



**A SHARED SERVICE AGREEMENT FOR THE PROVISION OF A  
COMMUNICABLE DISEASE CONTROL PROGRAM AND OTHER  
SPECIALIZED PUBLIC HEALTH SERVICES BETWEEN THE MONMOUTH  
COUNTY REGIONAL HEALTH COMMISSION NO.1 (MCRHC) AND  
COLTS NECK TOWNSHIP**

Pursuant to the provisions of the *Uniform Shared Services and Consolidation Act*, N.J.S.A. 40A:65-1 *et seq.*, the entities identified herein agree to the following terms and conditions:

**THIS AGREEMENT** is made by and between Colts Neck Township (hereinafter, the **Recipient**) and the Monmouth County Regional Health Commission No. 1 (hereinafter, the **Provider**) entered into on this 1<sup>st</sup> day of JANUARY 2021.

**WHEREAS**, the Monmouth Public Health Coalition (hereafter MPHC), a partnership of local governments and local health agencies, will coordinate the provision of these new shared and regionalized public health services, in a manner that is cost effective for Recipient; and the Provider.

**WHEREAS**, the Governing Body of Colts Neck Township recognizes that the sharing of Regional Public Health Specialized Expertise, as mandated by the State of New Jersey, will be beneficial to protecting the public health, welfare & safety of its residents; and

**WHEREAS**, The MPHC will oversee all activities, develop yearly budgets and annually apportion costs associated with the new shared and regionalized public health services as required by the State of New Jersey; and

**WHEREAS**, therefore there is a need for each local government unit to have representation on the MPHC; and

**WHEREAS**, the Provider can provide communicable disease control program, communicable disease nursing, health education and other specialized public health services and Recipient requires such services in accordance with Chapter 52, Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52, which can be provided without detracting from services currently being provided by the Provider and Recipient; and

**WHEREAS**, the Provider employs the Regional Public Health Specialized Expertise staff on behalf of Colts Neck Township and other local governmental units participating in the MPHHC;

**WHEREAS**, by joining the existing services, the Provider and Colts Neck Township avoid having to incur largely duplicative costs to upgrade their programs; and

**WHEREAS**, it is necessary to set forth the terms and condition and procedure for the provision of communicable disease, communicable disease nursing, health education/health promotion and other specialized public health services between the Provider, and Recipient and its contract municipalities; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) provides the mechanism for local governments to enter into contracts for the joint provision of required services.

**NOW THEREFORE BE IT AGREED** by the Provider with its offices at 1540 West Park Avenue, Ocean, N.J. 07712, Recipient, with its offices at 124 Cedar Drive, Colts Neck, NJ 07722 as follows:

**1. LEAD AGENCY** The Provider will serve as the lead agency/provider in this Shared Service Agreement.

**2. TERM** The term of this Agreement shall be for two (2) years, effective January 1, 2021 – December 30, 2022. This term shall be automatically extended for successive two (2) year periods, subject to the successful negotiation of the terms and conditions of the new contract or termination by either party. If either the Provider or Recipient does not intend to renew the Agreement, there must be a six (6) months written notice of this intention prior to the expiration of the term and to allow both parties the time reasonably necessary to obtain alternate services.

**3. REPRESENTATION** The duly appointed Health Officer for each local government unit will be recognized as the *sole voting representative* to the MPHHC; and in addition a local government unit may at its discretion appoint up to two (2) additional *non-voting representatives*.

#### **4. PROVISION OF DEFINED SHARED SERVICES**

Both parties agree to delegate and/or coordinate the provision of communicable disease investigations, communicable disease nursing (basic outbreak assistance/consultation), health education/promotion from a regional health educator, lead analyzer rental/usage/maintenance and other specialized public health services between the Provider and Recipient.

Optional agreed upon services can be obtained from the Provider as noted/referenced in Schedule A (attached). The Provider reserves the right to modify the optional services offered in Schedule A with the mutual written agreement of the Recipient.

## **5. SHARED SERVICES RECIPIENT AGENCY RESPONSIBILITIES**

Recipient herein agrees to provide through its annual municipal budget its duly apportioned financial support and funding as determined by the MPHCC; and to contribute on or before March 1<sup>st</sup> and September 1<sup>st</sup> of each year its financial share as billed and made payable to the Provider (permanent on-going project lead agency).

## **6. SHARED SERVICES LEAD AGENCY/PROVIDER RESPONSIBILITIES**

The Provider will document in accordance with Generally Accepted Accounting Principles all expenditures associated with receipt of said funds and provide all financial records and reports to Recipient in a manner and schedule agreeable to both parties.

## **7. FINANCIAL PROCEDURES**

The Provider shall invoice Recipient quarterly for operational costs incurred by the Provider but attributable to the shared services. All invoices shall be payable within 30 days of the receipt of the properly executed voucher by Recipient. Invoices not paid in 30 days shall accrue interest at the legally established rate, except to the extent of any good faith dispute as to same. Failure of Recipient to pay a voucher within 75 days of billing shall be grounds for immediate termination of services to Recipient by the Monmouth County Regional Health Commission (MCRHC), except for to the extent of any good faith dispute as to same.

## **8. DISPUTE RESOLUTION**

The Administrator/Manager/Health Officer of Recipient and the Health Officer for the Provider shall be responsible for resolving any disputes over the operation and finances of this shared services agreement. Should they be unable to do so, a meeting will be held with the Mayor and member of the Colts Neck Township Committee and the President and a member of the Provider to resolve the dispute. Should these officials be unable to resolve the dispute, the dispute may be referred to binding arbitration as provided by the American Arbitration Association. The distribution of the costs of this arbitration shall be determined by the Arbitrator so selected.


## **9. CANCELLATION**

In accordance with the provisions set forth at N.J.S.A. 26:3A2-12, this Agreement may be cancelled by the Provider or the Recipient by participation of not less than two (2) years, after providing a six (6) month advanced written notification declaring its intention to withdraw by certified copy setting forth the date of withdrawal. Such notification shall be via first class United States Postal Service certified and return receipt mail. During

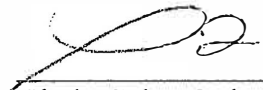
this six (6) month period, both parties shall meet to determine if any differences and disputes can be reconciled.


## 10. MISCELLANEOUS

Any notice required under this agreement shall be served upon the Secretary of the Colts Neck Township and the Secretary of the Monmouth County Regional Health Commission with a copy provided to the Township and Commission Attorneys. A copy of this signed agreement shall be submitted to the New Jersey Department of Health, Office of Local Public Health, P.O. Box 360, Trenton, NJ 08625-0360. Pursuant to the provisions set forth at N.J.S.A. 40A:65-4(b), a copy of this fully executed agreement shall be filed by the local authorities with the New Jersey Department of Community Affairs, Division of Local Government Services, 101 South Broad Street, P.O. Box 803, Trenton, NJ 08625-0803.

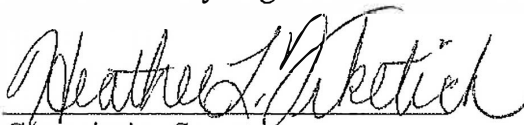
By:   
Colts Neck Township

Date: 2/10/2021

Attest:   
Clerk, Colts Neck Township

By:   
President,  
Monmouth County Regional Health Commission No. 1

Date: 2/24/21

Attest:   
Commission Secretary