

SPM/MS

SHARED SERVICES AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

**GLOUCESTER COUNTY SPECIAL SERVICES SCHOOL DISTRICT,
Center for Regional Education Support Services (CRESS)**

FOR THE PROVISION OF LICENSED CLINICAL SOCIAL WORKER

Prepared by:
Maria Manganaro, Assistant County Counsel

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT is dated the 17th day of August, 2022, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, NJ 08096 (hereinafter "County"), and the **GLOUCESTER COUNTY SPECIAL SERVICES SCHOOL DISTRICT, Center for Regional Education Support Services (CRESS)**, with offices located at 1340 Tanyard Road, Sewell, NJ 08080 (hereinafter "GCSSSD").

RECITALS

WHEREAS, the County, has a need for a part-time licensed clinical social worker to support the County's Department of Health in regard to mental health services in conjunction with its Access Reproductive Care and HIV Services ("ARCH") Grant program; and

WHEREAS, the GCSSC is a County regional council, that, through its CRESS Program, provides opportunities for shared educational programs and services to benefit students and staff in public schools throughout the County; and

WHEREAS, GCSSSD employs certain individuals who are qualified to provide such support to the County Department of Health regarding the ARCH Grant Program; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. provides that local units of government may enter into a contract for the joint provision of any service which either party to said agreement is empowered to render or perform within its own jurisdiction (hereinafter "Agreement"); and

WHEREAS, it is the intention of the parties to enter into an Agreement pursuant to which the County and the GCSSSD will set forth terms in the provision of services as needed.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the GCSSSD do hereby agree as follows:

AGREEMENT

A. DESCRIPTION OF SERVICES /RESPONSIBILITIES.

The GCSSSD employs social workers who are qualified and licensed, through its CRESS Program, shall provide a part-time licensed clinical social worker to the County Department of Health in support of its ARCH Grant Program, as more particularly set forth in Schedule A annexed hereto.

The licensed Clinical Social Worker providing duties and services to the County shall remain an employee of the GCSSD.

B. PAYMENT FOR SERVICES.

The Gloucester County Department of Health receives State funding to oversee and offer an ARCH grant program.

The County shall be obligated to pay GCSSSD for the services of a part-time licensed Clinical Social Worker as per the Services Proposal dated July 28, 2022, annexed hereto as Schedule B, in a total amount not to exceed \$66,667.00. Payment is wholly contingent upon the County's receipt of ARCH Grant funds which are available during fiscal year July 1 to June 30 from the New Jersey Department of Health.

Fringe Benefits for the Clinical Social Worker position which is the subject of this Agreement shall not be reimbursed to GCSSSD.

C. DURATION OF AGREEMENT.

This Agreement shall be effective for period of ten (10) months from September 1, 2022 to June 30, 2023, and shall replace any prior shared services agreements between the County and GCSSSD in regard to all services listed herein.

Throughout the duration of this Agreement, additional or supplemental various services may be provided upon mutual consent of the County and GCSSSD. The County Administrator and/or County Counsel shall be authorized to negotiate the provision of supplemental services to this Agreement, provided that the Agreement in final form is in substantially the same form as approved by the Resolution adopted by the Board of County Commissioners of the County of Gloucester on August 17, 2022.

D. RESPONSIBILITIES OF THE PARTIES.

The GCSSSD through its CRESS Program shall provide a part-time, licensed clinical social worker, clinical psychologist or a professional with similar qualifications licensed to perform the duties and responsibilities as set forth in Schedule A annexed hereto and incorporated herein. The individual selected shall have at least one (1) year of professional experience to support the County's Health Department in regard to their Harm Reduction Center (HRC)/ARCH nurse sites. The duties shall include but are not limited to mental health screenings; mental health assessments; psycho-social counseling; behavioral interventions; supportive counseling; group/individual sessions; health promotion; motivational interviewing; and, referrals to therapy/counseling.

The Clinical Social Worker shall be vested with the authority to perform the duties and responsibilities which are the subject of this Agreement.

In the performance of any of these services, the parties agree that the County does not assume responsibility for the performance of any individual selected by the GCSSSD.

The County, through its Health Department, shall oversee the services of the Social Worker to ensure compliance with grant requirements, goals and objectives.

E. TERMINATION.

Either party may terminate this agreement for any reason by providing written notice to the other party as follows: As to County: Office of County Counsel, 2 S. Broad Street, Woodbury, NJ 08096. As to GCSSSD: Center for Regional Education Support Services, Attention: Kathleen Monti, Director of CRESS, 1340 Tanyard Road, Sewell, NJ 08080.

Termination shall not operate to affect the validity of the indemnification provisions of this Agreement, nor to prevent either party from pursuing any other relief to which it may be entitled pursuant to the terms of this Agreement.

F. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE; RENEWABLES.

Neither County nor GCSSSD intends by this Shared Services Agreement to create any agency relationship other than that which may be specifically required for the limited purpose of the services described in this Shared Services Agreement.

Notwithstanding any such agency relationship which may be created, the GCSSSD hereby specifically agrees to indemnify and hold County harmless with regard to any claim of any kind, and with regard to cost for the same (including, without limitation, counsel fees, experts' costs, court costs and the like), arising out of any act or omission by County and/or any of its agents or employees in connection with the performance of the services which are the subject of this Shared Services Agreement.

GCSSSD represents that it maintains General Liability, Professional Liability and all other necessary and appropriate insurances related to the work to be performed, and the use to be made of the services rendered. Simultaneously with the execution of this Shared Services Agreement, the GCSSSD shall provide the County with a Certificate of Insurance for the relevant policies, and shall provide that the County is named as an additional insured on such policies. The said insurance policies and coverage shall be acceptable to the County in its sole discretion.

This Agreement will automatically renew by mutual written consent of both parties.

G. COMPLIANCE WITH LAWS AND REGULATIONS.

Each party to this Agreement shall at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Agreement.

H. INSURANCE.

At all times during the term of this Agreement all parties 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, casualty, Workers' Compensation, all-risk and comprehensive general liability insurance with respects to the services to be performed pursuant to this Agreement. The GCSSSD shall,

simultaneous to the execution of this Agreement, deliver certifications of said insurance to the County, naming the County as an additional insured.

I. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any agreement which is contained in this Shared Services Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

J. NO PERSONAL LIABILITY.

No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the GCSSSD or County, in his or her individual capacity, and neither the officers, agents or employees of the GCSSSD or County nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

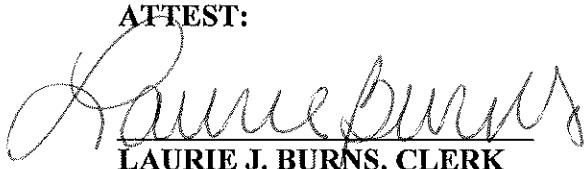
K. MISCELLANEOUS.

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the GCSSSD and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
6. **Further Assurances and Corrective Instruments.** The GCSSSD and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.

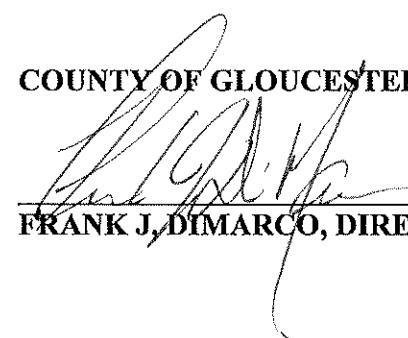
7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of New Jersey.

L. **EFFECTIVE DATE.** This Agreement has been authorized by Resolution duly adopted by the Gloucester County Board of County Commissioners on the **17th day of August, 2022**, which shall be considered the date of this Agreement.

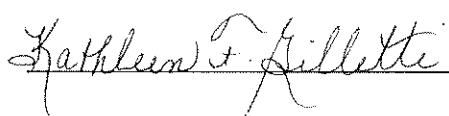
ATTEST:


LAURIE J. BURNS, CLERK

COUNTY OF GLOUCESTER


FRANK J. DIMARCO, DIRECTOR

ATTEST:



GLOUCESTER COUNTY SPECIAL
SERVICES SCHOOL DISTRICT
Center for Regional Education Support Services


By: KATHLEEN MONTI
Title: DIRECTOR

Schedule A

Focus Population: Harm Reduction Center (HRC) and ARCH Program Customers

Description:

This funding is allocated as part of the State opioid (OPI) grant for the provision of mental health services to customers accessing services at HRCs and ARCH nurse sites. Mental health services include, but are not limited to the following:

- Mental health screenings
- Mental health assessments
- Psycho-social counseling
- Behavioral interventions
- Supportive counseling
- Group/individual sessions
- Health Promotion
- Motivational interviewing
- Referrals to therapy/long term counseling

Personnel Qualifications:

The funding will cover salary for a part-time licensed clinical social worker, clinical psychologist or a professional with similar qualifications licensed to carry out the services listed above.

Service Delivery Requirements:

The hired staff must be present on-site and provide services around 12 hours/week.

Program Deliverables:

All sites (HRCs and ARCH) must report the following deliverables in SAGE on a quarterly basis as part of their grant reporting requirements:

1. Number of clients referred to on-site mental health services.
2. Number of mental health screenings completed.
3. Number of assessments completed.
4. Number of referrals to psycho-social counseling/long-term care.

Long- term care refers to therapy, medical support, and long-term behavioral support services

Note: All the deliverables except #1 above must be collected by the mental health counselor and reported to the harm reduction specialist and the ARCH nurse. An internal system of coordination must be established by the agency in order to align reporting with DHSTS reporting period and requirements.

Performance Measures:

1. A minimum of 50 clients referred for on-site mental health screenings/year.
2. A minimum of 50 (duplicated) mental health screenings completed/year.
3. A minimum of 35 unduplicated mental health screenings completed/year.
4. A minimum of 25 assessments completed/year.

Sent to District: _____

Added to Contract List: _____

GLOUCESTER COUNTY SPECIAL SERVICES SCHOOL DISTRICT

CRESS

Kathleen Monti, Director of CRESS
Dana Lamonica, Supervisor of CRESS
1340 Tanyard Road, Sewell, NJ 08080

SERVICES PROPOSAL
2022-23

July 28, 2022

DISTRICT: Gloucester County Health and Human Services

| TYPE OF SERVICE | AMT. TIME REQUESTED | TOTAL HOURS/DAYS | Fee | TOTAL \$ AMOUNT |
|----------------------|---------------------|------------------|--------------|--------------------|
| Social Worker Direct | 15 hours per week | 600.00 hours | \$98.00 hour | \$58,800.00 |
| GRAND TOTAL | | | | \$58,800.00 |

PLEASE NOTE:

- Dates: 9/1/22 - 6/30/23 (40 weeks)
- Only billed for services rendered

Authorized by

Director of Health and Human Services
Title

Date

7/28/2022

Please sign and return this form to:
Services will not begin until proposal
is authorized and received by GCSSSD.

cnewcomb@gcecnj.org

KM/cn