PROFESSIONAL SERVICE AGREEMENT

This shared services agreement (hereinafter "Agreement"), made the ___ day of ______, 2019, between the City of Newark (hereinafter the "Recipient"), a municipal corporation of the State of New Jersey with the principal place of business at 920 Broad Street, Newark, New Jersey 07102, and the Passaic County, a County within the State of New Jersey with the principal place of business at 401 Grand Street, Paterson, NJ, 07505 (hereinafter the "Provider").

THIS AGREEMENT, pursuant to N.J.S.A.26:3-22, shall be for the purpose of Newark ensuring coverage of a duly licensed Health Officer therefore maintaining a public health program in accordance with N.J.A.C. 8:52 Public Health Practice Standards of Performance for Local Boards of Health in New Jersey and any other applicable administrative rules and/or statutes promulgated by the State of New Jersey.

WHEREAS, the Recipient’s Health Officer cannot provide Health Officer coverage due to pending personnel action; and

WHEREAS, the personnel action impacts the Recipient’s public health services and activities; and

WHEREAS, the Recipient is required to maintain Health Officer coverage pursuant to N.J.S.A.26 et al; and

WHEREAS, the Provider agrees to make available Health Officer coverage consistent with N.J.A.C. 8:52.; and

WHEREAS, the Provider has agreed to share the services of its Health Officer with the Recipient for a period of one year or until such a Health Officer is retained in the City of Newark. The period of shared service may be renewed upon the execution of a written agreement of extension by both the Recipient and the Provider; and

WHEREAS, This Agreement is authorized by the Shared Services Act N.J.S.A. 40A:65-1, et seq. and is exempt from public bidding requirement pursuant to the Local Public Contracts Law N.J.S.A. 40A:11-5 (2).

NOW, THEREFORE, in consideration of the foregoing recitals and of the conditions, covenants and agreements set forth below and pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, the Parties agree as follows:

1. The Provider, through its licensed Health Officer, shall provide and deliver Health Officer services to the Recipient to carry out and discharge Health Officer activities, duties and responsibilities as required by all local, state and federal laws, rules and regulations as required by minimum standards of performance of local health departments in New Jersey.

2. To fulfill the requirements of core public health activities in the Recipient’s jurisdiction, the Provider’s Health Officer shall consult with the Director of the Department of Health

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and Community Wellness, and make recommendations to the Director of the Department of Health regarding delegation of duties and activities and shall satisfy the requirements of N.J.A.C. 8:52, Public Health Practice Standards of Performance for Local Boards of Health in New Jersey and N.J.A.C. 8:7 Licensure of Persons for Public Health Positions.

3. The Provider’s Health Officer shall report to and serve as a consultant for the Director of the Newark Department of Health and Community Wellness while conducting public health activity for the City of Newark during the term of this agreement.

4. The Recipient shall provide notice in the amount of at least 5 business days if the attendance of the Provider’s Health Officer is desired at any meetings called by the Recipient, unless mutually agreed upon by the Directors of Health within each jurisdiction.

5. The Provider shall be deemed the primary employer of the Health Officer and the Health Officer shall take employment direction from the Provider and be subject to all benefits and services from the Provider.

6. The Health Officer shall copy the City of Newark, Director of Department of Health and Community Wellness on all correspondence received from and sent to the New Jersey Department of Health as it relates to the services provided as interim covering Health Officer.

7. The Health Officer shall contact the City of Newark, Director of Department of Health and Community Wellness by telephone, text, and/or e-mail any and all correspondences or communications regarding decisions or position, prior to public issuance as it relates to the services provided as interim covering Health Officer.

CONSIDERATION:

1. The annual consideration paid by the Recipient to the Provider, set forth herein, shall not exceed $24,000.00 (or $2,000.00 each month).

2. Payments shall be made at the end of each month and shall not begin until the Agreement is fully executed and effective in accordance with the procedures set forth herein.

INSURANCE:

1. The Provider and Recipient will maintain respective policies of liability insurance providing coverage for claims against the Health Officer.

2. The Provider and the Recipient agree to indemnify and hold harmless each other from and against any and all claims, damages, actions, liabilities, including reasonable attorneys’ fees that may occur as a result of the performances under this agreement, but only in proportion to and to the extent such claims, damages, actions, liabilities, costs and
expenses, are caused by or result from their respective negligent or intentional acts or omissions.

DURATION:

This Agreement shall be for one year commencing upon receipt of all parties’ signature and terminate one year unless extended or renegotiated in writing by both parties or terminated early by the Recipient subject to the provisions of this Agreement.

TERMINATION:

Either party reserves the right to terminate this Agreement prior to the expiration of the one year by providing thirty (30) days advance written notification to terminate the Agreement and setting forth the proposed date of withdrawal.
A fully executed copy of this Agreement shall be filed in the Offices of the Municipal Clerk in the respective municipalities. A fully executed copy of this Agreement shall be submitted to the New Jersey Department of Health and the New Jersey Department of Community Affairs, Division of Local Government Services.

By the approval of this Agreement, the Mayor and Municipal Council expressly authorizes the Business Administrator and/or the Director of Health, to adopt the necessary protocols to effectuate this Agreement.

This Agreement is governed by the laws of the State of New Jersey and contains all the terms and conditions agreed upon by the parties hereto and there are no other agreements, oral or otherwise, between the parties regarding the subject matters of this Agreement.
IN WITNESS WHEREOF, each party has caused this Agreement to be signed and their corporate seals to be hereunto affixed, pursuant to duly adopted resolutions of their governing bodies, passed for that purpose.

CITY OF NEWARK

MARK J. WADE, MD
DIRECTOR
DEPARTMENT OF HEALTH AND COMMUNITY WELLNESS

DATED:

ATTEST:

KENNETH LOUIS
CITY CLERK

COUNTY OF PASSAIC

CHARLENE W. GUNGIL
HEALTH OFFICER

DATED:

CITY OF NEWARK

KENYATTA STEWART
CORPORATION COUNSEL

DATED:

COUNTY OF PASSAIC

ANTHONY D. DE NOVA
COUNTY ADMINISTRATOR

DATED:

MICHAEL H. GLOVIN, ESQ
COUNTY COUNSEL

DATED: