

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: County of Cumberland COUNTY: Cumberland

RECIPIENT: County Health Department COUNTY: Cumberland

BRIEF DESCRIPTION OF SERVICE:

During public health emergencies, the Health Department and the County will work together in the deployment of the Strategic National Stockpile to protect the health and safety of the residents and visitors to Cumberland County by distributing medical material to designated agencies.

EFFECTIVE DATE: September 25, 2018

EXPIRATION DATE: _____

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT N/A

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.

SHARED SERVICES AGREEMENT

BETWEEN

CUMBERLAND COUNTY HEALTH DEPARTMENT

AND

COUNTY OF CUMBERLAND

This agreement is made this 25th day of September, 2018, by and between the County of Cumberland, having its principal offices at 164 West Broad Street, Bridgeton, New Jersey 08302 (hereinafter referred to as "County") and the Cumberland County Health Department, having its principal offices located at 309 Buck Street, Millville, New Jersey 08332, hereinafter referred to as "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 Local Core Capacity for a Public Health Emergency Preparedness Grant.

WITNESSETH:

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

WHEREAS, the LINCS Agency has applied for a Local Core Capacity for a Public Health Emergency 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 Health Department and the County recognize that public health emergencies may require the deployment of the Strategic National Stockpile or the State Strategic Stockpile (hereinafter referred to as "the Stockpile") to protect the health and safety of the residents and visitors to Cumberland County; and

WHEREAS, County recognizes that during a Public Health Emergency the Health Department will have to distribute medical materiel (antibiotics and/or medical supplies) to designated agencies, First Responders, or other key partners. In order to accomplish this task, the Health Department will need assistance with distributing and securing the medical materiel. Cooperative action may better safeguard the health and safety of the public in Cumberland County; and

WHEREAS, County cooperatively works with the Health Department for the planning and implementation of State approved services/activities for bioterrorism, infectious disease outbreaks, and other public health threats and emergency preparedness and response for Cumberland County.

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

1. The LINCS Agency Health Officer, his/her Local Core Capacity Infrastructure personnel and other designated staff and the County and its designated staff shall work in collaboration with each other and in partnership with other key partners in Cumberland County, including but

not limited to Office of Emergency Management, Sheriff's Department, Department of Public Works, Office on Aging, Prosecutor's Office, and other State and local agencies in assessing, planning, implementing, and evaluating plans, activities, and services for public health preparedness and response, and for protecting the population of Cumberland County from bioterrorism, infectious disease outbreaks, and other public health threats and emergencies.

2. In the event of a bioterrorist event or incident, outbreak or infectious disease, or other public health threat, emergency event or incident, the Health Department and County agree to provide each other 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 Health Department, in cooperation with the NJDOH.

3. When an emergency arises that may require deployment of the Stockpile, the Health Department shall contact County and request the agreed upon resources.

4. County, upon receiving such a request, shall immediately determine if the resources, such as number and types of vehicles, number of drivers, law enforcement personnel, etc. are available to assist the Health Department without compromising the needs of the County's primary mission and shall so notify the Health Department.

5. If County and the Health Department agree to assist one another then the County and the Health Department retain ownership of all their respective resources and remain the employer of record, responsible for all financial obligations, for any staff detailed to assist one another.

6. The Health Department agrees to seek with due diligence cost recovery opportunities for expenses incurred by County should a State of Emergency be declared and Stockpile activities be deemed to be eligible for such cost recovery provided that County provides specific itemized expenses to the Health Department within five (5) days of expenses being incurred.

7. Both parties agree that it is understood that actual deployment of Stockpile materials may occur at any time with or without significant advance warning and those deployment activities may affect the County requiring modification to its business practices required to carry out its primary mission.

8. The Health Department will provide County with an annual and/or just-in-time training related to the necessary distribution functions.

9. This agreement becomes effective when signed by both Parties.

10. Either party may withdraw from this agreement, with or without cause, by providing at least thirty (30) days written notice to the other party.

11. Should any condition of this agreement be found by a court of competent jurisdiction to be void or unenforceable, all other conditions remain in force unless the entire agreement is found by said court to be null and void.

12. Both the County and Health Department agree to mutually cooperate with one another in any other manner in connection with the provision of these shared services.

13. The Health Department shall indemnify and shall hold the County, the members of its governing body and its officers, agents and employees harmless against any and all liability, losses, costs, damages, claims, judgments or expenses, which shall be incurred by reason of any claim; suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, arising out of or in any way related to the services negligently performed

for or on behalf of the Health Department by its employees under the terms of this Shared Services Agreement.

14. The County shall indemnify and shall hold the Health Department, the members of its governing body and its officers, agents and employees harmless against any and all liability, losses, costs, damages, claims, judgments or expenses, which shall be incurred by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, arising out of or in any way related to the services negligently performed by County employees.

15. At all times during the term of this Shared Services Agreement, the County and the Health Department shall maintain or cause to be maintained with responsible insurers (including the Joint Insurance Fund) who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance. The County and the Health Department shall be obligated to pay for their respective costs of all such insurance.

16. Any controversy or claim arising out of or related to the contract, or the breach thereof, shall be settled by mediation. If a dispute between the Health Department and County arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding arbitration.

17. During mediation proceedings, the Health Department and County shall continue to perform the services described in this Agreement.

18. Prior to either party submitting a demand for mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

- A) Five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;
- B) Thirty (30) days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have 30 days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

19. Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation.

The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation.

The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators

to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further consideration.

The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

20. The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

21. Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.

22. If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, any party may submit the dispute to the Superior Court of New Jersey, Cumberland County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

23. In the event that any agreement which is contained in this Shared Services Agreement shall be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

24. No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of either the Health Department or the County, in his or her individual capacity, and neither the officers, agents or employees of the Health Department or the County nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

25. This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.

26. This Shared Services Agreement shall inure to the benefit of and shall be binding upon the Local Units and their respective successors and assigns.

27. In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

28. This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

29. This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

30. Each Local Unit shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may

reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.

31. It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.

ATTEST



Ken Mecouch, Clerk to the Board

COUNTY OF CUMBERLAND

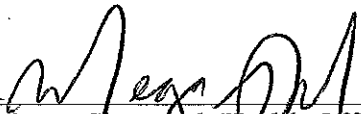


Joseph Derella, Freeholder Director

ATTEST



**CUMBERLAND COUNTY
HEALTH DEPARTMENT**



Megan Sheppard, Health Officer