

CITY OF VINELAND

RESOLUTION NO. 2021- 134

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BY AND BETWEEN THE CUMBERLAND COUNTY DEPARTMENT OF HEALTH AND THE CITY OF VINELAND DEPARTMENT OF HEALTH ON BEHALF OF THE CITY OF VINELAND TO ADDRESS COVID-19 TESTING IN CUMBERLAND COUNTY.

WHEREAS, the COVID-19 pandemic has an adverse effect on all of the United States, State of New Jersey, Cumberland County and City of Vineland and the Center for Disease Control (CDC), the Nation's health protection agency, finds that testing for COVID-19 is an integral part in the tracking, treating and decreasing the impact of the disease; and

WHEREAS, the City of Vineland Health Department and Cumberland County Health Department would benefit from working together in addressing the COVID-19 testing with the Cumberland County Health Department and City of Vineland providing staff and locations for the testing; and

WHEREAS, funds are available for cost reimbursement to Health Departments who are proactive in testing for the disease and it is determined that the Cumberland County Health Department, as the lead agency, would apply for funding for the testing project and would provide the Vineland Health Department reimbursements for costs incurred between December 1, 2020 and June 30, 2021 in an amount not to exceed \$41,000.00; and

WHEREAS, the Director of the Vineland Health Department has requested the City Council consider the execution of a shared services agreement for COVID-19 testing and cost reimbursements with the Cumberland County Health Department; and

WHEREAS, the Director felt it necessary and emergent to execute the Shared Services Agreement as quickly as possible so as to provide COVID-19 testing to Vineland residents as well as other Cumberland County residents as quickly as possible and therefore executed the Shared Services Agreement with the Cumberland County Department of Health prior to obtaining Council's approval; and

WHEREAS, the Parties recognize the benefits and economies to be achieved by utilizing shared services for the performance of services that can be done more efficiently in combination then separately and the Parties are authorized, pursuant to the Uniform Shared Services Consolidation Act, N.J.S.A.40A: 65-1, et seq., to enter into a shared services agreement with any other local unit to provide or receive any service that each local unit could perform on its own.

WHEREAS, the Parties wish to outline their respective duties and obligations relative to the administration of the COVID-19 testing in Cumberland County and submission of costs for reimbursement by way of a Shared Services Agreement.

CITY OF VINELAND

NOW THEREFORE BE IT RESOLVED by the Council of the City of Vineland that the Director of the Vineland Department of Health is authorized to execute a Shared Services Agreement for the administration of the COVID-19 testing in Cumberland County with the provision of staffing and facilities in Vineland from December 1, 2020 through June 30, 2021 in the form as attached hereto and made a part hereof.

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
TO ADDRESS COVID-19 TESTING IN CUMBERLAND COUNTY**

This Shared Services Agreement, as permitted under N.J.S.A. 40A:65-1 et seq., effective December 1, 2020 through June 30, 2021 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 in relation to testing Covid-19 patients in our collective jurisdiction(s) (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 Department of Health and Cumberland County Health Department in addressing Covid-19 testing. The Cumberland County Health Department is the lead agency for the Covid-19 testing project. As such, the CCDOH will receive all funding and will provide the VHD with payment in order for them to provide services throughout both jurisdictions. Reimbursement will be made upon completion of individual Covid-19 tests between December 1, 2020 and June 30, 2021.

II. Statement of Responsibilities

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

City of Vineland will:

1. Provide qualified staff to administer the Vault Health, "in person" test kits to the public.
2. Assist patients in entering their insurance information into the Vault Health registration portal. VHD is not responsible for billing insurance companies for the services provided.
3. Ensure confidentiality, privacy, and security of information in accordance with HIPAA and other applicable federal or state laws.
4. Invoice CCDOH no more than once month, and within 5 business days after June 30, 2021 with a final invoice. Invoice should include details required for grant reporting.
5. Provide monthly testing locations and schedules to CCDOH and alert them of any changes.
6. Conduct a "pop-up" testing location at the request of CCDOH, when given at least 72 hours' notice.
7. Cooperate with CCDOH and the County of Cumberland for information requested by the State of New Jersey, particularly as needed for grant reporting.

8. Work with the CCDOH to determine the appropriate number of tests kits to administer. While it is assumed that four thousand kits will be utilized through this program, the actual number used will be dependent on the ability of the test kit provider to secure funding via insurance reimbursement for the kits administered. CCDOH will purchase kits in batches of five hundred to minimize concerns of exceeding the budgetary limits.

Cumberland County Health Department will:

1. Provide VLDHD with Vault Health, "in person" Covid-19 test kits.
2. Provide support to the VLDHD staff in the form of scheduling for larger testing clinics.
3. Provide resources to the VLDHD staff in the form of computer tablets with internet connectivity, and sufficient PPE to perform testing administration.
4. Reimburse VLDHD compensation for the time to administer "in person" test kits to the public at a rate of \$10.25 for each test that is administered up to \$41,000.
5. Monitor purchases to ensure testing kit purchases do not exceed the budgetary limits.
6. Ensure confidentiality, privacy, and security of information in accordance with HIPAA and other applicable federal or state laws.

III. General Provisions

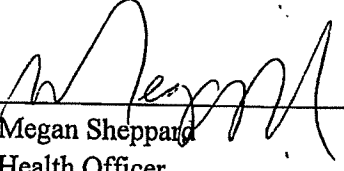
1. During the term of this Agreement, **both parties** shall comply with all federal, state, and municipal laws, rules and regulations generally applicable to the activities performed pursuant to this Agreement.
2. **Each of the parties** is an independent entity and neither party shall hold itself out 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. The laws of the State of New Jersey govern this agreement.
6. The parties agree that continuation of funding under this Agreement is expressly dependent upon the availability of funds and testing materials.

IV. Duration of the Agreement


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

1. This Agreement will expire on June 30, 2021, 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 funding will not immediately terminate this agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the 2 day of December, 2020.



Megan Sheppard
Health Officer
Cumberland County Health Dept.



Carrie Macleod
Health Director
Vineland Health Dept.

12/2/2020
Date

DEC 2, 2020
Date