

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

PROVIDER: Freehold Township COUNTY: Monmouth

RECIPIENT: Visiting Nurse Association Health Group COUNTY: Monmouth

BRIEF DESCRIPTION OF SERVICE:

Providing public health services

EFFECTIVE DATE: 1/1/2014

EXPIRATION DATE: 12/31/2014

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto:EGG@dca.state.nj.us) or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

VISITING NURSE ASSOCIATION HEALTH GROUP  
176 RIVERSIDE AVENUE, RED BANK, NEW JERSEY 07701

**ARTICLES OF AGREEMENT**

THIS AGREEMENT made this 1<sup>st</sup> day of January 2014, BETWEEN: Township of Freehold and their contracting municipalities, Freehold Borough and Township of Upper Freehold, a municipal corporation of the State of New Jersey, hereinafter designated as MUNICIPALITY, and Visiting Nurse Association Health Group, hereinafter designated as VNAHG.

WHEREAS, VNAHG is a non-profit corporation which is capable of providing certain public health services, including public health nursing services, which meet the standards of practice prescribed by the New Jersey State Department of Health and Public Law S-130, Chapter 329, and

WHEREAS, MUNICIPALITY desires to engage the services of VNAHG to furnish public health services as hereinafter described, which services VNAHG is willing to provide for a consideration hereinafter set forth.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

**Section 1.** VNAHG agrees to furnish the public health services hereinafter described for the sum of \$15,870.00, covering services to be rendered for the period of January 1 through December 31, 2014. Sum to be payable in the following manner: Quarterly upon presentation of proper vouchers by VNAHG.

**Section 2.** Public health services available from VNAHG include the following:

- A. Health promotion for infants and preschool children of limited income families as follows:
  - 1. Provide health supervision for infants, preschool children and their parents including physical, emotional, nutritional, and cognitive development.
  - 2. Provide primary health care services which include comprehensive preventative health care of infants and preschool children based upon the current New Jersey Department of Health's publication, "The Child Health Conference".
  - 3. Maintain an information service and referral procedure to encourage physicians, hospitals, and social agencies to refer appropriate cases to primary care services provided by the Public Health Nursing Agency.
  - 4. Provide child care provider health consultation services to community child care centers including child care staff training, parent education and immunization audits.

f. Warner  
cc: m. Jahn  
C. Campbell

- B. Consistent with state standards, aid in the detection and control of lead poisoning in children by:
  - 1. Conducting blood level test in all children attending primary care services according to established protocol.
  - 2. Conduct a follow-up program which would include parental instruction regarding the seriousness of repeated exposure to lead and referral of positive cases to medical management.
  - 3. Coordinate the management of appropriate cases with medical and/or hospital care, health department, follow-up screenings, and nursing care.
  - 4. Provide for consultative services with the nutritionist, health educator, social worker, or other professionals as required.
- C. Provide for home visits by public health nurses as follow-up to educational needs and health management problems identified such as: at-risk, impaired, neglectful, or abusive parenting, or failure to thrive, lead poisoning or developmental delays.
- D. Reduction of infant mortality/morbidity by improving pregnancy outcome as per minimum standards including:
  - 1. Provide public health nursing services to include pregnancy monitoring, pregnancy counseling and education, as well as assessment/screening for the development of high-risk factors.
  - 2. Provide case management for pregnant clients to ensure optimum use of prenatal services and to ensure referral to other services as needed such as high-risk clinic, WIC, teen services, Medicaid, family planning and Family Care.
  - 3. Promote the entry into prenatal care within the first trimester.
    - a. Establish/maintain community liaisons to provide outreach and education about available services, including high-risk women and adolescents.
  - 4. Provide public health prenatal clinic services in selected outlying sites.
  - 5. Provide screening/follow-up screening for inborn errors of metabolism as referred by hospitals, New Jersey State Health Department or physician.
- E. Assist in the prevention/control of communicable disease by:

1. Provide nursing services for referral and follow-up of reportable disease including sexually transmitted diseases in cooperation with the local health officer.
  2. Provide, through primary care services, for primary and booster immunization.
  3. Provide immunizations for children of school age who are deficient.
  4. Maintain individual patient information and consent forms as per minimum standards and New Jersey State Health Department immunization guidelines.
  5. Provide nursing services to assist in the control of Tuberculosis and in cooperation with the Monmouth County Tuberculosis Control Center to include:
    - a. TB testing (group or individual)
    - b. Base finding
    - c. Follow-up of contacts of active tuberculosis
    - d. Referral of positive contact to Monmouth County Tuberculosis Control Center
    - e. Provide nursing surveillance of clients on chemotherapy
    - f. Collaborate with Monmouth County Tuberculosis Control Center in the case management of the above cases.
  6. Provide perinatal Hepatitis B Case management and follow-up activities.
  7. Establish and maintain collaboration and participation with local municipal health departments, county health departments and offices of emergency management regarding all hazards emergency preparedness activities. Ensure VNAHG staff all- hazards emergency preparedness qualifications through current on-going internal, county and statewide training.
- F. Home health services shall be provided to those unable to pay any portion of the VNAHG regular fee. Such services include:
1. Nursing service for the sick under doctor's orders
    - a. Nutritional counseling
    - b. PT, ST, OT evaluation
    - c. Social work evaluation
  2. Family health counseling services
  3. Instruction and guidance in caring for an ill family member

- G. Provide community health education services on topics such as: Cancer detection and prevention, Osteoporosis, Diabetes or Heart Disease and assistance with assessment of community health needs.
- H. Provide health promotion services for adolescents and their families to include school visits, home visits and primary care visits.
- I. Provide Family Care outreach and enrollment activities to all age groups, specifically targeting families with young children and adolescents.

**Section 3.** Health promotion and public health nursing services set forth in Section 2 hereof are rendered by VNAHG upon request of the patient provided physician orders are obtained, as appropriate.

- A. Administration and supervision of the services aforementioned in Section 2 will be in accordance with minimum standards including the maintenance of individual service records, collaboration with the health officers, provision of orientation and continuing education/in-service to the professional staff and provision of annual service reports.

**Section 4.** VNAHG will provide an emergency telephone referral service beyond primary service hours.

**Section 5.** All communications from VNAHG to the MUNICIPALITY shall be directed to the attention of the Health Officer. All contract communications to VNAHG from the MUNICIPALITY should be directed to: Vice President Care Coordination.

**Section 6.** VNAHG shall provide yearly reports of services performed pursuant to this agreement.

**Section 7.** The licensed Health Officer and/or municipal auditor of said MUNICIPALITY may review, upon written request, addresses of residents of the MUNICIPALITY served by VNAHG and the annual audit and financial accounts of VNAHG during regular business hours at VNAHG, 176 Riverside Avenue, Red Bank, New Jersey 07701.

**Section 8.** VNAHG will carry Workers' Compensation and Liability Insurance in an amount not less than \$1,000,000.

**Section 9.** Nothing contained herein shall prevent VNAHG from continuing its practice of charging for services to those financially able to pay.

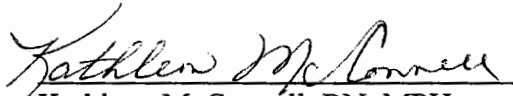
**Section 10.** VNAHG AND MUNICIPALITY each hereby agree to use or disclose Protected Health Information only as permitted or required by this Agreement or as otherwise required by state or federal law. MUNICIPALITY further certifies that its Health Department is a public authority as defined by 45 CFR(s) 164.501 ("HIPAA") authorized by law to collect or receive protected health information for the public health activities described in this Agreement.

WITNESS WHEREOF, the said parties hereunto interchangeably set their hands or caused these presents to be signed by their corporate officers.

**ATTEST:**

Visiting Nurse Association Health Group, Inc.

A handwritten signature in cursive script, appearing to read "Andrew", written over a horizontal line.

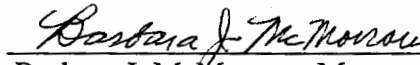
  
Kathleen McConnell, RN, MPH  
Vice President Care Coordination

Date: 11/13/13

**ATTEST:**

For the Municipality

A handwritten signature in cursive script, appearing to read "Teresa Warner", written over a horizontal line.

  
Barbara J. McMorrow, Mayor

Date: 12/13/13

## BUSINESS ASSOCIATE AGREEMENT

**THIS AGREEMENT** is made as of the 1<sup>st</sup> day of January 2014 by and between Visiting Nurse Association Health Group (“VNAHG”), Inc. and Township of Freehold (“Business Associate”). This Agreement sets forth the terms and conditions pursuant to which Protected Health Information that is provided by, or created or received by, Business Associate from or on behalf of VNAHG (“Protected Health Information”), will be handled between Business Associate and VNAHG and with third parties during the term of their Agreement and after its termination.

### RECITALS

**WHEREAS**, VNAHG and Business Associate are parties to an agreement dated January 1, 2014 for the provision of services (the “Agreement”); and

**WHEREAS**, both VNAHG and Business Associate are committed to complying with the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Regulation”) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

**NOW, THEREFORE**, the Parties mutually agree as follows:

- A. Permitted Uses and Disclosures of Protected Health Information.** Pursuant to the terms of the Services Agreement, Business Associate provides services for VNAHG that may involve the use and disclosure of Protected Health Information. Except as otherwise limited in this Agreement, Business Associate may:
1. use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, VNAHG as specified in the Services Agreement provided that such use or disclosure would not violate the Privacy Rule if done by VNAHG.
  2. use the Protected Health Information in his possession for his proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are required or permitted under state and federal laws, and provided that such Protected Health Information will be held confidentially and used only as required by law or for the purpose for which it was disclosed;
  3. use Protected Health Information to provide Data Aggregation services to VNAHG as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- B. Responsibilities of Business Associate.** Unless otherwise limited herein, Business Associate shall:
1. use or disclose information no further than is permitted or required by this Agreement or required by law, and use appropriate safeguards to prevent use or disclosure of information other than as provided by this Agreement;

2. report to VNAHG any use or disclosure of the information other than as permitted or required by this Agreement or required by law;
3. make available protected health information in accordance with 45 C.F.R. § 164.524;
4. make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 C.F.R. 164.526, and make information available to provide an accounting of disclosures pursuant to 45 C.F.R. 164.528;
5. ensure that any agents or subcontractors of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to Protected Health Information;
6. make his internal practices, books and records available to the Secretary of Health and Human Services for purposes of determining VNAHG's compliance with the Privacy Rule, subject to attorney-client and other applicable legal privileges, and provide access to Protected Health Information in a Designated Record Set, to VNAHG or, as directed by VNAHG, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524;
7. upon prior written request, time and manner designated by VNAHG, make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to VNAHG for purposes of enabling VNAHG to determine the Company's compliance with the terms of this Agreement.

**C. Responsibilities of VNAHG** With regard to the use and/or disclosure of Protected Health Information by the company, VNAHG hereby agrees:

1. to inform Business Associate of any changes in the form of notice of privacy practices (the "Notice") that VNAHG provides to individuals pursuant to 45 C.F.R. § 164.520, and provide Business Associate a copy of the Notice currently in use.
2. to inform Business Associate of any changes in, or withdrawal of, the consent or authorization provided to VNAHG by individuals pursuant to 45 C.F.R. § 164.506 or § 164.508.
3. to notify Business Associate, in writing and in a timely manner, of any arrangements permitted or required of VNAHG under 45 C.F.R. §§ 160 and 164 that may impact in any manner the use and/or disclosure of Protected Health Information by Business Associate under this Agreement, including, but not limited to, restrictions on use and/or disclosure of Protected Health Information as provided for in 45 C.F.R. § 164.522 agreed to by VNAHG.



## D. Term and Termination

### 1. Responsibilities of Business Associate Upon the Termination of the Services Agreement:

- a. Upon the termination of the Services Agreement, Business Associate agrees to return or destroy all Protected Health Information pursuant to 45 C.F.R. § 164.504(e)(2)(I), if it is feasible to do so. Prior to doing so, Business Associate further agrees to recover any Protected Health Information in the possession of its subcontractors or agents.
- b. If it is not feasible for Business Associate to return or destroy said Protected Health Information upon the termination of the Services Agreement, Business Associate will notify VNAHG in writing. Said notification shall include: (i) a statement that Business Associate has determined that it is infeasible to return or destroy the Protected Health Information in its possession, and (ii) the specific reasons for such determination. Business Associate agrees to extend any and all protections, limitations and restrictions contained in this Agreement to Business Associate's use and/or disclosure of any Protected Health Information retained after the termination of the Services Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.
- c. If it is infeasible for Business Associate to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent upon the termination of the Services Agreement, Business Associate will provide a written explanation to VNAHG and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any Protected Health Information retained after the termination of the Services Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

2. **Term.** The Term of this Agreement shall be effective as of the date hereof. This Agreement shall terminate (1) when all of the Protected Health Information provided by VNAHG to Business Associate, or created or received by Business Associate on behalf of VNAHG, is destroyed or returned to VNAHG, or (2) if it is infeasible to return or destroy Protected health Information, protections are extended to such information, in accordance with Section D(1) of this Agreement.

3. **Termination of Services Agreement for Cause.** The following termination provisions shall apply in addition to the termination provisions specified in the Services Agreement:

- a. Upon VNAHG's knowledge of a material breach of this Agreement by Business Associate, VNAHG shall, upon written notice to Business Associate, provide Business Associate thirty (30) days to cure the breach. If such breach is not cured within said thirty (30) days, VNAHG may thereafter terminate (i) this Agreement and (ii) the Agreement.
- b. If neither termination nor cure are feasible, VNAHG shall report the violation to the Secretary.

#### **E. Indemnification**

1. The Parties agree to indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any breach of this Agreement or of any warranty hereunder or from any negligence or wrongful acts or omissions, including failure to perform its obligations under the Privacy Regulation, by the indemnifying party or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, the indemnifying party shall reimburse any indemnified party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any indemnified party by reason of any suit, claim, action, proceeding or demand by any third party which results from the indemnifying party's breach hereunder. The Parties' obligation to indemnify any indemnified party shall survive the expiration or termination of this Agreement for any reason.

#### **F. Definitions and References**

1. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
2. Privacy Rule. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. §§ 160 and Part 164, subparts A and E.
3. Protected Health Information. Protected Health Information shall have the same meaning as the term protected health information in 45 C.F.R. § 164.501 limited to the information created or received by Company from or on behalf of VNAHG. As defined in 45 C.F.R. § 164.501 Protected Health Information means "individually identifiable health information," including electronic records, paper records and oral communications. Individually Identifiable Information includes information, including demographic information, collected from an individual and: (1) is created or received by a health care provider, health plan, employer or health care clearing house; and (2) relates to the past, present, or future payment for the provision of health care to and individual; and either identifies the individual, or with respect to

which there is a reasonable basis to believe the information can be used to identify the individual.

4. Secretary. Secretary shall mean the Secretary of the Department of Health and Human Services or his/her designee.
5. Designated Record Set. Designated Record Set shall have the meaning set out in its definition at 45 C.F.R. § 164.501, as such provision is currently drafted and as it is subsequently updated, amended, or revised.

Township of Freehold

Visiting Nurse Association Health Group, Inc.

Barbara J. McMorrow  
(Print)

Kathleen McConnell, RN, MPH

By: Barbara J. McMorrow

By: Kathleen McConnell

Title: Mayor

Title: Vice President Care Coordination

Date: 12/13/13

Date: 11/13/13

**P.L. 1975, c. 127**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**  
**PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**  
**(N.J.A.C. 17:27-3.4)**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of the nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable; will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Compliance Officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, N.J.S.A. 10:5-31, et seq. as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to Section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing all recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to N.J.A.C. 17:27-10.1, et seq.

To: Visiting Nurse Association Health Group, Inc.

I certify that the above information is correct to the best of my knowledge.

Name of Contractor: Township of Freehold

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

PROVIDER: Freehold Township COUNTY: Monmouth

RECIPIENT: Manasquan River Regional Sewarage Authority COUNTY: Monmouth

**BRIEF DESCRIPTION OF SERVICE:**

To provide automotive services to MRRSA

EFFECTIVE DATE: 1/1/2014

EXPIRATION DATE: 12/31/2014

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto:EGG@dca.state.nj.us) or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

**SHARED SERVICES AGREEMENT BETWEEN FREEHOLD TOWNSHIP AND**  
**MANASQUAN RIVER REGIONAL SEWERAGE AUTHORITY**  
**FOR AUTOMOTIVE SERVICES**

THIS SHARED SERVICES AGREEMENT is effective the 1<sup>st</sup> day of January, 2014 between TOWNSHIP OF FREEHOLD, a municipal corporation of the State of New Jersey, 1 Municipal Plaza, Freehold, NJ 07728, hereinafter referred to as "Township" and MANASQUAN RIVER REGIONAL SEWERAGE AUTHORITY, P.O. Box 646, Farmingdale, NJ 07727, hereinafter referred to as MRRSA.

The purpose of this Agreement is for the Township to provide automotive services to MRRSA according to the following terms:


This Agreement shall take effect January 1, 2014 and expire December 31, 2014.

2. The Township shall provide automotive services to MRRSA according to the terms and conditions set forth below.
3. The Township shall charge MRRSA for automotive services as follows:
  - a. Labor rate of \$60.00 per man hour
  - b. 20% over Township cost for all repair parts and sublet parts. No charge will be made for parts which are supplied by MRRSA.
4. The Township shall provide MRRSA with itemized monthly billings of all repair costs. Payment shall be due from MRRSA within 30 (thirty) days of the date of billing.
5. No vehicle/equipment repair in excess of \$1,000.00 shall be made by the Township unless specifically authorized by the designated MRRSA representative.
6. MRRSA shall designate one (1) person and one (1) backup person to schedule and be responsible for authorization on all repairs.
7. Minor road calls shall be performed by the Township during normal working hours at the hourly rate provided in 3 above, provided manpower and equipment are available and not being utilized in servicing/repair of Township vehicles.

8. Minor repairs, such as flat tires, will be performed on an as-needed basis at the Township facility during normal business hours. Servicing of equipment and vehicles, such as oil and filter changes will be performed by MRRSA.
9. During declared snow emergencies, repairs and/or minor road calls will be performed so long as the Township is likewise under a declared snow emergency.

IN WITNESS WHEREOF, parties of this Agreement have caused it to be signed by their proper officers and their corporate seals to be affixed as of the day and year set forth above.

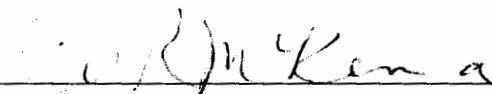
ATTEST: (Affix Seal)

  
\_\_\_\_\_  
Terry Warner, Township Clerk

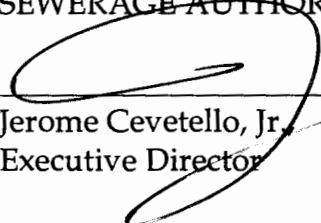
TOWNSHIP OF FREEHOLD

  
\_\_\_\_\_  
Barbara J. McMorrow, Mayor

ATTEST: (Affix Seal)

  
\_\_\_\_\_

MANASQUAN RIVER REGIONAL  
SEWERAGE AUTHORITY

  
\_\_\_\_\_  
Jerome Cevetello, Jr.  
Executive Director



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

PROVIDER: Freehold Township COUNTY: Monmouth

RECIPIENT: Millstone Township COUNTY: Monmouth

**BRIEF DESCRIPTION OF SERVICE:**

To provide sign making services.

EFFECTIVE DATE: 1/1/2014

EXPIRATION DATE: 12/31/2014

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto:EGG@dca.state.nj.us) or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

SHARED SERVICES AGREEMENT  
BETWEEN FREEHOLD TOWNSHIP & MILLSTONE TOWNSHIP - SIGNS


THIS SHARED SERVICES AGREEMENT is effective the 1st day of January, 2014 between TOWNSHIP OF FREEHOLD, a municipal corporation of the State of New Jersey and TOWNSHIP OF MILLSTONE, a municipal corporation of the State of New Jersey;

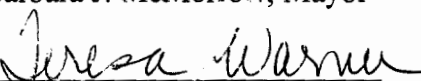
The purpose of this Agreement is for Freehold Township to provide sign making services to Millstone Township according to the following terms:

1. This Agreement shall take effect January 1, 2014 and expire December 31, 2014.
2. Freehold Township shall provide as-needed sign making services to the Township of Millstone according to the terms and conditions set forth below.
3. Freehold Township shall charge Millstone Township for sign making services as follows:
  - a. On as as-needed basis, where a proposal will be provided by Freehold Township for the specified sizes and types of signs required by Millstone Township, prior to performing the work.
4. Freehold Township shall provide Millstone Township with itemized monthly billings. Payment shall be due from Millstone within 30 (thirty) days of the date of billing.

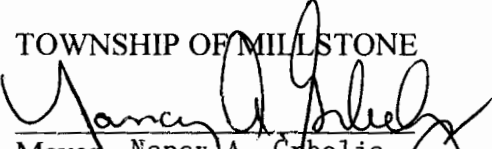
IN WITNESS WHEREOF, parties have hereunto caused this instrument to be signed by the proper authorized parties and have caused their proper seals to be affixed hereto as of the date and year first above written.


TOWNSHIP OF FREEHOLD

  
Barbara J. McMorrow, Mayor

  
Teresa Warner, Township Clerk

TOWNSHIP OF MILLSTONE

  
Mayor, Nancy A. Grbelja

  
Township Clerk, Maria Dellasala

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

PROVIDER: Freehold Township COUNTY: Monmouth

RECIPIENT: Freehold Twp Board of Education COUNTY: Monmouth

BRIEF DESCRIPTION OF SERVICE:

To provide the services of one police officer

EFFECTIVE DATE: 9/1/2013

EXPIRATION DATE: 6/30/2014

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto:EGG@dca.state.nj.us) or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

## Freehold Township - Safe Schools Assistance Officer Partnership Agreement

### 1) Introduction

This agreement is made on the 1<sup>st</sup> day of September 2013, between the Freehold Township Board of Education, hereinafter referred to as the School District, and the Township of Freehold, hereinafter referred to as the Municipality.

WHEREAS, the said School District and Municipality desire to provide the services of one police officer assigned to the School District on a part-time basis; and

WHEREAS, both parties recognize the potential benefits of this program to the citizens of the Municipality and to the students and staff of the School District; and

WHEREAS, it is in the best interests of the School District and the Municipality to establish this program,

IT IS THEREFORE AGREED that the Municipality shall supply one or more police officer(s) to the School District to be assigned to the schools upon the following terms and conditions:

### 2) Assignment of Officers

The School District and the Municipality have agreed to assign the following number of police officers to the following schools, for the hours indicated, during the school year.

Number of Officers	School	Hours
1	All	Various 2 – 4 days per week

### 3) Selection of Officers

The officer(s) to be assigned shall have a minimum of five years experience. The officer(s) shall be selected by the Chief of Police in consultation with the School District. The School District may meet with and interview the officer(s) to determine if the officer(s) is suitable for working in a school environment. If the School District finds the officer(s) selected by the Chief of Police to be unacceptable, the Chief may select another officer(s), or in the alternative, revoke this agreement. In order to maintain continuity, the Chief shall not change officer assignments during the school year unless circumstances arise that require a change.

### 4) Officers Are Employees of the Municipality

Although assigned to the school on a part-time basis, a police officer so assigned remains an employee of the Municipality and its Police Department. The officer shall remain subject to all rules and regulations of the Police Department and shall not be considered an employee of the School District.

### 5) Hours

The Municipality shall provide one police officer(s) for various hours per week, 2 – 4 days per week, except in the case of an emergency as directed by the Chief of Police.

### 6) Duties of an Assigned Officer

The duties to be performed at the school by an assigned officer shall be assigned through the Municipal Police chain of command, in cooperation with the Superintendent of Schools and/or the Superintendent's designee.

Duties of an assigned officer may include:

1. The officer shall provide security and surveillance of the areas assigned, note and report irregularities, dangerous practices and conditions, accidents, fires and other acts or circumstances, requiring police or other action, which affect the health and welfare of students and school personnel.
2. The officer shall take necessary action as to trespassers, suspicious persons and conditions, and report significant action, occurrences and conditions.
3. The officer shall conduct investigations of criminal or delinquent activity according to established police department policy and procedures.
4. The officer may be assigned to investigate offenses occurring off school property, provided such investigations relate to students attending the school to which the officer is assigned.
5. The officer shall warn, detain cite and/or take into custody violators of the law when necessary.
6. The officer shall testify in court, as needed.
7. The officer shall complete timely and accurate reports in accordance with the requirements of the police department.
8. The officer shall enforce traffic and parking laws and regulations on school property and cooperate and assist other public safety officials in traffic control as necessary.
9. The officer shall recommend measures to protect school and personal property from damage and theft.
10. The officer shall assist school personnel in dealing with emergencies.
11. The officer shall supervise security at school activities and public meetings as directed.
12. The officer shall assist in truancy investigations.
13. The officer shall assist in the investigation of parents or guardians who may be sending nonresident children to the school.
14. Upon request, the officer shall inform parents and students of their rights and responsibilities as lawful citizens and to help counsel students in special situations, such as students suspected of engaging in criminal misconduct.
15. The officer shall advise the principal on matters dealing with the proper handling and security of money, personal possessions and valuable property.
16. The officer shall assist the principal on matters dealing with the enforcement of child custody orders or domestic violence restraining orders.
17. The officer shall coordinate the sharing of delinquency information between the school and the police department, as provided for by *N.J.S.A. 2A:4A-60*.
18. The officer shall assist with Megan's Law notifications received by the school, as directed by the Prosecutor.
19. The officer shall provide assistance in programs for peer mediation and peer leadership.
20. The officer may act as an instructor for specialized, short-term programs involving a range of topics such as security, crime prevention, drug and alcohol education, the criminal and juvenile justice system, and related topics.
21. The officer may assist with training of school security personnel and participate on the district crisis team/safe schools committee.

22. The officer shall coordinate his or her activities with the principal and staff.
23. Upon request, the officer shall attend faculty meetings.
24. Upon request, the officer shall attend conferences between school personnel and parents regarding either individual students, or general security concerns.
25. The officer shall serve at all times as a role model to students by demonstrating appropriate attitudes, behavior, courtesy and respect.
26. The officer shall perform such other related duties as assigned by the Chief of Police.

**7) Uniforms**

Unless engaged in activities for which a uniform would be inappropriate, officers shall wear uniforms in order to maintain a visible presence in the school and deter trespassers from entering the school.

**8) Weapons**

Officers may carry weapons when authorized by the Chief of Police. The weapon shall be carried either:

- 1) openly, in those circumstances where an armed presence may provide a useful deterrent, or;
- 2) concealed, in circumstances where the officer may wish to interact informally with students, parents or faculty.

**9) Searches**

The assigned officer **shall not** be routinely requested to participate in all student searches conducted by school officials. School officials may search a student based upon reasonable suspicion.

**10) School Discipline**

The assigned officer shall not act as a school disciplinarian. Disciplining students is a school responsibility. However, if the principal believes an incident may be a violation of the law, the principal may contact the assigned officer, who shall then determine whether law enforcement action is necessary. Officers are not to be used for regularly assigned lunchroom duties or hall monitoring.

**11) Communication**

The Chief School Administrator and the Chief of Police shall maintain open communication concerning the progress and effectiveness of the program. The school shall also designate an administrator in each school to act as a liaison with the officer assigned to that school.

**12) Location**

The District shall provide the officer with a cellular phone and a location in each building where students can meet and speak privately with the officer.

**13) Program Funding**

The program shall be funded as follows:

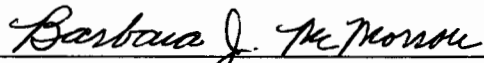
Funds are appropriated in the general funds of the School Budget for various hours per week, 2 – 4 days per week, at \$16.00 per hour plus 14.11% for benefits (workers compensation is not a part of this benefit). Payment will be made to the Township by the School District in a mutually agreeable schedule.

**14) Term of This Agreement**

This agreement, an attachment and in addition to the Shared Services Agreement between the two (2) entities, is effective September 1, 2013 and shall remain in effect until June 30, 2014. This agreement may be revoked prior to its expiration, by either the School District or the Municipality, upon thirty days notice.

  
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President, Freehold Township Board of Education

  
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Administrator, Freehold Township Board of Education

  
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Barbara J. McMorrow, Freehold Township Mayor

  
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Teresa Warner, Freehold Township Clerk

**Freehold Township - Safe Schools Assistance Officer Partnership Agreement**

**1) Introduction**

This agreement is made on the 1<sup>st</sup> day of September 2013, between the Freehold Township Board of Education, hereinafter referred to as the School District, and the Township of Freehold, hereinafter referred to as the Municipality.

WHEREAS, the said School District and Municipality desire to provide the services of one police officer assigned to the School District on a part-time basis; and

WHEREAS, both parties recognize the potential benefits of this program to the citizens of the Municipality and to the students and staff of the School District; and

WHEREAS, it is in the best interests of the School District and the Municipality to establish this program,

IT IS THEREFORE AGREED that the Municipality shall supply one or more police officer(s) to the School District to be assigned to the schools upon the following terms and conditions:

**2) Assignment of Officers**

The School District and the Municipality have agreed to assign the following number of police officers to the following schools, for the hours indicated, during the school year.

Number of Officers	School	Hours
1	All	Various 2 – 4 days per week

**3) Selection of Officers**

The officer(s) to be assigned shall have a minimum of five years experience. The officer(s) shall be selected by the Chief of Police in consultation with the School District. The School District may meet with and interview the officer(s) to determine if the officer(s) is suitable for working in a school environment. If the School District finds the officer(s) selected by the Chief of Police to be unacceptable, the Chief may select another officer(s), or in the alternative, revoke this agreement. In order to maintain continuity, the Chief shall not change officer assignments during the school year unless circumstances arise that require a change.

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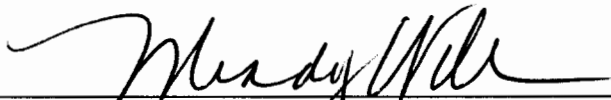
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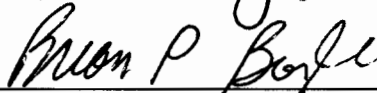
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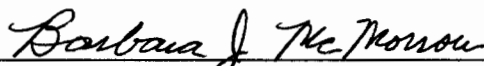
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Administrator, Freehold Township Board of Education



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Barbara J. McMorrow, Freehold Township Mayor



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Teresa Warner, Freehold Township Clerk