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**A SHARED SERVICE AGREEMENT FOR THE PROVISION OF CHILDHOOD  
LEAD EXPOSURE PREVENTION SERVICES BETWEEN THE MONMOUTH  
COUNTY REGIONAL HEALTH COMMISSION NO. 1 AND THE TOWNSHIP  
OF COLTS NECK**

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 (herein after, the **Recipient**) and the Monmouth County Regional Health Commission No. 1 (herein after, the **Provider**) entered into on this 1<sup>st</sup> day of JANUARY 2021.

**WHEREAS**, the Monmouth County Regional Health Commission (MCRHC) will coordinate the provision of these new shared and regionalized public health service, in a manner that is cost effective for Colts Neck Township; and

**WHEREAS**, the Governing Body of Colts Neck 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 MCRHC will oversee all lead exposure prevention activities, develop yearly budgets and seek reimbursement associated with the new shared and regionalized public health services as required by the State of New Jersey; and

**WHEREAS**, the MCRHC will provide Colt Neck Township with all necessary services that comply with the requirements for the Childhood Lead Prevention Grant; and

**WHEREAS**, the MCRHC employs the Regional Public Health Specialized Expertise staff on behalf of Colts Neck Township; and

**WHEREAS**, by joining the existing services, the MCRHC and the Colts Neck Township avoid having to incur largely duplicative costs to comply with the Lead program; and

**WHEREAS**, it is necessary to set forth the terms and condition and procedure for the provision of a Registered Environmental Health Specialist (REHS) with a lead inspector's license and public health nursing, health education and other specialized public health services between the MCRHC and Colts Neck Township; 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 Monmouth County Regional Health Commission with its offices at 1540 West Park Avenue, Tinton Falls, N.J. 07724 and Colts Neck Township with its offices at 124 Cedar Drive, Colts Neck, N.J. 07722.

## **1. LEAD AGENCY**

The MCRHC 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, commencing on January 1, 2021. 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, termination by either party, or the continuation of the New Jersey Childhood Lead Exposure Prevention Grant. Either the MCRHC or Colts Neck Township shall provide six (6) months' written notice of their intent to not renew this Agreement prior to the expiration of the term to allow both parties the time necessary to obtain alternate services.

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

Colts Neck Township herein agrees to inform the MCRHC of any elevated lead exposures that are applicable to the New Jersey Childhood Lead Exposure Prevention regulations or grant. Colts Neck Township shall work collaboratively with the MCRHC to provide appropriate scheduling for inspections and nurse case management services.

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

The MCRHC will document in accordance with Generally Accepted Accounting Practices all expenditures associated with receipt of said funds and provide all financial records and reports to Colts Neck Township in a manner and schedule agreeable to both parties. The MCRHC will document and share all lead investigation data and any nurse case management reports with the Colts Neck Township Health Department.

## **6. FINANCIAL PROCEDURES**

For the entirety of the New Jersey Childhood Lead Exposure Prevention Grant, Colts Neck Township will not be billed for any lead exposure service that meets the criteria of the grant and for which the MCRHC is compensated by the grant. In the absence of the application of this grant, lead exposure services will be invoiced to Colts Neck Township at the following rates:

Lead inspection services	\$40.00/hour
Nurse case manager services	\$100.00/hour

Invoices not paid in 30 days shall accrue interest at the legally established rate.

## 7. DISPUTE RESOLUTION

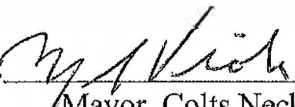
The Administrator/Manager of Colts Neck Township and the Health Officer for the MCRHC shall be responsible for resolving any disputes over the operation and finances of this shared services agreement. Should they be unable to do so, a meeting will be held with the Mayor and member of the Township Committee and the president and a member of the Commission to resolve the dispute. Should these officials be unable to resolve the dispute, the dispute may be referred to binding arbitration by a retired Judge of the Superior Court mutually selected by the Parties. The distribution of the costs of this arbitration shall be determined by the Arbitrator so selected.

## 8. CANCELLATION

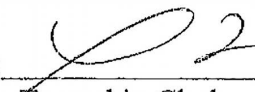
In accordance with the provisions set forth at N.J.S.A. 26:3A2-12, this agreement may be cancelled by the MCRHC or Colts Neck Township by participation of not less than two (2) years, after providing a 120 (one hundred twenty) day advanced written notification declaring its intention to withdraw by certified 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 120 (one hundred twenty) day period, both parties shall meet to determine if any differences and disputes can be reconciled.

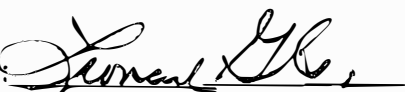
## 9. MISCELLANEOUS

Any notice required under this agreement shall be served upon the Clerk of Colts Neck Township and the Secretary of the MCRHC 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:   
Mayor, Colts Neck Township

Date: 2/16/2021

Attest:   
Township Clerk

By:   
President,

Date: 2/24/21

Monmouth County Regional Health Commission No. 1

Attest:   
Secretary