

**UNIFORM SHARED SERVICES AGREEMENT
BETWEEN**

AND

FOR LOCAL PUBLIC HEALTH SERVICES

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 the _____ (herein after, the **Recipient**) and the _____ (herein after, the **Provider**) entered into on this _____ day of _____ .

THIS AGREEMENT, pursuant to the provisions of the *Local Health Services Act, N.J.S.A. 36:3A2-1 et seq.*, shall be for the purpose of ensuring a public health program in accordance with _____ and any other applicable administrative rules and/or statutes promulgated by the State of New Jersey.

The purpose of this **Agreement** is _____ .

THIS AGREEMENT shall adhere to all applicable local ordinances.

A. ADMINISTRATION:

1. The Provider's local health department is designated the statutorily recognized local health agency for the Recipient.
2. The Provider's Health Officer is designated the full-time Health Officer and Chief Executive Officer of the Recipient for all public health services and activities.
3. The Health Officer shall provide technical and professional services to assure the provision of core public health services, along with any elected services, that meet the standards set forth at *Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52*.
4. The Health Officer shall assess public health needs, plan, organize and implement public health activities within the Recipient municipality.
5. The Health Officer, as Chief Executive Officer for all public health services, shall administer the local public health program meeting the standards set forth at *Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52*, within the Recipient municipality.
6. The Health Officer shall leave the investigation of and public health response to all emergencies, disasters and/or hazardous situations within the Recipient's municipality.

7. The Provider and its Health Officer shall respond 24/7/365 with a 3-by-3 redundancy/back-up (3 staff with 3 means of contact) for all emergencies, disasters and/or hazardous situations.
8. To fulfill the requirements of core public health activities, along with elected activities, the Provider, through the actions of the Health Officer, may designate qualified and experienced representatives, to assume responsibility for delegated activities as may be required, necessary and/or prudent to carry out and discharge public health duties.
9. The Health Officer may delegate activities to customary personnel, such as nurses, environmental specialists, health educators and any others, as may be required to carry out core activities. Customary personnel that have been delegated activities shall satisfy the requirements set forth at *Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52*, and *Licensure of Persons for Public Health Positions, N.J.A.C. 8:7*.
10. The Health Officer shall direct all public health personnel and public health service contracts of both the Recipient and the Provider. All present and future employees of the Recipient shall be under the administrative direction of the Health Officer.
11. Statutory control to recruit, retain and/or terminate staff employed by the Recipient shall be vested with the Recipient. The Provider Health Officer shall assure that all staff are appropriately licensed and qualified to perform their assigned duties.
12. The Health Officer shall be accountable to the Recipient's Board of Health with respect to all public health activities pertaining to the Recipient's community.
13. The Health Officer shall advise and assist the Recipient's Board of Health with respect to violations of public health statutes and ordinances and the compliance thereof.
14. The Health Officer shall attend regular and special meetings of the Recipient's Board of Health.
15. The Health officer shall provide the Recipient and its Board of Health with monthly performance and activity reports.
16. The Health Officer shall provide the Recipient and its Board of Health with an annual report at the close of the calendar year.

B. SERVICES:

C. PUBLIC HEALTH PRIORITY FUNDING:

1. The Provider's Health Officer shall assume responsibility and complete in a timely manner the annual Public Health Priority Funding Application, if eligible.
- 2, Public Health Priority Funding received by the Provider shall be used to support and provide a public health program meeting State standards to the Provider's jurisdiction, including the Recipient's municipality.

D. INSURANCE:

E. FINANCIAL TERMS:

F. DURATION:

The terms of this **Agreement** shall be for a minimum of two (2) years. This agreement is effective beginning on the _____ day of _____ and ending on the _____ day of _____ .

G. EXTENSION OF TIME:

The terms of this **Agreement** shall be automatically extended for successive two (2) year periods unless renegotiated or terminated by either party.

H. TERMINATION:

In accordance with the provisions set forth at *N.J.S.A. 26:3A2-12*, either party may terminate this **Agreement** by participation of not less than two (2) years, by providing six (6) months advance 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.

I. COPY

1. 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.
2. 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.

IN WITNESS HEREOF, each party has caused its authorized officials to sign this Agreement on its behalf on this _____ day of _____, 20_____

FOR:

ATTEST:

DATE:

[Name and Title]

FOR:

ATTEST:

DATE:

[Name and Title]
