

**SHARED SERVICES AGREEMENT BETWEEN  
THE MONMOUTH COUNTY BOARD OF HEALTH AND  
COLTS NECK TOWNSHIP in the COUNTY OF MONMOUTH for  
TUBERCULOSIS CONTROL SERVICES**

This **SHARED SERVICES AGREEMENT** entered into this 1<sup>st</sup> day of January, 2023 by and between **THE MONMOUTH COUNTY BOARD OF HEALTH** (herein after the “**PROVIDER**”) and **COLTS NECK TOWNSHIP** (herein after the “**RECIPIENT**”) (collectively the “**PARTIES**”) pursuant to 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:

**WHEREAS**, the **PARTIES** hereto desire to contract for the furnishing of certain Tuberculosis Control Services of a technical and professional nature by the **PROVIDER** to the **RECIPIENT** pursuant to the Local Health Services Act, N.J.S.A. 26:3A2-1 et seq., and N.J.S.A. 40A:65-1 et seq., and N.J.A.C. 8:57-5 Management of Tuberculosis and consistent with the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C.8:52.

**NOW, THEREFORE**, inconsideration of the terms and conditions hereinafter set forth, the **PARTIES** agree as follows:

**I. RESPONSIBILITIES**

1. The **PROVIDER** shall provide duly licensed personnel to carry out the public health activities set forth below. All the above activities shall meet the standard set forth at the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C.8:52.
2. The Health Department of **PROVIDER** shall direct and supervise the delivery of all Tuberculosis (“TB”) Control Services as set forth below.
3. The **RECIPIENT’S** Health Officer shall coordinate with **PROVIDER** for the delivery of said TB Control Services set forth below.
4. **RECIPIENT** agrees that the following costs/fees will be assessed to **RECIPIENT** for clients seeking services within their jurisdiction:
  - Mantoux Testing - \$15.00 per test -in 2022 the NJDOH is now recommending QuantiFERON or T-SPOT TB testing requires a blood test which requires a higher level of skill, a blood draw, spinning and incubation of the blood.
  - QuantiFERON or T-SPOT TB - \$50 per test
    - Positive Mantoux/QuantiFERON or T-SPOT Follow-up- If the client has no insurance \$55.00 per x-ray will be incurred by the client. If the client cannot afford the fee **RECIPIENT’S** health department will be billed the x-ray fee.
    - Physician Visit- A fee of \$75.00 per visit (commonly 2 visits) latent TB examination.
    - Medication monthly Based on average 30 min of the nurse’s time per month with an average hourly rate of \$50/hr = \$25/month (9 Months).
  - New TB Case
    - Chest x-ray a fee of \$55.00/ x-ray (usually 3 x-rays throughout the evaluation period).
    - Physician Visit a fee of \$75.00 per visit (monthly visit for 9-12 months).
    - Contact Mantoux testing each \$15.00.
    - Contacts QuantiFERON QFT/T-SPOT \$50 each
    - Site visit for contacts with an hourly rate of \$50/hr
    - Nursing Hospital visit approximately 2 hours \$50/hr. x 2=\$100.

- Nursing Daily visit: 1 hour per day x5 days/week x 40 weeks = \$7000 (optional other LHD's / DOT- Direct Observation Therapy/TB 70 completion)
- Physician contacts, eye testing charting (approx. 1 hr. /month) 1 hr. x 9 months at \$50 per visit.
- New TB case investigation - this is the patients who are under investigation prior to confirmed TB case -2 hours \$100.

## II. TERMS AND CONDITIONS

The following terms and conditions shall apply to this **AGREEMENT** between the **PARTIES**:

1. Except as otherwise set forth in this **AGREEMENT**, all of the above services provided by **PROVIDER** to the **RECIPIENT**, shall meet the standards stated in N.J.A.C. 8:57-5.
2. The **PROVIDER** shall provide the Tuberculosis ("TB") Control Services specified herein from JANUARY 1, 2023 until the contract is cancelled or amended by either party.
3. Thereafter, this **AGREEMENT** shall be automatically renewed or modified pursuant to law on an annual basis unless **PROVIDER** shall give notice by Certified Mail that it no longer wishes to be bound by this **AGREEMENT** or the **RECIPIENT** forwards to **PROVIDER** by Certified Mail a letter indicating that it no longer wishes to be bound by this **AGREEMENT** at least six (6) months prior to the proposed withdrawal date.
4. The **RECIPIENT'S** costs/fees as noted in Section I, Responsibilities #4 above are to be paid to the **PROVIDER** within thirty (30) days of receipt of invoice from **PROVIDER**.
5. The **PROVIDER** shall not be liable to the **RECIPIENT** for any claims made against it for any damage or injury which may be sustained resulting directly or indirectly from the furnishing of services pursuant to the **AGREEMENT**.
6. The **PROVIDER** and **RECIPIENT** and/or its agents agree to maintain insurance coverage for themselves for all acts or omissions while performing their responsibilities under this **AGREEMENT**. The **RECIPIENT** agrees to add the **PROVIDER** as a named insured on such insurance and agrees to indemnify, hold harmless or defend the **PROVIDER** or its agents or employees from all liabilities, costs and expenses including counsel fees arising out of such acts or omissions.
7. **COMPLIANCE WITH LAW.** The **PARTIES** agree that the services covered by this **AGREEMENT** shall be provided in full compliance with all federal, state and local laws, rules and regulations, including but not necessarily limited to N.J.A.C. 8:57-5 and with the Health Insurance Portability and Accountability Act of 1996, as amended and implemented. The **PARTIES** agree to execute such other documents as may be needed to ensure full legal compliance.

I, Trina Lindsey, do hereby certify the foregoing to be a true and accurate copy of a Resolution passed by the Township Committee of Colts Neck Township during the meeting held on the 7<sup>th</sup> day of December, 2022.



Trina Lindsey, Municipal Clerk

| RECORD OF VOTE  |     |     |    |    |    |
|---|-----|-----|----|----|----|
|   | M S | Yes | No | NV | Ab |
| Mayor Bartolomeo  |     | X   |    |    |    |
| Deputy Mayor Fitzpatrick  | S   | X   |    |    |    |
| Torchia Buss  |     | X   |    |    |    |
| Rizzuto   | M   | X   |    |    |    |
| Viola   |     | X   |    |    |    |
| M - Moved   S - Seconded   X - indicates vote   NV - Not Voting   Ab - Absent |     |     |    |    |    |

IN WITNESS THEREOF, the said parties hereunto unchangeably set their hands or cause thereto, presents to be signed by their proper officers.

ATTEST:

MONMOUTH COUNTY BOARD OF HEALTH

[Clerk of the Board]

[Title and Name on behalf of the board]

DATE:\_\_\_\_\_

DATE:\_\_\_\_\_

ATTEST:

DATE: 12/7/22

COLTS NECK TOWNSHIP

DATE: 12/7/22

APPROVED AS TO FORM:

County Counsel

DATE:\_\_\_\_\_