as referenced in the terms specified in clause number 42 of this agreement shall be defined as follows: Quarter 1 (January to March); Quarter 2 (April to June); Quarter 3 (July to September); and Quarter 4 (October to December).
44. Payment shall be made within thirty (30) days of submission of an invoice from the Provider to the Recipient or by other means as agreed by the Chief Fiscal Officers of both parties.

45. Any federal or state grants received by the Provider on behalf of the Recipient shall be retained and used by the Recipient for performance of activities required under such grant.
46. In the event that annual Public Health Priority Funding is provided by the NJ Department of Health to the Provider for the Recipient, the Provider shall deduct the Public Health Priority Funding awarded from the Recipient's annual payment for the corresponding calendar year. Deductions shall be made in the form of a credit on each payment voucher and such credit shall only be made after the Provider has received payment from the NJ Department of Health, Public Health Priority Funding Program. In the event that a Public Health Priority Funding payment is received after the close of the calendar year, the Provider shall provide the Recipient with a refund equaling the amount of the payment received.

Term of Agreement

47. It is understood that the term of this Agreement shall begin January 1, 2019 and terminate on December 31, 2023 unless extended or renegotiated to the mutual satisfaction of both the Provider and the Recipient prior to the termination date, and shall take effect following adoption of appropriate Resolutions by each of the contracting parties.
48. The term of this Agreement shall cover calendar years 2019 through 2023. Either Party may terminate this Agreement by giving one hundred eighty (180) days written notice to the other party. All written notice referenced in this paragraph shall be delivered to the Recipient at Township of Harding, at 21 Blue Mill Road, New Vernon, NJ 07976 and to the Provider at County of Morris, P.O. Box 900, Morristown, NJ 07963.
49. The Parties agree that the considerations set forth in this Agreement shall remain in full force and effect for the entire term of the Agreement, regardless of any and all increases in costs to the respective Parties for labor, materials, and equipment, as well as any taxes that may now be, or may be in the future, assessed against the Parties in connection with

the Parties' responsibility under this Agreement, and regardless of whether such increased costs occur as a result of any rule, regulation, statute, or requirement of any governmental agency or otherwise.

50. The Parties shall keep work under their control and shall not assign, transfer, or otherwise dispose of this Agreement, or any right or responsibility hereunder, without previous consent in writing by the Provider and Recipient, unless by and with the like consent of Provider and Recipient. Consent by the Provider and Recipient of an assignment of this agreement shall not, in any way, release Parties from their covenants and terms of this Agreement and the duties imposed hereunder.


Indemnification

51. In addition to the other rights and remedies of the parties herein, the Township of Harding agrees to indemnify and hold harmless the County of Morris, including its employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the Township of Harding personnel arising out of this Agreement or any of the obligations assumed by the Township of Harding hereunder, provided it is determined by a Court having the appropriate jurisdiction that the Township of Harding is solely or jointly responsible for such liability. In the event it is determined by a Court that the Township of Harding is not solely responsible for said liability, then the Township of Harding's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the Township of Harding. The Township of Harding, upon notice from the County, shall resist and defend, at the expense of the Township of Harding, such action or proceeding with counsel reasonably satisfactory to the County. In addition, at its option, the County may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Township of Harding obligation under this paragraph.

52. In addition to the other rights and remedies of the parties herein, the County agrees to indemnify and hold harmless the Township of Harding, including its officers, trustees, employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the County arising out of this agreement or any of the obligations assumed by the County hereunder, provided it is determined by a Court having the appropriate jurisdiction that the County is solely or jointly responsible for such liability. In the event it is determined by court that the County is not solely responsible for said liability, then the County's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the County. The County, upon notice from the Township of Harding, shall resist and defend, at the expense of the County, such action or proceeding with counsel reasonably satisfactory to the Township of Harding. In addition, at its option, the Township of Harding may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the County's obligation under this paragraph.
53. The Township of Harding agrees (a) that the law of the State of New Jersey shall be the operative law in this agreement and in any subsequent contract or any related matters; and (b) that the Township of Harding submits to the jurisdiction of the courts of the State of New Jersey as to any claims or disputes arising out of this agreement or any subsequent contract based on this agreement. This provision shall govern in spite of language to the contrary in any submitted proposal, supporting documentation or contract language submitted with or subsequent to the agreement.

IN WITNESS WHEREOF, the said parties have hereunto set their hands, seals, and caused these presents to be signed by their proper officers.

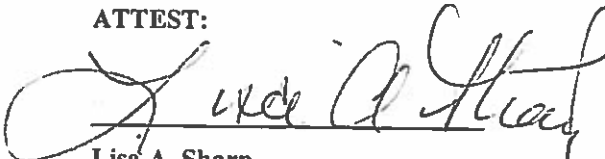
ATTEST:


Debra L. Lynch
CLERK OF THE BOARD

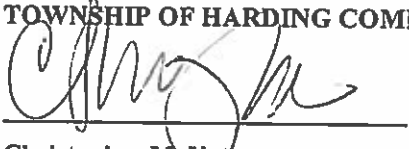
COUNTY OF MORRIS
BOARD OF CHOSEN FREEHOLDERS


Douglas R. Cabana
FREEHOLDER DIRECTOR

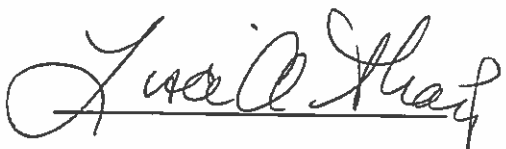
ATTEST:


Lisa A. Sharp
TOWNSHIP CLERK

TOWNSHIP OF HARDING COMMITTEE


Christopher M. Yates
MAYOR

ATTEST:


Lisa A. Sharp
BOARD OF HEALTH SECRETARY

TOWNSHIP OF HARDING
BOARD OF HEALTH

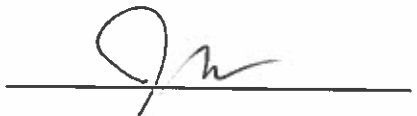

Dr. Joseph Cervone, M.D.
BOARD OF HEALTH CHAIRPERSON

EXHIBIT A

PROGRAMMATIC PROPOSAL OF PUBLIC HEALTH SERVICES

County of Morris, Department of Law & Public Safety, Office of Health Management
AND
Township of Harding, Board of Health

The Provider shall furnish the following local health services to the Recipient:

- A. Administration of Public Health Activities: Provision of a licensed Health Officer who shall: ensure compliance with N.J.A.C. 8:52, Public Health Practice Standards of Performance for Local Boards of Health in New Jersey; enforce state and local public health regulations; supervise and manage public health personnel; complete annual reports or other documents as authorized and required by the NJ Department of Health; prepare and exercise plans relative to public health emergencies; provide guidance to the Board of Health, and assist with review of any proposed local public health ordinances. The Health Officer or his/her designee shall attend Board of Health meetings, attend any required state public health conferences or meetings, and attend the Governmental Public Health Partnership meetings.

- B. Health Education & Promotion: Provision of a certified Health Educator to plan, implement, and evaluate health education programs and/or interventions at various venues in accordance with N.J.A.C. 8:52, Public Health Practice Standards of Performance for Local Boards of Health in New Jersey in areas such as: alcohol and drug abuse control; smoking prevention and cessation; nutrition; injury control; physical fitness and exercise; emergency preparedness; chronic disease (diabetes, cardiovascular, cancer); and communicable disease control. The Provider shall provide all health education materials. The Provider shall offer one food handling training in English and one food handling training in Spanish to food establishment staff at least once per year. Training will be provided in the Township of

Harding contingent on available space or at the Morris County Public Safety Academy, Parsippany-Troy Hills, NJ. Training may be open at the Provider's discretion to other municipalities contingent on available space. The Provider reserves the right to cancel any scheduled food handling class with less than five (5) registrants. The Recipient shall be entitled to send food handlers to training courses offered by the Provider in other municipalities.

C. Public Health Nursing, Communicable Disease, & Adult Health Services: Fulfill the requirements of N.J.A.C. 8:52, Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, Subchapter 7, Public Health Nursing along with the provision of child health conference clinics, childhood immunization clinics, and other public clinics and screenings (blood pressure screenings, flu shots, male and female cancer screenings). Specifically, services to be provided include:

1. Monthly Nursing Staffing at Recipient's Municipal Building – Provision of a Public Health Nurse at the Township Municipal Building for three and one-half (3.5) hours per month to permit the provision of consultations, blood pressure screenings, and referrals to seniors and residents. The Provider and the Recipient shall jointly meet to set forth a schedule for monthly public health nursing hours at the start of each calendar year. In the event the Provider is unable to adhere to a date in the adopted schedule, the Provider shall notify the Recipient and a session shall be rescheduled for a date and time that is mutually acceptable to both the Provider and Recipient.
2. Child Health Conference – Provision of Child Health Conference (CHC) clinics for infants and preschool children up to five years of age with specific emphasis on the medically indigent and based upon the most recent CHC guidelines from the NJ Department of Health. CHC clinics will be provided at least once per

month. Provision of necessary vaccinations. Provision of referrals and information relative to other medical and social service programs to parents. Provide assistance with establishing a medical home including referral to a Federally Qualified Health Center and/or enrollment in NJ Familycare.

3. Adult Health Services:

a. Cardiovascular Disease Services – Provision of hypertension screenings risk assessments, referrals, and educational information.

b. Diabetes Services – Provision of diabetes risk assessments, referrals, and educational information as needed.

c. Cancer Screening Services - Coordination of breast, cervical, and prostate screenings and educational programs with the NJ Cancer Education and Early Detection Screening Program. Provision of educational programs or materials on colon cancer risk factors and prevention.

d. Influenza Clinic – Provision of two influenza immunization clinics. Both clinics shall be offered to: Township employees; senior residents who are 65 years of age and older; residents who require immunization due to pre-existing medical conditions as per US Centers of Disease Control & Prevention recommendations; and/or residents who provide a physician's written recommendation. Provision of pneumonia vaccinations as needed. Provision of vaccinations including those for pneumonia is contingent on available supply and administration prioritization recommendations and/or directives issued by the U.S. Centers for Disease Control.

4. Communicable Disease Control – Provision of a comprehensive communicable disease control program in accordance with the State Sanitary Code (N.J.A.C. 8:57) which includes: surveillance for reportable diseases; investigation of reportable diseases; implementation of control measures for reportable diseases;

and collection of necessary specimens and ensuring specimen collected undergo the necessary laboratory analysis when required by the New Jersey Department of Health.

5. School Immunization Audits – Auditing of all preschools once per year and school audits at least once every three (3) years. Enforcement of school immunization regulations set forth in the State Sanitary Code (N.J.A.C. 8:57). Schools identified as having deficiencies will be subject to additional periodic surveys, audits, and enforcement action.

D. Environmental Health: Provision of a licensed Registered Environmental Health Specialist for performance of the following duties:

1. Monthly Environmental Health Staffing at Recipient's Municipal Building –

The Provider's Registered Environmental Health Specialist shall be physically present at the Recipient's Health Department six (6) hours per week for the purposes of performing office duties related to environmental health services as set forth herein, provided that:

- (a) said office hours may on occasion and as needed, include environmental health field work activities outside of the office;
- (b) office hours shall not be provided on legal holidays observed by the Provider;
- (c) the Provider and the Recipient shall jointly meet for the purpose of setting forth a schedule of office hours at the start of each calendar year;
- (d) the Provider reserves the right to change the schedule of office hours during the calendar year as may be reasonably required; and

(e) in the event the Provider is unable to adhere to a date in the adopted schedule, the Provider shall notify the Recipient and reschedule hours on a date and time that is mutually acceptable to both the Provider and Recipient.

2. Food Surveillance: Comprehensive surveillance program of retail food establishments and food/beverage vending machines in accordance with the State Sanitary Code (N.J.A.C. 8:24) and local ordinances governing the same. Specifically, services to be provided include: inspection of retail food establishments (includes institutions providing food services) at least twice per year; review and approval of plans for new food establishments or alterations to existing food establishments; inspection of vending machines dispensing potentially hazardous food at least once per year; investigation of complaints at local food establishments; initiation of enforcement action as needed; collection of food samples as required by the NJ Department of Health; condemnation or embargoing of adulterated or unwholesome food; assistance with investigation of foodborne illness or outbreaks as required.
3. Youth Camps: Performance of annual pre-operational and follow-up inspections of youth camps for compliance with the State Sanitary Code (N.J.A.C. 8:25).
4. Campgrounds: Performance of annual inspections and follow-up inspections of campgrounds in accordance with the State Sanitary Code (N.J.A.C. 8:22). Includes initiation of enforcement action as needed and complaint investigations at regulated campgrounds.
5. Recreational Bathing: Performance of inspections, follow-up inspections, and complaint investigations at regulated recreational bathing facilities including swimming pools, lakes, spas, and whirlpools in accordance with the State Sanitary Code (N.J.A.C. 8:26). Inspection at such facilities shall be performed at least twice during the facility's operating season. Follow-up inspections shall be

performed when deficiencies are found and enforcement action shall be initiated as needed.

6. Body Art Establishments: Performance of annual inspections and follow-up inspections of body art establishments in accordance with the State Sanitary Code (N.J.A.C. 8:27). Includes initiation of enforcement action as needed and complaint investigations at regulated body art establishments.
7. Tanning Facilities: Performance of annual inspections and follow-up inspections of tanning facilities in accordance with the State Sanitary Code (N.J.A.C. 8:28). Includes initiation of enforcement action as needed and complaint investigations at regulated tanning facilities.
8. Individual Subsurface Sewage Disposal Systems: Performance of site visits, plan reviews, inspections, complaint investigations, and enforcement actions in accordance with N.J.A.C. 7:9A, Standards for Individual Subsurface Sewage Disposal Systems.
9. Childhood Lead Poisoning Lead Hazard Investigations: Performance of assessments, inspections, review of abatement plans, and enforcement actions related to cases of childhood lead poisoning in accordance with N.J.A.C. 5:17 and N.J.A.C. 8:51.
10. Public Health Nuisances: Performance of public health nuisance complaint investigations as authorized by state statute, local ordinance, or regulation.
11. Rabies & Zoonotic Disease Control: Performance of inspections, follow-up inspections, and complaint investigations at regulated pet shops, shelters, and kennels in accordance with the State Sanitary Code (N.J.A.C. 8:23 and 8:23A). At least two inspections of such facilities will be performed annually.
12. Water Supply Systems (Individual & Semipublic): Review of applications for well permits, review of documents required for issuance of certificates of

compliance, site visits and investigation of complaints as necessary to confirm conformance with local board of health ordinance governing wells, and issuance of stop work orders as authorized by the Board of Health.

13. Emergency Response: Performance of emergency responses associated with emergency occurrences at retail food establishments in accordance with the State Sanitary Code (N.J.A.C. 8:24).

- E. Public Health Emergency Response & Preparedness – Provision and implementation of public health emergency preparedness plans relative to mass immunization/medication clinics, quarantine, bioterrorism, other hazards, and is indicated in the Recipient's emergency management plans. The Township of Harding agrees to provide the necessary staff including Township employees and/or volunteers to assist with developing and implementing the plans referenced in this section.

**RESOLUTION TC 18-185
TOWNSHIP COMMITTEE - TOWNSHIP OF HARDING
MORRIS COUNTY, NEW JERSEY
OCTOBER 15, 2018**

RESOLUTION APPROVING SHARED SERVICES AGREEMENT BETWEEN THE BOARD OF HEALTH AND THE COUNTY OF MORRIS PURSUANT TO N.J.S.A. 40A:65-10

WHEREAS, the Board of Health of the Township of Harding (“Board”) desires to enter into a Shared Services Agreement with the County of Morris for services related to its Health Department operations; and

WHEREAS, the Board and the County of Morris negotiated a Shared Services Agreement describing all necessary terms and conditions thereof which is attached hereto as Exhibit “A”; and

WHEREAS, pursuant to N.J.S.A. 40A:65-10, the Township Committee must approve said Shared Services Agreement before it can take effect.

BE IT RESOLVED, by the Township of Harding, in the County of Morris, State of New Jersey, as follows:

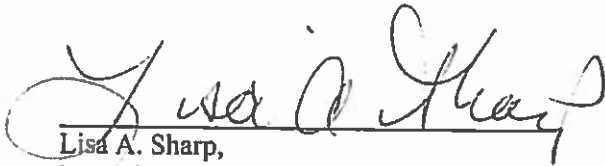
1. The Township Committee approves of the Shared Services Agreement between the Board of Health of the Township of Harding and the County of Morris.
2. A copy of this resolution shall be transmitted to the Board of Health.

DATED: October 15, 2018

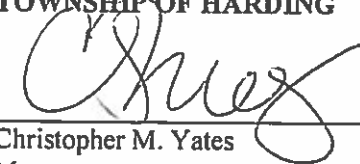
I, Lisa A. Sharp, hereby certify that the foregoing Resolution is a true, complete and accurate copy of a Resolution adopted by the Township Committee of the Township of Harding at a meeting held on October 15, 2018

ATTEST:

**TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF HARDING**



Lisa A. Sharp,
Municipal Clerk



Christopher M. Yates
Mayor

Vote on Resolution:

	MOTION	FOR APPROVAL	AGAINST APPROVAL	ABSTAIN
Ms. DiTosto	1st	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Jones		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Modi		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Platt		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Yates	2nd	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**RESOLUTION BOH #18-04
BOARD OF HEALTH
TOWNSHIP OF HARDING
MORRIS COUNTY, NEW JERSEY
OCTOBER 11, 2018**

**RESOLUTION AUTHORIZING THE BOARD CHAIRMAN AND BOARD SECRETARY
TO SIGN AN INTERLOCAL SERVICES AGREEMENT WITH THE COUNTY OF
MORRIS**

WHEREAS, the Board of Health of the Township of Harding (“Board”) desires to enter into a Shared Services Agreement with the County of Morris for services related to its Health Department operations; and

WHEREAS, the Board and the County of Morris negotiated a Shared Services Agreement describing all necessary terms and conditions thereof.

NOW, THEREFORE, BE IT RESOLVED by the Board of Health of the Township of Harding, in the County of Morris, State of New Jersey, as follows:

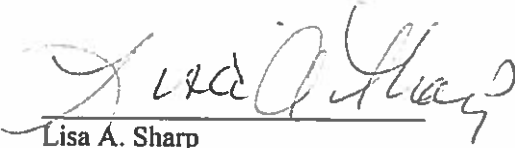
1. The Shared Services Agreement, attached hereto as Exhibit “A,” will be transmitted to the Township Committee of the Township of Harding (“Township Committee”) for approval pursuant to N.J.S.A. 40A:65-10.
2. Upon approval by the Township Committee, the Board Chairman and Board Secretary are hereby authorized to sign the Shared Services Agreement.
3. The Shared Services Agreement shall be kept on file at the Township of Harding and will be available for public inspection.

DATED: October 11, 2018

I, Lisa Sharp, hereby certify that the foregoing Resolution is a true, complete and accurate copy of a Resolution adopted by the Board of Health of the Township of Harding at a meeting held on October 11, 2018.

ATTEST:

**BOARD OF HEALTH OF THE
TOWNSHIP OF HARDING**



Lisa A. Sharp
Board Secretary



Christina McKittrick
Vice Chair

Vote on Resolution:

	MOTION	FOR APPROVAL	AGAINST APPROVAL	ABSTAIN
Mr. Boyan (Alt. #2)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dr. Cervone	absent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mrs. DiTosto	1 st	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dr. Kao (Alt. #1)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dr. Lacz	2 nd	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mrs. McKittrick		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Platt	absent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>