

2/18/15

SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE COUNTY OF SALEM FOR SERVICES OF THE COUNTY MENTAL HEALTH ADMINISTRATOR

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THIS SHARED SERVICES AGREEMENT ("Agreement"), dated this 17th day of June, 2015, by and between **the County of Gloucester**, a body politic and corporate of the State of New Jersey ("Gloucester") and **the County of Salem**, a body politic and corporate of the State of New Jersey ("Salem")

WITNESSETH:

WHEREAS, Gloucester and Salem are responsible by law for the protection of public health and for the provision of certain mental health services and wish to provide such services for their residents; and

WHEREAS, Salem desires to enter into a Shared Services Agreement with Gloucester to utilize the Gloucester County Mental Health Administrator as the Mental Health Administrator of Salem County for purposes of the enforcement and provision of The Community Mental Health Services Act, N.J.S.A. 30:9A:1; and

WHEREAS, the "Uniform Shared Services and Consolidation Act", N.J.S.A. 40A:65-1 et. seq. (hereinafter the "Act"), specifically authorizes local units, including Counties to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, the parties have each authorized and approved this Agreement by Resolution duly adopted pursuant to the Act; and

NOW, THEREFORE, in consideration of the promises, mutual covenants, understand and mutual agreements in this Shared Services Agreement and other good and valuable considerations, the receipt and sufficiency of which are acknowledged by the parties, it is agreed by and between the parties as follows:

- A. Mental Health Administrator Designation:** The County of Gloucester Mental Health Administrator shall also be designated the Mental Health Administrator of the County of Salem to carry out a program of mental health services in conformance with the Local Mental Health Services Act, N.J.S.A. 30:9A-3, et.seq. Gloucester shall provide to Salem a program to meet the activities listed and described in the Division of Mental health Services Community Mental Health Services Regulations, and shall assist Salem in meeting all the requirements set forth within these "Practice Standards," subject to the provisions of this Agreement.

B. Scope of Services: Gloucester shall directly provide to Salem the following services and requirements of the Mental Health Administrator's position:

1. Maintain accurate records and summaries of the county mental health board's and its professional advisory committee's deliberations and conduct regular clerical and business matters of the county mental health board and be responsible to that body;
2. Serve as the county mental health board's executive secretary;
3. Serve as liaison between the county mental health board and its advisory committee and county government, the Division, the Department and the Federal Department of Health and Human Services, and to local and regional planning bodies;
4. Provide leadership to county mental health policy groups and participants as an equal member in policy groups convened by the Division;
5. Participate in planning and implementation of all system and program development activities relating to the county, convened, initiated or required by the Division;
6. Act as a facilitator/convenor for meetings involving agencies under the County mental health board's jurisdiction, and County, State and/or Federal officials;
7. Submit an annual county mental health services plan to the Division, in accordance with the Division's planning guidelines;
8. Attend Statewide or Regional meetings of County Mental Health Administrators, and submit reports, as required by the Division;
9. Participate in formal monitoring of grant and contract services;
10. Participate as a full team member at all Federal, State, County site inspections of all services and agencies under the Board's jurisdiction;
11. Review, comment and make recommendations on proposals and applications for mental health services to the County Mental Health Board and to agencies of the State and Federal Government, as appropriate;
12. Participate in the review and negotiation of initial and renewal contracts;
13. In cooperation with the Division develop affiliation agreements for promoting and monitoring a county unified services system;
14. Insure proper communication of information concerning mental health services, funding, deadlines, etc. to funded agencies;
15. Play an active role in carrying out the county mental health board's advocacy functions including:
16. Receiving and following up on client questions and complaints regarding services, as outlined in N.J.A.C. 10:37-4.6.
17. Increasing representation and participation of service recipients on county mental health board.

18. Facilitating the development of self-help groups
19. Facilitating an awareness program with an outreach component to the community
20. Participating in Salem County mental health activities one (1) day weekly and shall be available for referral and emergency services beyond the normal working hours; additional time will be discussed with immediate supervisor for needs assessment determination
21. Provide the Mental Health Administrator with a cellular telephone (ie. Blackberry) to enable ease of communication.

C. Cost of Service: For the year 2015, Salem shall pay to Gloucester the amount of \$30,600.00 for the services rendered under the terms of this Agreement. Thereafter, such payment from Salem to Gloucester shall increase by 2% for each subsequent year of this Agreement.

D. Payment: Salem shall pay Gloucester for the services provided as follows: Quarterly payments shall be made in advance before the first day of each quarter. Gloucester shall provide an invoice voucher to Salem in a timely manner in order to allow processing of payment. Reasonable delays will not jeopardize this Agreement; however, if for some reason a dispute arises, both Counties will perform their due diligence to resolve said dispute. Gloucester shall not pull the Mental Health Administrator from providing services to Salem as a result of delayed payment or dispute.

E. Effective Date/Termination: This Agreement shall be effective January 1, 2015 through December 31, 2024. Either County may terminate this Agreement upon ninety (90) days written notice to the other County.

F. Administrative Assistant Services: Salem and Gloucester shall provide administrative assistant services to the Mental Health Administrator when the Mental Health Administrator is performing responsibilities on behalf of the Gloucester or Salem.

G. Communications: The Directors of Social Services for Gloucester and Salem shall establish all policies to be followed by the Mental Health Administrator on behalf of the Gloucester or Salem and those policies shall be in alignment with all State codes and regulations as well as policies of the participating counties.

H. Fees: All license fees permit fees, and other fees, legally collectable by Gloucester or Salem and/or other designated agents of Gloucester or Salem shall be retained by each participating County where those license fees, permit fees, and other fees legally collectable originated.

I. Worker's Compensation Insurance: Gloucester employees will be covered by Gloucester's workers compensation policy paid by the Gloucester even when performing services in Salem pursuant to the terms of this Agreement.

J. Reports: The Mental Health Administrator shall provide to Gloucester's and Salem's respective Directors of Social Services monthly written reports and an annual report summarizing activities, projects, events, and responsive actions taken while perform the responsibilities of the Mental Health Administrator on behalf of Gloucester or Salem.

K. Files: All existing and new files of Gloucester or Salem are and will remain the sole property of the County of origin. New files may be scanned, shared, and maintained during the term of the Agreement by Gloucester offices and will be returned to Salem at scheduled intervals as well as upon termination of the Agreement. Electronic accessibility of any file maintained in Gloucester with its origin from Salem County may be requested by the Director of Social Services for Salem and files shall be provided.

Gloucester and Salem will strive to create a database of scanned files to facilitate electronic accessibility in an efficient and effective manner. Both Counties will perform their due diligence to protect client files under the guidelines of all State and Federal regulations, laws, mandates, and/or other County, State and Federal requirements.

L. Coordination: While providing services, the Mental Health Administrator shall perform all duties in a professional manner and the Mental Health Administrator shall coordinate services with the responsible department head from the participating Counties. The Mental Health Administrator will respond appropriately to crisis within participating Counties however the Mental Health Administrator shall seek guidance from Directors of Social Services from participating counties through conference calling when overlapping intervention is required.

M. Ordinance Compliance: The Mental Health Administrator shall respond and abide by all ordinances, regulations, and codes governing the responsibilities and services set forth by the State of New Jersey, and the participating Counties.

N. Automobile Insurance: Gloucester shall be responsible for the provision of automobile insurance for the Mental Health Administrator, and the automobile insurance shall provide coverage whenever the Mental Health Administrator is providing services to Gloucester or Salem pursuant to the provisions of this Agreement from Monday through Friday during regular business hours, or, whenever a vehicle owned by Gloucester is in Salem providing services. When the Mental Health Administrator is operating vehicles owned by Salem or Gloucester, the County owning said vehicle shall provide automobile insurance coverage. The Mental Health Administrator will provide to Salem a photocopy of their driver's license for automobile insurance purposes. Neither Salem nor Gloucester will provide automobile insurance coverage for any personal vehicle owned or operated by the Mental Health Administrator even if the Mental Health Administrator elects to use a personal vehicle in performing her duties on behalf of either or both counties.

O. Procedure to Request Mediation. In the event of a dispute between the parties regarding the subject matter of this Agreement which cannot be resolved informally, the parties will attempt to settle the dispute by mediation prior to instituting formal legal

proceedings. Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation.

The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation. The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference. The fifth and any lower ranked persons on each list will be excluded from further consideration. The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons. In the event of a tie, the mediator shall be chosen by lot.

P. Procedures at Mediation. The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator. The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

Q. Mutual Indemnification: Salem agrees to indemnify and hold harmless Gloucester or any of its agents or employees from and against all claims, losses and damages or costs in connection with the subject matter of this Agreement arising out of or alleged to have arisen out of the negligent acts or omissions of Salem or any of its agents or employees pursuant to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 *et seq.*

Gloucester agrees to indemnify and hold harmless Salem or any of its agents or employees from and against all claims, losses and damages or costs in connection with the subject matter of this Agreement arising out of or alleged to have arisen out of the negligent acts or omissions of Gloucester or any of its agents or employees pursuant to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 *et seq.*

R. Mental Health Administrator Funding: It is understood that participating Counties by virtue of this Agreement or otherwise, are currently and in the future, eligible for New Jersey funding and/or certain reimbursement from the State of New Jersey. It is understood that participating Counties shall retain all such funding and/or reimbursements received from the State of New Jersey that originated within the participating County.

S. Increase in Services: If the State of New Jersey requirements change and thereby require the provision of any additional services not previously rendered, or if the scope of

services provided to Salem is required to significantly increase, Gloucester shall not be responsible for providing said additional services to Salem except through amendment to this Agreement. If Salem does not contract with Gloucester to provide such new mandated services or does not otherwise provide for them and, thereby jeopardizes State aid to Gloucester, Salem shall reimburse Gloucester for that portion of State aid lost as a result of such non-compliance for the term of this Agreement.

IN WITNESS THEREOF, The County of Salem and the County of Gloucester, by and through their duly authorized representatives, have hereunder executed this Shared Services Agreement.

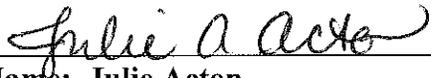
COUNTY OF GLOUCESTER


Name: Robert M. Dahminger
Title: Freeholder Director
Date: June 24, 2015

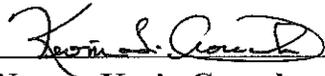
Attest (County of Gloucester):


Chad M. Bruner,
Administrator/Clerk of the Board
Date: June 24, 2015

COUNTY OF SALEM


Name: Julie Acton
Freeholder Director
Date: June 17, 2015

Attest (County of Salem):


Name: Kevin Crouch
Title: Clerk of the Board
Date: June 17, 2015