

Exhibit “A”

**AGREEMENT BETWEEN
THE TOWNSHIP OF WEST ORANGE
AND COURTNEY REINISCH FOR APPOINTMENT
AS THE CONSULTANT PUBLIC HEALTH NURSE SUPERVISOR**

May
THIS AGREEMENT, made this 2ndst day of ~~April~~ 2023 by and between:

TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as **“Township;”** and

Courtney Reinisch, DNP, RN, APN-C, FNP-BC, DCC, a licensed nurse practitioner of the State of New Jersey, hereinafter referred to as **“Contractor”**.

W I T N E S S E T H:

WHEREAS, the Township was awarded a grant from the New Jersey Association of County and City Health Officials (the “NJACCHO”) called the Enhancing Local Public Health Infrastructure Grant (the “Grant”) which, in part will fund the Township’s retention of a licensed Nurse Practitioner to provide consulting and supervisory services for the Township of West Orange (“Nurse Services”); and

WHEREAS, on April 11, 2023, the Township advertised a Request for Qualifications (the “RFQ”) for the award of an Agreement for Nurse Services (the “Contract”); and

WHEREAS, on April 21, 2023, the Contractor submitted a Proposal for Professional Services in response to the RFQ; and

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WHEREAS, Contractor included in its Proposal for Professional Services a proposed hourly rate of \$80 per hour at approximately 8 hours per week for an total of \$24,960 for the term of this Contract; and

WHEREAS, the Contract will commence on May 1, 2023 for a term of one (1) year to expire on April 30, 2024.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter stated, the parties do hereby agree as follows:

1. The Commencement Date of this Contract shall be May 1, 2023. The contract term shall run for one (1) year from the commencement date of this Contract, until April 30, 2024.
2. Contractor shall provide the services set forth in the Contractor's Proposal dated April 21, 2023, ("Contractor's Proposal"), annexed hereto as Exhibit "A," under the fee structure set forth in section of the Contractor's Proposal captioned "Detailed Cost Proposal" including the not to exceed amount set forth therein.
3. Contractor shall perform the Nurse Services in a manner consistent with the requirements of the Grant from the NJACCHO and shall not act in any way which will disqualify the Township from the Grant from the NJACCHO.
4. To the extent of any inconsistency between the Contractor's Proposal and this Contract, this Contract controls in all respects. To the extent of any inconsistency between the Contractor's Proposal and the RFQ, annexed hereto as Exhibit "B;" the RFQ shall govern as to that inconsistency over the Contractor's Proposal.
5. Contractor hereby indemnifies the Township and saves it harmless, including Township employees, representatives, agents and servants, from and against any and all losses, claims, liabilities and expenses including legal fees and costs which may arise or be claimed against the Township, its agents, representatives, servants or employees in connection Contractor's actions under this Agreement, including, but

not limited to, any and all claims of negligence, medical malpractice and/or any claims arising from the violation of any state, federal, or local law or regulation governing Contractor's performance of Nurse Services. Township agrees that all funds due Contractor for properly providing the services described in this Agreement will be provided to Contractor in a reasonable and timely manner.

6. Any notices required hereunder to the Township shall be hand delivered or mailed by certified first-class postage prepaid return receipt requested to the Municipal Clerk, Township of West Orange, 66 Main Street, West Orange, New Jersey 07052, or other such address as the Township may designate in writing to Contractor, with a copy to Richard D. Trenk, Esq., Trenk Isabel Siddiqi & Shahdanian P.C., 290 W. Mt. Pleasant Avenue, Suite 2370, New Jersey 07039. Any notice required hereunder to Contractor shall be hand delivered or mailed by certified first-class postage prepaid return receipt requested to Courtney E. Reinisch, 83 Terrace Avenue, West Orange, New Jersey 07052, or other such address as Contractor may designate in writing to the Township.
7. This Contract shall be construed in accordance with the laws of the State of New Jersey without regard to conflict of law principles. The Parties consent to the personal and subject matter jurisdiction of the Superior Court of New Jersey, Essex County for resolution of any and all claims arising out of or in connection with this Contract. The Parties waive any right to a jury as to any and all issues.

IN WITNESS WHEREOF, the Township and the Contractor have executed this Contract
as of the date first written above.

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN J. CARNEVALE,
MUNICIPAL CLERK

BY: _____
SUSAN McCARTNEY,
MAYOR

ATTEST:

COURTNEY E. REINISCH

BY:  _____
COURTNEY E. REINSISCH

Exhibit “B”



NEW JERSEY ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS
PO BOX 6987, FREEHOLD, NJ 07728
WWW.NJACCHO.ORG

PROTECTING NEW JERSEY'S HEALTH AND ENVIRONMENT SINCE 1911

Enhancing Local Public Health Infrastructure Grant Letter of Grant Amendment

August 1, 2023

West Orange Health Department
C/O Michael Fonzino
66 Main Street
West Orange, NJ 07052

Dear Michael Fonzino,

Thank you for your recent application for the Enhancing Local Public Health Infrastructure Grant (OLPH23PHI002, CFDA number 93.323). The New Jersey Association of County and City Health Officials (NJACCHO) will amend your original award to \$434,077 for the timeframe of 10/1/22 – 6/30/24.

Per the original letter of award, the agreed upon contractual obligations for NJACCHO and West Orange Health Department will be upheld for the full grant period (10/1/22 -6/30/24).

This agreement may only be modified or amended by writing executed by both parties hereto and approved by NJACCHO. This agreement may be terminated by either party upon thirty (30) days written notice to the other party stating the reason for the termination.

In witness whereof, the parties hereto have signed this two (2) page Letter of Agreement on the date as indicated below.

For West Orange Health Department:

A handwritten signature in black ink, appearing to read "Michael A. Fonzino", written over a horizontal line.

Signature

Michael A. Fonzino, Director of Health & Welfare
Print Name

August 1, 2023

Date



Public Health
Prevent Promote Protect



NEW JERSEY ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS
PO BOX 6987, FREEHOLD, NJ 07728
WWW.NJACCHO.ORG

PROTECTING NEW JERSEY'S HEALTH AND ENVIRONMENT SINCE 1911

For the NJACCHO:


Signature

Linda Brown, Executive Director, NJACCHO

8/1/23
Date



Public Health
Prevent Promote Protect