

CITY OF VINELAND

RESOLUTION NO. 2018- 225

A RESOLUTION AUTHORIZING THE CITY OF VINELAND TO ENTER INTO A SHARED SERVICES AGREEMENT WITH THE COUNTY OF CUMBERLAND TO PROVIDE PUBLIC HEALTH NURSE CASE MANAGEMENT AND ENVIRONMENTAL SERVICES FOR LEAD-BURDENED CHILDREN.

WHEREAS, N.J.S.A. 40A:65-4 (Shared Services Act), permits any local unit of the State to enter into a contract with any other local unit or units for the joint provision within their several jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, the County of Cumberland is a state certified, local health department, which provides public health services to County residents and is also a grant funded agency of the Child and Adolescent Health Program; and

WHEREAS, the County of Cumberland has agreed to award grant funding to the City of Vineland Department of Health for the purpose of hiring one full time Registered Nurse and two (2) full time Lead Inspector/Risk Assessors in accordance with N.J.A.C. 8:51 (Childhood Lead Poisoning), for the period between July 1, 2018 and June 30, 21019 in order to work collaboratively to service all of Cumberland County

WHEREAS, it is the desire of the Department of Health to accept the grant award and enter into a Shared Services Agreement with the County of Cumberland;

BE IT RESOLVED by the City Council of the City of Vineland, as follows:

1. THAT, pursuant to the provisions of N.J.S. 40A:65-4 (Shared Services Act), the Director of the Department of Health or his designee are hereby authorized to execute an Shared Services Agreement between the City of Vineland and The County of Cumberland (the "Lead Agency") to provide Public Health Nurse Case Management and Environmental Services for Lead-Burdened Children.

2. THAT The County of Cumberland ("Lead Agency") shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey with respect to the activities implemented under said agreement.

Adopted:

\_\_\_\_\_  
President of Council

ATTEST:

\_\_\_\_\_  
City Clerk

**SHARED SERVICES AGREEMENT BETWEEN THE  
CITY OF VINELAND DEPARTMENT OF HEALTH AND THE  
CUMBERLAND COUNTY DEPARTMENT OF HEALTH**

This Shared Services Agreement, as permitted under N.J.S.A. 40A:65-1 et seq., effective July 1, 2018 – June 30, 2019 between City of Vineland Department of Health (“VHD”) and the Cumberland County Department of Health (“CCDOH”) establishes a formal agreement between two parties and the responsibilities of both parties to one another with regard to the delivery of public health nurse case management and environmental services for lead-burdened children (the “Agreement”). This Agreement will continue until such time as it is modified or terminated as set forth herein

**I. Purpose**

The purpose of this Agreement is to provide a framework for cooperation between the City of Vineland and Cumberland County Health Department in developing a collaborative relationship for the delivery of public health nurse case management and environmental services for lead-burdened children. The City of Vineland is mandated to provide, directly or indirectly, public health nurse case management and environmental services to lead-burdened children living in their jurisdiction. The Cumberland County Health Department, a grant-funded agency of the Child and Adolescent Health Program, has agreed to provide grant funding to the City of Vineland for the purpose of hiring one full time Registered Nurse and two full time Lead Inspector/Risk Assessors in accordance with N.J.A.C. 8:51 (Childhood Lead Poisoning), between July 1, 2018 and June 30, 2019 in order to work collaboratively to service all of Cumberland County.

**II. Background**

City of Vineland and Cumberland County Health Department share common priorities and interests in primary and preventive care services delivery. Each organization has unique competencies through which it addresses this goal. City of Vineland and Cumberland County Health Department recognize that, by forming a strategic partnership, they can capitalize on the individual strengths of each organization to achieve the established goals and objectives for public health services delivery and those of related interest.

The City of Vineland is a state certified, local health department which provides public health services to the residents of the Vineland, New Jersey. In the course of providing such care, the City of Vineland is responsible under N.J.A.C. 8:51 to follow-up on lead-burdened children in their jurisdiction, specifically environmental intervention and nursing case management.

The Cumberland County Health Department is a state certified, local health department located in Cumberland County, which provides public health services to the residents of the Bridgeton City, Commercial Township, Deerfield Township, Downe Township, Fairfield Township, Greenwich Township, Hopewell Township, Lawrence Township, Maurice River Township, Millville City, Shiloh Borough,

Stow Creek Township. The Cumberland County Health Department is also a grant-funded agency of the Child and Adolescent Health Program, and has agreed to expand their service jurisdictions to nearby municipalities/counties for provision of nurse case management and environmental services in accordance with N.J.A.C. 8:51 (Childhood Lead Poisoning), between January 1, 2018 and June 30, 2018.

The City of Vineland and Cumberland County Health Department are uniquely positioned to provide leadership in both the County of Cumberland and City of Vineland through its mission to serve the interests of individuals in accessing quality public health services, to expand health access, reduce health disparities, increase health outcomes, and improve the quality of life of residents.

### **III. Statement of Responsibilities**

In consideration of the above stated mutual interests and objectives, the parties agree to the following:

*City of Vineland will:*

1. Comply with the provision of public health nurse case management and environmental services in accordance with N.J.A.C. 8:51 for lead-burdened children living in jurisdictions covered by the City of Vineland;
2. Encourage nurse case managers and Lead Inspector/Risk Assessor to participate in joint home visits;
3. Ensure that designated Lead Inspector/Risk Assessor will consult and meet regularly with public health nurses to discuss the active cases; and,
4. Document, including scanning and uploading all relevant documents, into the Childhood Lead Poisoning Information Database (LeadTrax), all activities related to nurse case management services conducted for the lead-burdened children living in jurisdictions covered by the City of Vineland;
5. Ensure confidentiality, privacy, and security of information in accordance with HIPAA and other applicable federal or state laws; and
6. Comply with all applicable federal, state, and local laws and regulations governing the provision of public health nurse case management and environmental services.
7. Provide Lead Program Coordinator with all documents and information related to the Lead Grant Program upon request.
8. Nurse Case Managers and Lead Inspector/Risk Assessor will attend quarterly and any other special Lead Meetings held by the Lead Program Coordinator at the Cumberland County Department of Health.
9. Invoice the Cumberland County Health Department no later than **October 9, 2018, January 9, 2019, April 9, 2019, and July 9, 2019** for the previous quarter's expenditures.

*Cumberland County Health Department will:*

1. Comply with the provision of public health nurse case management and environmental services in accordance with N.J.A.C. 8:51 for lead-burdened children

- living in jurisdictions covered by the City of Vineland;
2. Provide to the City of Vineland Grant funds as itemized in **Exhibit A**.
  3. Ensure confidentiality, privacy, and security of information in accordance with HIPAA and other applicable federal or state laws; and
  4. Comply with all applicable federal, state, and local laws and regulations governing the provision of public health nurse case management services.
  5. Lead Program Coordinator will provide the City of Vineland advance notice of quarterly Lead Meetings for City of Vineland Lead Program staff to attend.
  6. Reimburse the Vineland Health Department quarterly and upon invoice for staff salaries, fringe, and programmatic expenses included in the grant.

#### **IV. General Provisions**


1. During the term of this Agreement, **both parties** shall comply with all federal, state, and municipal laws, rules and regulations generally applicable to the activities performed pursuant to this Agreement.
2. **Each of the parties** is an independent entity and neither party shall hold itself out as an agent, partner, or representative of the other.
3. Failure by either party to exercise any right or demand performance of any obligation under this Agreement shall not be deemed a waiver of such right or obligation.
4. If any of the provisions of this Agreement are, or become invalid, to any extent, the other provisions of this Agreement shall not be affected thereby. In the event of the invalidity of a provision, the parties agree to accept a provision which reflects as closely as possible the intention of the invalid provision.
5. This Agreement may not be assigned without the prior written consent of the NJDOH.
6. The laws of the State of New Jersey govern this agreement.
7. The parties agree that continuation of funding under this Agreement is expressly dependent upon the availability of funds provided to the Cumberland County Health Department through the Child Health Grant administered by NJDOH.


**V. Duration of the Agreement**

It is mutually agreed upon and understood by the parties that:

1. This Agreement will expire on June 30, 2019, and the parties will meet prior, to consider renewing or modifying the Agreement after receiving guidance from the New Jersey Department of Health;
2. This Agreement shall become effective upon signature by authorized officials from the City of Vineland and Cumberland County Health Department, and will remain in effect until modified or terminated by one or all of the parties, by mutual consent, or upon 60 days prior written notice.
3. Modification of the Cumberland County Health Department's grant with the Child and Adolescent Health Program will not immediately terminate this agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of April 25, 2018 (Effective Date).

  
\_\_\_\_\_  
Megan Sheppard  
Health Officer  
Cumberland County Health Dept.

  
\_\_\_\_\_  
Macleod Carré  
Health Director  
Vineland Health Dept.

4/25/18  
\_\_\_\_\_  
Date

19 April 2018  
\_\_\_\_\_  
Date

**EXHIBIT A**

**Child Health Grant Budget Allowance for Vineland Health Department  
July 1, 2018 – June 30, 2019**

**Salary and Fringe for Nurse Case Manager: \$73,700**

**Salary and Fringe for 1 Lead Inspector/Risk Assessors: \$62,280**

**Equipment (Replacement Bulbs for XRF machine, cell phone service,  
mobile wi-fi): \$7,368**

**Program Expenses (Dust Samples, Radiation License Fee): \$4,000**

**Office Supplies: \$3,000**

**Mileage/Travel: \$2,000**

**TOTAL: \$152,348**

**\*Any item not included in the itemization above must get prior approval  
from the Lead Program Coordinator before purchasing.**