

TOWNSHIP OF JEFFERSON
COUNTY OF MORRIS, NJ

CONSENT AGENDA RESOLUTION #18-44

**“RESOLUTION AWARDING A CONTRACT TO KRISTINE A. WILSUSEN, MA, MCHES
FOR PUBLIC HEALTH EDUCATION SERVICES – FOR PERIOD ENDING DECEMBER 31, 2017”**

WHEREAS, there exists the need for Public Health Education Services for the residents of the Township of Jefferson; and

WHEREAS, the Township of Jefferson has received a proposal for Public Health Education Services from Kristine A. Wilsusen, MA, MCHES; and

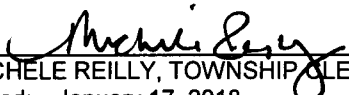
WHEREAS, the Mayor and Administrator have recommended acceptance of the proposal from Kristine A. Wilsusen, MA, MCHES.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Jefferson, County of Morris, State of New Jersey, that a contract is hereby awarded to Kristine A. Wilsusen, MA, MCHES, 2 Island Trail, Wharton, New Jersey, 07855 for the Township’s 2018 Public Health Education Services in an amount not to exceed \$11,500 (\$55 per hour for up to two hundred (200) hours).

BE IT FURTHER RESOLVED that the Mayor and Township Clerk are authorized to enter into and execute the contract on behalf of the Township.

BE IT FURTHER RESOLVED that the term of this contract shall be for one year, from January 1, 2018 through December 31, 2018.

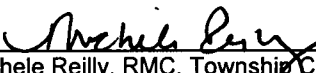
ATTEST:


MICHELE REILLY, TOWNSHIP CLERK
Dated: January 17, 2018

COUNCIL OF THE TOWNSHIP OF JEFFERSON:


DEBI MERZ, COUNCIL PRESIDENT

CERTIFICATION: I, Michele Reilly, Clerk of the Township of Jefferson, County of Morris, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Jefferson Township Council at a meeting held on January 17, 2018.


Michele Reilly, RMC, Township Clerk

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAIN
Birmingham			X			
Finnegan	X		X			
Smith		X	X			
Dunham			X			
Merz			X			

CMFO'S Certification of Availability of Funds

I, William J. Eagen, hereby certify that sufficient funds will be available with the adoption of the 2018 Budget, Health OE, for the purpose stated herein, all in accordance with requirements of the Local Budget Law NJSA 40A: 4-1, et.seq.

Purpose: Health Education Contract

Vendor: Kristine Wilsusen (WILSUS50)

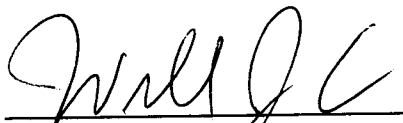
Line Item No.: 8-01-27-330-330-262

Amount Certified: \$11,500.00

\$55 per hour for approximately 200 hours.

Total Certified AMOUNT NOT TO EXCEED: **\$11,500.00**

**Certified this 17th day of January , 2018
For 01/17/18 meeting**



William J. Eagen
Chief Financial Officer

Public Health Educator Services Agreement

This **AGREEMENT**, made this **17th day of January, 2018** between:
Kristine A. Wilsusen, MCHES, MA, a sole proprietor, hereinafter referred to as "Health Educator"; and the **Township of Jefferson**, in the County of Morris a municipal corporation of the State of New Jersey, hereinafter referred to as "Township of Jefferson".

For and in consideration of the mutual promises herein contained, the parties hereto agree to as follows:

1. Public Health Education services will be provided by the Health Educator to the Township of Jefferson in accordance with recognized Public Health Activities and Minimum Standards of Performance of Local Health Departments in New Jersey (N.J.A.C. 8:52). These services will include but not be limited to providing assistance in the following areas:
 - a. Assessment of health education needs.
 - b. Planning, development and implementation of health education programs.
 - c. Integration of a health education component into Health Department programs and services.
2. The Health Educator stated will provide the Township of Jefferson the contracted hours at **\$55.00 per hour for an average of 200 hours per annum** during the contract period **January 1, 2018 – December 31, 2018**.
 - a. The actual hours worked will be mutually agreed upon by both parties.
3. Should scheduling conflicts occur during the contract period, the Health Educator shall appoint qualified personnel, mutually agreed upon; to fulfill specific contract hours and said personnel will be bound by this contract.
4. The Township of Jefferson agrees to pay the Health Educator at a rate of **\$55.00 per hour for services provided, averaging 16.6 hours per month, totaling 200 hours during the contract period as stated in paragraph(2)**.
5. The Health Educator shall submit monthly reports indicating hours provided based on services rendered. In addition, the Health Educator shall be compensated by monthly payment based on hours submitted.
6. In the event that the parties agree on additional hours during the contract period, the parties agree that the payment for these additional hours will be at the rate of **\$55.00 per hour**.
7. The parties intend that this Agreement will create a relationship of independent contractor between the Township of Jefferson and specified Health Educator. Nothing in this Agreement shall be construed as, or be deemed to create a relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. No relationship of employer/employee between Township of Jefferson and specified Health Educator is created by this Agreement. Each party is solely responsible for paying all employment taxes relative to its own staff, and each party shall indemnify and hold the other harmless with respect thereto.
8. This agreement shall become **effective on January 1, 2018** and shall remain in effect through **December 31, 2018**. Either party may terminate this agreement with or without cause or penalty upon **90 days** written notice to the other party prior to the aforesaid date of **December 31, 2018**.

9. Each party agrees that it will indemnify and hold harmless the other from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions of the indemnifying party, its employees and agents arising out of this agreement and its performances hereunder, except to the extent such damages or injury is caused by the negligent acts or omissions of the other party and/or it's employees and agents. Each party shall: (1) give prompt notice to the other of any claims threatened or made, or suits instituted against which it could result in a claim or right to indemnification as provided herein; (2) cooperate in the defense of any such claim or action; and (3) not settle such action or claim without the prior consent of the other party, which consent shall not be unreasonably withheld.

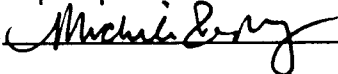
In witness whereof, the parties have caused these present to be signed by their proper officers and sealed and dated this of **January 17, 2018**.

TOWNSHIP OF JEFFERSON

BY: 

Title: MAYOR

DATE: 1/17/18

WITNESS: 

Title: TOWNSHIP CLERK

HEALTH EDUCATOR

BY: _____

Title: _____

DATE: _____

WITNESS: _____