

**COUNTY OF ESSEX/TOWNSHIP OF WEST ORANGE
SUBSTANCE USE DISORDER ADVOCATE SERVICES – RISE INITIATIVE
UNIFORM SHARED SERVICES AGREEMENT**

THIS SHARED SERVICES AGREEMENT (the “Agreement”) dated as of January 1, 2024 by and between the County of Essex, a body of politic and corporate of New Jersey (hereinafter referred to as “County”) having its offices at 465 Dr. Martin Luther King Jr. Blvd, Newark, NJ 07102, for its Division of Community Health Services, Office of Alcohol, Drug Abuse, and Addiction Services (hereinafter referred to as “Division of Community Health Services”) and the Township of West Orange (hereinafter referred to as “Municipality”), having its offices at 66 Main Street, West Orange, NJ 07052, as follows:

WHEREAS, the County of Essex recognizes the need to further assist our residents to reduce opioid use and support individuals in their recovery; and,

WHEREAS, the Division of Community Health Services would like to promote a different approach in changing the behavior of individuals with substance use disorder who are involved in the criminal justice system at the municipal level within the Municipality; and,

WHEREAS, after careful consideration, the Parties determined that a cooperative approach to implement the RISE Initiative Program, a voluntary substance use disorder continuum of care services referral and intervention strategy for municipal residents charged with non-violent crimes, would offer the parties and effective and efficient means of providing these services; and,

WHEREAS, the County authorized Shared Services Agreements with participating municipalities for the RISE Initiative Program (hereinafter referred to as “the Program”) for a term of three years:

June 10, 2024, through June 10, 2027

WHEREAS, after review of the benefits and potential successes of the Program, the parties have determined to continue the Program; and,

WHEREAS, to continue with the Program, the Parties have decided to enter into a Shared Services Agreement to authorize the County to procure a vendor on behalf of the Municipality for this purpose; and,

WHEREAS, the costs for the professional services performed pursuant to this Agreement shall be paid by the County; and,

WHEREAS, the term of the Agreement will be for a period of three (3) years, commencing on or about January 1, 2024, and terminating on December 31, 2026; and,

WHEREAS, this Agreement is authorized pursuant to N.J.S.A. 40A:65-1, *et seq.* (“Uniform Shared Services and Consolidation Act”) which permits two or more local units to

enter into an Agreement for any service which any party to the Agreement is empowered to render within its jurisdiction; and,

WHEREAS, the Parties agree that their mutual public purposes and their best interests will be promoted by the execution and delivery of the Shared Services Agreement pursuant to the powers conferred by the Uniform Shared Services and Consolidation Act; and,

WHEREAS, all other terms and conditions of the Agreement shall be reviewed and approved by the Office of County Counsel; and,

WHEREAS, after review of the benefits and potential successes of the Program, the parties have determined to continue the Program; and,

IN CONSIDERATION of the mutual promises and covenants herein set forth, the Parties hereby agree as follows:

1. PURPOSE AND SCOPE

The purpose of this Shared Services Agreement, (hereinafter referred to as “Agreement”), is to support certain intervention efforts designed to combat substance use disorder. This will be accomplished by providing municipal residents charged with non-violent crimes with an opportunity for referral to the Recovery, Integration, Support, and Education (RISE) Advocate (hereinafter referred to as “RISE Advocate”). The RISE Advocate, to be procured and funded by the County, will work with such individuals to provide information about substance use disorder continuum of care services and assist with linking them to appropriate resources throughout the substance use disorder continuum of care, regardless of ability to pay. The RISE Advocate will act as a liaison between the individual, police department/court, and substance use disorder continuum of care providers. The Municipality expects that entering into this Agreement with the County will support its goals of providing a municipal level intervention for non-violent offenders by addressing the underlying issues that have led them to substance use. A long-term goal of the program is a reduction in recidivism.

2. TERMS AND TERMINATION

The term of this Agreement shall be for a period of three (3) years commencing on or about January 1, 2024, and include any cases heard up until December 31, 2026. Notwithstanding the above, each of the Parties shall have the right to terminate this Agreement prior to the end of its term, with or without cause, upon Ninety (90) days written notice delivered to the addresses listed above. This Agreement shall be binding upon the parties, their heirs, successors, and assigns.

3. **DUTIES AND RESPONSIBILITIES**

The County will provide the following services:

1. **Professional Contract Management Services**

- a. **Procurement.** The County will publicly procure a firm to provide professional substance use disorder advocate services for the RISE Initiative program in accordance with the provisions of the New Jersey Local Public Contracts Law. Specifically, the County will require the firm provider counselors to serve as RISE Initiative Advocate(s) with a minimum of a Certified Alcohol and Drug Counselor (CADC) working under the supervision of a Licensed Certified Alcohol and Drug Counselor (LCADC). The firm will have a minimum of two (2) years' experience as a New Jersey Division of Mental Health and Addiction Services (DMHAS) licensed entity established to provide substance use disorder treatment services in the State of New Jersey. Procurement functions, including preparation or review of Request for Proposals specifications, conducting pre-proposal meetings, receiving and reviewing proposals and recommendation for award of contracts, will reside with the County's Qualified Purchasing Agent and County's procurement attorney. All procurements required under this Agreement will utilize the County's Request for Proposals (RFP) policy and boilerplate as adopted by the Essex County Board of County Commissioners. The County will issue the contract for the professional services contemplated by this Agreement.
- b. **Contract supervision and monitoring.** The County, in consultation with the Municipality, will develop a procedure for supervision and monitoring of the professional services contract awarded in accordance with this Agreement.

2. **Training/Orientation**

- a. The County will coordinate, at its cost, all training required for the Municipality to implement the RISE Initiative program during the term of the Agreement.

3. **General**

- a. The County will be responsible for payment for the professional services provided by the RISE Advocate and there will be no cost to the Municipality for these services during the term of this Agreement.
- b. The County will prepare, at its cost, all materials for the RISE Initiative program during the Agreement term. Materials will include information cards, handouts, and related program materials with Municipality-specific information.
- c. The County will work cooperatively with the Municipality to achieve the goals of the Municipality with respect to the services provided during the term of this Agreement.

The Municipality will provide the following services:

- a) Work cooperatively with the County and with other County municipalities to implement the RISE Initiative program and develop model policies and procedures.
- b) Work cooperatively with the County as may be needed in scheduling orientation and training of Municipal police officials, court staff, and others as determined by the

- Municipality, as may be required to implement the RISE Initiative program. Said orientation and training to be conducted prior to the beginning of the Agreement term.
- c) Coordinate with the County to hold regular meetings between the Parties to assess the effectiveness of the services provided under this Agreement.
 - d) Work cooperatively with the County to achieve the goals of this Agreement.

4. **FUNDING**

During the term of this Agreement funding for all professional RISE Initiative advocate services shall be the responsibility of the County. The County will provide all printed materials needed for the RISE Initiative program and there will be no cost to the Municipality for these materials.

5. **CONFLICT OF INTEREST**

The Parties agree that in administering the services in connection with this Agreement, each will comply with all appropriate standards of conduct and will avoid any conflict of interest in its administration.

6. **INSURANCE**

During the term of this Agreement, the Municipality shall at all times, at its sole cost and expense, provide General Liability Insurance, including coverage for any acts of negligence of its respective officers, employees, and elected officials with respect to any liability arising out of their participating in the program in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate per year.

7. **REMEDIES AND DEFAULT**

Should either party to this Agreement default in the performance of any of its obligations under this Agreement and following thirty (30) days prior written notice and an opportunity to cure within such period, the non-defaulting party shall be entitled to all remedies available in law or in equity. The defaulting party shall be entitled to an additional thirty (30) days if the default cannot reasonably be cured within such time period, providing the defaulting party is using reasonable diligent efforts to cure the default. The non-defaulting party shall also be entitled to receive from the defaulting party costs and expenses, including legal fees, caused by the default. Such remedies shall include, without limitation, the right to terminate the Agreement.

8. **NOTICES**

All notices hereunder shall be in writing and mailed postage prepaid, certified mail, return receipt requested to the parties of this Agreement at the addresses listed herein above.

9. **N.J.A.C. § 17:44-2.2 AUTHORITY TO AUDIT OR REVIEW CONTRACT RECORDS**

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by the New Jersey Office of the State Comptroller ("OSC") pursuant to N.J.S.A. 52:15C-14(d). Accordingly, pursuant to N.J.A.C. § 17:44-2.2, Authority to Audit or Review Contract Records, the vendor(s) awarded contracts pursuant to this Agreement shall maintain all documentation related to products, transactions, or services under its agreement with the County of Essex for a period of five years from the date of final payment. Such records shall be made available to the OSC upon request.

10. **INDEMNIFICATION**

The Municipality agrees to protect, indemnify, and hold harmless the County of Essex, Division of Community Health Services, and its respective officers, trustees, and employees from and against any and all claims, demands, causes of action, damages and judgments (including, but not limited to, (such on behalf of a client or that client's agent or family) which may be imposed upon, incurred, or brought against the County of Essex as a result of any negligent acts of omission or commission by the Municipality or its officers, directors, and employees, committed in connection with this Agreement, except that such indemnity shall not apply to the extent that a claim, demand, cause of action, damage or judgment arises out of the negligent or wrongful acts or mission of the County of Essex.

11. **MISCELLANEOUS PROVISIONS**

The following miscellaneous provisions shall apply to this Agreement:

a) **Construction of this Agreement**

The Parties acknowledge that this Agreement was prepared pursuant to New Jersey law and shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey.

b) **Waiver**

Failure to enforce any of the provisions of this Agreement by any of the Parties shall not be construed as a waiver of the provisions.

c) Amendment or Modification

This Agreement may not be modified, altered, or amended in any manner, except in writing, signed by the Parties hereto, and authorized by formal action of the governing bodies for the County and Municipality.

d) Headings

This section and any other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

e) Invalidity Clause

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this Agreement shall be binding upon all Parties hereto.

f) Entire Agreement

This Agreement shall consist of the entire agreement of the Parties and it is acknowledged that there are no side or oral agreements relating to the understandings set forth herein.

g) Assignability

The Agreement and all rights, duties, and obligations contained herein may not be assigned without prior written consent from both Parties hereto.

h) No Third-Party Beneficiaries

No person or entity except for the Parties to this Agreement is intended to be a third-party beneficiary of the provisions of this Agreement for purposes of any civil, criminal, or administrative action, and accordingly, no person or entity except for the Parties to this Agreement may assert any claim or right as a beneficiary under this Agreement in any civil, criminal, or administrative action.

i) Affirmative Action

The Parties hereby agree to incorporate and be bound by the affirmative action language attached hereto.

j) Americans with Disabilities Act and New Jersey Law Against Discrimination

The Parties hereby agree to incorporate and be bound by the Americans with Disabilities Act and the New Jersey Law Against Discrimination language attached hereto.

k) Audit

The County of Essex shall conduct any required audits of the services provided under this Agreement in conformance with all City, State, and Federal accounting practices.

l) Further Assurances

From time to time, the Parties hereto may make, execute, and deliver or cause to be made, executed, and delivered further and other instruments and assurances, and will furnish such information, and make such filings with governmental authorities, as may be reasonably necessary or proper to carry out the intention of or to facilitate the performance of the terms of this Agreement or to protect and preserve the rights and remedies hereunder the Parties hereto.

m) Funding

Pursuant to N.J.S.A. 40A:11-15, this Agreement is subject to the availability and appropriation of sufficient funds each year in which it is in effect.

n) Binding Agreement

This Agreement shall be binding upon the Parties hereto and their respective heirs, executors, administrators, successors, or assigns.

NOW, THEREFORE, BE IT RESOLVED, the Essex County Board of County Commissioners hereby authorizes the proper County Officials to execute all documents necessary to effect Shared Services Agreements with all interested County municipalities for the RISE Initiative Program for the term stated herein at no cost to the participating municipalities.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals on the day and year first above written.

Attest:

FOR THE COUNTY OF ESSEX

FOR THE TOWNSHIP OF WEST ORANGE

Joseph N. DiVincenzo, Jr.
Essex County Executive

Susan McCartney, Mayor

Clerk of the Board of County Commissioners

Karen J. Carnevale, Municipal Clerk

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)
N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges,

universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

1. Letter of Federal Affirmative Action Plan Approval;
2. Certificate of Employee Information Report; or
3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **N.J.A.C. 17:27-1 et seq.**

AMERICANS WITH DISABILITIES ACT OF 1990

Mandatory Language

Equal Opportunity for Individuals with Disabilities

The Contractor and the County do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. *S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the County pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the County in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the County, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the County's grievance procedure, the Contractor agrees to abide by any decision of the County which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the County, or if the County incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The County shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the County or any of its agents, servants, and employees, the *County shall* expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the County or its representatives.

It is expressly agreed and understood that any approval by the County of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the County pursuant to this paragraph.

It is further agreed and understood that the County assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall they be construed to

relieve the Contractor from any liability, nor preclude the County from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

EXHIBIT A

MONTHLY REPORTING:

The Municipality, by and through the County-procured RISE Initiative provider, shall collect, and track the following information below to prepare and deliver reports.

The **County Report** shall illustrate overall programmatic numbers throughout the agreement term and is required to be submitted *monthly* to the Essex County Division of Community Health Services, **no later** than the **15th of each month**.

Individual Municipality Reports specify all programmatic factors which stem from referrals distributed from each municipality. Municipality Reports are to be submitted *monthly* to each participating municipality's Police Chief or appointed officer and Court Administrator, **no later** than the **15th of each month**.

Required Minimum Monthly Reporting Categories shall be as follows:

- Number of individuals referred from each municipality and differentiate the referral source.
- Number of individuals enrolled from each municipality.
- Number of individuals denied from each municipality.
- Number of individuals met with by RISE Advocate in court.
- Number of outreaches/phone calls **per referral & overall total number**.
- Referred by (i.e., Police, Court Staff, Family, Self)
- Last Name, First Name, Gender, Race/Ethnicity, DOB, Age, Phone Number, Email Address (if available)
- Date of contact (date referral was distributed to RISE Advocate)
- Current Residence/Homeless & Employment Status
- Insurance: Y/N (if yes, Medicaid, Medicare, Private)
- Funding Eligibility (funding used for service)
- Offender: Y/N, First Offense: Y/N
- Current Charge(s)
- Driver's License Status, Current DCPD
- **Mental Health** history/current status; **MAT** history/current status
- Previous history of overdose
- Identification number (as may be assigned by the court for reporting purposes)
- DV Background (Victim/Offender/Both)
- Primary Drug & Secondary Drug
- SUD Continuum of Care Services they're Seeking (Requested Service Type)
- Assessment scheduled, completed, etc.
- Current program/all programs tracked, thereafter.

Tracking throughout the Continuum of Care:

- Program/Agency Name
- Level of Care
- Engagement Status (Engaged, Completed, Disengaged)

EXHIBIT B

ANNUAL REPORTING:

The Municipality, by and through the County-procured RISE Initiative provider, shall prepare, and deliver an annual report to the County by **January 20th of each year**. The annual report shall exemplify the overall comprehensive analysis of RISE Initiative case-level data to aggregate-data formation. All data shall reflect individuals referred to the RISE Initiative program during the Agreement term: January 1st, through cases heard up until December 31st.

Required Minimum Annual Reporting Categories are as follows:

- Narrative summarizing the statistics gathered in the monthly reports throughout the Program term.
- Providing the percentage of individuals that engaged in substance use disorder continuum of care services from the total number referred to services by municipal police departments, courts, family members, or self-referred. Include percentage that successfully completed services and those that dropped out of services.
- Provide the age range of referred individuals: 18-21 years old; 22-26; 25-35; and 36 years and older.
- Provide the racial and ethnic breakdown of referred individuals.
- Provide the percentage of individuals entering services by level of care (i.e., out-patient, residential, detox, etc.)

Please Note: Annual Reporting requirements may evolve during the term of the Agreement as agreed to by the County and Municipality.