

6/12/13

Purchasing

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

This Shared Services Agreement, ("Agreement") dated this 14th day of June, 2013, 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; 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, 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, until terminated by either of the Counties, for a period of two (2) years, commencing with its approval by resolution of both the Gloucester and Essex Freeholder Boards.
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 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-eight dollars (\$48.00) 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. **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; (3) two-patient medical/surgical rooms and one (1) treatment room 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 **Administrative Directive 04-74**. Gloucester shall be afforded an opportunity for input and review of changes to said Directive. However, all final determination(s) concerning security shall be made at the sole discretion of the ECDC director or his designee.
5. **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 Administrative Directive 04-74.
6. **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 Administrator. 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.
7. **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 Administrator or his designee.

8. **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) 384-4666 for authorization and guidance as to which facility the inmate or detainee should be transferred.

Gloucester is to take-over security for Gloucester inmates and detainees being transferred from the SMU to another facility upon their leaving the SMU.

Gloucester shall also arrange transportation for Gloucester inmates and detainees being transferred and provide security for them at the facility to which they are transferred. Once the inmate or detainee is no longer in need of treatment at the outside facility, Gloucester shall transport the inmate or detainee back to SMU or Essex County Correctional Facility as deemed appropriate.

9. **Emergencies.** Any Gloucester inmate or detainee requiring emergency medical care shall remain in the custody of Gloucester officers until properly admitted to the SMU.

10. **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 alive or is in obvious need of immediate medical attention;
 - iv. A count shall be called into the Gloucester Liaison xxx-xxx-xxxx 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 by email 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 confined to 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. Gloucester Liaison shall be advised by email and in due emergency requiring immediate action, by phone.

11. 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 social services representative from Essex County shall be responsible for transporting the mail from the SMU to Essex for processing in accord with that facility's internal policy.

Incoming correspondence for inmates and detainees shall be delivered by a social services representative from Essex County to the SMU. SMU

staff shall distribute the mail in a timely manner.

B. Visits.

i. Attorney:

Requests shall be submitted to the Essex Administrator.

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 Administrator 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 Administrator 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 or designee. (**Needs clarification**). The Essex Director or 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 1st level of grievance resolution shall be with the SMU supervisor.

The 2nd level of grievance resolution shall be addressed by a social services staff member of Essex County on at least a weekly basis.

Any subsequent level of grievance shall be in accord with the respective county's internal policy except that any remedy must be approved by the Essex Director or designee.

D. Social Services.

A social services representative from Essex County shall visit no less than two (2) times per week to address their respective inmates' and detainees' concerns, to collect/deliver mail, to collect grievances, etc.

12. 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.

13. Inmate Death. In the event of an inmate or detainee death, SMU staff shall immediately notify the SMU supervisor who shall notify the respective County's Custody Liaison and Medical Liaison. In all cases the on-call Essex Administrator shall also be notified. Responsibility for notifying the New Jersey Regional

Medical Examiner's Office of a "death in custody" shall rest with the respective county.

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

15. 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.

16. 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.

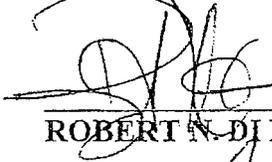
17. **Autonomy.** Under this Agreement, both Gloucester and Essex shall continue to be autonomous and shall be governed independently by their respective governing bodies and administrations except insofar as this Agreement specifically states to the contrary. Neither County shall have the right or authority 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.
18. **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.
19. **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.
20. **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.

21. **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.
20. **Supersession.** This Agreement shall supercede any and all previous agreements covering the same subject matter between Gloucester and Essex.

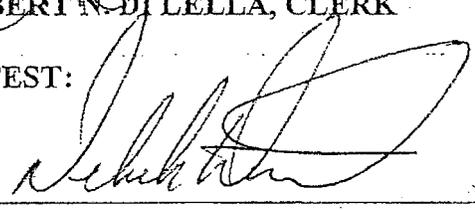
IN WITNESS WHEREOF, the Agencies have executed this Agreement by their duly authorized representatives as set forth below.

ATTEST:



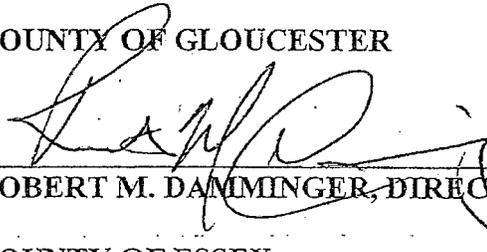
ROBERT N. DI LELLA, CLERK

ATTEST:



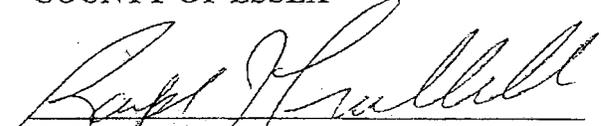
Deborah Davis Ford
Clerk of the Board

COUNTY OF GLOUCESTER



ROBERT M. DAMMINGER, DIRECTOR

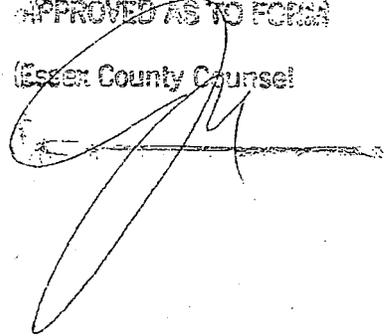
COUNTY OF ESSEX



RALPH CIALLELLA,
COUNTY ADMINISTRATOR

APPROVED AS TO FORM

(Essex County Counsel)



RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE COUNTY OF ESSEX FOR SECURITY SERVICES AT THE SECURE MEDICAL UNIT AT EAST ORANGE HOSPITAL FOR A PERIOD OF TWO YEARS FOR AN AMOUNT NOT TO EXCEED \$335.00 PER DAY PER INMATE ADMITTED

WHEREAS, Gloucester and Essex Counties (hereinafter 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; 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, 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 of the Shared Services Agreement

WHEREAS, the contract is for estimated units of service and is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond December 31, 2013 is conditioned upon the approval of the 2014 Gloucester County Budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and hereby is authorized to execute a Shared Service Agreement between the County of Gloucester and the County of Essex for security services at the Secure Medical Unit at East Orange Hospital for a period of two years for an amount not to exceed \$335.00 per day per inmate; and

BE IT FURTHER RESOLVED before any purchase be made or service rendered pursuant to the within award, a certification must be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid and

BE IT RESOLVED, that the Administrator of the County of Gloucester and the Gloucester County Counsel are hereby authorized to negotiate the final terms of the Agreement authorized by this Resolution, provided that the Agreement in final form is in substantially the same form as approved by this Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, June 12, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

[Handwritten Signature]
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

[Handwritten Signature]
ROBERT N. DILELLA, CLERK