



2018-2019

BERGEN COUNTY DEPARTMENT
OF HEALTH SERVICES
AGREEMENT FOR BLOODBORNE
PATHOGEN PROGRAM
FOR THE
BOROUGH OF NEW MILFORD

2018-2019
BLOODBORNE PATHOGEN PROGRAM PROFESSIONAL AGREEMENT
BETWEEN THE
BOROUGH OF NEW MILFORD
AND
COUNTY OF BERGEN

THIS AGREEMENT made this 18 day of Dec, 2017, by and between the County of Bergen, Department of Health Services, which has offices located at One Bergen County Plaza, City of Hackensack, County of Bergen, State of New Jersey (hereinafter referred to as the "BCDHS") and the Borough of New Milford which has offices located at Borough of New Milford, County of Bergen State of New Jersey (hereinafter referred to as the "Municipality").

WHEREAS, the Municipality, through the provisions of N.J.S.A. 26:3A2-1 et seq. desires to contract for the furnishing of health services of a technical and professional nature, requires the regular services of a Bloodborne Pathogen Compliance Coordinator and Trainer; and

WHEREAS, Bergen County Resolution # 868-17 as adopted by the Bergen County Board of Chosen Freeholders, dated September 19, 2017 authorizes the County Executive to Enter into an agreement with the Borough of New Milford; and

WHEREAS, the BCDHS is experienced in the provision of Bloodborne Pathogen Compliance Programs;

NOW, THEREFORE, IT IS AGREED by and between the Municipality and the BCDHS as follows:

- I. APPOINTMENT.** The BCDHS is hereby appointed and retained as Bloodborne Pathogen Compliance Coordinator and Trainer for the Municipality.
- II. TERM.** The term of this Agreement shall commence on January 1, 2018 and shall continue in accordance with the terms and conditions of this Agreement, terminating on December 31, 2019.
- III. TERMINATION OF AGREEMENT.**
 - A.** The BCDHS may terminate this Agreement, at any time during the term thereof, by the giving of ninety (90) days written notice, setting forth the cause or causes for termination to the MUNICIPALITY.

- B. The Municipality may terminate this Agreement, at any time during the term thereof, by the giving of ninety (90) days written notice, setting forth the cause or causes for termination to the BCDHS.
- C. The BCDHS may terminate this Agreement, at any time during the term thereof, if the Municipality contracts with another independent contractor, in addition to BCDHS, to provide any of the services as described in this Agreement. This Agreement is an all-inclusive bloodborne package and the Municipality cannot selectively remove services and claim a deduction for training with another independent contractor.
- IV. **NEW JERSEY LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey.
- V. **BINDING ON SUCCESSORS AND ASSIGNS.** Except as otherwise provided herein, all terms, provisions and conditions of this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns.
- VI. **MODIFICATION.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the MUNICIPALITY and the BCDHS.
- VII. **ENTIRE AGREEMENT.** This instrument contains the entire Agreement of the parties hereto and may not be amended, modified, released or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto.
- VIII. **NO WAIVER.** No waiver of any term, provision or condition contained in this Agreement, nor any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of any such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.
- IX. **PARTIAL INVALIDITY.** If any term, provision or condition contained in this Agreement, or the application thereof to any person or circumstances shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, provision or condition contained in this Agreement shall be valid and enforced to the fullest extent permitted by the law provided, however, that no such invalidity shall in any way reduce services to be performed by the BCDHS to the Municipality.

- X. CAPTIONS.** The captions and paragraph headings contained in this Agreement are solely for purpose of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.
- XI. NO ASSIGNMENT.** This Agreement shall not be assigned by the BCDHS without the specific written consent of the Municipality.
- XII. INSURANCE.** Except as elsewhere provided herein, BCDHS shall provide upon request, at its own cost and expense, proof of the following insurance to the Municipality:
- A. Workers' Compensation: Statutory - in compliance with the Compensation Law of the State of New Jersey;
 - B. General Liability: Minimum limit of liability, per occurrence, for bodily injury of \$1,000,000 and minimum limit of liability of \$250,000 for property damage;
 - C. Automobile Liability: Minimum limit of liability, per occurrence, for bodily injury of \$1,000,000 and minimum limit of liability of \$250,000 for property damage. Insurance coverage for owned, hired and non-owned automobiles; and
 - D. Errors and Omissions: Minimum limit of liability of \$1,000,000 per occurrence.

Failure by the BCDHS to supply such written evidence shall result in default;

The insurance companies for the above coverage must be licensed, solvent, and acceptable to the Municipality. BCDHS shall not take any action to cancel or materially change any of the above insurance required under this Agreement without Municipality approval. Maintenance of insurance under this section shall not relieve BCDHS of any liability greater than the insurance coverage.

- XIII. INDEPENDENT CONTRACTOR STATUS.** The BCDHS at all times shall be an independent contractor, and employees of BCDHS shall in no event be considered employees of the Municipality. No agency relationship between the parties, except as expressly provided for herein, shall exist either as a result of the execution of this Agreement or performance hereunder.
- XIV. INDEMNIFICATION AND HOLD HARMLESS.** BCDHS shall indemnify and hold harmless the Municipality from any and all claims, suits, demands, damages, charges, liabilities, losses, costs and expenses arising out of the activities of the BCDHS, its employees and agents in connection with all activities undertaken by the BCDHS, pursuant to this Agreement. It is the intention of the parties that any claim for relief of any type being asserted against the Municipality, based upon any act or omission of the BCDHS, its affiliates and successors, shall not be the responsibility of the Municipality, and the BCDHS shall hold the Municipality harmless from same;

The Municipality, shall indemnify and hold harmless the BCDHS from any and all claims, suits, damages, charges, liabilities, losses, costs and expenses arising out of the activities of the Municipality, its employees and agents, in connection with all activities undertaken by the Municipality pursuant to this Agreement. It is the intention of the parties that any claim for relief of any type being asserted against the BCDHS based upon any act or omission of the Municipality, shall not be the responsibility of the BCDHS, and the Municipality shall hold the BCDHS harmless from same;

XVI. OWNERSHIP OF RECORDS.

- A. All records and data of any kind relating to the Municipality shall belong to the Municipality, and shall be surrendered to the Municipality upon expiration of the term covered by this Agreement or other termination of this Agreement;
- B. BCDHS will maintain training records for periodic electronic transfer to Municipality. The Municipality will then maintain the electronically transferred training records for three (3) years from the training date as stated in the NJ PEOSH (Public Employees Occupational Safety and Health) Bloodborne Pathogen Standard, 29 CFR 1910.1030 (all further reference to this law will be referred to as the NJ PEOSH Standard.
- C. Information released to the BCDHS by the Municipality for the purpose of performing the services as outlined herein shall be used only in connection with the performance of said duties.

XVII. NOTICE. Notice under this Agreement shall be sent to:

County of Bergen, Department of Health Services
One Bergen County Plaza, 4th floor
Hackensack, NJ 07652
and
Borough of New Milford
930 River Rd
New Milford, NJ 07646-3043

XVIII. SERVICES.

The BCDHS agrees to provide the following services:

- A. Identify and provide a Bloodborne Pathogen Compliance Coordinator to serve as the primary contact to the Municipality for program oversight.
- B. Provide and conduct Bloodborne Pathogen Training to all employees at risk for occupational exposure to bloodborne pathogens. These trainings will occur through the BCDHS online program and supplemental classroom instruction at One Bergen County Plaza, Hackensack, NJ.
- C. Assure the online training course and supplemental live trainings are in compliance with current standards, objectives, and regulations as per the NJ PEOSH Standard.

- D. Provide the electronic record keeping for the Municipality and periodically forward updated rosters to the Municipality's bloodborne pathogen contact person. This electronic record will list trained employees, those still in need of training and the Hepatitis B Vaccine status of each participant.
- E. Administer the Hepatitis B Vaccine and, if indicated, provide post vaccine antibody titer-test follow up. Clinic site and schedule to be determined by the BCDHS. Training must be completed prior to vaccination.
- F. Provide Exposure Control Plan development and updating for each Municipality.
- G. Provide guidance and resources as needed to assist the Municipality in overall program implementation including best work practices, personal protective equipment and engineering controls.
- H. Provide post exposure support, guidance, and counseling.
- I. Conduct site visits upon request by Municipality to assure compliance with the NJ PEOSH Standard.

The Municipality agrees to comply with the following:

- A. Identify a Compliance Officer to serve as the designated primary bloodborne pathogen contact for the BCDHS.
- B. Provide follow up of employees in need of training or in need of Hepatitis B Vaccine scheduling as per roster generated by the BCDHS.
- C. Maintain the electronic records for Bloodborne Pathogen training and Hepatitis B vaccination forwarded by the BCDHS according to the NJ PEOSH Standard.

XIX. COMPENSATION. (Two Elements)

- A. The BCDHS shall provide an all-inclusive bloodborne package:
 - 1. Annual online training access for all designated at-risk employees
 - 2. Supplemental classroom trainings at One Bergen County Plaza
 - 3. The electronic record-keeping for the Municipality
 - 4. Monitoring and follow up for NJ PEOSH compliance
 - 5. Hepatitis B vaccination administration
 - 6. Hepatitis B post-vaccine antibody testing follow up if applicable
 - 7. Exposure Control Plan development and updates
 - 8. Post-exposure guidance and counseling.
- B. The Municipality shall pay \$18.00 per each trained employee for these above mentioned ALL-INCLUSIVE Bloodborne Pathogen services.

The Municipality shall pay the BCDHS \$64.00 per dose of Hepatitis B Vaccine, the at-cost vaccine price, administered by BCDHS. The three (3) dose series cost per participant will be \$192.00. The Municipality will be responsible for payment of lab fees if titer-testing is indicated.

The BCDHS shall invoice the Municipality for trainings and vaccinations according to the following schedule:

- i. Bloodborne Pathogen vaccinations and training rendered January 1, 2018 - May 31, 2018 will be invoiced June of 2018 with payment due by July 1, 2018.
- ii. Bloodborne Pathogen vaccinations and training rendered June 1, 2018 - October 31, 2018 will be invoiced in November of 2018 with payment due by December 1, 2018.
- iii. Bloodborne Pathogen vaccinations and training rendered November 1, 2018 - December 31, 2018 will be invoiced in January of 2019 with payment due by February 1, 2019.
- iv. Bloodborne Pathogen vaccinations and training rendered January 1, 2019 - May 31, 2019 will be invoiced June of 2019 with payment due by July 1, 2019.
- v. Bloodborne Pathogen vaccinations and training rendered June 1, 2019 - October 31, 2019 will be invoiced in November of 2019 with payment due by December 1, 2019.
- vi. Bloodborne Pathogen vaccinations and training rendered November 1, 2019 - December 31, 2019 will be invoiced in January of 2020 with payment due by February 1, 2020.

All invoicing is subject to any rules and regulations promulgated by the Department of Insurance and the Department of Community Affairs.

XX. SPECIAL SERVICES RELATING TO COMPENSATION. The compensation or service fee set forth in Section XIX of this Agreement includes the following special provisions:

- A. All educational, administrative and support staff necessary to fulfill the duties and responsibilities of BCDHS outlined in this Agreement;
- B. All software and hardware supplied by the BCDHS used to manage the Municipality's program are understood as being and shall remain the property of the BCDHS. All data and records pertaining to the Municipality activities of the Municipality shall however be the property of the Municipality. A complete and current copy of all such data and records shall be supplied upon the request of the Municipality.

XXI. BCDHS REPRESENTATIVE. BCDHS's designated representative is Hansel F. Asmar, Director/Health Officer. The BCDHS shall not permanently change its designated representative without written notification to the Municipality.

IN WITNESS WHEREOF, the parties herto have caused these presents to be signed and attested to pursuant to duly adopted resolutions of their governing bodies, passed for that purpose

**BOROUGH OF NEW MILFORD
SIGNATURES BELOW:**

PLEASE PLACE MUNICIPALITY SEAL OVER ATTESTING SIGNATURE

ATTESTING SIGNATURE:

AUTHORIZED SIGNATURE:

By: Christine Demusa

By: Ann Subrizi

Title: ADMINISTRATOR/CLERK

Title: MAILOR

Date: 12/18/17

Date: 12/18/17

COUNTY OF BERGEN SIGNATURES BELOW:

ATTESTING SIGNATURE:

By: Melissa Gonzalez Mendez

AUTHORIZED SIGNATURE:

By: [Signature]

James J. Tedesco III County Executive or
Julien X. Neals, Acting County Administrator

Date: 3/22/18

Date: 3.27.18

BOROUGH OF NEW MILFORD
BERGEN COUNTY, NEW JERSEY

RESOLUTION

No. 2017:328

Offered by [Signature].....

Seconded by: [Signature].....

Member	Aye	No	Abstain	Absent
SIROCCHI-HURLEY	✓			
DUFFIE				✓
GRANT	✓			
GROTSKY	✓			
LANGSCHULTZ	✓			
ALONSO	✓			
MAYOR (tie)				

WHEREAS, the Mayor and Council of the Borough of New Milford wish to enter into a Professional Services Agreement for Blood Borne Pathogen Compliance; and

WHEREAS, the Bergen County Department of Health Services has provided a Professional Agreement for a Bloodborne Pathogen Program for 2018 and 2019; and

WHEREAS, the Public Health Nurse, has recommended the County of Bergen, Department of Health to act as the Service Provider for Blood Borne Pathogen Compliance; and

WHEREAS, this service will include training, coordination, and vaccinations, at the cost of \$18 per trained employee and \$64 per dose of the Hepatitis B Vaccine; and

WHEREAS, the Chief Financial Officer in accordance with NJAC 5:30-5.5(d) 2 certifies that this contract is subject to the availability and appropriation annually of sufficient funds.

NOW, THEREFORE BE IT RESOLVED that the Mayor and Council of the Borough of New Milford hereby authorize Mayor Subrizi to sign the Bergen County Department of Health Services Agreement for the Bloodborne Pathogen Program and further authorizes the Borough Clerk to attest to the same.

BE IT FURTHER RESOLVED, that three (3) certified copies of this resolution, with the three (3) copies of the signed and sealed Public Health Shared Services Agreement be forwarded to Bergen County Department of Health Services, One Bergen County Plaza, 4th Floor, Hackensack, NJ 07601, Attn: Janice Anzevino and that an additional copy of this resolution be forwarded to Lori Palma, R.N., New Milford Board of Health.

I hereby certify that the above is a true copy of a resolution adopted by the Council of the Borough of New Milford at the meeting held on December 18, 2017.

[Signature]

SEAL



2017

BERGEN COUNTY BOARD OF CHOSEN FREEHOLDERS
RESOLUTION

MWB
9.6.17

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
Amoroso	✓			
Ganz				✓
Ortiz	✓			
Sullivan	✓			
Tanelli				✓
Voss	✓			
Chairwoman Zur	✓			
TOTALS	5	-	-	2

Resolution No. 868-17
 Date: September 19, 2017
 Page: 1 of 2
 Department/Division: Department of Health Services/Public Health Nursing Division
 Purpose: Authorization to enter into Bloodborne Pathogen Shared Service Agreements
 Account No. N/A
 Contract No. N/A
 Dollar Amount: Revenue producing
 Prepared By: GSC/gsc

Offered by: Sullivan
 Seconded by: Amoroso
 Approved by: [Signature]

Certified as a true copy of a Resolution adopted by the Board of Chosen Freeholders on above date at the Regular Meeting by:

[Signature: Lara Rodriguez]

Lara Rodriguez, Clerk, Board of Chosen Freeholders, Bergen County, New Jersey

WHEREAS, Boards of Education, municipalities and other entities desire to enter into shared-services agreements with the Bergen County Department of Health Services for the furnishing of health services of a technical and professional nature by the County for the Bloodborne Pathogens Compliance Program for the period July 1, 2017 through June 30, 2019 for a consideration to be agreed upon between the County and the individual Board of Education and for the period January 1, 2018 through December 31, 2019 for a consideration to be agreed upon between the County and the individual Municipality and other entities; and

WHEREAS, the Coordinator for the Department of Health will assure compliance for

each participating Board of Education, municipality and other entity in accordance with Public Employees Occupational Safety and Health (P.E.O.S.H.) as follows: Exposure Control Plan Development; Training Programs and Record/Report Generation Retention, and Vaccine Administration; and

WHEREAS, the Interlocal Services Act, N.J.S.A. 40:8A-1 was repealed and replaced with the Uniform Shared Services Act (USSA) found at N.J.S.A. 40A:65-1. USSA was passed in an effort to encourage and ease the sharing of services by creating alternate methods for formation of commissions dedicated to analyzing the practicality of sharing services between local units. In short the USSA envelops the former Act, extending the power of local units over the consolidation process, not restraining it; and

WHEREAS, there is no cost to the County;

NOW, THEREFORE, BE IT RESOLVED, on behalf of the County of Bergen, the Board of Chosen Freeholders authorize the Bergen County Department of Health Services to enter into shared-services agreements in a form acceptable to County Counsel for the provision of a Blood Borne Pathogen Compliance Program for the period July 1, 2017 through June 30, 2019 for a consideration to be agreed upon between the County and the individual Board of Education and for the period January 1, 2018 through December 31, 2019 for a consideration to be agreed upon between the County and the individual municipality and other entities; and

BE IT FURTHER RESOLVED, that the Health Department shall assure compliance for each participating Board of Education, Municipality, or other entity in accordance with P.E.O.S.H. to include: Exposure Control Plan Development; Training Programs; and Record/Report Generation Retention, and Vaccine Administration; and

BE IT FURTHER RESOLVED, that there is no cost to the County; and

BE IT FURTHER RESOLVED, on the recommendation of Hansel F. Asmar, Director of Health Services, that this Resolution be adopted by the Board of Chosen Freeholders on September 19, 2017; and

BE IT FURTHER RESOLVED, that the County Executive or the Acting County Administrator are hereby authorized to execute the necessary agreements with the individual Boards of Education, Municipalities, and other entities.