

AGREEMENT BETWEEN THE CITY OF PATERSON

DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF HEALTH

and THE COUNTY OF PASSAIC HEALTH DEPARTMENT

THIS is made this 1st day of January 2024 between **THE CITY OF PATERSON** (hereinafter **PROVIDER**) and **THE COUNTY OF PASSAIC HEALTH DEPARTMENT** (hereinafter **RECIPIENT**).

WHEREAS, the parties desire to contract for the furnishing of Tuberculosis Control Services of a technical and professional nature by the **PROVIDER** to the **RECIPIENT** pursuant to N.J.S.A. 26:3A2-1 et seq. and N.J.S.A. 40A:65-1 et seq. and N.J.A.C. 8:57-5; and for towns of Woodland Park \$2,000.00, Prospect Park \$2,000.00, Wanaque \$2,000.00, West Milford \$500.00, Haledon \$2,000.00. for a total of \$8,500.00.

WHEREAS, public health services are administered in the County of Passaic Health Department through an Advisory Board of Health or Health Authority as prescribed by N.J.S.A. 26:3-1.

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

I. RESPONSIBILITIES

1. The **PROVIDER** will deliver TB clinical care, case management and laboratory monitoring of suspects and cases of the **RECIPIENT** in accordance with the New Jersey Department of Health's Standards of Care for Active Tuberculosis Disease and Latent TB Infection, March 2007 and the recommendations of the American Thoracic Society, Centers for Disease Control & Prevention and the Infectious Diseases Society of America, published in the MMWR, June 30, 2003, "Treatment of Tuberculosis."
2. The **PROVIDER** will deliver TB clinical care, management and laboratory monitoring of latent TB infection of the **RECIPIENT** in accordance with New Jersey Department of Health and Senior Services' Standards of Care for Active Tuberculosis Disease and Latent TB Infection, March 2007 and the recommendations of the American Thoracic Society and Centers for Disease Control & Prevention, published in the MMWR, June 9, 2000, "Targeted Tuberculin Testing and Treatment of Latent TB Infection."
3. The **PROVIDER** will provide outreach services, by outreach staff to facilitate directly observed therapy (as ordered by the attending physician), interview of infectious or potentially infectious TB suspects and/or cases of the **RECIPIENT** to identify and refer contacts for clinical evaluation, locate patients overdue for medical care or follow-up and assist in transportation of patients to clinical care where county or state owned vehicles are available.
4. The **PROVIDER** will provide clinical care to the patient for TB cases & suspects or patients with LTBI of the **RECIPIENT** that meet at least one of the following criteria,

- a. HIV seropositives, patients on corticosteroid therapy (equivalent to 15mg/day of prednisone for at least one month) or on treatment with TNF alpha blockers,
 - b. Contacts to confirmed or suspected active infectious or potentially infectious TB,
 - c. Class A, B1 & B2 immigrants, refugees, asylees or parolees,
 - d. Individuals with TB-like symptoms, regardless of tuberculin skin test reaction,
 - e. Foreign-born in the US 5 years or less,
 - f. Children through age 17 years with a significant TST result (foreign-born or minority populations only),
 - g. Adults (18 years or older) with co-existing medical conditions that increase the likelihood of progression to active disease (see TB Standards of Care, Standard #1: Tuberculin Skin Testing for a list of conditions) and
 - h. Injection drug users.
5. The PROVIDER will submit all required reports to the New Jersey State Department of Health Tuberculosis Program.
 6. Upon request the RECIPIENT will assist the PROVIDER in contact investigation including but not necessarily limited to; verifying contact(s)'s home address(es) and notifying contact(s) of clinic appointment(s).
 7. The RECIPIENT will refer all known positive PPD's or QFT's to the Paterson Division of Health's Tuberculosis program/clinic.
 8. With the exception of City of Paterson recognized holidays, the RECIPIENT will refer requests for PPD's to the Tuberculosis program/clinic only on Mondays with a return appointment for PPD reading on Wednesdays.

II. TERMS AND CONDITIONS

The following terms and conditions shall apply to this Agreement between the parties:

1. Except as otherwise set forth in this Agreement, all of the above activities shall be provided by the PROVIDER to the RECIPIENT, and shall meet the standards stated in N.J.A.C. 8:57-5 and "Attachment C" of the PROVIDER's NJDOH Tuberculosis Control Grant.
2. This agreement is contingent upon continued level Tuberculosis control grant funding from the New Jersey Department of Health.

3. The PROVIDER shall provide the services specified herein from January 1, 2024 through December 31, 2024.
4. Thereafter, this Agreement shall be renewed or modified pursuant to law on an annual basis unless the PROVIDER shall give notice by Certified Mail that it no longer wishes to be bound by this Agreement or the RECIPIENT forwards to the PROVIDER by Certified Mail a letter indicating that it no longer wishes to be bound by the Agreement at least six (6) months prior to the proposed withdrawal date.
5. The RECIPIENT'S cost as noted in #8 above is to be paid to the PROVIDER within thirty (30) days of receipt of invoice from PROVIDER. The PROVIDER shall invoice the RECIPIENT once per contract year.
6. The PROVIDER shall not be liable to the RECIPIENT for any claims made against it for any damage or injury which may be sustained resulting directly or indirectly from the furnishing of services pursuant to this Agreement.
7. The PROVIDER and RECIPIENT and/or its agents agree to maintain insurance coverage for themselves for all acts or omissions while performing their responsibilities under this Agreement. The RECIPIENT agrees to add the PROVIDER as a named insured on such insurance and agrees to indemnify, hold harmless or defend the City and/or its agents or employees from all liabilities, costs and expenses including counsel fees arising out of such acts or omissions.
8. COMPLIANCE WITH LAW. The Parties agree that the services covered by this Agreement shall be provided in full compliance with all federal, state and local laws, rules and regulations, including but not necessarily limited to N.J.A.C. 8:57-5 and with the Health Insurance Portability and Accountability Act of 1996, as amended and as implemented. The parties agree to execute such other documents as may be needed to ensure full legal compliance.

Andre Sayegh, Mayor
City of Paterson

Date: _____

Louis E. Imhof, III
Clerk, Board of County Commissioners

Date: _____

Jacqueline Murray
Acting City Clerk, Paterson

Date: _____



Thakur "PAUL" Persaud, M.D., M.P.H., PhD
Health Officer, City of Paterson

Date: 1/17/24

Matthew P. Jordan, Esq.
County Administrator

Date: _____

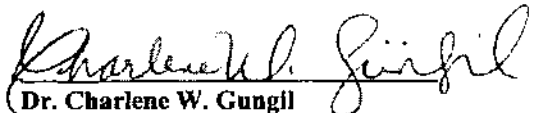


Nadege D. Allwaters, Esq.
Passaic County Counsel

Date: _____

Joel D. Ramirez, Director
Department of Health and Human Services

Date: _____


Dr. Charlene W. Gungil
Passaic County Health Officer

Date: 1/24/24

Iman Boukadoum
Assistant Corporation Counsel

Date: _____

Pat Lepore
Director, Board of County Commissioners

Date: _____

Aymen Aboushi
Corporation Counsel

Date: _____