

6/7/17

2017-00560

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**SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF  
GLOUCESTER AND THE COUNTY OF ESSEX**

**This Shared Services Agreement**, ("Agreement") dated this 7<sup>th</sup> day of June, 2017, between the **County of Gloucester** Department of Corrections ("**Gloucester**"), and the **County of Essex** Department of Corrections ("**Essex**"), collectively referred to as the "Counties," hereby provides as follows:

*WHEREAS* the Counties recognize that it is, at times, necessary to admit county inmates in need of medical treatment and care to a secured medical unit such as the East Orange General Hospital Secured Medical Unit ("SMU") in accordance with each County's individual contract with that facility obtained via a cooperative agreement negotiated with the County of Essex and made available to all New Jersey counties; and

*WHEREAS* the Counties also recognize that the security staffing needed to oversee the medical treatment and care of inmates and detainees at the SMU requires a substantial commitment of scarce personnel and resources; and

*WHEREAS* the Counties wish to enter into an agreement, pursuant to the Shared Services Act, N.J.S.A. 40A:65-1, et seq., whereby Essex shall have and exercise sole responsibility and control over security for Gloucester inmates and detainees admitted as inpatients to the SMU, subject to the terms set forth in this Agreement.

*NOW, THEREFORE* the Counties hereby agree as follows:

1. **Transaction.** The Counties hereby agree that the County of Essex will staff and manage the Secured Medical Unit at East Orange General Hospital ("SMU") and may accept into its custody Gloucester County inmates and detainees in need of hospital inpatient care based upon bed availability. Essex shall provide security

to Gloucester County inmates and detainees for transport within the hospital for various medical tests relative to inpatient admissions.

2. **Term.** This Agreement shall remain in effect for a period of two (2) years, unless terminated by either of the Counties, pursuant to the provisions of Section 16 hereof.
3. **Cost.** Gloucester County agrees to pay to Essex County, for the security Essex provides, a per diem rate of \$335.00 per inmate and detainee admitted as an inpatient to the SMU.
  - a. If in the opinion of the Essex County Director of Corrections, a higher security level is needed for a Gloucester inmate(s), an additional cost to manage such inmate(s) or detainee(s) will be assessed with Gloucester being responsible for the additional cost at a rate of forty-nine dollars and fifty cents (\$49.50) per hour per officer assigned.
  - b. Whenever possible, written notification of the need for higher security will be made to the Gloucester County Warden via email before implementation and, where notification is not possible prior to implementation, notification will be made within two (2) hours of such implementation.
  - c. Gloucester acknowledges that Essex is neither legally responsible for nor assumes any responsibility for the cost or payment of any medical bills, hospital costs or any other fees/expenses incurred by or on behalf of Gloucester inmates or detainees relating to or arising from their care and/or treatment in the SMU. Payment of all such medical/hospital expenses for or on behalf of Gloucester inmates and detainees shall legally remain the sole and exclusive obligation of

Gloucester.

4. **Rates.** The County correctional rates, attached as Exhibit A, are agreed by the counties and shall become part of this Agreement as attached.
5. **Secured Medical Unit (SMU).** The SMU shall be a secure medical unit within East Orange General Hospital. The SMU shall consist of two (2) separate maximum security rooms with cameras; two (2) telemetry rooms with cameras; one (1) isolation/seclusion room with camera; three (3) two (2)-patient medical/surgical rooms and two (2) treatment rooms for outpatient clinic appointments. Security at the SMU shall be provided by the Essex County Department of Corrections (“ECDC”) in accordance with applicable law and ECDC Policy PS.CUS.025. Gloucester shall be afforded an opportunity for input and review of changes to said Policy. However, all final determination(s) concerning security shall be made at the sole discretion of the ECDC director or his designee.
6. **Staffing.** Security staffing of the SMU shall be determined by Essex County, in accordance with recognized standards, applicable provisions of the New Jersey Administrative Code, and ECDC Policy PS.CUS.025.
7. **Liaisons.** Gloucester agrees to name its own medical liaison and custodial liaison. Gloucester liaison after hours contact information shall be made available to the SMU supervisor and the Essex Director of Corrections. The custodial liaison shall be a person of the rank of captain or higher. The Gloucester medical liaison shall be the Gloucester Medical Director or designee.
8. **Notification.** Gloucester agrees to notify Essex prior to dropping off any inmate

or detainee for admission into the SMU. Paperwork (medical and criminal) along with a photo identification must accompany each inmate and detainee. If these procedures are not adhered to, admission to the SMU may be denied at the discretion of the Essex Director of Corrections or his designee.

9. **Transfers out of East Orange General Hospital.** In the event that a procedure is required at a level of care that is not available at East Orange General Hospital, the Hospital will contact **Lynn Heiss at (856) 853-3506** for authorization and guidance as to which facility the inmate or detainee being transferred. Gloucester is to take-over security for Gloucester inmates and detainees should be transferred from the SMU to another facility upon their leaving the SMU. Gloucester shall also arrange transportation, except when emergent, for Gloucester inmates and detainees being transferred and provide security for them at the facility to which they are transferred.
10. **Emergencies.** Any Gloucester inmate or detainee requiring emergency medical care shall remain in the custody of Gloucester officers until properly admitted to the SMU.
11. **Procedures.** The Counties agree to the following security procedures:
  - A. At the change of each eight (8) hour shift, the Essex officers assigned to the SMU shall be responsible for:
    - i. Examining documentation and photo identification for each inmate and detainee housed in the SMU;
    - ii. Identifying each inmate and detainee by way of photograph and/or wrist band;

- iii. Checking each inmate and detainee to see whether the inmate is in obvious need of immediate medical attention;
- iv. A count shall be called into the **Gloucester Liaison, Warden Eugene J. Caldwell 2<sup>nd</sup>, (856) 384-4699 and/or (856) 229-4468** and to the Essex Master Control at designated times/regular intervals.
- v. Conducting a security inspection of each inmate and detainee's person and room (bed, bedside table, closets, bathroom, and windows);
- vi. Performing an equipment/utility count and inspection to ascertain that all assigned equipment/utilities are accounted for and are in serviceable condition. This inspection shall minimally include, but not be limited to, all keys, locks, restraining devices, electronic surveillance equipment, two-way radios, and intercom. In the event of any discrepancy during the relief process, the area supervisor, Essex Master Control and Gloucester Liaison shall be notified immediately.

B. Inmates and detainees shall be kept secure and receive treatment, and not subjected to unnecessary restraint. However, it shall be standard practice at the SMU for all inmate and detainee patients to be locked in their respective rooms for the duration of their hospitalization.

- C. Officers shall be constantly alert while on duty, pay close attention to their surroundings and activities within their sight/hearing and shall routinely patrol their posts during their tour of duty.
- D. The SMU shall not be left unattended and/or unsupervised by security staff at any time.
- E. Inmates and detainees shall be locked in their respective rooms during their hospitalization in the SMU except when required by medical staff to leave same for purposes of treatment.
- F. Inmates and detainees shall not be permitted to visit the rooms of other inmates and detainees.
- G. Any and all unusual behavior, conditions or occurrences shall be immediately reported to the area supervisor, Essex Master Control and the Gloucester custodial liaison.

12. **Inmate and Detainee Services.**

A. **Mail.**

Outgoing correspondence from inmates and detainees shall be collected by officers staffing the SMU on a regular basis. A representative from Gloucester shall be responsible for transporting the mail from the SMU to Gloucester in accordance with Gloucester's internal policy. Incoming correspondence for inmates and detainees shall be delivered by a representative from Gloucester to the SMU. SMU staff shall distribute the mail in a timely manner.

B. **Visits.**

i. **Attorney:**

Requests shall be submitted to the Essex Director of Corrections. Attorneys are encouraged to visit with inmate and detainee clients during normal working hours, i.e., 9:00 A.M. to 5:00 P.M. but may visit at other times. The Essex Director of Corrections shall notify the SMU supervisor who, in turn, shall make the necessary arrangements.

ii. **Clergy:**

The Gloucester County Warden shall forward the request to the Essex Director of Corrections who, in turn, shall notify the SMU supervisor and make the necessary arrangements.

iii. **Terminal Illness:**

The Gloucester County Warden shall submit requests by an inmate's family to the Essex Director of Corrections or his designee. The Essex Director of Corrections or his designee shall in turn notify the SMU supervisor and make the necessary arrangements.

C. **Grievances.**

Inmate and detainee grievances shall be collected by officers assigned to the SMU.

The 1<sup>st</sup> level of grievance resolution shall be with the SMU supervisor.

The 2<sup>nd</sup> level of grievance resolution shall be addressed by a Gloucester County social services staff member on at least a weekly basis.

Any subsequent level of grievance shall be in accord with Gloucester's

internal policy except that any remedy must be approved by the Essex Director of Corrections or designee.

D. **Social Services.**

A social services representative from Gloucester County shall visit, as needed, to address inmates' and detainees' concerns, to collect/deliver mail, to collect grievances, etc.

13. **Prisoners discharged from custody.** Gloucester pre-trial detainees released from custody pursuant to a court ordered release or who have their bail posted while they are in the SMU along with Gloucester sentenced inmates who complete their sentences while in the SMU are to be discharged into the custody of Gloucester County officers. The above described activities shall be coordinated through Central Control at Essex and the Gloucester County Liaison. Gloucester will arrange for the pickup of each of its inmates and detainees from the SMU, upon receiving medical clearance, within five (5) hours during the hours of 7AM-7PM. County inmates hospitalized in the SMU will sometimes be discharged from custody during their hospitalization. Detainees who have been discharged from custody but require continued hospitalization will be removed from the SMU by medical staff.
14. **Inmate Death.** In the event of an inmate or detainee death, SMU staff shall immediately notify the SMU supervisor who shall notify Gloucester County's Custody Liaison and Medical Liaison. In all cases, the Essex Director of Corrections or designee shall also be notified. Responsibility for notifying the New Jersey Regional Medical Examiner's Office of a "death in custody" shall rest with

Gloucester County.

15. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey.

16. **Compliance with Rape Elimination Act.**

The parties agree that the Prison Rape Elimination Act, 42 U.S.C. 15601 et seq. and the implementing regulations pursuant to 28 C.F.R., Part 115.112 and N.J.A.C. 10A:31-14.2 shall be complied with as follows:

(1) The parties agree that the provisions of 28 C.F.R., Part 115.112 are incorporated herein and made a part hereof as if fully set forth.

(2) The County of Essex shall comply with the provisions of 28 C.F.R., Part 115.112 et seq. as follows:

(a) 28 C.F.R., Part 115.113 – Supervision and monitoring.

(i) For each lockup, the agency shall develop and document a staffing plan that provides for adequate levels of staffing, and, where applicable, video monitoring, to protect detainees against sexual abuse. In calculating adequate staffing levels and determining the need for video monitoring, agencies shall take into consideration:

(1) The physical layout of each lockup;

- (2) The composition of the detainee population;
  - (3) The prevalence of substantial and unsubstantial incidents of sexual abuse; and
  - (4) Any other relevant factors.
- (ii) In circumstances where the staffing plan is not complied with, the lockup shall document and justify all deviations from the plan.
- (iii) Whenever necessary, but no less frequently than once each year, the lockup shall assess, determine and document whether adjustments are needed to:
- (1) The staffing plan established pursuant to paragraph (i) of this section;
  - (2) Prevailing staffing patterns.
  - (3) The lockup's deployment of video monitoring systems and other monitoring technologies; and
  - (4) The resources the lockup has available to commit to ensure adequate staffing levels.

- (iv.) If vulnerable detainees are identified pursuant to the screening required by Section 115.141, security staff shall provide such detainees with heightened protection, to include continuous direct sight and sound supervision, single-cell housing, or placement in a cell actively monitored on video by a staff member sufficiently proximate to intervene, unless no such option is determined to be feasible.

**17. Evacuation Procedures.**

In the event of an emergency that requires the evacuation of inmates from the Essex County Correctional Facility, Essex County shall be responsible for evacuating the Gloucester County inmates as well as the Essex County inmates.

**18. Indemnification.**

(a) In addition to the other rights and remedies of the parties herein, Gloucester agrees to defend, indemnify and hold harmless Essex and its officers, employees, officials and agents, from and against any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by Gloucester and/or its officers, employees, officials and agents arising from the execution, performance and existence of this Agreement.

(b) In addition to the other rights and remedies of the parties herein, Essex agrees to defend, indemnify and hold harmless Gloucester and its officers,

employees, officials and agents, from and against any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by Essex and/or its officers, employees, officials and agents arising from the execution, performance and existence of this Agreement.

19. **Insurance.** At all times during the term of this Contract, Essex shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, law enforcement, all-risk and comprehensive general liability insurance and medical coverage for each inmate with respect to the services to be performed pursuant to this Contract, and shall provide that Gloucester County be named as an additional insured. Essex County shall deliver to Gloucester County a certificate of such insurance prior to the commencement of services.

20. **Termination.** Either County may terminate this Agreement in writing upon notice to the other County: (i) without cause with not less than ninety (90) days advance notice; (ii) in the event of a material breach after thirty (30) days notice and an opportunity to cure; or (iii) as otherwise set forth in this Agreement. Termination shall take immediate effect upon failure of the Hospital to maintain its license, certification, or other necessary legal or regulatory qualification or upon bankruptcy or dissolution. Further, Gloucester may immediately terminate this Agreement upon the determination by its Warden or his designee that termination is necessary in order to protect the health, safety or welfare of its inmates or detainees, patients, visitors and/or employees. Likewise, Essex may immediately terminate this Agreement upon the determination by its Director of

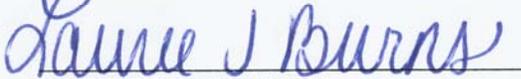
the Department of Corrections or his designee that termination is necessary in order to protect the health, safety or welfare of its inmates or detainees, patients, visitors and/or employees.

21. **Autonomy.** Under this Agreement, both Gloucester and Essex shall continue to be autonomous and shall be governed independently by their respective governing bodies and administrations except insofar as this Agreement specifically states to the contrary. Neither County shall have the right or authority to create any obligation or responsibility, either express or implied, on behalf of or in the name of the other County, that is not set forth herein, or to bind the other County contractually in any manner whatsoever.
22. **Entire Agreement.** This Agreement contains the entire Agreement between the Counties. Any amendment or addendum to this Agreement must be in writing, must specifically refer to this Agreement and must be signed by both Counties.
23. **Non-Waiver.** Failure by either County to exercise any right or demand performance of any obligation under this Agreement shall not be deemed a waiver of such right or obligation.
24. **Non-Assignment.** Neither County may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without prior written consent of the other.
25. **Invalidity.** If any of the provisions of this Agreement are or become invalid to any extent, the other provisions of this Agreement shall not be effected thereby. In the event of invalidity of a provision, the parties hereto agree to accept a provision that reflects as closely as possible the intention of the invalid provision.

26. **Supersession.** This Agreement shall supersede any and all previous agreements covering the same subject matter between Gloucester and Essex.

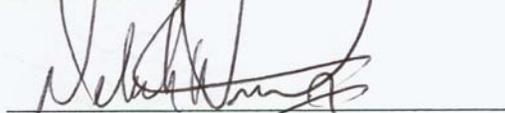
IN WITNESS WHEREOF, the Agencies have executed this Agreement by their duly authorized representatives as set forth below.

ATTEST:



LAURIE J. BURNS,  
CLERK OF THE BOARD

ATTEST:



DEBORAH DAVIS FORD,  
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

  
ROBERT DAMMING, DIRECTOR

COUNTY OF ESSEX

  
ROBERT JACKSON,  
COUNTY ADMINISTRATOR

**EXHIBIT A**

**EOGH Rates**  
**Effective August 10, 2016**

Exhibit A	County Correctional Rates	Rates
Inpatient Services:		
Hospital Rate (per diem)		\$2,800
Observation (per diem)		\$2,200
Outpatient Services:		
Clinic Visit (per visit) (ENT, Pulmo, Int Med, GYN, Ophtho, Ortho, Uro, Neuro, Renal)		\$400
Emergency Room (Per Visit)		\$550
Same Day Surgery (Per Case)		\$2,500
MRI (without contrast)		\$450
MRI (with contrast)		\$550
CT (without contrast)		\$275
CT (with contrast)		\$375
Ultrasound (Per Unit)		\$200
Dialysis Emergency Treatment (Per Treatment)		\$3,500
All Other Outpatient Services (Default Rate)		\$400
<b>Note:</b>	Hospital Staffed Physicians will be reimbursed based on 100% of NJBRVVS	

State Regs. will apply if there is no prompt payment language in contract				
Outliers for patient that exceed Medicaid High Trim Point will be based on Medicaid formula				
Anesthesia, Specialist & Surgeons will bill separately and get reimbursed Medicare rates				



COUNTY OF ESSEX, NEW JERSEY  
BOARD OF CHOSEN FREEHOLDERS

State of New Jersey, }  
County of Essex } ss

I Deborah Davis Ford Clerk of the Board of Chosen

Freeholders of the County of Essex in the State of New Jersey

Do Hereby Certify, the foregoing to be a true copy of a resolution adopted at a  
meeting of said Board on Wednesday

the 21<sup>st</sup> day of June, 2017 together with the certification, signatures  
and endorsements thereon.

RESOLUTION NO'S - R-2017-00559, 00560, 00561

*IN Testimony WHEREOF, I have hereunto set my  
hand and affixed the official seal of said County at  
Newark this 6th day of  
July A.D. 2017*

Clerk

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**RESOLUTION OF THE BOARD OF FREEHOLDERS  
COUNTY OF ESSEX**

**RESOLUTION NO.** 2017-00560 **AUTHORITY FOR RESOLUTION:** N.J.S.A. 40:41A-38(n)

**PROPOSED BY:** COUNTY EXECUTIVE **AUTHORITY FOR ACTION:** N.J.S.A. 40:41A-36(i)

**SUBJECT:**

**DEPARTMENT OF CORRECTIONS – APPROVAL OF SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE COUNTY OF ESSEX FOR PROVISION OF SUPERVISION AND SECURITY BY ESSEX COUNTY FOR GLOUCESTER COUNTY INMATES/DETAINEES IN THE LOCKED MEDICAL UNIT AT EAST ORANGE GENERAL HOSPITAL**

**WHEREAS**, inmates or detainees confined to the Gloucester County Correctional Center may need inpatient care at East Orange General Hospital located at 300 Central Avenue, East Orange, New Jersey; and

**WHEREAS**, the County of Gloucester wishes to enter into a Shared Service Agreement with the County of Essex for the purpose of continuing to provide supervision and security for Gloucester County inpatient inmates and detainees receiving medical care in the Secured Medical Unit of East Orange General Hospital; and

**WHEREAS**, the County of Essex shall provide supervision and security for Gloucester County inpatient inmates or detainees being treated at the Secured Medical Unit of East Orange General Hospital; and

**WHEREAS**, Gloucester County agrees to pay Essex County for security provided by Essex County Correctional Officer to Gloucester County inpatient inmates or detainees in the Secured Medical Unit as follows:

- (a) \$335.00 per inmate and detainees per day for Gloucester County inpatient admissions,

(b) An additional charge at the rate of \$49.50 per hour per additional officer assigned if necessary for a higher security level; and

**WHEREAS**, the County Executive has submitted for Freeholder approval the aforesaid proposed Shared Services Agreement; and

**WHEREAS**, the Board of Chosen Freeholders is empowered by N.J.S.A. 40:41A-38 (n) to approve by resolution contracts presented by the County Executive; now therefore, be it

**RESOLVED**, by the Essex County Board of Chosen Freeholders as follows:

1. That the aforesaid Shared Services Agreement with Gloucester County for the period of two years from Date of Award per the terms of the agreement a copy of which is attached hereto, is approved.
2. The Board hereby authorizes the County Administrator to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution in conformance with the provisions of N.J.S.A. 40A:65-4 and 40A:65-5
3. That upon adoption, copies of this resolution shall be forwarded to Robert D. Jackson, Essex County Administrator, Alfaro Ortiz, Director, Division of Corrections, Courtney Gaccione, Esq., Essex County Counsel and Peter Mercanti, Purchasing Director – Department of Purchasing of the County of Gloucester, N.J., P.O. Box 337, Woodbury, N.J. 08096.

JUN 14 2017

COUNTY OF ESSEX

Approved as to form and legality

*Antoney Greene*

Date

*6/14/17*

ESSEX COUNTY COUNSEL

RECORD OF VOTE (X=Vote N.V.=Abstention ABS=Absent)

Moved By Freeholder  
Second by Freeholder

*Sebold*  
*Richardson*

Freeholder	Yes	No	N.V.	ABS	Freeholder	Yes	No	N.V.	ABS
Bobadilla	X				Richardson	X			
Gill, V.P.	X				Sebold	X			
Johnson	X				Timberlake, Pres.	X			
Jones	X				Toro	X			
Luciano	X								

It is hereby certified that the foregoing Resolution was (✓) adopted ( ) defeated ( ) tabled by roll call vote at a *Regular* meeting of the Board of Chosen Freeholders of the County of Essex, New Jersey held on *June 21, 2017*.

Is Publication Required ( ) Yes ( ) No

Date Published \_\_\_\_\_

*BT*  
Britnee N. Timberlake, President

Gloucester County Shared Servs. - EO General Hospital