

RESOLUTION NO. 2019-170

RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE RENEWAL OF THE MEMORANDUM OF UNDERSTANDING TO PARTICIPATE IN THE ON P.O.I.N.T. PROGRAM WITH OCEAN MENTAL HEALTH SERVICES, INC.

WHEREAS, Ocean Mental Health Services, Inc. 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" which provides 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 Ocean Mental Health Services, Inc., previously entered into 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 and Ocean Mental Health Services, Inc.'s wish to renew the Memorandum of Understanding, attached hereto and made a part hereof as Schedule "A", Ocean Mental Health Services, Inc. to continue the provision of 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 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 provides 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 provides security to the on-site social workers when needed for direct assistance to individual consumers and will pay Ocean Mental Health Services, Inc. \$40,000.00 during the contract year for implementation of the On P.O.I.N.T. program; and

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.

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 Ocean Mental Health Services, Inc. in accordance with the terms of the Memorandum of Understanding, attached hereto.

2. That the governing body does hereby authorize the renewal of the Memorandum of Understanding, for operation and management of the On P.O.I.N.T. Program for a term of one year.

3. That the maximum dollar value of the Memorandum of Understanding is \$40,000.00.

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:

9 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 Ocean Mental Health Services, Inc.

CERTIFICATION

I, **SUSAN M. FARRELL, RMC**, Deputy 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 **8th** day of **August, 2019**.


Susan M. Farrell, Deputy Township Clerk
Township of Little Egg Harbor

CERTIFICATE OF AVAILABILITY OF FUNDS

I, **RODNEY HAINES**, Certified Municipal Finance Officer for the Township of Little Egg Harbor, do hereby certify that adequate funds are available for a contract with Ocean Mental Health Services, Inc., for the implementation of the On P.O.I.N.T. Program in the amount of \$40,000.00.

The maximum dollar value of this contract is \$40,000.00.

The funds, which are available for this contract, are found in the following line item appropriations or ordinances: 9 01 27 793 003



Rodney Haines, Certified Municipal Finance Officer
Township of Little Egg Harbor

MEMORANDUM OF UNDERSTANDING

BETWEEN

OCEAN MENTAL HEALTH SERVICES, INC. AND THE TOWNSHIP OF LITTLE EGG HARBOR

This Memorandum of Understanding (MOU) , dated as of the 8th day of August, 2019 (hereinafter, this "MOU") by and between Ocean Mental Health Services, Inc. (OceanMHS), a New Jersey Non-Profit Corporation, with its principal place of business located at 160 Atlantic City Boulevard, Bayville, New Jersey, 08721 ("OceanMHS") 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 ("LEH"), shall serve to define the role and responsibilities of OceanMHS and LEH 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.

Whereas OceanMHS has reached an agreement with LEH to create the On P.O.I.N.T. program, whereby residents of LEH 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 OceanMHS desires to assist LEH, and specifically the Little Egg Harbor Township Police Department ("LEHTPD") 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 LEH:

1. Send referrals to OceanMHS via the Care Coordinator through email.
2. Develop and maintain an effective connection with OceanMHS On P.O.I.N.T. program staff through regular verbal, telephonic, and electronic communication as well as quarterly meetings with the OceanMHS 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 OceanMHS On P.O.I.N.T. staff to meet with residents of LEH when needed.
5. Provide the use of a municipal vehicle for transportation of OceanMHS On P.O.I.N.T. staff when indicated.

OceanMHS agrees to indemnify LEH, its successors and assigns all officers, directors and employees of LEH 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 OceanMHS performance of its services for LEH under this Memorandum of Understanding. This provision shall survive the completion of or termination of this Memorandum of Understanding.

LEH agrees to indemnify OceanMHS, its successors and assigns all officers, directors and employees of OceanMHS 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 LEH'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.

6. LEH/LEHTPD is not responsible for the care of any patients in the program under the care of OceanMHS.
7. To make arrangements for fiscal reimbursement to OceanMHS.

Responsibilities of OceanMHS:

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

Terms of Agreement:

This agreement will commence on July 1, 2019 and shall end on June 30th, 2020 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.

LEH agrees to pay OceanMHS \$40,000 during the contract year for the On P.O.I.N.T. program.

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

Confidentiality:

OceanMHS and LEH 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. The attached Business Associate Agreement (Schedule "A") serves as document to both organizations commitment to compliance with HIPAA.

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:

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

WITNESS:

Anne Caruso
Name: Anne Caruso

Ocean Mental Health Services, INC.

BY: James M. Cooney
Name: James M. Cooney, LCSW
Title: Chief Executive Officer

WITNESS AND ATTEST:

Susan M. Farrell, RMC
Susan M. Farrell, RMC
Name: Diana K. McCracken, RMC
Title: Township Clerk - Deputy

Township of Little Egg Harbor

BY: Barbara Jo Crea
Name: Barbara Jo Crea
Title: Mayor