

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE BERGEN COUNTY PROSECUTOR'S OFFICE
AND
RUTGERS-THE STATE UNIVERSITY OF NEW JERSEY**

Parties

This Professional Services Agreement (hereinafter "PSA") is made, entered and effective as of the date last below written by and between the Bergen County Prosecutor's Office, located at 2 Bergen County Plaza, Hackensack, New Jersey, 07601 and Rutgers -The State University of New Jersey, Center on Policing (Rutgers-COP), located at 106 Somerset Street 7th Floor, Room 754, New Brunswick, New Jersey 08901.

Purpose

The purpose of this PSA is to define the roles and responsibilities of the Parties regarding the implementation of the Bergen County Prosecutor's Office Technology Innovation for Public Safety (TIPS) Grant and research partnership with Rutgers-COP, led by the Bergen County Prosecutor's Office (BCPO).

Introduction

In May of 2018, the Bergen County Prosecutor's Office submitted a grant proposal to the Bureau of Justice Assistance (BJA) under the 2018 TIPS grant initiative. The Bergen County Prosecutor's Office is the eligible applicant under the grant solicitation guidelines, with the Rutgers-COP the research partner. The total amount of grant funding sought was \$602,841 under the grant guidelines. \$500,000 of that amount was from the grant; the remaining \$102,841 is contributed salary time from employees of the BCPO.

Rutgers-COP is listed in the grant as a partner whose purpose is to assist in creating a Dynamic Risk Model. This model is a Machine Learning based model that will predict the propensity of an individual to have a bad outcome. Additionally, Rutgers will work with the project team to identify the specific data that needs to be collected for measuring performance.

The term of the grant project covered is 1.5 years, from October 1, 2018 to March 31, 2020. The total funding for the Rutgers-COP is \$67,950 over the course of the grant period.

TERMS OF CONTRACT

1. This contract covers an operational period from October 1, 2018 to March 31, 2020, with the possibility of future extensions by BJA.

2. The Rutgers Center on Policing shall consult with the Bergen County Prosecutor's Office personnel assigned to this project to undertake a process evaluation of the proposed program. The research team will work with the assembled working group to identify the current state of information sharing between the partners and ultimately aid in the development of a summary report with findings, promising practices, and lessons learned from the pilot and recommendations for nationwide operational implementation. A final report summarizing the project deliverables, goals, outcomes, successes, and lessons learned will be written and submitted to BJA at the end of the project period.
3. Rutgers-COP acknowledges that the case material provided by the Bergen County Prosecutor's Office is confidential, and agrees to institute such procedures that may be necessary to ensure the confidentiality of the material provided.
4. Rutgers-COP will maintain continuing contact with the Bergen County Prosecutor's Office and provide feedback on a quarterly basis in order to identify in-stream modifications or revisions identified by the assessment, which would improve the effectiveness of the screening process and work product. Rutgers-COP will also meet periodically with the Bergen County Prosecutor's Office to provide strategy development and project review.
5. At the end of the grant Program, Rutgers will provide a summative evaluation that will assess the process and overall impact of the project.
6. The point of contact for Rutgers-COP shall be:

Linda Tartaglia, Director
Center on Policing
Rutgers-The State University of New Jersey
106 Somerset Street, 7th Floor
Room 754
New Brunswick, New Jersey 08901.

7. The point of contact for the Bergen County Prosecutor's Office shall be:

Christopher Whiting
Detective
Bergen County Prosecutor's Office
100 Eisenhower Drive
Paramus, New Jersey 07652

8. Rutgers-COP shall provide such documentation to Bergen County Prosecutor's Office on at least a quarterly basis, for submission for grant reimbursement to Bergen County Prosecutor's Office.

9. Rutgers-COP shall submit quarterly progress invoice to the Bergen County Prosecutor's Office summarizing their activities during the past quarter and claiming the amount due them for the quarter. Said invoice should be provided to the Bergen County Prosecutor's Office commencing October 1, 2018, and continuing at 3 month intervals thereafter, as a condition precedent for said payment.
10. Payment for professional services rendered will be made within 60 days of receipt of the required documentation referred to in paragraph 8, above. The Bergen County Prosecutor's Office Administration Unit will arrange for payment to Rutgers from the County of Bergen, as allowed by the terms of the grant as approved by BJA, to the attention of:

Rutgers, The State University of New Jersey
Attn: Linda Tartaglia, Director, Center on Policing
106 Somerset Street, 7th Floor
Room 754
New Brunswick, New Jersey 08901

11. Insurance

- a. General Liability - Rutgers shall maintain at its own cost and expense during the term of this Agreement and any renewals thereof, general liability coverage and, also, errors and omissions liability coverage of professionals providing services, insuring Rutgers, and its faculty, students, employees, and staff against claims for damages (including, but not limited to, bodily injury, property damage) arising from Rutgers' performance of services under this Agreement. Rutgers shall provide such liability coverage through a program of self-insurance governed by the terms and provisions of the State of New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., with limits of not less than one million dollars (\$1,000,000) per incident and three million (\$3,000,000) in the annual aggregate.
 - b. Workers' Compensation - Rutgers shall provide workers' compensation coverage for its employees through a self-insurance program in accordance with the terms and provisions of N.J.S.A. 34:15-1 et seq.
12. Each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. §1320a-7b(b) ("Anti-Kickback Statute"), or the federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement.

All parties have received a copy of Rutgers Code of Conduct and Rutgers Stark Law and Anti-Kickback Statute Policies and Procedures. Rutgers Code of Conduct is available at: <http://www.rutgersj.edu/complweb/code/conduct.pdf>.

Rutgers Stark Law and Anti-Kickback Statute Policies and Procedures are available at the following web addresses:
http://www.rutgers.edu/oppmweb/university_policies/ethics_compliance/PDF/00-01-15-60_05.pdf;
http://www.rutgers.edu/oppmweb/university_policies/ethics_compliance/PDF/00-01-15-60_10.pdf; and,
http://www.rutgers.edu/oppmweb/university_policies/ethics_compliance/PDF/00-01-15-60_15.pdf.

13. The Bergen County Prosecutor's Office shall ensure compliance with all relevant federal, state, and local procurement and contracting laws and regulations in the acquisition of goods and services for the program.
14. All expenses shall be in compliance with the attached grant application and budget, including any revisions thereto, along with all County policies and procedures for procurement and payment. Modifications, if necessary, must be requested of the Bergen County Prosecutor's Office for formal submission to BJA for final approval.
15. The Bergen County Prosecutor's Office will remain responsible for all grant reporting and management. The Bergen County Prosecutor's Office will be responsible to inform Rutgers-COP of any relevant restrictions or conditions on activities funded under this grant. Rutgers-COP will provide timely assistance and full cooperation with Bergen County Prosecutor's Office in fulfilling its management and reporting responsibilities for this grant.
16. Should funding be lost or terminated for any reason prior to the expiration date of this PSA, the PSA shall be null and void effective that date.
17. The grant application and budget, as approved by BJA, are attached and made part of this PSA.

Contracted by:

Accepted by:

Dennis Calo Date
Acting Bergen County Prosecutor
Bergen County Prosecutor's Office

Linda Tartagila Date 10/01/18
Director, Center on Policing

For Rutgers:
