

PUBLIC HEALTH SHARED SERVICES PARTNERSHIP AGREEMENT

BETWEEN

**County of Mercer, Department of Human Services,
Division of Public Health/LINCS Agency**

AND THE

**Township of Hopewell, Department of Health,
Mercer County, New Jersey**

FOR

**PUBLIC HEALTH PREPAREDNESS AND RESPONSE TO
BIOTERRORISM, OUTBREAKS OF INFECTIOUS DISEASE, AND
OTHER PUBLIC HEALTH THREATS AND EMERGENCIES**

AN AGREEMENT, entered into between the County of Mercer, Division of Public Health having its principal office at 640 South Broad Street, McDade Administration Building, P.O. Box 8068, Trenton New Jersey 08650-0068 hereinafter referred to as the Mercer County LINCS Agency and the Township Of Hopewell, Department of Health, having its principal office at 201 Washington Crossing Pennington Road, Titusville, New Jersey 08560, hereinafter referred to as the Hopewell Township Health Department in the County of Mercer, New Jersey, to ensure an adequate and appropriate level of countywide participation and collaboration for public health preparedness and response to bioterrorism, outbreaks of infectious disease and other public health threats and emergencies, and in accordance with the requirements of the New Jersey Department of Health and Senior Services' Hopewell Township Core Capacity Infrastructure for Bioterrorism Preparedness Grant.

WHEREAS, the County of Mercer has created the Mercer County Division of Public Health pursuant to N.J.S.A. 26:3A2-1 et seq., to provide an array of public health services; and

WHEREAS, the New Jersey Department of Health and Senior Services has designated the Mercer County Division of Public Health as the Hopewell Township Information Network and Communication System – LINCS – agency for Mercer County; and

WHEREAS, the Mercer County LINCS Agency has applied for a Hopewell Township Core Capacity Infrastructure for Bioterrorism Preparedness Grant with the New Jersey Department of Health and Senior Services (DHSS); and

WHEREAS, in the interest of public health preparedness and response, effective and coordinated countywide public health systems must be created utilizing the valuable assets, talents and experience residing in Hopewell Township health departments and LINCS agencies throughout the State; and

WHEREAS, the Hopewell Township Core Capacity Infrastructure for Bioterrorism Preparedness Grant requires inter-Hopewell Township health services agreements between the Mercer County Division of Public Health and Hopewell Township health departments to cooperatively work to plan and implement approved activities and work plan for Mercer County; and

WHEREAS, the Hopewell Township Health Department, herein after known as the "Hopewell Township Health Department," cooperatively work with the Mercer County LINCS Agency for the planning and implementation of State approved services/activities for bioterrorism, infectious disease outbreaks, and other public health threats and emergencies preparedness and response for Mercer County; and

WHEREAS, the parties to this agreement are authorized to contract for said services pursuant to N.J.S.A. 40A:65-7 et seq.;

NOW, THEREFORE, in consideration of the mutual promises, covenants, agreements and other considerations between the parties, the parties do hereby mutually agree as follows:

1. General Provisions

The Mercer County LINCS Agency Health Officer, his/her Hopewell Township Core Capacity Infrastructure personnel and other designated staff and the Hopewell Township Health Department's Health Officer and his/her designated staff shall work in collaboration with each other and in partnership with other the key public health care partners in Mercer County, including but not limited to offices of emergency management, emergency medical services, Hopewell Township first responders, physicians and health care providers, hospitals and health care facilities, Hopewell Township health departments, academic institutions, and with the New Jersey Department of Health and Senior Services, the New Jersey Division of State Police, New Jersey Department of Environmental Protection, and other State and Hopewell Township public health system members in assessing, planning, implementing, and evaluating plans, activities and services for public health care system preparedness and response, and for protecting the population of Mercer County from bioterrorism, infectious disease outbreaks, and other public health threats and emergencies.

2. Mercer County LINCS Agency Activities

The Mercer County LINCS Agency has agreed with the New Jersey Department of Health and Senior Services to build a public health infrastructure unit within its organization by hiring qualified personnel and supporting a DHSS Planner to assist in implementing State approved activities in its Local Core Capacity Infrastructure for Bioterrorism grant, including (state planner, epidemiologist, LINCS coordinator, information technology specialist, health educator/risk communicator, etc) and shall perform activities required by the grant , in cooperation with the Hopewell Township Health Department, for the benefit of all Hopewell Township health department jurisdictions, their municipalities and residents, including but not limited to:

a. Preparedness Planning and Readiness Assessment: Establish and ensure countywide strategic leadership, direction, assessment, and planning/response coordination to ensure readiness, interagency collaboration, Hopewell Township and regional preparedness for bioterrorism, other outbreaks of infectious disease, and other public health threats and emergencies within the county.

b. Surveillance and Epidemiology Capacity: Enhance, develop, and ensure the use of statewide, integrated surveillance systems and epidemiologic capacity for the rapid detection and control of unusual outbreaks of illness that may be the result of bioterrorism, other outbreaks of infectious disease, and other public health threats and emergencies.

c. Health Alert Network, and Communications and Information Technology: Establish, maintain, and ensure the use of a network that will support exchange of key information and training over the Internet by linking public health and private partners on a 24/7 basis; provide for rapid dissemination of public health alerts and advisories; ensure secure electronic data exchange between public health partners' computer systems; and ensure protection of data, information, and systems, with adequate backup, organizational, and surge capacity to respond to bioterrorism, other outbreaks of infectious disease, and other public health threats and emergencies.

d. Communicating Health Risks and Health Information Dissemination: Ensure effective risk communications capacity that provides for timely information dissemination within the county to citizens during a bioterrorist attack, outbreaks of infectious disease, or other public health threat or emergency; train key individuals in communication skills; identify key spokespersons (particularly those who can deal with infectious diseases); develop/disseminate/evaluate printed materials; ensure timely reporting of critical information; develop/implement/evaluate the effectiveness of health education strategies; and effectively interact with the public.

e. Education and Training: Ensure the assessment of the training needs of key public health professionals, infectious disease specialists, emergency department personnel, and other public health care providers related to preparedness for and response to bioterrorism, other outbreaks of infectious disease, and other public health threats and emergencies, and ensure the effective coordination, marketing, facilitation and provision of needed education and training to key target audiences through multiple channels, including academic institutions, distance learning, and other sources.

Hopewell Township Health Department Activities

The Hopewell Township Health Department, pursuant to the terms and objectives of the Hopewell Township Core Capacity Infrastructure for Bioterrorism Grant and this inter-Hopewell Township agreement, agrees to:

a. recognize the Mercer County LINCS Agency, its Core Capacity Infrastructure staff and the DHSS Planner as the planning and coordinating entity for countywide public health preparedness/response, as designated by the New Jersey Department of Health and Senior Services, and will work jointly with the Mercer County LINCS agency and DHSS staff in determining the delineation of responsibilities of the Mercer County LINCS Agency, the Hopewell Township Health Department and other key Hopewell Township public health system

partners in addressing bioterrorism, outbreaks of infectious diseases, and other public health threats and emergencies.

b. with the knowledge and invited participation of the Hopewell Township Health Department's Health Officer, allow the Mercer County LINCS Agency Health Officer, Core Capacity Infrastructure personnel, DHSS Planner, and other designated staff to work within the Hopewell Township Health Department's jurisdiction and directly with key public health partners and facilities to meet grant objectives and perform required activities.

c. assist in the identification of other Hopewell Township public health system partners within its jurisdiction for inclusion in preparedness planning, surveillance, education/training, communication, and response activities, and to facilitate linkages, communication and the exchange of data/information between those partners, the Hopewell Township Health Department, the Mercer County LINCS Agency, and the New Jersey Department of Health and Senior Services.

d. cooperatively work as a partner with the Mercer County LINCS Agency and DHSS staff, and ensure that the Hopewell Township Health Department's Health Officer and other key staff participate in planning meetings; readiness assessment activities; surveillance monitoring and the collection of data and information; information dissemination and communication, including development and maintenance of the LINCS Community Health Alert and Information Network (CHAIN); education and training; drills and exercises, emergency response and other activities referred to above in 2 (a)-(e); and, provide input and guidance, and assist in and facilitate the performance of required grant activities within its jurisdiction. Cooperate with the Mercer County LINCS Agency, DHSS staff, and other public health care partners to assure the completion of required grant activities in accordance with deadlines established in the Hopewell Township Core Capacity Infrastructure Grant.

e. participate in the development and practice of a preparedness/response plan, including staff support and involvement that assures the appropriate development of the plan and public health emergency response within the Hopewell Township Health Department's jurisdiction.

f. ensure the availability of the Hopewell Township Health Department's Health Officer and other key staff on a 24/7 basis to exchange data and information with the Mercer County LINCS Agency and DHSS staff, and to respond to, investigate, collect/submit specimens, and control illnesses or other health threatening conditions resulting from bioterrorism, outbreaks of other infectious diseases, and other public health threats and emergencies within its jurisdiction.

4. Mutual Aid

In the event of a bioterrorist event or incident, outbreak of infectious disease, or other public health threat, emergency event or incident, the Mercer County LINCS Agency and Hopewell Township Health Department agree to provide each other and any other Local health department with mutual aid in the form of human resources, materials, supplies, equipment, etc to support the public health response to the incident, contain the threat, and protect the public's health. Mutual aid shall be requested and provided for large-scale incidents or other incidents that tax the resources of the impacted Hopewell Township health department, or that would otherwise result in an inadequate public health response. Mutual aid involving multiple Hopewell

Township health department jurisdictions within the county will be coordinated by the Mercer County LINCS Agency and with the Hopewell Township Health Departments, in cooperation with the DHSS Planner. For multi-county incidents, mutual aid will be coordinated by the DHSS Regional Planners/Coordinators in cooperation with the LINCS Agencies and the effected Local health departments, in cooperation with DHSS Planners of those counties.

5. Cost of Agreement

There is no cost to the Hopewell Township Health Department nor the municipalities within its jurisdiction associated with the provision of services and the implementation of activities under this Agreement. However, the Hopewell Township Health Department will designate appropriate staff and provide for the fullest participation of the Health Officer and other key personnel to support and implement activities under this Agreement.

6. Term of Agreement

This Agreement shall be for the period of September 1, 2011 to August 31, 2014 and shall remain in effect unless terminated by either party in accordance with section 7, below.

7. Termination

This Agreement may be terminated by either party upon written notice by the party desiring to terminate said agreement. Such notice shall be given no later than sixty (60) days prior to the termination date.

8. Approval

This Agreement and any amendments hereto, shall be subject to the formal approval of the Health Officer of the LINCS Agency and the Health Officer of the Hopewell Township Health Department, and their respective governing bodies as required. The Agreement shall be submitted for review and acceptance of the New Jersey Department of Health and Senior Services, Division of Local Health and Emergency Services.

9. Copy

a. A copy of the fully executed Agreement is to be maintained on file at the administrative offices of both the Hopewell Township Health Department and LINCS Agency, and are subject to review by the DHSS and other interested parties as provided by the Open Public Records Act.

b. In accordance with N.J.S.A. 40A:65-7, a copy of this fully executed agreement shall be filed by the Hopewell Township authorities with: NJDCA, Division of Local Government Services, 101 South Broad Street, PO Box 803, Trenton, NJ 08625-0803.

10. Statutory Authority

Nothing in this Agreement shall be construed as a weakening or diminishing of the Hopewell Township Health Department's, Mercer County LINCS Agencies, and/or DHSS' statutory authority or responsibility to provide public health services.

WE, THE UNDERSIGNED consent to the contents, terms and conditions of this Agreement.

a. For the Mercer County LINCS Agency:

Signature: Brian M. Hughes
Brian M. Hughes, County Executive

Date: 10/4/11

ATTEST:
Signature: Jerlene H. Worthy
Jerlene H. Worthy
Clerk to the Mercer County
Board of Chosen Freeholders

Date: 10/4/11

b. For the Hopewell Township Health Department

Signature: James Burd
James Burd, Mayor

Date: 3/28/11

ATTEST:
Signature: Laurie E. Gompf
Laurie E. Gompf, Municipal Clerk

Date: 3/28/11

Signature: Gary A. Guarino
Gary A. Guarino, Health Officer

Date: 3-28-11

**TOWNSHIP OF HOPEWELL
MERCER COUNTY, NEW JERSEY**

RESOLUTION #11-86

**A RESOLUTION TO AUTHORIZE
THE TOWNSHIP OF HOPEWELL TO
CONTRACT WITH THE COUNTY OF MERCER
FOR HEALTH SERVICES**

WHEREAS, it is the desire of the Governing Body of the Township of Hopewell to contract with the County of Mercer for a mutual aid agreement for public health services as defined under the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52, to ensure an adequate and appropriate level of countywide participation and collaboration for public health preparedness and response to emergencies; and

WHEREAS, the Interlocal Services Act, N.J.S.A. 40:8A-1 et seq permits local units of the State to enter into a contract with any other local unit for the provision of any service which any party to the agreement is empowered to render within its own jurisdiction.

NOW, THEREFORE, BE IT RESOLVED, on this 28th day of March 2011, by the Township Committee of the Township of Hopewell, County of Mercer, State of New Jersey that the Mayor and Clerk be and hereby are authorized to enter into an Interlocal Services Agreement with the County of Mercer for Health Services for public health preparedness and response to bioterrorism, outbreaks of infectious disease, and other public health threats and emergencies. Said services shall be furnished and rendered by the County of Mercer pursuant to a contract, a copy of which is annexed hereto.

Date Adopted: March 28, 2011

Approved as to Form and Legality

Date

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 County Counsel

September 22, 2011

COUNTY EXECUTIVE AND CLERK TO THE BOARD AUTHORIZED TO EXECUTE A PUBLIC HEALTH SHARED SERVICES AGREEMENT BETWEEN MERCER COUNTY DEPARTMENT OF HUMAN SERVICES AND THE TOWNSHIP OF HOPEWELL FOR PUBLIC HEALTH PREPAREDNESS AND RESPONSE TO BIOTERRORISM, OUTBREAKS OF INFECTIOUS DISEASE, AND OTHER PUBLIC HEALTH THREATS AND EMERGENCIES FUNDED BY LINC'S (LOCAL CORE CAPACITY INFRASTRUCTURE FOR BIOTERRORISM PREPAREDNESS GRANT). PERIOD: SEPTEMBER 1, 2011 TO AUGUST 31, 2014 (NO COUNTY FUNDS)

WHEREAS, the Township of Hopewell and the County of Mercer are interested in entering into a Shared Service Agreement as per N.J.S.A. 40A:65-1, et seq., the Uniform Shared Services and Consolidation Act, to ensure an adequate and appropriate level of countywide participation and collaboration for public health preparedness and response to bioterrorism, outbreaks of infectious disease, and other public health threats and emergencies; and,

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 Clerk to the Board

RECORD OF VOTE													
FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.
Cannon	X				✓		Koontz				X		
Carabelli	X						Walter	X					✓
Cimino	X						Colavita	X					
Frisby	X												

X—Indicates Vote Abs.—Absent N.V.—Not Voting
 Res.—Resolution Moved Sec.—Resolution Seconded

WHEREAS, the New Jersey Department of Health and Senior Services Local Core Capacity Infrastructure for Bioterrorism Preparedness Grant, requires a Shared Services Agreement between the Mercer LINCS Agency and local health departments; and,

WHEREAS, it is understood that the County of Mercer and the Township of Hopewell are entering into this Agreement in an effort to maximize benefits and improve Municipal and County interagency collaboration to establish and ensure direction, assessment and planning response coordination for public health readiness; and,

WHEREAS, pursuant to the authority of N.J.S.A. 40A:65-1, et seq., the County of Mercer and the Township of Hopewell have agreed to have the Mercer County Department of Human Services perform activities required by the LINCS Grant for the benefit of the residents of the Township of Hopewell including, but not limited to: Preparedness Planning and Readiness Assessment, Epidemiological Surveillance, Health Alert Network Communications, Health Risk and Health Information Dissemination, Education and Training; and,

WHEREAS, the County of Mercer will work collaboratively with the Township of Hopewell to assess, plan, implement, and evaluate public health preparedness plans, activities, and services in an effort to protect the population of Mercer County from bioterrorism, infectious disease outbreaks, and other public health threats and emergencies; and,

WHEREAS, in exchange for receiving the within service, the Township of Hopewell agrees to indemnify and hold harmless the County of Mercer for any liabilities which may arise out of using the services provided by the Mercer County Department of Human Services; now, therefore,

BE IT RESOLVED, that:

1. The County Executive and Clerk to the Board are hereby authorized to execute a Shared Service Agreement between the County of Mercer and the Township of Hopewell for shared public health preparedness and response to bioterrorism, outbreaks of infectious disease and other public health threats and emergencies for the period September 1, 2011 to August 31, 2014. (No County funds).

2. The Clerk to the Board shall forward an original executed Agreement and certified copy of this Resolution to James Burd, Mayor, Township of Hopewell, 201 Washington Crossing Pennington Road, Titusville, New Jersey 08560, and four (4) executed copies of the Agreement to: one (1) copy to Laurie E. Gompf, Municipal Clerk, Township of Hopewell, one (1) copy to Carl Michaels, Program Management Officer, New Jersey Department of Health and Senior Services, PO Box 360, Trenton, New Jersey 08625-0360, one (1) copy to the Mercer County Department of Human Services Contract Unit, and one (1) copy to the Mercer County Health Officer.



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Clerk to the Board