

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
ESSEX REGIONAL HEALTH COMMISSION
AND
THE WEST ORANGE TOWNSHIP'S HEALTH DEPARTMENT**

This Professional Services Agreement (“Agreement”) is made and entered into as of the 1st day of July, 2022 (the “Effective Date”), by and between Essex Regional Health Commission (hereinafter “ERHC” or “PROVIDER”) and The Township of West Orange (hereinafter “WEST ORANGE” or “RECIPIENT”).

WHEREAS, ERHC and WEST ORANGE are both designated as Local Health in compliance with N.J.A.C. 8:52-3.3 and N.J.A.C. 8:52-4.1 by the New Jersey Department of Health (“NJDOH”); and

WHEREAS, ERHC and WEST ORANGE are recipients of the Strengthening Local Public Health Capacity funds for fund year 2022/2023, and as Grant recipients, each is required to work on mandated grant activities as specified in “Attachment C - Program Specification” of the Grant Application, attach hereto as Exhibit A; and

WHEREAS, WEST ORANGE has requested the assistance of ERHC in addressing mandatory Strengthening Local Public Health Capacity Grant activities along with the hiring and management of mandatory full-time Local Health Outreach Coordinator (LHOC), full-time Infectious Disease Preparedness Generalist (IDPG) and two part-time LHOC support staff to assure progress report requirements are met and to provide other assistance as appropriate.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, ERHC and WEST ORANGE agree as follows:

1. **Scope of Service.** The PROVIDER and RECIPIENT agree to provide the services set forth in Exhibit B, attached hereto and incorporated herein by this reference (the “Services”).
2. **Term.** The term of this Agreement shall commence on the Effective Date and shall terminate June 30, 2023 unless this Agreement is otherwise extended or terminated in accordance with the terms specified herein.
3. **Payment.** WEST ORANGE agrees to pay PROVIDER \$235,000 for Services completed in accordance with the terms of this Agreement. The PROVIDER shall provide an invoice detailing the Services provided during that period. The PROVIDER shall be paid quarterly during the term of the Agreement in the amount of \$58,750 with payment being due and payable on or before September 30, 2022, December 31, 2022, March 31, 2023 and June 30, 2023. If this Agreement is renewed pursuant to its terms, then in that event, RECIPIENT will

continue to pay the sum of \$58,750 per quarter, subject to available funding under the Strengthening Local Public Health Capacity Grant and Municipal Council approval.

4. **Termination.** Either PROVIDER or RECIPIENT may terminate the Agreement upon thirty (30) days written notice to the other party to the Agreement.
5. **Indemnification.** ERHC and WEST ORANGE agree to hold each other harmless from any and all obligations, penalties, fees, liabilities, judgments, claims and demands which may arise out of this Agreement and further agrees to save and hold harmless each other and to defend at its own cost and expense any such claim or lawsuit instituted by third parties against the other party. Nothing contained herein shall relieve ERHC or WEST ORANGE from liability for negligence or other wrong doing of its agents, servants and/or employees.
6. **Insurance.**
 - a. **General Requirements.** PROVIDER shall maintain for the duration of the Agreement, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by PROVIDER, its agents, employees, representatives, assigns or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission and shall be in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - b. **Primary Insurance.** PROVIDER's insurance coverage shall be primary insurance with respect to WEST ORANGE, its officers, officials, employees and volunteers shall apply separately to each project or location. Any insurance or self-insurance maintained by the WEST ORANGE, its officers, officials, employees or volunteers shall be excess of PROVIDER's insurance and shall not contribute with it.
 - c. **Additional Insured Status.** The Township of West Orange is to be listed as additional insured for liability arising out of activities performed by or on behalf of PROVIDER.
 - d. **Certificate of Insurance/Endorsements.** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, must be supplied to WEST ORANGE. ERHC must notify WEST ORANGE immediately of any material changes to insurance coverage, such as changes in limits, coverages, status of policy, etc. WEST ORANGE reserves the right to require complete copies of insurance policies at all times.
 - e. **Workers Compensation Insurance.** PROVIDER shall procure and maintain during the life of the Agreement workers' compensation insurance in the statutory amounts, pursuant to N.J.S.A. 34:15-1 et seq. (\$500,000 each accident/\$500,000 policy limit).
 - f. **Amounts.** All insurance shall be written for up to the following limits of liability:

Bodily Injury Liability Insurance	\$1,000,000.00 each person \$2,000,000.00 each occurrence
Property Damage Liability	\$1,000,000.00 each person \$1,000,000.00 each occurrence

7. **Renewal/Extension.** The term of the Agreement may be extended for one (1) year unless terminated by either party by written notice thirty (30) days prior to the end of the then current term subject to Municipal Council approval.
8. **Dispute Resolution.** In the event a dispute arises concerning the terms and conditions of the Agreement, ERHC and WEST ORANGE agree:
 - a. A representative designated by PROVIDER and a representative designated by RECIPIENT shall attempt to resolve the dispute, if that is unsuccessful;
 - b. ERHC and WEST ORANGE agree to appoint a retired Superior Court judge to act as mediator of the dispute. ERHC and WEST ORANGE agree that the decision rendered by the mediator shall not be binding on the parties and shall in no way prejudice any rights they may have to pursue all available legal and equitable remedies.
9. **Authorization.** Each party represents and warrants to the other that all actions necessary to enter into and perform all obligations required by the Agreement have been validly taken and that the undersigned are authorized to execute the Agreement.
10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
11. **No Assignments.** This Agreement may not be assigned without the written consent of all parties.
12. **Entire Agreement.** This Agreement, including the Exhibits hereto, represents the entire agreement between the parties hereto and supersedes all prior and contemporaneous written or oral agreements and all other communications between the parties relating to the Services to be rendered hereunder. Any additions, deletions or modifications shall not be binding on either party unless accepted and approved in writing by duly authorized representatives of both parties, subject to Municipal Council approval. In the event of any contradictory provisions between this Agreement and the terms of any Exhibits, attachments or other documents issued by ERHC or WEST ORANGE in connection herewith, the terms set forth in the body of this Agreement shall prevail.
13. **Severability.** The provisions of this Agreement shall be deemed severable, and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties, unless to do so would clearly violate the present legal and valid intention of the parties hereto.

14. **Notice.** All notices, consents, request, demands and other communications required or permitted hereunder shall be in writing (which includes facsimile) and shall be deemed given if (i) delivered personally, by overnight mail or by courier service; (ii) when sent by confirmed facsimile; or (iii) if mailed by U.S. registered or certified mail (return receipt requested) to the party at the party's address written below or at such other address as the party may have previously specified by like notice. If by mail, delivery shall be deemed effective three (3) business days after mailing.

If to PROVIDER:

Carrie Nawrocki, Health Officer
Essex Regional Health Commission
204 Hillside Avenue
Livingston, New Jersey 07039
Fax: 973-251-2779

If to RECIPIENT:

The Township of West Orange
66 Main Street
West Orange, NJ 07052

15. **Copy.**

- a. 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, New Jersey 086250360.
- b. Pursuant to the provisions set forth in 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, New Jersey 08625-0803.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Professional Services Agreement has been duly executed by the authorized representatives of the parties hereto as of the date first set forth above.

Dated: _____, 2022

ESSEX REGIONAL HEALTH COMMISSION

By: _____

Name: _____

Title: _____

Dated: _____, 2022

THE TOWNSHIP OF WEST ORANGE

By: _____

Name: _____

Title: _____

Exhibit B

Essex Regional Health Commission and West Orange Shared Service Agreement

For Provider Responsibilities:

- Hire one full-time Local Health Outreach Coordinator (LHOC)
- Hire one full-time Infectious Disease Preparedness Generalist (IDPG)
- Hire two part-time LHOC support staff
- Oversight and management of the LHOC, IDPG and LHOC support staff to facilitate the recipient's completion of grant deliverables specified in Grant RFA
- Contact information of the full-time LHOC, IDPG and part-time LHOC support staff will be provided to NJDOH.

For Recipient Responsibilities:

- Provide a primary liaison for coordination of operational activities related to implementation of this agreement and generally make relevant West Orange staff available to participate in these activities as needed.
- Provide intra and interdepartmental coordination as required.
- Provide office supplies, copying, AV/technology equipment and logistical support as needed to support training and exercises conducted pursuant to this agreement.
- Provide a suitable work location and incidentals as needed to support the provider's onsite activities.