

**RESOLUTION NO. 2022-078**

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING TO PARTICIPATE IN THE ON P.O.I.N.T. PROGRAM WITH BRIGHT HARBOR HEALTHCARE**

**WHEREAS**, Bright Harbor Healthcare is a New Jersey Non-Profit Corporation, located in Bayville, New Jersey that provides assistance to at-risk populations through its On P.O.I.N.T. (Proactive Outreach In Needs and Treatment) program (hereinafter, the “On P.O.I.N.T. Program”); and

**WHEREAS**, the objective of the On P.O.I.N.T. Program is to provide early intervention to individuals who may otherwise engage in the criminal justice system and/or emergency services through the implementation of a police-initiated social work intervention; and

**WHEREAS**, the Township of Little Egg Harbor and Bright Harbor Healthcare wish to join in a partnership through the On P.O.I.N.T. Program, to assist the residents of Little Egg Harbor with access to social work referrals and improving access to health and integrated care programs; and

**WHEREAS**, the Township of Little Egg Harbor believes that Bright Harbor Healthcare’s experience in the creation, management, and operation of the On P.O.I.N.T. Program would be both positive and productive in helping Little Egg Harbor Police Department deal with at-risk populations; and

**WHEREAS**, pursuant to the Memorandum of Understanding, attached hereto and made a part hereof as Schedule “A”, Bright Harbor Healthcare will provide on-site social workers to assist the Little Egg Harbor Police Department in handling mental health, substance abuse, and social service related calls that the Little Egg Harbor Police receive and in addition provide day-to-day management of the operations of the On P.O.I.N.T. Program; and

**WHEREAS**, as part of the Memorandum of Understanding, the Township of Little Egg Harbor will provide in-kind donations to the On P.O.I.N.T. Program such as the use of physical office space and municipal vehicles and additionally the Little Egg Harbor Police Department shall provide assistance to the on-site social workers to provide security when needed for direct assistance to individual consumers and will pay Bright Harbor Healthcare \$35,000.00 during the contract year, paid \$8,750.00 quarterly, for implementation of the On P.O.I.N.T. program.

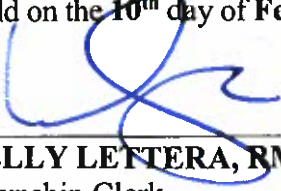
**WHEREAS**, the Township of Little Egg Harbor retains the right to discontinue participation in the On P.O.I.N.T. program for any reason with a ninety (90) day notice; and

**NOW, THEREFORE, BE IT RESOLVED**, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey, as follows:

1. That the Township of Little Egg Harbor agrees to participate in the On P.O.I.N.T. Program in partnership with Bright Harbor Healthcare, for the period of January 1, 2022 to December 31, 2022, in accordance with the terms of the Memorandum of Understanding, attached hereto.
2. That the governing body does hereby authorize the execution of the Memorandum of Understanding, for operation and management of the On P.O.I.N.T. Program.
3. That the maximum dollar value of the Memorandum of Understanding is \$35,000.00.
4. That the Mayor is hereby authorized and directed to execute the Memorandum of Understanding for the terms and conditions as outlined.
5. That a certificate of availability of funds executed by the Chief Financial Officer is annexed hereto. The following are the line item appropriations or ordinances which constitute the availability of funds for this contract:  
2-01-27-793-003
6. That a certified copy of this resolution, together with a copy of the Memorandum of Understanding between the parties, shall be forwarded to the Chief of Police and Bright Harbor Healthcare.

**CERTIFICATION**

I, **KELLY LETTERA, RMC**, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the 10<sup>th</sup> day of February, 2022.

  
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**KELLY LETTERA, RMC**  
Township Clerk  
Township of Little Egg Harbor

## MEMORANDUM OF UNDERSTANDING

### BETWEEN

#### BRIGHT HARBOR HEALTHCARE AND THE TOWNSHIP OF LITTLE EGG HARBOR

This Memorandum of Understanding (MOU), dated as of the 10<sup>th</sup> day of FEB, 2022 (hereinafter, this "MOU") by and between Bright Harbor Healthcare, a New Jersey Non-Profit Corporation, with its principal place of business located at 160 Atlantic City Boulevard, Bayville, New Jersey, 08721 and the Township of Little Egg Harbor, a municipal corporation of the State of New Jersey, with principal offices located at 665 Radio Road, Little Egg Harbor New Jersey 08087, shall serve to define the role and responsibilities of Bright Harbor Healthcare and Little Egg Harbor Township with regard to the Proactive Outreach In Needs and Treatment ("On P.O.I.N.T.") program, a collaborative program related to service in the community. The MOU shall take effect January 1, 2021 and end on December 31, 2022.

Whereas Bright Harbor Healthcare has reached an agreement with Little Egg Harbor Township to create the On P.O.I.N.T. program, whereby residents of ~~Stafford Township~~ <sup>LEHT</sup> will have access to social work referrals and improved access to behavioral health and integrated care programming to ensure that its most vulnerable population has the ability to get the care they need and deserve, and

Whereas Bright Harbor Healthcare desires to assist Little Egg Harbor Township, and specifically the Little Egg Harbor Township Police Department ("LEHPD") in building a strong community and helping to educate citizens to understand that the role of the police officer includes referring at risk people/families for intervention, and

Now therefore, in consideration of the mutual promises contained herein, the parties hereby agree to as follows:

#### **Responsibilities of Little Egg Harbor Township:**

1. Send referrals to Bright Harbor Healthcare via the designated On POINT email.
2. Develop and maintain an effective connection with Bright Harbor Healthcare On P.O.I.N.T. program staff through regular verbal, telephonic, and electronic communication as well as quarterly meetings with Bright Harbor Healthcare On P.O.I.N.T. program staff to enhance treatment planning and information sharing.
3. Coordinate data sharing regarding referrals and services as it relates to outcomes
4. Provide physical office space, with privacy, for Bright Harbor Healthcare On P.O.I.N.T. staff to meet with residents of Little Egg Harbor when needed.
5. Provide the use of a municipal vehicle for transportation of Bright Harbor Healthcare On P.O.I.N.T. staff when indicated.

6. Little Egg Harbor Township/LEHPD is not responsible for the care of any patients in the program under the care of Bright Harbor Healthcare.

**Responsibilities of Bright Harbor Healthcare:**

1. Accept referrals from LEHPD in a timely manner.
2. Coordinate data sharing as it is related to the program.
3. Provide on-site social workers 1 day per week to assist the LEHPD in handling mental health, substance abuse, and social service related calls.
4. Provide assessment and services to referrals throughout the week based on need and acuity.
5. Provide day-to-day management of the operations of the On P.O.I.N.T. program.
6. Coordinate effective communication with staff of Little Egg Harbor Township and the LEHPD to ensure information sharing, progress and community planning.
7. Develop and maintain educational and resource materials for Little Egg Harbor Township officers.
8. Coordinate intervention with LEHPD staff when indicated and follow all protocol set forth by ~~Stafford Township~~ LEHPD to ensure safety of all involved.
9. Attend any and all trainings recommended by LEHPD.

**Terms of Agreement:**

This agreement will commence on January 1, 2022 and shall end on December 31, 2022 unless either party gives the other 90 days written notice of its intent to end the program. This agreement can be modified at any time if both parties agree on the modifications and such modifications are reduced to writing and made an addendum to this statement.

Little Egg Harbor Township agrees to pay Bright Harbor Healthcare \$35,000 during the contract year for the On P.O.I.N.T. program. This amount will be billed Quarterly in the amount of \$8,750.00

Either party may terminate this agreement by serving 90 days written notice.

**Confidentiality:**

Bright Harbor Healthcare and Little Egg Harbor Township are both HIPAA compliant organizations and shall work to ensure confidentiality of all program participant information, including Protected Health Information (PHI), by all employees of both organizations.

**Assignment:**

This agreement or any of its provisions shall not be assigned, delegated, or transferred by either party without prior written consent of both parties.

**Indemnification:**

Bright Harbor Healthcare agrees to indemnify Little Egg Harbor Township, its successors and assigns all officers, directors and employees of Little Egg Harbor Township and any affiliated companies, harmless and against any and all loss, damage, cost or expense, including attorney's fees, suits, liabilities, judgments, damages, and claims arising from or in any way related to or by reason of Bright Harbor Healthcare performance of its services for Little Egg Harbor Township under this Memorandum of Understanding. This provision shall survive the completion of or termination of this Memorandum of Understanding.

Little Egg Harbor Township agrees to indemnify Bright Harbor Healthcare, its successors and assigns all officers, directors and employees of Bright Harbor Healthcare and any affiliated companies, harmless and against any and all loss, damage, cost or expense, including attorney's fees, suits, liabilities, judgments, damages, and claims arising from or in any way related to or by reason of Little Egg Harbor Township's performance of its services under this Memorandum of Understanding. This provision shall survive the completion of or termination of this Memorandum of Understanding.

**Survivability:**

Notwithstanding completion or termination of this Memorandum of Understanding for any reason, duties and obligations of the Parties to this Memorandum shall survive such completion or termination and remain in full force and effect until fulfilled.

**Waiver:**

The failure at any time to require performance of any provision of this MOU shall in no way affect any party's right at a later time to enforce the same. No waiver of a breach of a term contained in this MOU, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of such breach of any other term of this MOU.

**Severability:**

The provisions of this MOU shall be deemed severable. The invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity or enforceability of the other provisions hereof.

**Entire Agreement:**


This MOU is the entire agreement between the parties regarding the subject matter hereof and supersedes all other prior agreements, commitments, representations, writings and other communications between parties with respect to the subject matter hereof. Any modification of this MOU will be effective only if it is in writing and signed by both parties.

**Counterparts:**

This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

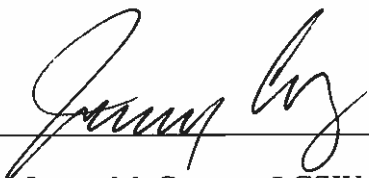
**WITNESS:**



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Name: Meghan Comger

**BRIGHT HARBOR HEALTHCARE**

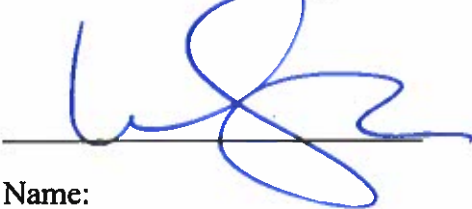
BY: 

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Name: James M. Cooney, LCSW

Title: Chief Executive Officer

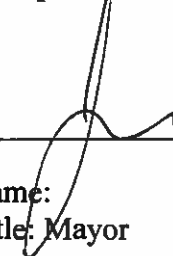
**WITNESS AND ATTEST:**



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Name:  
Title: Township Clerk

**Township of Little Egg Harbor**

BY: 

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Name:  
Title: Mayor