SHARED SERVICES AGREEMENT FOR HEALTH CLINIC SERVICES

This agreement is made and entered into this ______ day of January, 2021 by and between:

THE BOARD OF HEALTH OF THE TOWNSHIP OF MONTVILLE, having its office at 195 Changebridge Road, Montville, NJ 07045 (hereinafter: "Provider")

AND

THE BOARD OF HEALTH OF THE TOWNSHIP OF BOONTON, having its office at 155 Powerville Road, Boonton Township, NJ 07005 (hereinafter: "Recipient")

WHEREAS, the Recipient wishes to contract with the Provider for the provision of certain public health clinic services for its residents as hereafter set forth;

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I: SCOPE OF SERVICES

- A. Provider public health clinics and screenings to be offered throughout the year would be open to any Boonton Township resident wishing to attend such clinics or screenings. Such clinics or screenings may include, but are not limited to, SMAC Blood Chemistry, Male Cancer, Female Cancer, Bone Density, and Health Fairs.
- B. Any Township of Boonton resident wishing to attend a Provider's public health clinic or screening must register directly with the Township of Montville Health Department or its sponsoring clinician service, whichever is applicable.
- C. The Recipient is responsible for the promotion of the Provider's public health clinic services to Township of Boonton residents.

ARTICLE II: PAYMENTS AND COMPENSATION

- A. Township of Boonton residents will be responsible to pay the Provider or its sponsoring clinician, directly at a rate as fixed by the Health Officer for each such clinic or screening.
- B. The Recipient shall pay the Provider an annual administrative fee of five hundred dollars (\$500.00) per annum on or before June 30 of each year.

ARTICLE III: DURATION OF CONTRACT, TERMINATION, AMENDMENT, AND INDEMNIFICATION

- A. It is understood and agreed by and between the parties hereto that this Agreement shall be for a period of three (3) years, beginning January 01, 2021 and terminating on December 31, 2023.
- B. Either party may terminate this Agreement prior to the expiration date of the term upon 90 days advance written notice to the other party.
- C. The parties may renegotiate this agreement up to ninety (90) days prior to its termination date.
- D. Any amendments to this Agreement must be in writing, must specify the effective date of the amendment, and must be executed by the chief administrative official of both parties or his/her designated representative.
- E. The Recipient and the Provider agree to hold harmless and indemnify the other party from and against any and all claims, damages, losses and expenses, including reasonable counsel fees arising out of the provision of services set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed by their proper officers and sealed and dated this 11th day of January, 2021.

BOARD OF HEALTH OF THE TOWNSHIP OF MONTVILLE

| | ATTEST: |
|--------------------------|-------------------------|
| | |
| | |
| Charles Perry, President | Amanda Rizzo, Secretary |

BOARD OF HEALTH OF THE TOWNSHIP OF BOONTON

ATTEST:

William Klingener, Chairman

Douglas Cabana, Secretary