

AGENDA

6:30 p.m. Wednesday, February 21, 2018.

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from February 7, 2018

P-1 Proclamation recognizing Kennedy Health & Wellness - Mullica Hill on its Grand Opening and Ribbon Cutting 2/15/18 (previously presented) (Simmons)

P-2 Proclamation recognizing Float Haven Health Spa on its Grand Opening and Ribbon Cutting-2/18/18 (previously presented) (Simmons)

PUBLIC HEARING AND ADOPTION

RESOLUTION TO EXCEED THE COUNTY BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK.

This Resolution will allow the County to use 3.5% in calculating its budget cap and allow the County to “bank” or use in future years any amounts not needed in 2018. This was introduced at the February 7, 2018 Freeholder Meeting.

INTRODUCTION OF 2018 BUDGET

RESOLUTION FOR THE INTRODUCTION OF THE ANNUAL BUDGET OF THE COUNTY OF GLOUCESTER FOR THE FISCAL YEAR 2018.

This Resolution introduces the 2018 County budget, and schedules a public hearing at the March 21, 2018 Freeholder meeting.

INTRODUCTION

BOND ORDINANCE AUTHORIZING THE COMPLETION OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS PIECES OF EQUIPMENT IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$31,494,247 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$20,627,816; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING.

A public hearing will be scheduled at the March 21, 2018 Freeholder meeting on this ordinance.

Public portion on agenda items only (time limit of five (5) minutes per person, per public portion).

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

A-1 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF FEBRUARY, 2018.

The Treasurer of Gloucester County submits the bill list for February for Freeholder approval, including ratification of payments made to cover emergency payments made by the Division of Social Services. Upon approval, the Treasurer is the authorized to render payments to vendors appearing on the list.

A-2 RESOLUTION AUTHORIZING A CONTRACT WITH PINO CONSULTING GROUP, INC. FROM FEBRUARY 4, 2018 TO FEBRUARY 3, 2019 FOR \$26,000.00.

This Resolution authorizes a contract with Pino Consulting Group, Inc., for the provision of a countywide Central Service Indirect Cost Plan from February 4, 2018 to February 3, 2019 for \$26,000.00 as per RFP-18-009. This plan identifies Indirect Costs, commonly called “overhead” costs, so that the County may charge them to, and get reimbursed from, grants. CAF #18-01147 has been obtained to certify funds.

A-3 RESOLUTION AUTHORIZING THE FILING OF A SPENDING PLAN FOR A 2017 RECYCLING ENHANCEMENT ACT TAX FUND ENTITLEMENT PURSUANT TO P.L. 2007 C.311 ET SEQ.

This Resolution authorizes the filing of a Spending Plan for a Recycling Enhancement Act Tax Entitlement pursuant to P.L. 2007 c.311 et seq. (hereinafter "the Act"). The Act was approved on January 14, 2008 and provides entitlement funds to Counties in the State of New Jersey to prepare, revise and implement comprehensive Solid Waste Management and Recycling Plans. The 2017 Recycling Enhancement Act Tax Entitlement for Gloucester County is \$257,976.00.

A-4 RESOLUTION SUPPORTING NEW JERSEY ASSEMBLY BILL A-135 (SENATE BILL 3490), ESTABLISHING FIRE SAFETY STANDARDS AND BUILDING CODES FOR CERTAIN LIGHT FRAME RESIDENTIAL CONSTRUCTION.

Over 800 fires occur each year in buildings using lightweight wood construction, resulting in injuries, displacements and even death. The adoption of this Resolution conveys Gloucester County's support of the passage of Assembly Bill A-135 (Senate Bill 3490) to amend New Jersey's Construction Code regarding fire safety standards for light frame construction of new multiple dwellings, hotels, rooming and boarding houses, etc., in an effort to limit the spread of fires in residential buildings and ensure an added level of protection for both residents and firefighters.

**DEPARTMENT OF PUBLIC SAFETY,
VETERANS AFFAIRS & ELECTIONS**

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

B-1 RESOLUTION AUTHORIZING A CONTRACT WITH COOPER UNIVERSITY HOSPITAL, FROM MARCH 1, 2018 TO FEBRUARY 28, 2019, IN AN AMOUNT NOT TO EXCEED \$49,000.00.

As part of the regional EMS services program the County is required to have a medical director. RFP# 018-016 was prepared and it is recommended the contract be awarded to Cooper University Hospital, Division of EMS/Disaster Medicine with an address of 1 Cooper Plaza, Keleman 152, Camden, New Jersey 08103. This contract is for an amount not to exceed \$49,000.00, from March 1, 2018 to February 28, 2019.

B-2 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO SIMULAIDS, INC., FOR \$30,995.00.

Resolution authorizing the purchase of a Patient Simulator for use by the Gloucester County Emergency Medical Services Staff. The Purchasing Department sent out a bid request PD-018-007 and it is recommended that the contract be awarded to Simulaids, Inc. CAF#18-00829 has been obtained to certify funds.

B-3 RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE BOROUGH OF BUENA RELATED TO DISPATCH SERVICES INCLUDING POLICE, FIRE, AND EMS SERVICES.

The Borough of Buena is entering into a Shared Services Agreement, which will enable the County to provide dispatch services including police, fire and EMS services. The Shared Services Agreement is for a period of ten years, from January 1, 2018 to December 31, 2027. The Borough of Buena will pay the sum of \$136,918.68 for the first year. Thereafter for the second year and subsequent years there shall be an annual increase based on the Consumer Price Index-Urban Wage Earners (CPI-U) for the Philadelphia Region as published by the US Department of Labor.

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

F-1 RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER SOFTWARE AND RELATED TRAINING SERVICES FROM SOFTWARE HOUSE INTERNATIONAL THROUGH STATE CONTRACT FOR \$171,500.00.

This Resolution will authorize the purchase of software and related training services for the County Prosecutor's Office regarding the Infoshare Victim Witness portal to be used at the Child Advocacy Center from Software House International Corp. through State Contract #A89851 for \$171,500.00. CAF #18-01171 was obtained to certify funds.

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

G-1 RESOLUTION AUTHORIZING STATE AREA PLAN GRANT CONTRACTS WITH VARIOUS ENTITIES FROM JANUARY 1, 2018 TO DECEMBER 31, 2018.

This Resolution authorizes the execution of Contracts, awarded by RFP 18-040, for the provision of various programs and services, through the County Division of Senior Services, for the seniors of the County from January 1, 2018 to December 31, 2018, as follows: **Gloucester County Division of Transportation Services**, for provision of Non-Emergency Medical Transportation (#003) in an amount not to exceed \$40,940.00 (Grant Funds: \$39,000.00 (III B); Local Public Match: \$1,440.00; Estimated Client Donations: \$500.00); **Gloucester County Division of Transportation Services**, for provision of Blind/Visually Impaired Transportation (#035) in an amount not to exceed \$11,600.00 (Grant Funds: \$11,500.00 (III B), Estimated Client Donations: \$100.00); **Gloucester County Division of Transportation Services**, for provision of Escorted Transportation (#060) in an amount not to exceed \$30,125.00; (Grant Funds: \$27,075.00 (SHTP), Local Private Match: \$2,950.00, Estimated Client Donations: \$100.00); **Gloucester County Division of Health**, for provision of the Physical Activity, Walking Exercise Program (#008) in an amount not to exceed \$4,220.00; (Grant Funds \$2,060.00 (III B), Local Public Match \$2,060.00, Estimated Client Donations \$100.00); **Gloucester County Department of Health and Human Services**, for provision of the Senior Health Connection Program (#009) in an amount not to exceed \$12,950.00 (Grant Funds \$12,050.00 (III B), Local Public Match \$800.00; Estimated Client Donations \$100.00); **Evergreen Court Adult Day Services**, for provision of Adult Day Care (#007) in an amount not to exceed \$28,700.00 (Grant Funds: \$26,000.00 (III B), Local Public Match: \$2,600.00, Estimated Client Donations: \$100.00); **Moorestown Visiting Nurse Association Inc.**, 300 Harper Drive, Moorestown, NJ 08057-3208, for the provision of the Personal Care Service Program (#088) in an amount not to exceed \$50,100.00 (Grant Funds \$50,000.00 (III B); Estimated Client Donations \$100.00); and **Moorestown Visiting Nurse Association Inc.**, 300 Harper Drive, Moorestown, NJ 08057-3208, for the provision of the Moorestown VNA Assistance for Independent Living Program (# 73) in the amount not to exceed \$70,100.00 (Grant Funds \$56,000.00 (SSBG); Local Public Match \$14,000.00; Estimated Client Donation \$100.00).

G-2 RESOLUTION AUTHORIZING HUMAN SERVICES CONTRACTS WITH VARIOUS ENTITIES FROM JANUARY 1, 2018 TO DECEMBER 31, 2020

This Resolution authorizes the execution of Contracts, awarded by RFP-18-010 for Human Services, from January 1, 2018 to December 31, 2020, with the option to extend for two (2) one year periods or one (1) two year period to the following agencies: Catholic Charities, Diocese of Camden, Inc., to provide prevention and case management for individuals and families, in an amount not to exceed \$87,945.00; Center for Family Services, Inc., to provide motel/hotel placement during Code Blue weather conditions for individuals and families, and transitional housing to single pregnant women and women with children, etc., in an amount not to exceed \$163,549.00; Senior Citizens United Community Services, Inc., to provide prevention and case management for seniors, in an amount not to exceed \$29,000.00; Tri-County Community Action Agency, Inc., to provide emergency shelter for families in an apartment setting, in the amount not to exceed \$6,054.00; Joseph's House of Camden, LLC, to provide motel/hotel placement for single individuals, in an amount not to exceed \$22,000.00; Volunteers of America, Delaware Valley, Inc., to provide emergency shelter at Eleanor Corbett House, 24 hour supervision, case management, meals and transportation, in an amount not to exceed \$57,244.00.

Old Business

New Business

Public Portion (time limit of five (5) minutes per person)

Adjournment

MINUTES

6:30 p.m. Wednesday, February 7, 2018.

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Deputy Director Chila	X	
Freeholder Barnes	X	
Freeholder Christy	X	
Freeholder DiMarco	X	
Freeholder Jefferson	X	
Freeholder Simmons	X	
Director Damminger	X	

Changes to the Agenda –Agenda item F-3 was pulled from the agenda.

Approval of the regular meeting minutes from January 17, 2018.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

- 51003 Proclamation recognizing January 2018 as Stalking Awareness Month (previously presented) (Jefferson)
- 51004 Proclamation recognizing January 2018 as Human Trafficking Month (previously presented) (Jefferson)
- 51005 Proclamation recognizing "Cookie Munchers" on its Grand Opening & Ribbon Cutting (previously presented) (Simmons)

PUBLIC HEARING and SECOND READING

**51006 ORDINANCE TO AMEND THE SCHEDULE OF FEES FOR EMERGENCY MEDICAL SERVICES
OPEN**

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

ADOPT

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

INTRODUCTION

51007 RESOLUTION TO EXCEED THE COUNTY BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK.

Introduction of this Resolution will allow the County to use 3.5% vs. 2.5% in calculating its budget CAP and allow the County to "bank" or use in future years any amounts not needed in 2018. **The public hearing will be held February 21, 2018.**

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

INTRODUCTION

51008 ORDINANCE AUTHORIZING THE GUARANTY BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE COUNTY GUARANTEED SOLID WASTE REVENUE BONDS (LANDFILL PROJECT, SERIES 2018) AND SOLID WASTE CONSTRUCTION LOAN NOTES, TO BE ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$10,500,000; AND DETERMINING CERTAIN MATTERS IN CONNECTION THEREWITH.

The public hearing will be held March 21, 2018.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

51009 RESOLUTION DETERMINING THE ANNUAL APPROPRIATION FOR THE ESTABLISHMENT AND MAINTENANCE OF THE COUNTY LIBRARY FOR THE YEAR 2018.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

51010 RESOLUTION AUTHORIZING CANCELLATION OF CERTAIN ITEMS FROM THE TEMPORARY BUDGET.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

**DEPARTMENT OF PUBLIC SAFETY,
VETERANS AFFAIRS & ELECTIONS**

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

51011 RESOLUTION AUTHORIZING A CONTRACT WITH PROPHOENIX CORPORATION, FOR \$179,454.16.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

51012 RESOLUTION AUTHORIZING A CONTRACT WITH VALUE ADDED VOICE SOLUTIONS, LLC, FROM JANUARY 1, 2018 TO DECEMBER 31, 2018, FOR \$43,396.00.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

51013 RESOLUTION AUTHORIZING A CONTRACT WITH COOPER MONUMENT COMPANY, FROM FEBRUARY 5, 2018 TO FEBRUARY 4, 2020.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

51014 RESOLUTION AUTHORIZING GRANT APPLICATION AND AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE LOCAL AID INFRASTRUCTURE FUND GRANT-2018-ROUTE 44 TRUCK BYPASS AND DUPONT P-00101 PROJECT.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila			X		
Freeholder Barnes			X		
Freeholder Christy		X	X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons	X		X		
Director Damminger			X		

Comments: N/A

51015 RESOLUTION AUTHORIZING GRANT APPLICATION AND AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE LOCAL AID INFRASTRUCTURE FUND GRANT-2018-INTERSECTION IMPROVEMENTS RT. 322-00100 PROJECT.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila			X		
Freeholder Barnes			X		
Freeholder Christy		X	X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons	X		X		
Director Damminger			X		

Comments: N/A

51016 RESOLUTION AUTHORIZING CONTRACTS WITH FEDERICI AND AKIN, P.A. AND BACH ASSOCIATES, PC FROM FEBRUARY 7, 2018 TO FEBRUARY 6, 2019 IN AN AMOUNT NOT TO EXCEED \$150,000.00 EACH.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila			X		
Freeholder Barnes			X		
Freeholder Christy		X	X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons	X		X		
Director Damminger			X		

Comments: N/A

51017 RESOLUTION AUTHORIZING AGREEMENT MODIFICATION #01 TO COST REIMBURSEMENT AGREEMENT 2017-DT-BLA-752 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION TO INCREASE FUNDING BY \$46,504.30.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila			X		
Freeholder Barnes			X		
Freeholder Christy		X	X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons	X		X		
Director Damminger			X		

Comments: N/A

51018 RESOLUTION AUTHORIZING CHANGE ORDER #01 (INCREASE) WITH JOSEPH PORRETTA BUILDERS, INC. TO INCREASE THE CONTRACT BY \$8,817.13.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila			X		
Freeholder Barnes		X	X		
Freeholder Christy					X
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons	X		X		
Director Damminger			X		

Comments: N/A

51019 RESOLUTION AUTHORIZING A CONTRACT WITH T&M ASSOCIATES FROM FEBRUARY 8, 2018 TO FEBRUARY 7, 2019 FOR \$64,789.39.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila			X		
Freeholder Barnes			X		
Freeholder Christy		X	X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons	X		X		
Director Damminger			X		

Comments: N/A

51020 RESOLUTION AUTHORIZING NEGOTIATED CONTRACTS WITH SOUTH STATE, INC. AND JPC GROUP, INC. FROM JANUARY 15, 2018 TO JANUARY 14, 2019 IN AN AMOUNT NOT TO EXCEED \$25,000.00 EACH.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila			X		
Freeholder Barnes		X	X		
Freeholder Christy					X
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons	X		X		
Director Damminger			X		

Comments: N/A

51021 RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FROM APRIL 4, 2018 TO APRIL 3, 2019 IN AN AMOUNT NOT TO EXCEED \$2,500,000.00.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila			X		
Freeholder Barnes		X	X		
Freeholder Christy					X
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons	X		X		
Director Damminger			X		

Comments: N/A

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

51022 RESOLUTION AUTHORIZING A TWO YEAR EXTENSION TO THE CONTRACT WITH MCB GLOBAL, LLC FROM FEBRUARY 5, 2018 TO FEBRUARY 4, 2020 IN AN AMOUNT NOT TO EXCEED \$35,000.00 PER YEAR.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila			X		
Freeholder Barnes			X		
Freeholder Christy	X		X		
Freeholder DiMarco		X	X		
Freeholder Jefferson			X		
Freeholder Simmons			X		
Director Damminger			X		

Comments: N/A

51023 RESOLUTION AUTHORIZING SHELVING PURCHASE FROM DIVERSIFIED STORAGE SOLUTIONS, INC. THROUGH STATE CONTRACT FOR \$49,240.00

	Motion	Second	Yes	No	Abstain
Deputy Director Chila			X		
Freeholder Barnes			X		
Freeholder Christy	X		X		
Freeholder DiMarco		X	X		
Freeholder Jefferson			X		
Freeholder Simmons			X		
Director Damminger			X		

Comments: N/A

RESOLUTION AUTHORIZING A DIRECT CONTRACT WITH THE COUNTY OF ATLANTIC AT \$89.36 PER DAY FOR THE HOUSING OF GLOUCESTER COUNTY ADULT INMATES FROM DECEMBER 17, 2017 TO DECEMBER 16, 2019.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila					
Freeholder Barnes					
Freeholder Christy					
Freeholder DiMarco					
Freeholder Jefferson					
Freeholder Simmons					
Director Damminger					

PULLED

Comments: N/A

DEPARTMENT OF HEALTH & HUMAN SERVICES

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

51024 RESOLUTION AUTHORIZING STATE AREA PLAN GRANT CONTRACTS WITH VARIOUS ENTITIES FROM JANUARY 1, 2018 TO DECEMBER 31, 2018.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila			X		
Freeholder Barnes		X	X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson	X		X		
Freeholder Simmons			X		
Director Damminger			X		

Comments: N/A

51025 RESOLUTION ESTABLISHING A COUNTY DIVISION OF SENIOR SERVICES MEDICAL EQUIPMENT RE-USE PROGRAM.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila			X		
Freeholder Barnes		X	X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson	X		X		
Freeholder Simmons			X		
Director Damminger			X		

Comments: N/A

51026 RESOLUTION AUTHORIZING AGREEMENTS WITH VARIOUS COUNTY ENTITIES FOR EMERGENCY USE OF DESIGNATED FACILITIES AS POINTS OF DISPENSING SITES.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila			X		
Freeholder Barnes		X	X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson	X		X		
Freeholder Simmons			X		
Director Damminger			X		

Comments: N/A

51027 RESOLUTION AMENDING THE AGREEMENT WITH THE NEW JERSEY JUDICIARY, CUMBERLAND/GLOUCESTER/SALEM VICINAGE TO DECREASE THE AGREEMENT AMOUNT BY \$1,205.00, RESULTING IN TOTAL AMOUNT NOT TO EXCEED \$6,395.00.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila			X		
Freeholder Barnes		X	X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson	X		X		
Freeholder Simmons			X		
Director Damminger			X		

Comments: N/A

51028 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NJ DEPARTMENT OF COMMUNITY AFFAIRS FOR RECEIPT OF THE UNIVERSAL SERVICE FUND CWA ADMINISTRATION GRANT FOR THE PROGRAM YEAR 2018 FOR \$5,279.00.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila			X		
Freeholder Barnes		X	X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson	X		X		
Freeholder Simmons			X		
Director Damminger			X		

Comments: N/A

51029 RESOLUTION AUTHORIZING THE DIVISION OF SOCIAL SERVICES TO MAKE ALL NECESSARY STATE-MANDATED PAYMENTS FROM ITS "ASSISTANCE ACCOUNT" FOR VARIOUS PURPOSES AS REQUIRED BY THE STATE TEMPORARY ASSISTANCE TO NEEDY FAMILIES AND FEDERAL SUPPLEMENTAL SECURITY INCOME PROGRAMS.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila			X		
Freeholder Barnes		X	X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson	X		X		
Freeholder Simmons			X		
Director Damminger			X		

Comments: N/A

Old Business

New Business

Public Portion (time limit of five (5) minutes per person)

OPEN

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

Adjournment

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Damminger			X		

Comments: N/A

Time: 6:45 p.m.

Gloucester County

Board of Chosen Freeholders

Proclamation

RECOGNIZING
FLOAT HAVEN HEALTH SPA
ON ITS GRAND OPENING & RIBBON CUTTING
FEBRUARY 18, 2018

WHEREAS, it is the desire of the Board of Chosen Freeholders to recognize Float Haven Health Spa on its grand opening and ribbon cutting celebration at 110 North Woodbury-Glassboro Road, Pitman, Gloucester County; and

WHEREAS, Float Haven Health Spa is an innovative and unique wellness center that features state-of-the-art float tanks that allow its clientele to experience the physical and mental benefits of float therapy, a Himalayan salt room that offers a drug-free solution for respiratory illness and allergy symptoms, massage therapy and space for yoga and meditation classes; and

WHEREAS, Float Haven Health Spa was the dream of Bronwyn Lyman, a massage therapist specializing in injuries and chronic pain, whose clients were seeking alternative treatment methods. Lyman researched and studied various alternative treatment for pain, and eventually found floating. After trying floating herself, she experienced reduced inflammation and stress relief and knew it would be an effective treatment for her clients. Lyman also discovered the healing benefits of salt on skin and airways with a salt cave. When she couldn't find a local facility that offered these services, the dream of Float Haven Health Spa was born; and

WHEREAS, after months of due diligence, Lyman partnered with her sister, Sarah and her husband Jonathan Brand. With the help of their father, Walt Madison, they purchased the building that just happened to be their childhood physician's practice. Various holistic and natural health practitioners have joined forces with Float Haven Health Spa to offer services and teach seminars, and local yoga instructors are offering practice at the facility, creating a place where the community can find numerous alternatives to modern medicine for their pain and injuries.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2018 Gloucester County Board of Chosen Freeholders Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby recognize Float Haven Health Spa on its grand opening and ribbon cutting in Pitman, NJ.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 18th day of February, 2018.

Signatures and names of Robert M. Damming, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson, Heather Simmons, and Laurie J. Burns, Clerk of the Board.

Gloucester County

Board of Chosen Freeholders

Proclamation

RECOGNIZING
KENNEDY HEALTH & WELLNESS- MULLICA HILL
ON ITS GRAND OPENING & RIBBON CUTTING
FEBRUARY 15, 2018

WHEREAS, it is the desire of the Board of Chosen Freeholders to recognize Kennedy Health & Wellness on its grand opening and ribbon cutting celebration at their Mullica Hill location; and

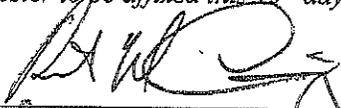
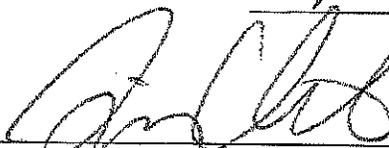
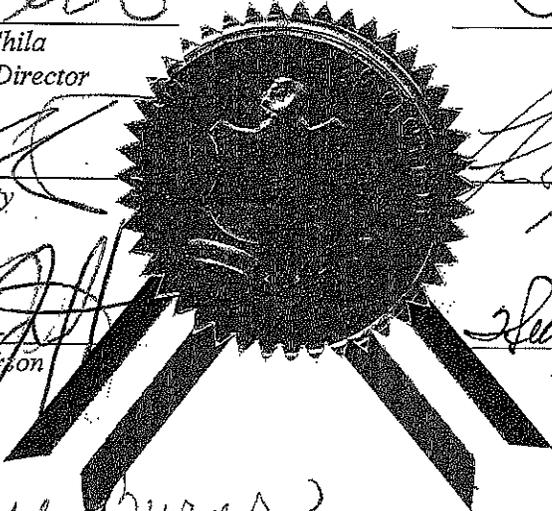
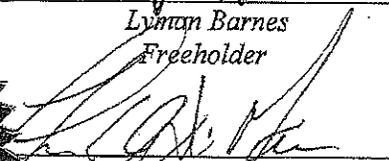
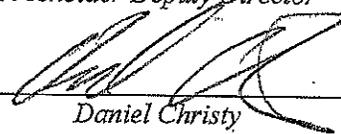
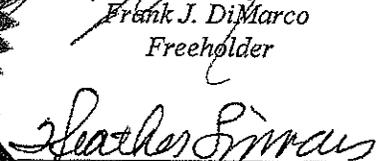
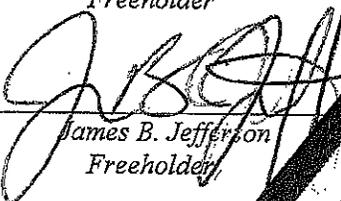
WHEREAS, in 2017 the owners of six Future Fitness locations in Southern New Jersey, Craig Ehleider, Doreen Titko, and Scott Caris, partnered with Kennedy Health-an idea that was supported by Kennedy Health Board Chair Al Smith and CEO Joe Devine, both long-time gym members. Thus an amazing fitness center concept branded as Kennedy Health and Wellness was born; and

WHEREAS, Kennedy Health & Wellness is a fitness and wellness continuum supported by a medical model with additions of a Physician Advisory Board, Kennedy Health sponsored health fairs, a Youth Activity Center, plus lectures and programs by doctors on relevant health topics. It offers a collaborative team of qualified medical and fitness professionals who will provide evidence-based exercise and wellness programs designed to improve the quality of life of all members; and

WHEREAS, Kennedy Health & Wellness is an innovative addition to the Gloucester County business community and we are very proud to welcome them to Mullica Hill and the surrounding region.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2018 Gloucester County Board of Chosen Freeholders Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby recognize Kennedy Health & Wellness on its grand opening and ribbon cutting in Mullica Hill, NJ.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 15th day of February, 2018.

		
Robert M. Damming Freeholder Director		Lyman Barnes Freeholder
		
Giuseppe (Joe) Chila Freeholder Deputy Director		Frank J. DiMarco Freeholder
		
Daniel Christy Freeholder		Heather Simmons Freeholder
		
James B. Jefferson Freeholder		

ATTEST 
Laurie J. Burns, Clerk of the Board

public hearing - 2/21/18

**RESOLUTION TO EXCEED THE COUNTY BUDGET APPROPRIATION
LIMITS AND TO ESTABLISH A CAP BANK**

WHEREAS, the Local Government Cap Law, N.J.S.A. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a County shall limit any increase in said budget to 2.5% unless authorized by resolution to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a County may, when authorized by resolution, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriation in either of the next two succeeding years; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester finds it advisable and necessary to increase its CY 2018 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester hereby determines that a 3.5% increase in the budget for said year, amounting to \$1,139,201.00 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriations in either of the next two succeeding years.

NOW THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2018 budget year, the final appropriations of the County of Gloucester shall, in accordance with this resolution and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$1,139,201.00, and that the CY 2018 County budget for the County of Gloucester be approved and adopted in accordance with this resolution; and

BE IT FURTHER RESOLVED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and

BE IT FURTHER RESOLVED, that a certified copy of this resolution as introduced be filed with the Director of the Division of Local Government Services within five (5) days of introduction, on February 7, 2018; and

BE IT FURTHER RESOLVED, that a certified copy of this resolution upon adoption, with the recorded vote included thereon, shall be filed with said Director within five (5) days after such public hearing and adoption, scheduled for February 21, 2018.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 21, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board

Introduction

A Resolution for the Introduction of the Annual Budget of the
County of Gloucester for the Fiscal Year 2018

Be it Resolved, that the following statements of revenues and appropriations shall constitute the County Budget for the year 2018:

Total of Appropriations.....\$ 217,336,752.00

Less: Anticipated Revenues.....\$ 47,336,725.00

Amount to be Raised by Taxation.....\$ 170,000,000.00

Be it Further Resolved, that said Budget be published in the South Jersey Times in the issue of March 7, 2018.

TAKE ROLL CALL VOTE

After vote announce:

A Hearing on the Budget and Tax Resolution will be held at the County Courthouse on March 21, 2018 at 6:30PM at which time and place objections to said Budget and Tax Resolution for the year 2018 may be presented by taxpayers or other interested persons.

Introduction

COUNTY OF GLOUCESTER, NEW JERSEY

ORDINANCE NO. _____

BOND ORDINANCE AUTHORIZING THE COMPLETION OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS PIECES OF EQUIPMENT IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$31,494,247 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$20,627,816; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING

BE IT ORDAINED by the Board of Chosen Freeholders of the County of Gloucester, New Jersey (not less than two-thirds of all the members thereof affirmatively concurring), pursuant to the provisions of the Local Bond Law, Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented ("Local Bond Law"), as follows:

Section 1. The purposes described in Section 7 hereof are hereby authorized as general improvements to be made or acquired by the County of Gloucester, New Jersey ("County").

Section 2. It is hereby found, determined and declared as follows:

- (a) the estimated amount to be raised by the County from all sources for the purposes stated in Section 7 hereof is \$31,494,247;
- (b) the estimated amount of bonds or bond anticipation notes to be issued for the purposes stated in Section 7 hereof is \$20,627,816; and
- (c) a down payment in the amount of \$443,569 for the purposes stated in Section 7 hereof is currently available in accordance with the requirements of Section 11 of the Local Bond Law, N.J.S.A. 40A:2-11.

Section 3. The sum of \$20,627,816, to be raised by the issuance of bonds or bond anticipation notes, together with the sum of \$443,569, which amount represents the required down payment, together with state and federal grants in the amount of \$10,422,862, are hereby appropriated for the purposes stated in this bond ordinance ("Bond Ordinance").

Section 4. The issuance of negotiable bonds of the County in an amount not to exceed \$20,627,816 to finance the costs of the purposes described in Section 7 hereof is hereby authorized. Said bonds shall be sold in accordance with the requirements of the Local Bond Law.

Section 5. In order to temporarily finance the purposes described in Section 7 hereof, the issuance of bond anticipation notes of the County in an amount not to exceed \$20,627,816 is hereby authorized. Pursuant to the Local Bond Law, the County Treasurer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver the same to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their date to delivery thereof. The County Treasurer is hereby directed to report in writing to the Board of Chosen Freeholders at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this Bond Ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 6. The amount of the proceeds of the obligations authorized by this Bond Ordinance which may be used for the payment of interest on such obligations, accounting, engineering, legal fees and other items as provided in Section 20 of the Local Bond Law, N.J.S.A. 40A:2-20, shall not exceed the sum of \$6,250,000.

Section 7. The improvements hereby authorized and the purposes for which said obligations are to be issued; the estimated costs of each said purpose; the amount of down payment for each said purpose; the amount of grants for each said purpose; the maximum amount of obligations to be issued for each said purpose and the period of usefulness of each said purpose within the limitations of the Local Bond Law are as follows:

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Grants</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A.	Reconstruction and/or Renovation to Various Buildings at Rowan College of Gloucester County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Superintendent of Buildings and Grounds (Chapter 12 Project)	\$3,200,000	\$0	\$0	\$3,200,000	20 years
B.	Construction of New Buildings at Rowan College of Gloucester County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Superintendent of Buildings and Grounds	9,000,000	0	0	9,000,000	30 years
C.	Reconstruction and/or Renovation to various County Parks, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Parks and Recreation	242,500	12,125	0	230,375	15 years
D.	Reconstruction and/or Renovation to various County Buildings, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Buildings and Grounds	3,124,631	156,231	0	2,968,400	15 years
E.	Construction, Reconstruction and/or Repair to various County Roadways, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	10,757,862	116,750	8,422,862	2,218,250	10 years
F.	Construction, Reconstruction and/or Repair of various Intersections in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	800,000	5,000	700,000	95,000	10 years
G.	Construction, Reconstruction and/or Repair of various Bridges and Dams in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	1,300,000	0	1,300,000	0	20 years
H.	Acquisition of Computer and Phone Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefore or related thereto, all as more particularly described in the records on file in the office of the Director of Information Technology	1,369,754	68,488	0	1,301,266	5 years

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Grants</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
I.	Acquisition of Communications Systems and Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	372,000	18,600	0	353,400	7 years
J.	Acquisition of Emergency Medical Services Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	699,000	34,950	0	664,050	10 years
K.	Acquisition of Heavy Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefore or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	628,500	31,425	0	597,075	15 years
	TOTAL	\$31,494,247	\$443,569	\$10,422,862	\$20,627,816	

Section 8. The average period of useful life of the several purposes for the financing of which this Bond Ordinance authorizes the issuance of bonds or bond anticipation notes authorized for said several purposes, is not less than 20.83 years (20.00 years for Section 7A, and 20.98 years for Sections 7B through 7K).

Section 9. Grants or other monies received from any governmental entity, in addition to those described in Section 7 above, will be applied to the payment of, or repayment of, obligations issued to finance, the costs of the purposes described in Section 7 above.

Section 10. The supplemental debt statement provided for in Section 10 of the Local Bond Law, N.J.S.A. 40A:2-10, was duly filed in the office of the Clerk of the Board of Chosen Freeholders prior to the passage of this Bond Ordinance on first reading and a complete executed duplicate original thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. The supplemental debt statement shows that the gross debt of the County, as defined in Section 43 of the Local Bond Law, N.J.S.A. 40A:2-43, is increased by this Bond Ordinance by \$20,627,816 and that the obligations authorized by this Bond Ordinance will be within all debt limitations prescribed by said Local Bond Law.

Section 11. The full faith and credit of the County are irrevocably pledged to the punctual payment of the principal of and interest on the bonds or bond anticipation notes authorized by this Bond Ordinance, and to the extent payment is not otherwise provided, the County shall levy ad valorem taxes on all taxable real property without limitation as to rate or amount for the payment thereof.

Section 12. The Capital Budget is hereby amended to conform with the provisions of this Bond Ordinance to the extent of any inconsistency therewith, and the resolution promulgated by the Local Finance Board showing full detail of the amended Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services, is on file with the Clerk of the Board of Chosen Freeholders and available for inspection.

Section 13. The County hereby declares its intent to reimburse itself from the proceeds of the bonds or bond anticipation notes authorized by this Bond Ordinance pursuant to Income Tax Regulation Section 1.150-2(e), promulgated under the Internal Revenue Code of 1986, as amended ("Code"), for "original expenditures", as defined in Income Tax Regulation Section 1.150-2(c)(2), made by the County prior to the issuance of such bonds or bond anticipation notes.

Section 14. The County hereby covenants as follows:

- (a) it shall take all actions necessary to ensure that the interest paid on the bonds or bond anticipation notes authorized by this Bond Ordinance is exempt from the gross income of the owners thereof for federal income taxation purposes, and will not become a specific item of tax preference pursuant to Section 57(a)(5) of the Code;

- (b) it will not make any use of the proceeds of the bonds or bond anticipation notes or do or suffer any other action that would cause the bonds or bond anticipation notes to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code and the Regulations promulgated thereunder;
- (c) it shall calculate or cause to be calculated and pay, when due, the rebatable arbitrage with respect to the "gross proceeds" (as such term is used in Section 148(f) of the Code) of the bonds or bond anticipation notes;
- (d) it shall timely file with the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and
- (e) it shall take no action that would cause the bonds or bond anticipation notes to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 15. The improvements authorized hereby are not current expenses and are improvements that the County may lawfully make. No part of the cost of the improvements authorized hereby has been or shall be specially assessed on any property specially benefited thereby.

Section 16. All ordinances, or parts of ordinances, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 17. In accordance with the Local Bond Law, this Bond Ordinance shall take effect twenty (20) days after the first publication thereof after final passage.

Date of Introduction: February 21, 2018

Date of Final Adoption: March 21, 2018

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 21, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

Notice of Pending Bond Ordinance and Summary.

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, on February 21, 2018. It will be further considered for final passage, after public hearing thereon, at a meeting of the Board of Chosen Freeholders of the County of Gloucester to be held at the Old Court House, 1 N. Broad Street, Woodbury, New Jersey, on March 21, 2018 at 6:30 p.m. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours, at the County Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: **BOND ORDINANCE AUTHORIZING THE COMPLETION OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS PIECES OF EQUIPMENT IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$31,494,247 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$20,627,816; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Grants</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A.	Reconstruction and/or Renovation to Various Buildings at Rowan College of Gloucester County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Superintendent of Buildings and Grounds (Chapter 12 Project)	\$3,200,000	\$0	\$0	\$3,200,000	20 years
B.	Construction of New Buildings at Rowan College of Gloucester County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Superintendent of Buildings and Grounds	9,000,000	0	0	9,000,000	30 years
C.	Reconstruction and/or Renovation to various County Parks, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Parks and Recreation	242,500	12,125	0	230,375	15 years

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Grants</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
D.	Reconstruction and/or Renovation to various County Buildings, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Buildings and Grounds	3,124,631	156,231	0	2,968,400	15 years
E.	Construction, Reconstruction and/or Repair to various County Roadways, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	10,757,862	116,750	8,422,862	2,218,250	10 years
F.	Construction, Reconstruction and/or Repair of various Intersections in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	800,000	5,000	700,000	95,000	10 years
G.	Construction, Reconstruction and/or Repair of various Bridges and Dams in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	1,300,000	0	1,300,000	0	20 years
H.	Acquisition of Computer and Phone Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Information Technology	1,369,754	68,488	0	1,301,266	5 years
I.	Acquisition of Communications Systems and Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	372,000	18,600	0	353,400	7 years
J.	Acquisition of Emergency Medical Services Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	699,000	34,950	0	664,050	10 years

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Grants</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
K.	Acquisition of Heavy Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefore or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	628,500	31,425	0	597,075	15 years
	TOTAL	\$31,494,247	\$443,569	\$10,422,862	\$20,627,816	

Appropriation: \$31,494,247
 Bonds/Notes Authorized: \$20,627,816
 Grants (if any) Appropriated: \$10,422,862
 Section 20 Costs: \$6,250,000
 Useful Life: 20.83 years

LAURIE J. BURNS,
 Clerk of the Board of Chosen Freeholders

This Notice is published pursuant to N.J.S.A. 40A:2-17.

Bond Ordinance Statements and Summary

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey on March 21, 2018 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the County Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: **BOND ORDINANCE AUTHORIZING THE COMPLETION OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS PIECES OF EQUIPMENT IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$31,494,247 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$20,627,816; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Grants</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A.	Reconstruction and/or Renovation to Various Buildings at Rowan College of Gloucester County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Superintendent of Buildings and Grounds (Chapter 12 Project)	\$3,200,000	\$0	\$0	\$3,200,000	20 years
B.	Construction of New Buildings at Rowan College of Gloucester County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Superintendent of Buildings and Grounds	9,000,000	0	0	9,000,000	30 years
C.	Reconstruction and/or Renovation to various County Parks, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Parks and Recreation	242,500	12,125	0	230,375	15 years

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Grants</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
D.	Reconstruction and/or Renovation to various County Buildings, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Buildings and Grounds	3,124,631	156,231	0	2,968,400	15 years
E.	Construction, Reconstruction and/or Repair to various County Roadways, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	10,757,862	116,750	8,422,862	2,218,250	10 years
F.	Construction, Reconstruction and/or Repair of various Intersections in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	800,000	5,000	700,000	95,000	10 years
G.	Construction, Reconstruction and/or Repair of various Bridges and Dams in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	1,300,000	0	1,300,000	0	20 years
H.	Acquisition of Computer and Phone Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Information Technology	1,369,754	68,488	0	1,301,266	5 years
I.	Acquisition of Communications Systems and Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	372,000	18,600	0	353,400	7 years
J.	Acquisition of Emergency Medical Services Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	699,000	34,950	0	664,050	10 years

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Grants</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
K.	Acquisition of Heavy Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefore or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	628,500	31,425	0	597,075	15 years
	TOTAL	\$31,494,247	\$443,569	\$10,422,862	\$20,627,816	

Appropriation: \$31,494,247
 Bonds/Notes Authorized: \$20,627,816
 Grants (if any) Appropriated: \$10,422,862
 Section 20 Costs: \$6,250,000
 Useful Life: 20.83 years

LAURIE J. BURNS,
Clerk of the Board of Chosen Freeholders

This Notice is published pursuant to N.J.S.A. 40A:2-17.

A-1

**RESOLUTION AUTHORIZING APPROVAL OF THE
BILL LISTS FOR THE MONTH OF FEBRUARY, 2018**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester has received and reviewed the Bill List for the County as prepared, reviewed and approved by the County Treasurer for the monthly period ending February 16, 2018; and

WHEREAS, the County Treasurer has received and reviewed the Bill List for the Division of Social Services, including daily payments made by the Division and Administrative payments to be issued, which List has been reviewed and approved by the Division of Social Services Finance Officer, the Division of Social Services Director and the County Treasurer, for the monthly period ending February 16, 2018.

NOW, THEREFORE, BE IT RESOLVED that the County's Bill List for the period ending, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Gloucester County Board of Chosen Freeholders, and said Treasurer is authorized to render payment to each vendor appearing on said list; and

BE IT FURTHER RESOLVED that the Division of Social Services' Bill List for the period ending February 16, 2018 as prepared, reviewed and approved by the Social Services Finance Officer, the Social Services Director and the County Treasurer, which List includes ratification of prior emergency payments made, is hereby approved and said Treasurer is authorized to render payment to each vendor appearing on said list.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 21, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board

A2

**RESOLUTION AUTHORIZING CONTRACT WITH PINO CONSULTING GROUP,
INC. FROM FEBRUARY 4, 2018 TO FEBRUARY 3, 2019 FOR \$26,000.00**

WHEREAS, the County of Gloucester recognizes the need to develop a County-wide Central Service Indirect Cost Plan; and

WHEREAS, the County requested proposals, via RFP #018-009, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

WHEREAS, the evaluation, based on the established criteria, concluded that Pino Consulting Group, Inc., of 8 Snowbird Court, West Windsor, New Jersey 08550 was qualified to perform such services; and

WHEREAS, the compensation for the aforesaid services shall be for \$26,000.00 from February 4, 2018 to February 3, 2019; and

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds in the amount of \$26,000.00 pursuant to CAF #18-01147, which amount shall be charged against budget line item 7-01-20-130-001-20215; and

WHEREAS, this contract may be awarded pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in accordance with N.J.S.A. 40A:11-5(a)(i), in that the subject matter of the contract is for the provision of professional services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that a contract is hereby authorized with Pino Consulting Group, Inc. for the development and preparation of a County-Wide Central Services Indirect Cost Plan from February 4, 2018 to February 3, 2019 for \$26,000.00; and, that the Director is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to the execution of the contract; and

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and a copy of this Resolution and the contract are on file and available for public inspection in the Office of the Clerk of the Board of Gloucester County. The aforementioned notice shall be published once in the South Jersey Times pursuant to the requirements of the Local Public Contracts Law.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, February 21, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board

**CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
PINO CONSULTING GROUP, INC.**



THIS CONTRACT is made effective the 4th day of February, 2018, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as “**County**”, and **PINO CONSULTING GROUP, INC.**, whose address is 8 Snowbird Court, West Windsor, New Jersey 08550, hereinafter referred to as “**Contractor**”.

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for the development and preparation of a County-wide Central Service Cost Allocation Plan as set forth in RFP #018-009; and

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester County’s fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Contractor represents that he is qualified to perform such services and desires to perform such services pursuant to the terms and provisions of this agreement.

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

TERMS OF AGREEMENT

1. **TERM**. This Contract shall be effective from February 4, 2018 to February 3, 2019.
2. **COMPENSATION**. Contract shall be for a total contract amount of \$26,000.00 as set forth in Contractor’s response to RFP #018-009 dated January 12, 2018.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the County's RFP #018-009, and Contractor's responsive proposal dated January 12, 2018, which are incorporated by reference in their entirety and made part of this Contract.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** 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 vendor 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 vendor, 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 vendor'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.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Request for Proposal #018-009, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to

the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

13. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
14. **NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.
19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.
20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.
21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

23. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP #018-009 issued by the County and Contractor's responsive proposal dated January 12, 2018. Should there occur a conflict between this form of contract and the County's RFP #018-009, then this Contract shall prevail. If there should occur a conflict between this Contract or RFP #018-009 issued by the County and the Contractor's responsive proposal dated January 12, 2018, then this Contract or the RFP, as the case may be, shall prevail

THIS CONTRACT is made effective the 4th day of February, 2018.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

**LAURIE J. BURNS,
CLERK OF THE BOARD**

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

PINO CONSULTING GROUP, INC.

ALFRED PINO, CGFM, PRESIDENT

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
 (856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
 CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

18-01147

NO.

ORDER DATE: 02/08/18
 REQUISITION NO: R8-01264
 DELIVERY DATE:
 STATE CONTRACT: RFP-18-009
 ACCOUNT NUM:

Pg 1

**S
H
I
P
T
O**

GLOUC. CO TREASURER'S OFFICE
 2 S. BROAD ST., 3RD FLOOR
 WOODBURY, NJ 08096
 856-853-3353

VENDOR #: PINOC010

**V
E
N
D
O
R**

PINO CONSULTING GROUP, INC.
 110 COMMONS WAY
 BUILDING A
 TOMS RIVER, NJ 08755

SALES TAX ID # 21-6006660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PREPARATION OF GLOUCESTER COUNTY CENTRAL SERVICES COST ALLOCATION PLANS PER COUNTY RFP# 18-009	7-01-20-130-001-20215 Consultants, Surveys and Appraisals	26,000.0000	26,000.00
			TOTAL	26,000.00

CLAIMANT'S CERTIFICATION & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p>X</p> <p>VENDOR SIGN HERE _____ DATE _____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</p>	<p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p> <p>DEPARTMENT HEAD _____ DATE _____</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</p> <p><i>Michael J. Guba</i> _____ TREASURER / CFO</p> <p><i>[Signature]</i> _____ PURCHASING DIRECTOR</p>

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

Pino Consulting Group, Inc.

ORIGINAL

110 Commons Way, Building A, Toms River, NJ 08755

Tel. 609.448.7135

January 12, 2018

VIA FEDERAL EXPRESS

Mr. Peter Mercanti, Director
Purchasing Department
County of Gloucester
Two South Broad Street
Woodbury, NJ 08096

**RE: Gloucester County Request for Proposals (RFP #018-009) – County Wide
Central Service Indirect Cost Plan and Cost Sharing Services**

Dear Mr. Mercanti:

Pino Consulting Group, Inc. ("PCG") is pleased to submit this proposal to Gloucester County, NJ, in response to request for proposal #017-009, to provide a county wide central service indirect cost plan and cost sharing (revenue maximization consulting) services.

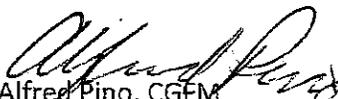
As requested, enclosed please find one (1) original and five (5) signed copies of our proposal.

PCG is a leading firm in financial management, costing and revenue enhancement consulting services and solutions. PCG has prepared more than 500 cost analysis projects for city, county and state government agencies. For over twenty years we have assisted our clients generate additional revenues and cost savings in excess of \$220 million.

In our proposal, we present the many advantages we bring to this project including our leadership, knowledge, experience and solid technical approach. Our firm is most capable and experienced in meeting the needs and goals of Gloucester County. Accordingly, we will provide the highest quality consulting services to Gloucester County within all required timeframes.

Should you have any questions regarding this proposal, please contact me directly at (609) 448-7135 or at alpino@pinoconsulting.com. On behalf of PCG, I thank you for the opportunity to submit this proposal.

Very truly yours,


Alfred Pino, CGFM
President

Enclosures

**Cost Recovery • Revenue Maximization • Financial Management
Cost Allocation Plans • User Fee Studies
Health Care Facility Cost Reporting & Reimbursement**

Section 12 Cost Proposal

We propose the following fee arrangement to provide: (1) a County-wide Central Service Indirect Cost Plan; and (2) Revenue Maximization Consulting Services.

County-wide Central Service Indirect Cost Plan

PCG proposes a flat fixed price fee in the amount of **\$26,000.00**, to prepare the Central Service Indirect Cost Allocation Plan based on 2016 actual costs.

We propose an additional **\$6,000.00** for the optional 2018 Budget Based Central Service Indirect Cost Allocation Plan.

Please note: that our proposed fees do not include assistance to the County to defend agency questioned costs that may emanate as a result of errors or discrepancies found upon review of the County's books and records that we relied upon to prepare the Plan, nor does it include questioned costs that may emanate from an agency's interpretation of 2 CFR Part 200 guidelines, which differs from the interpretation and position that the County wants to maintain and defend. We will assist the County in the defense of these issues at an additional charge for our services, at an hourly rate of \$265.00.

Payment of our fees is due after the County has accepted the completed central service cost allocation plan and rate calculations.

Revenue Maximization Consulting Services

We offer the County a performance based fee arrangement, which is contingent on the County realizing additional reimbursement and/or cost reductions as a result of our efforts. This fee arrangement is at no additional cost to the County. The County will only be required to pay a fee based on our performance, if PCG is successful and generates additional revenues/reimbursement and/or cost reductions to the County. Should PCG be successful, the performance based fees shall be paid from the additional revenues and cost reductions realized by the County of Gloucester.

Performance based fees shall be computed by multiplying the applicable fee percentage factor to all new revenues/reimbursements and cost reductions realized by the County for the project. If the recovery is a result of retroactive claims, our fees shall be based on the total retroactive recoveries as far back as the recovery can be demonstrated, regardless of how long it takes for the County to realize the total amount of the recoveries. Further, if we identify retroactive claims that are due the County and the responsible payer refuses to honor the retroactive claims, but changes its policies or practices on a current basis going forward, our performance

BASIS OF AWARD

(To be completed by County evaluation committee)
 (100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the
 County, based on price and other factors considered.

**RFP-18-009 - County Wide Indirect Cost Plan & Cost Sharing – Pino Consulting
 Group**

EVALUATION FACTORS		SCORE
Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.		
A.	<p>Proposal contains all required checklist information _____ 5 _____ points All required documentation submitted.</p>	5
B.	<p><u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> Mr. Alfred Pino will be the project manager with years of experience in this field. Qualified to conduct all facets related to the RFP. _____ 25 _____ points</p>	24
C.	<p><u>Relevance and Extent of Similar Engagements performed</u> The firm currently provides these services in 14 other Counties throughout New Jersey as well as other Hospitals and Nursing Home and Colleges. _____ 25 _____ points</p>	24
D.	<p><u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Plan is realistic and thorough to complete all work listed in the RFP. _____ 25 _____ points</p>	23
E.	<p>Reasonableness of Cost Proposal Fees are \$26,000.00 for a Cost Allocation Plan of 2015 actual costs. An additional \$6,000.00 for 2018 Budget Based Plan. 20 % of the first \$100,000 of Revenue, 10% of the second \$100,000 and 5% of any Revenues in excess of \$200,000. _____ 20 _____ points</p>	15
OTALS		91

**RESOLUTION AUTHORIZING THE FILING OF A SPENDING PLAN FOR A
2017 RECYCLING ENHANCEMENT ACT TAX FUND ENTITLEMENT
PURSUANT TO P.L. 2007 C.311 ET SEQ.**

WHEREAS, P.L. 2007 c.311 et seq. (hereinafter "the Act") provides for the awarding of Recycling Enhancement Act Tax Entitlements by the New Jersey Department of Environmental Protection to designated Solid Waste Management Districts to assist them in the preparation, revision and implementation of comprehensive Solid Waste Management and Recycling plans; and

WHEREAS, the Gloucester County Improvement Authority desires such financial assistance to fulfill its responsibilities under the Solid Waste Management Act and Recycling Enhancement Act.

NOW THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester as follows:

1. That a Spending Plan shall be submitted to the Solid and Hazardous Waste Management Program for a 2017 Recycling Enhancement Act Tax Entitlement in the amount of **\$257,976.00**, and
2. That the County Recycling/HSW Coordinator of the Gloucester County Improvement Authority is hereby authorized and directed to execute and file such spending plan with the New Jersey Department of Environmental Protection; to provide additional information and furnish such documents as may be required for the purposes of this Resolution; to execute such documents as are required; and to act as the authorized correspondent of the Gloucester County Solid Waste Management District; and
3. That the Gloucester County Improvement Authority has been or will be designated by the Gloucester County Board of Chosen Freeholders as the implementing agency to perform the Recycling Enhancement Act Tax Entitlement; and
4. That Gloucester County, which is designated as a Solid Waste Management District, agrees to the filing of a spending plan consistent with all applicable laws, rules and regulations; and
5. That the Gloucester County Solid Waste Management District hereby accepts the terms and conditions set for the Act and the guidelines promulgated under it.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 21, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns,
CLERK OF THE BOARD

RESOLUTION SUPPORTING NEW JERSEY ASSEMBLY BILL A-135 (SENATE BILL 3490), ESTABLISHING FIRE SAFETY STANDARDS AND BUILDING CODES FOR CERTAIN LIGHT FRAME RESIDENTIAL CONSTRUCTION

WHEREAS, over 800 fires occur each year throughout the country in buildings constructed using lightweight wood, which allows fires to flourish and quickly spread, as occurred in a devastating five-alarm fire in Edgewater, NJ which destroyed over half of the 408-unit Avalon at Edgewater apartment complex in January 2015, and resulted in 500 residents being left homeless; and

WHEREAS, in Lakewood, NJ, firefighters battled a raging blaze in September 2017, again featuring lightweight wood construction, that engulfed the Covington Village condo complex, a community for people over 55 years old, where flames raced through three floors, damaging over 30 units and injuring people including two police officers; and

WHEREAS, such fires are not only destructive, but are life-threatening to residents and also place firefighters and first responders at great risk; and

WHEREAS, for fire safety reasons, the current New Jersey Construction Code should include more effective safety standards for light frame construction of new residential, multiple dwellings, in an effort to limit the rapid spread of fires in such buildings; and

WHEREAS, passage of Assembly Bill A-135 (Senate Bill 3490) would amend New Jersey's Construction Code to establish code requirements regarding fire safety standards, such as the installation of an automatic sprinkler system in accordance with NFPA 13; measuring the number of stories from the grade plane; using non-combustible materials for construction; and, installing a fire barrier with a fire resistance rating of at least two hours, that extends from the foundation to the roof, to ensure an added level of protection for both residents and firefighters and first responders.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Gloucester hereby expresses its support for A-135 (S-3490) and urges its timely passage; and,

BE IT FURTHER RESOLVED, that the Clerk of the Board shall forward a certified copy of this Resolution to Assemblyman Wayne P. DeAngelo, Senator Brian P. Stack, the Senate President, the Assembly Speaker, the Lieutenant Governor, the Governor, and the NJ State League of Municipalities.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on February 21, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

B-1

RESOLUTION AUTHORIZING A CONTRACT WITH COOPER UNIVERSITY HOSPITAL, FROM MARCH 1, 2018 TO FEBRUARY 28, 2019, IN AN AMOUNT NOT TO EXCEED \$49,000.00

WHEREAS, there exists a need for the County to contract for the services of a EMS Medical Director Services relative to the Gloucester County Regional EMS program; and

WHEREAS, the County requested proposals, via RFP#018-016, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process, and

WHEREAS, the evaluation, based on the established criteria, concluded that Cooper University Hospital located at One Cooper Plaza, Keleman 152, Camden, New Jersey 08103, made the most advantageous proposal; and

WHEREAS, the contract shall be for estimated units of services, in an amount not to exceed \$49,000.00; therefore, this contract is open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond December 31, 2018 is conditioned upon the approval of the 2019 Gloucester County Budget; and

WHEREAS, this contract has been awarded pursuant to Gloucester County's fair and open procurement process, consistent with the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, this contract may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contract is the provision of professional services for which competitive bids could not be received.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract between the County and Cooper University Hospital for the provision of EMS Medical Director Services for the Gloucester County Regional EMS program, in an amount not to exceed \$49,000.00, from March 1, 2018 to February 28, 2019; and

BE IT FURTHER RESOLVED, that prior to any purchase being made pursuant to the within award, a Certificate of Availability must be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purchase, identifying the line item from the County Budget out of which said funds will be paid; and

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and a copy of this Resolution and the contract are on file and available for public inspection in the Office of the Clerk of the Board of Gloucester County. The aforementioned notice shall be published once in the South Jersey Times pursuant to the requirements of the Local Public Contracts Law.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, February 21, 2018 at Woodbury, New Jersey



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

**CONTRACT BETWEEN
COOPER UNIVERSITY HOSPITAL,
AND
COUNTY OF GLOUCESTER**

B1

THIS CONTRACT is made effective the 21ST day of February, 2018, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **COOPER UNIVERSITY HOSPITAL**, with offices at 1 Cooper Plaza, Keleman 152, Camden, NJ 08103, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County of Gloucester for professional services as EMS Medical Director Services for the Gloucester County Regional EMS Program; and

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Vendor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract.

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

TERMS OF AGREEMENT

1. **TERM.** The term of the contract shall be for the period of one (1) year, from March 1, 2018 to February 28, 2019.
2. **COMPENSATION.** Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor's proposal dated February 7, 2018 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 018-016. The proposal is incorporated into, and made part of this Contract, by reference. Vendor shall be paid in an amount not to exceed \$49,000.00.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all products shipped. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the

necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. DUTIES OF CONTRACTOR. The specific duties of the Vendor shall as set forth be in the County's RFP#018-016, and Vendor's responsive proposal, dated February 7, 2018, which are incorporated by reference in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP#018-016.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the Vendor agrees as follows:

The vendor 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 vendor 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 vendor 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 vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, 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 vendor 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 vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The vendor 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 vendor 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.

5. **LICENSING AND PERMITTING.** If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

F. Termination shall not operate to affect the validity of the indemnification

provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.
12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.
18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.
19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP#018-016 issued by the County of Gloucester and Vendor's responsive proposal dated February 7, 2018. Should there occur a conflict between this form of Contract and RFP#018-016, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP#018-016, and the

Vendor's proposal dated February 7, 2018, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective this 21st day of February, 2018.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

**LAURIE J. BURNS,
CLERK OF THE BOARD**

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

COOPER UNIVERSITY HOSPITAL

**By:
Title:**

BASIS OF AWARD

(To be completed by County evaluation committee)
(100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

RFP-018-016 - GCEMS Medical Director – Cooper University Hospital.

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
A. <u>Proposal contains all required checklist information</u> All required documentation submitted <u>5</u> points	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> Over 10 board certified physicians to perform functions listed in the RFP. <u>25</u> points	24
C. <u>Relevance and Extent of Similar Engagements performed</u> Our current provider with experience in providing medical direction to all of our squads. <u>25</u> points	23
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Plan very detailed. Several functions currently accomplished within EMS. <u>25</u> points	24
E. <u>Reasonableness of Cost Proposal</u> Standard Medical Direction for Physician coverage Board certified Physicians. 10 hours of Physicians, 6 hours of field work, 2 hours for Admin clinic and 2-3 hours for chart care. Fee for above Services would be \$49,000.00 <u>20</u> points	14
TOTALS	90

B-2

**RESOLUTION AUTHORIZING AWARD OF CONTRACT TO SIMULAIDS, INC.,
FOR \$30,995.00**

WHEREAS, the County, after due notice and advertisement, received sealed bids for the purchase of a patient simulator for use by the Gloucester County Emergency Medical Services; and

WHEREAS, after following proper public bidding procedure, it was determined that Simulaids, Inc., with offices at 16 Simulaids Drive, Saugerties, New York 12477 was the lowest responsive and responsible bidder to perform said services, for a total contract amount of \$30,995.00, as more specifically described in the bid specifications PD-018-007; and

WHEREAS, bids were publicly received and opened on January 26, 2018; and

WHEREAS, the Treasurer of the County of Gloucester has certified the availability of funds pursuant in the amount of \$30,995.00, pursuant to C.A.F. # 18-00829 which \$30,995.00 shall be charged against budget line item C-04-17-020-250-20208.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract with Simulaids, Inc., for the purchase of a patient simulator, for a total contract amount of \$30,995.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 21, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

B-2

**CONTRACT BETWEEN
SIMULAIDS, INC.
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 21st day of **February, 2018**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **SIMULAIDS, INC.**, of 16 Simulaids Drive, Saugerties, New York 12477, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, the County, after due notice and advertisement, received sealed bids for the purchase of a patient simulator; and

WHEREAS, Vendor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract.

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

TERMS OF AGREEMENT

1. **TERM.** Contract shall be effective upon the execution of contract and Vendor shall complete delivery and all services as indicated in bid PD-018-007 or within a reasonable period of time.

2. **COMPENSATION.** Vendor shall be compensated in a total contract amount of \$30,995.00, as per PD-018-007.

Vendor shall be paid in accordance with this contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall as set forth in specifications identified as PD-018-007, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of the bid documents.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Vendor agrees as follows:

The Vendor 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 Vendor 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 Vendor 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 Vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, 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 Vendor 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 Vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

5. LICENSING AND PERMITTING. If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this contract.

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Vendor is required to be licensed in order to perform the services which are the subject of this contract, then this contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this contract, shall be forthwith delivered to the County.

D. The County may terminate this contract for public convenience at any time by a notice in writing from the County to the Vendor. If the contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Vendor.

F. Termination shall not operate to affect the validity of the indemnification provisions of this contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to reasonable costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to

any property sustained in connection with this contract which results from defects in products purchased pursuant to this agreement or the negligence of any acts or omissions, of any of its officers, directors, employees, agents, servants or independent contractors in the performance of this agreement, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE**. Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **PREVENTION OF PERFORMANCE BY COUNTY**. In the event that the County is prevented from performing this contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.

11. **METHODS OF WORK**. Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

12. **NON-WAIVER**. The failure by the County to enforce any particular provision of this contract, or to act upon a breach of this contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

13. **PARTIAL INVALIDITY**. In the event that any provision of this contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this contract.

14. **CHANGES**. This contract may be modified by approved change orders, consistent with

applicable laws, rules and regulations. The County, without invalidating this contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this contract shall be determined by mutual agreement before executing the change involved.

15. **NOTICES.** Notices required by this contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

16. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

17. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

18. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree the performance of services pursuant to this contract. The Company further covenants that in the performance of this contract, no person having any such interest shall be employed.

19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this contract, during the term of this contract, except to authorized County personnel or upon prior approval of the County.

20. **BINDING EFFECT.** This contract shall be binding on the undersigned and their successors and assigns.

21. **CONTRACT PARTS.** This contract consists of this contract documents, and the specifications identified as PD-018-007, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract and the specifications, then this contract shall prevail. If there should occur a conflict between either this form of contract or the specifications and the bid package, then this contract and the specifications shall prevail.

THIS CONTRACT is made effective this 21st day of February, 2018.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

**LAURIE J. BURNS,
CLERK OF THE BOARD**

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

SIMULAIDS, INC.

**By:
Title:**

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

18-00829

NO.

ORDER DATE: 01/30/18
REQUISITION NO: R8-00916
DELIVERY DATE:
STATE CONTRACT: PD-18-007
ACCOUNT NUM:

Pg 1

**S
H
I
P
T
O**

GLOUC. CO COMMUNICATION CENTER
1200 N. DELSEA DR., BUILDING B
CLAYTON, NJ 08312
856-307-7100

VENDOR #: SIMUL010

**V
E
N
D
O
R**

SIMULAIDS, INC.
16 SIMULAIDS DRIVE
PO BOX 1289
SAUGERTIES, NY 12477

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PURCHASE OF PATIENT SIMULATOR FOR USE BY GCEMS AS PART OF PD 018-007.	C-04-17-020-250-20208 EMS Equipment	30,995.0000	30,995.00
			TOTAL	30,995.00

CLAIMANT'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

RECEIVER'S CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPARTMENT HEAD DATE

APPROVAL TO PURCHASE

**DO NOT ACCEPT THIS ORDER
UNLESS IT IS SIGNED BELOW**

Michael H. Bule
TREASURER / CFO

[Signature]
PURCHASING DIRECTOR

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

VOUCHER COPY SIGN AT X AND RETURN FOR PAYMENT

PD 018-007 Bid Opening 01/26/2018 10:00am SPECIFICATIONS AND PROPOSAL FORM FOR THE SUPPLY AND DELIVERY OF A PATIENT SIMULATOR FOR USE BY THE GLOUCESTER COUNTY EMERGENCY MEDICAL SERVICES STAFF AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CK-01-GC & 16GLCP							
ITEM	DESCRIPTION	VENDOR:	VENDOR:	VENDOR:	VENDOR:	VENDOR:	VENDOR:
1.	LUMP SUM	Simulads, Inc. 16 Simulads Drive, P.O. Box 1289 Saugerties, NY 12477 845-679-2475 800-227-1143 - Fax	Laerdal Medical Corporation 167 Myers Corners Road Wappingers Falls, NY 12590 845-297-7770 800-227-1143 - Fax	Moore Medical, LLC 1690 New Britain Avenue Farmington, CT 06032 800-234-1464 877-354-5916	V.E. Ralph & Son, Inc. 320 Schuyler Avenue Kearny, NJ 07032 201-997-2400 201-997-6556 - Fax	Pocket Nurse Enterprises, Inc. 610 Frankfort Road Monaca, PA 15061-2218 800-225-1600 800-763-0237 - Fax	Common Cents EMS Supply, LLC 304 Boston Post Road Old Saybrook, CT 06475 860-388-4599 860-388-4699 - Fax
	Delivery	Alex Pro (PCS) 30 DAYS ARO	Resusci Anne Simulator 14-30 DAYS ARO	Resusci Anne Simulator 28 DAYS ARO	Resusci Anne Simulator 15 to 20 Days ARO	Resusci Anne Simulator Average of 2 weeks upon receipt of PO	Resusci Anne Simulator 30 Days ARO
	VARIAIONS	None	None	None	None	None	None
	Will you extend your prices to local government entities within the County	Yes	No	Yes	NO	Yes	Yes
	Bid specifications sent to:	Anatomical Worldwide CAE Healthcare	Products Unlimited, Inc. Prime Vendor	Mercer Technologies Firm Orvia	Medical Shipment Gaumard Scientific Co, Inc.		
	Based upon the bids received, I recommend Simulads, Inc., be awarded the contract as the lowest, responsive, responsible bidder.						
				Sincerely,			
				Peter Mercanti Purchasing Director			

B-3

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE BOROUGH OF BUENA RELATED TO DISPATCH SERVICES INCLUDING POLICE, FIRE, AND EMS SERVICES

WHEREAS, the Borough of Buena (“Local Unit”), located in the County of Atlantic, has the need for dispatch services including police, fire, and EMS services; and

WHEREAS, the County of Gloucester (“County”) with its updated Dispatch facilities has the capabilities to provide and authorize Dispatch Services for other Municipalities; and

WHEREAS, the Local Unit has requested the County provide said services; and

WHEREAS, the County is willing to do so; and

WHEREAS, N.J.S.A. 40A:65-1 et seq. specifically authorizes local government units, including counties and townships, to enter into agreements for the provision of shared services.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the Shared Services Agreement with the Borough of Buena for dispatch services including police, fire, and EMS services.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, February 21, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**AGREEMENT TO PROVIDE DISPATCH SERVICES INCLUDING POLICE, FIRE, AND
EMS SERVICES**

TO BOROUGH OF BUENA

by the

COUNTY OF GLOUCESTER, NEW JERSEY

and

BOROUGH OF BUENA

Dated: _____, 2018

Prepared by: Thomas G. Campo,
County Counsel

TABLE OF CONTENTS

Recitals	3
Paragraph A. Description of Services.....	3
Paragraph B. Insurance.....	5
Paragraph C. Limitation of Liability and Hold Harmless.....	5
Paragraph D. Duration of Agreement.....	6
Paragraph E. Compensation.....	6
Paragraph F. Compliance with Laws and Regulations.....	6
Paragraph G. Miscellaneous.....	6
Section 1. Amendment.....	6
Section 2. Severability.....	6
Section 3. Entire Agreement.....	6
Section 4. Further Assurances and Corrective Instruments	6
Section 5. Headings.....	7
Section 6. Non-Waiver	7
Section 7. Governing Law	7
Paragraph H. Equipment.....	7
Paragraph I. Participation and Cooperation.....	7
Paragraph J. Legal Authority.....	7
Paragraph K. Mediation/Arbitration	7
Paragraph L. Termination.....	8
Paragraph M. Effective Date	8

**AGREEMENT TO PROVIDE DISPATCH SERVICES TO
BOROUGH OF BUENA**

THIS AGREEMENT ("Agreement"), dated this ____ day of _____, 2018, by and between the Borough of Buena, a Local Unit of the County of Atlantic, State of New Jersey ("Local Unit"), and the County of Gloucester, a body politic and corporate of the State of New Jersey ("County").

RECITALS

WHEREAS, the County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, NJ 08096; and

WHEREAS, the Borough of Buena ("Local Unit") is a body politic with main offices located in Buena, Atlantic County, New Jersey; and

WHEREAS, the Local Unit has a need for updated dispatch services and has requested a Shared Services Agreement with the County due to its loss of revenues and increased costs of personnel and insurance; and

WHEREAS, the County with its updated dispatch facilities has the capability to provide and authorize dispatch services for other townships and municipalities; and

WHEREAS, the Local Unit has requested the County to provide dispatch services to include Police, Fire, and Emergency Medical Services (EMS); and

WHEREAS, the County is willing to make available the dispatch services subject to the County and Local Unit approvals and execution of this Agreement; and

WHEREAS, this Shared Services Agreement shall be in accordance with N.J.S.A. 40A:65-1 et seq., which specifically authorizes local government units, including Counties and Municipalities, to enter into agreements for the provision of shared services.

NOW, THEREFORE, IT IS AGREED between the County and the Local Unit that the parties shall enter into an agreement for the purpose of providing Dispatch Services to include Police, Fire, and EMS to the Local Unit by the County and the parties hereby agrees as follows:

AGREEMENT

A. DESCRIPTION OF SERVICES.

(A) Emergency Communication Services.

County agrees to provide Emergency Communication and Dispatch Services to the

Local Unit for a ten (10) year period beginning on the 1ST day of January, 2018 and ending December 31, 2027, such Emergency Communication and Dispatch Services to include the following:

- i. Providing trained emergency response telephone operators to answer telephone calls for service for fire, police and emergency medical services requests originating within the Local Unit on a 24-hour per day basis; and
- ii. Providing emergency and routine radio communications with police, fire and EMS emergency providers to Local Unit on a 24-hour per day basis including E911 PSAP, CAD (computer aided dispatch) and MDC (mobile data computer) services. County will answer the call and refer all routine and administrative calls to Local Unit.

(B) Administrative Support for Emergency Communication and Dispatch Services.

County will provide the following administrative support for the operation of the Emergency Communication and Dispatch Services System:

- i. Providing Records Management System administration:
County will provide the records in digital format, however all insurance requests, subpoenas, attorney discovery requests, etc. will be handled by Borough Personnel or designee. The information will be on a computer system and will be accessible by Local Unit.
- ii. Providing GIS mapping database creation and administration for use with Emergency Service boundaries and Wireless 911 calls; and
- iii. Providing coordination with the Local Unit to ensure compliance with the requirements of all state and federal laws and regulations to Emergency Communication and Dispatch Services.
- iv. County agrees to furnish and install any equipment necessary to establish connectivity to communicate with the Local Unit's systems for police facilities, fire stations and citizens requesting assistance. Local Unit will pay for new installation of equipment necessary to complete the transfer and to pay for any capital equipment changes or upgrades required to provide the dispatch services.
- v. The scope of services shall provide for electronic data connectivity between Gloucester County Emergency Response Center and Borough of Buena, Atlantic County and/or its law enforcement designee. Connectivity will include secure access to the Gloucester County Public Safety Computer Network for shared centralized Record Management Services, with hosting connectivity to CJIS/NCIC network. Connectivity between Gloucester County and Borough of Buena and/or its law enforcement designee shall require a secure method, integrated into their existing computer network, which costs shall be borne by the

Local Unit.

(C) Maintenance of Public Records.

Records generated and/or related to Emergency Communication and Dispatch Services provided by County to the Local Unit under this Agreement shall comply with relevant requirements of any applicable law or regulation. County shall retain such records in accordance with applicable law and shall produce such records pursuant to requests for records in accordance with applicable law. County shall make records available to the Local Unit upon reasonable notice during business hours. County will provide the records however all insurance requests, subpoenas, attorney discovery requests, etc. will be handled by Borough Personnel or their designee. The information will be on a computer system and will be accessible by Local Unit. County will be responsible for the audio tapes and only the audio tapes. The County system can be accessed by Local Unit and the Local Unit will be responsible for supplying OPRA information.

(D) Access to County's Server.

The Local Unit shall have unlimited, around-the-clock, twenty-four (24) hour access to data at all times during the term of this Agreement, with the exception of any scheduled or unexpected server maintenance down times.

These services may be amended from time to time under joint agreement by both parties.

B. INSURANCE.

Local Unit shall, if applicable to the services to be provided, maintain general liability, automobile liability, Workers' Compensation insurance in amounts, and proof of insurance coverage with a Certificate of Insurance listing, for the coverages, and which shall be in compliance with any applicable requirements of the State of New Jersey.

Neither the County nor the Local Unit intends any Agency relationship to be created by this Agreement.

C. LIMITATION OF LIABILITY AND HOLD HARMLESS

(a) Neither the County nor the Local Unit are responsible for the independent acts and/or omissions of the other party, or their officers, employees, or agents. Each party shall be responsible for the negligent, willful, or intentional acts or omissions of their respective personnel.

(b) Each party shall process and defend, at its own expense, any and all claims of whatsoever kind or nature, with respect to that party's acts or omissions of services or otherwise relating to 911 emergency or non-emergency dispatch calls.

D. DURATION OF AGREEMENT

This agreement shall be effective for a period of ten years commencing on January 1, 2018 and ending December 31, 2027.

E. COMPENSATION.

1. The Local Unit shall pay the sum of \$136,918.68 for the first year. Thereafter for the second year and subsequent years there shall be an annual increase based on the Consumer Price Index-Urban Wage Earners (CPI-U) for the Philadelphia Region as published by the US Department of Labor. The twelve-month average published in November shall be used to adjust the cost increase for the succeeding year. The annual sum is to be paid quarterly by February 1st, May 1st, August 1st, and November 1st of each calendar year.

2. Any increase in capital costs that are directly and solely attributed to the Local Unit shall be paid by the Local Unit.

F. COMPLIANCE WITH LAWS AND REGULATIONS.

The Local Unit agrees that it will, 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.

G. MISCELLANEOUS.

1. **Amendment.** This Agreement may not be amended or modified for any reason without the express prior written consent of both parties hereto.
2. **Severability.** In the event that any provision of this 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.
3. **Entire Agreement.** This 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.
4. **Further Assurances and Corrective Instruments.** The Local Unit and the County shall execute, acknowledge and deliver, or cause to be executed, any such instruments as may be reasonably required for correcting any inadequate

or incorrect description of the Project or to correct any inconsistent or ambiguities of this Agreement.

5. **Headings.** The Article and Section headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
6. **Non-Waiver.** It is understood and agreed that nothing which is contained in this 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 Agreement.
7. **Governing Law.** The terms of this Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of New Jersey, including all matters of enforcement, validity and performance.

H. EQUIPMENT.

The County shall retain ownership of any equipment and any additional equipment that must be purchased to facilitate the services to the Local Unit shall be purchased by the Local Unit. The supplied digital radios will remain the property of County on loan to Local Unit and if the Local Unit is no longer in the system the radios will be returned. If the Local Unit purchases radios/equipment, or reimbursed the County for the full cost of the capital equipment, the Local Unit will retain ownership. Prior to expending any funds for the purchase and furnishing of any equipment for which the Local Unit will be responsible, the County shall provide written notice of the cost associated with the purchase and installation. In the event the cost is not acceptable to the Local Unit, then, in that event, the Local Unit may reject the equipment. The County will not incur capital costs without notifying Local Unit.

I. PARTICIPATION AND COOPERATION.

Both parties agree to participate in this Agreement and to cooperate fully to enhance the services to be rendered by the County.

J. LEGAL AUTHORITY.

This Agreement for Shared Services pursuant to N.J.S.A. 40A:65-4, which provides for Agreements for Shared Services wherein a Local Unit may enter into an Agreement with any other Local Unit or Unit to provide or receive any service that it is empowered to provide or receive in its jurisdiction.

K. MEDIATION/ARBITRATION

Either party to this Contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et. seq., be submitted to non-binding mediation.

The County's Alternative Dispute Resolution procedure is as follows:

Controversies and Claims Subject to Mediation. Any controversy or claim arising out of or related to the contract, or the breach thereof, shall be settled by mediation.

If a dispute between County and Local Unit arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation.

The Mediator shall be a retired Superior Court Judge mutually agreed upon by the parties. The Mediator fee shall be split equally between the parties.

L. TERMINATION.

Both parties agree that each shall possess the right to terminate this Agreement with twelve (12) months notice without penalty. Any such notice made to the County shall be made in writing and submitted to the Gloucester County Administrator and the Emergency Response Coordinator. Any notice to the Local Unit shall be in writing and submitted to the Mayor.

M. EFFECTIVE DATE.

This Agreement shall be effective as of this ____ day of _____, 2018, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Agreement.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

**LAURIE J. BURNS,
CLERK OF THE BOARD**

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

BOROUGH OF BUENA

RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER SOFTWARE AND RELATED TRAINING SERVICES FROM SOFTWARE HOUSE INTERNATIONAL THROUGH STATE CONTRACT FOR \$171,500.00

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of goods and services through State Contract, without the need for public bidding; and

WHEREAS, the County of Gloucester has a need to purchase software which includes the Infoshare Victim Witness Portal as well as related training, for use by the County Prosecutor's Office at the Child Advocacy Center; and

WHEREAS, it has been determined that the County of Gloucester can purchase said goods and service through State Contract #A89851, from Software House International of 290 Davidson Avenue, Somerset, NJ 08873, for \$171,500.00; and

WHEREAS, the County Treasurer has certified the availability of funds pursuant to CAF #18-01171, which amount shall be charged against budget line item #G-02-17-257-000-20653.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the software purchase and related training from Software House International is hereby authorized through State Contract #A89851 in the amount of \$171,500.00, as per quote #14749675 submitted by the vendor.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 21, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**



51

Pricing Proposal
Quotation #: 14749675
Created On: 1/24/2018
Valid Until: 2/23/2018

GLOUCESTER COUNTY

**Inside Sales Account
Manager**

Patti Reid
PO BOX 623
70 HUNTER ST., 3RD FLOOR
West Deptford, NJ 08096
United States
Phone: 8568533412
Fax:
Email: preid@co.gloucester.nj.us;alombardi@co.gloucester.nj.us

Nirav Patel
290 Davidson Avenue
Somerset, NJ 08873
United States
Phone: 888-744-4084
Fax: 888-896-8860
Email: Nirav_Patel@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 INFOSHARE VICTIM WITNESS PORTAL Computer Square, Inc. - Part#: NJPros VWPortal Contract Name: Software Reseller Contract #: ITS58 Subcontract #: 89851 Coverage Term: 1/1/2018 - 12/31/2018	1	\$30,000.00	\$30,000.00
2 ADULT VICTIM-WITNESS BATCH LETTER PROGRAM Computer Square, Inc. - Part#: NJPros VWLetter Adult Contract Name: Software Reseller Contract #: ITS58 Subcontract #: 89851	1	\$25,000.00	\$25,000.00
3 VW STAT TRACKER MODULE & VICTIM SERVICES TAB Computer Square, Inc. - Part#: NJ PROS VW Stat Tracker Contract Name: Software Reseller Contract #: ITS58 Subcontract #: 89851	1	\$15,000.00	\$15,000.00
4 Domestic Violence Family Module Computer Square, Inc. - Part#: NJPros DVFamily Contract Name: Software Reseller Contract #: ITS58 Subcontract #: 89851 Note: Does not include FACTS Feed	1	\$20,000.00	\$20,000.00
5 FACTS Interface from NJ AOC Computer Square, Inc. - Part#: NJPros FACTS Interface Contract Name: Software Reseller Contract #: ITS58 Subcontract #: 89851	1	\$35,000.00	\$35,000.00
6 Juvenile and DV Family VW Letter Generator Computer Square, Inc. - Part#: NJPros VWLetter Juv Contract Name: Software Reseller Contract #: ITS58	1	\$25,000.00	\$25,000.00

Subcontract #: 89851

7	Installation Services Computer Square, Inc. - Part#: Installation Contract Name: Software Reseller Contract #: ITS58 Subcontract #: 89851	1	\$7,500.00	\$7,500.00
8	Training Services Computer Square, Inc. - Part#: Training Contract Name: Software Reseller Contract #: ITS58 Subcontract #: 89851 Note: Two (2) Day Administrative Training - Five (5) Day User Training	1	\$14,000.00	\$14,000.00
			Total	\$171,500.00

Additional Comments

NJ Software State Contract 89851
INFOSHARE CASE & DOCUMENT SYSTEM
* INFOSHARE SELECT BASE SYSTEM
* CRIME SCENE MODULE
* INVESTIGATION MODULE
* SCREENING, GRAND JURY AND TRIAL
* INDICTMENT ACCUSATION TEMPLATES
* INTELLIGENCE MODULE
* AOC-INFOSHARE INTERFACE FEATURE
* EVIDENCE MODULE
* FORFEITURE MODULE

MAINTENANCE SERVICES INCLUDE:

- * Unlimited telephone consultation on application administration/operations
- * Direct dial-in/VPN connection for error correction & problem resolution
- * Any application failure to be addressed immediately. Problem analysis within 8 hours; resolutions deployed at same time or set scheduled date
- * Application updates to current version modules
- * Periodic on-site visits for administrator consultations

Thank you for the opportunity to quote. SHI is a leading reseller of software, hardware, and peripherals. SHI is a 100% Asian-Owned Minority Company. SHI has been working with State and Local Governments for over 15 years. We have a Software Licensing Specialist for every major manufacturer and a hardware and service department to assist with any configuration.

Please keep SHI in mind for you future software and hardware needs.

For Immediate Assistance with quote requests, order inquiries or service, please contact your Inside Sales Team at 1-888-591-3400 or by email: NJGOV@shi.com

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

18-01171

NO.

ORDER DATE: 02/09/18
REQUISITION NO: R8-01342
DELIVERY DATE:
STATE CONTRACT: 89851
ACCOUNT NUM:

Pg 1

**S
H
I
P
T
O**

GLOUC. CO PROSECUTORS OFFICE
PO BOX 623, 70 HUNTER ST.
WOODBURY, NJ 08096 (3RD FLOOR)
856-384-5500/JUSTICE COMPLEX

VENDOR #: SOFTW003

**V
E
N
D
O
R**

SOFTWARE HOUSE INTERNATIONAL
290 DAVIDSON AVENUE
SOMERSET, NJ 08873

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	INFOSHARE VICTIM WITNESS Portal	G-02-17-257-000-20653 Data Processing Software	30,000.0000	30,000.00
1.00	ADULT victim-witness Batch letter program	G-02-17-257-000-20653 Data Processing Software	25,000.0000	25,000.00
1.00	V/W Stat Tracker Module & Victim Services Tab	G-02-17-257-000-20653 Data Processing Software	15,000.0000	15,000.00
1.00	Domestic Violence Family Module	G-02-17-257-000-20653 Data Processing Software	20,000.0000	20,000.00
1.00	FACTS Interface for NJ AOC	G-02-17-257-000-20653 Data Processing Software	35,000.0000	35,000.00
1.00	Juvenile and Family V/W Letter Generator	G-02-17-257-000-20653 Data Processing Software	25,000.0000	25,000.00
1.00	Installation Services	G-02-17-257-000-20653 Data Processing Software	7,500.0000	7,500.00
1.00	Training services	G-02-17-257-000-20653 Data Processing Software	14,000.0000	14,000.00
			TOTAL	171,500.00

CLAIMANT'S CERTIFICATION & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p>X</p> <p>VENDOR SIGN HERE _____ DATE _____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</p> <p>MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS</p>	<p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p> <p>DEPARTMENT HEAD _____ DATE _____</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</p> <p>TREASURER / CEO _____</p> <p>PURCHASING DIRECTOR _____</p>

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

RESOLUTION AUTHORIZING STATE AREA PLAN GRANT CONTRACTS WITH VARIOUS ENTITIES FROM JANUARY 1, 2018 TO DECEMBER 31, 2018

WHEREAS, the County has determined that is it necessary and appropriate to provide various services through its Division of Senior Services for seniors in the County age sixty (60) or older to address the diverse needs of the senior population in the County, and by Resolution dated June 27, 2001, authorized the use of competitive contracting in order to solicit proposals for various programs for seniors; and

WHEREAS, the majority of the funds provided for such Contracts are State Area Plan Grant funds, the amounts of which are listed herein; and

WHEREAS, the County has requested proposals from interested providers through RFP- 18-040, consistent with the terms and provisions of N.J.S.A. 40A:11-4.1A, and N.J.A.C. 5:34-4.1; and

WHEREAS, the County’s Purchasing Director has, consistent with the applicable statutes, prepared a Request for Proposals Evaluation Report dated August 3, 2017, and delivered that report to the County’s Board of Chosen Freeholders (hereinafter the “Report”); and

WHEREAS, the Report provides an analysis of the proposals received from the agencies and/or entities that submitted same, and recommended the awards of contracts as follows:

1. Gloucester County Division of Transportation Services, for provision of Non-Emergency Medical Transportation (#003) in an amount not to exceed \$40,940.00 (Grant Funds: \$39,000.00 (III B); Local Public Match: \$1,440.00; Estimated Client Donations: \$500.00).
2. Gloucester County Division of Transportation Services, for provision of Blind/Visually Impaired Transportation (#035) in an amount not to exceed \$11,600.00 (Grant Funds: \$11,500.00 (III B), Estimated Client Donations: \$100.00).
3. Gloucester County Division of Transportation Services, for provision of Escorted Transportation (#060) in an amount not to exceed \$30,125.00; (Grant Funds: \$27,075.00 (SHTP), Local Private Match: \$2,950.00, Estimated Client Donations: \$100.00).
4. Gloucester County Division of Health, for provision of the Physical Activity, Walking Exercise Program (#008) in an amount not to exceed \$4,220.00; (Grant Funds \$2,060.00 (III B), Local Public Match \$2,060.00, Estimated Client Donations \$100.00).
5. Gloucester County Department of Health and Human Services, for provision of the Senior Health Connection Program (#009) in an amount not to exceed \$12,950.00 (Grant Funds \$12,050.00 (III B), Local Public Match \$800.00; Estimated Client Donations \$100.00).
6. Evergreen Court Adult Day Services, for provision of Adult Day Care (#007) in an amount not to exceed \$28,700.00 (Grant Funds: \$26,000.00 (III B), Local Public Match: \$2,600.00, Estimated Client Donations: \$100.00).
7. Moorestown Visiting Nurse Association Inc., 300 Harper Drive, Moorestown, NJ 08057-3208, for the provision of the Personal Care Service Program (#088) in an amount not to exceed \$50,100.00 (Grant Funds \$50,000.00 (III B); Estimated Client Donations \$100.00).
8. Moorestown Visiting Nurse Association Inc., 300 Harper Drive, Moorestown, NJ 08057-3208, for the provision of the Moorestown VNA Assistance for Independent Living Program (# 73) in the amount not to exceed \$70,100.00 (Grant Funds \$56,000.00 (SSBG); Local Public Match \$14,000.00; Estimated Client Donation \$100.00).

WHEREAS, the Contracts shall be for the period commencing January 1, 2018 and concluding December 31, 2018, and shall be contingent upon grant funding under the Area Plan Grant awarded by the State of New Jersey Department of Human Services Division of Aging Services for the year 2018; and

WHEREAS, the Contracts shall be for estimated units of service and are open-ended; which does not obligate the County to make any purchases; and, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director be and is hereby authorized to execute, and the Clerk of the Board be and is hereby authorized to attest to, the Area Plan Grant Contracts as hereinabove described for the period January 1, 2018 to December 31, 2018; and

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of the Contract, if applicable, and a copy of this Resolution and the Contract are on file and available for public inspection in the Office of the Clerk of the Board of Gloucester County. The aforementioned notice shall be published once in the South Jersey Times pursuant to the requirements of the Local Public Contracts Law; and

BE IT FURTHER RESOLVED, that the County Administrator and County Counsel are hereby authorized to negotiate the final terms of the Contracts authorized by this Resolution provided that the Contracts in final form are in substantially the same form as approved by this Resolution.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 21, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD



BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

To: The Board of Chosen Freeholders
From: Peter Mercanti, Purchasing Director
Date: January 3, 2018
Re: Request for Proposals, Competitive Contracting 18-040 for
Area Plan and RFP-18-041 for Peer Grouping



DEPARTMENT OF
PURCHASING

DIRECTOR
Peter M. Mercanti

PO Box 337
Woodbury, NJ 08096

Phone 856.853.3420
Fax 856.251.6777

purchasing@co.gloucester.nj.us

www.gloucestercountynj.gov

The potential contract for the above mentioned service for the Gloucester County Division of Senior Services was procured pursuant to N.J.S.A.40A:11-4.1(g) and N.J.A.C.5:34-4.1 et seq., Competitive Contracting Request for Proposals.

A county review committee was appointed, consisting of Connie Fentress, Chairperson, Division of Senior Services Advisory Council, Mac McDonnell, Vice President of Gloucester County Senior Club, Lacy Haynicz, President of Gloucester County Senior Club, Dennis Dittmar, Senior Program Analyst, Senior Services and Karen Christina, Fiscal Officer, Senior Services. All committee members have been familiar with the need for these services, and all committee members determined, prior to the evaluation procedure, that none were in any conflict or potential conflict of interest as defined by N.J.S.A. 40A:9-22.1 et seq.

Please note that until this time, as dictated by law, the names of these committee members have not been publicly disclosed.

The specifications set forth various expectations of the County, and included, pursuant to N.J.A.C.5:34-4.2, evaluation criteria upon which the

Vendors knew they would be judged. These included Service, Coordination, Customer Satisfaction, Goals, Objectives and Methods, Facilities and Staff, Budget and Unit Cost.

On July 3, 2017, specifications were advertised in the newspaper and on August 3, 2017 the request for proposals were opened.

After the review committee members scored the vendors, as based upon the specifications. These scores were than tabulated into the chart referenced below, indicating the total points awarded.

The Committee recommends that the award of contract be awarded to the vendors for the services listed below.

**REQUEST FOR PROPOSALS (R.F.P.)
RFP Grading/Awards List**

Evergreen Court		\$26,000.00	95
Moorestown Visiting Nurse Assoc. - Cert. Home Health Aide		\$56,000.00	87
Moorestown Visiting Nurse Assoc - Personal Care		\$50,000.00	87
South Jersey Legal Services Inc.- Legal Services Program		\$9,500.00	97
Glassboro Housing Authority Housekeeping for GHA Residents		\$52,094.00	96
Glouc. Co. Division of Human and Disability Serv.	B/V/I Counseling/Care Mgmt	\$36,600.00	96
Glouc County Division of Social Services - Adult Protective Services		\$137,056.00	96
Gloucester County Dept. of Health- Senior Health Connection		\$14,100.00	99
Glouc. Co. Dept. of Health- Tai-Chi/Walking Exercise Program		\$2,060.00	99
Rowan College at GC- RSVP Friendly Visitor focusing on Reading&Writing		\$2,500.00	98
Rowan College at GC- RSVP Wellness Program		\$4,300.00	98
Glouc. County Division of Transportation Services-Escorted Transportation		\$25,642.00	98
Glouc. County Division of Transportation Services-Blind/Visually Impaired		\$11,500.00	98
Glouc. County Division of Transportation-Medical Transport		\$39,000.00	98
Glassboro Parks and Rec- Aide to Municipal Centers		\$14,400.00	99
Peer Grouping			
All About Care LLC	Personal Home Care	\$10,500.00	98
<u>Evergreen Court</u>	Adult Day Care	\$4,200.00	98

2/21/18

61

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

GLOUCESTER COUNTY DIVISION OF SENIOR SERVICES
(Area Agency on Aging)

INTER-AGENCY/DEPARTMENTAL AGREEMENT

AGREEMENT NUMBER 003 DATE 1/1/2018

APPROPRIATION CODE _____

PROJECT NON - EMERGENCY MEDICAL TRANSPORTATION

GRANTEE Gloucester County Division of Human and Disability Services

Division of Transportation Services

115 Budd Boulevard, West Deptford, N.J. 08096

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

GLOUCESTER COUNTY DIVISION OF SENIOR SERVICES

(Area Agency on Aging)

INTER-AGENCY/DEPARTMENTAL AGREEMENT
GENERAL PROVISIONS

The Gloucester County Division of Senior Services (Area Agency on Aging)
and the

GLOUCESTER COUNTY DEPARTMENT OF HUMAN SERVICES

DIVISION OF TRANSPORTATION SERVICES

agree to the terms outlined within the "Scope of Services-Attachment A, the "Approved Budget-Attachment B", the "Method of Monitoring, and Reports Required-Attachment C", and the following:

The program shall be administered in accordance and consistent with the Code of Federal Regulations, Administration of Grants, Title 45, Part 74.

The program must give preference to those with greatest economic or social need. Service providers may use methods such as locations of services and specialization in the types of services most needed by these groups to meet this requirement. No service provider may use a means test.

~~Each client must be given an opportunity to contribute to the service being provided. All contributions must be accounted for and must be used by the service provider for the expansion of the service.~~

Any books, reports, pamphlets, papers or articles receiving support under Title III must contain an acknowledge of that support.

A sign shall be displayed in all facilities used by, or in conjunction with, the program stating that the program is funded by Title III of the Older Americans Act, as amended, through a grant by the State of New Jersey Department of Human Services.

The budget in this agreement means the approved financial plan to carry out the purpose of the agreement. This plan is the financial expression of the program as approved during the budget application.

The program agrees to produce programmatic and fiscal reports to the Division of Senior Services within the required time frame. It is understood that submission of programmatic and fiscal reports are required as a prerequisite of continued funding.

The Division of Senior Services may request changes, which are mutually agreed upon, in the "Scope of Services-Attachment A" to be performed hereunder. Revisions and modifications of this contract may be requested by the project and approved by the Division of Senior Services in writing. The program shall inform the Division of Senior Services of any conditions which affect the program objectives as soon as they become known.

The Division of Senior Services shall monitor the program to assure that the "Scope of Services-Attachment A" is being satisfactorily met. This monitoring may include unannounced visitation, inspections and audits. The program agrees to make available to the Division of Senior Services any pertinent accounting records, books, documents or papers as may be necessary to monitor and audit the program's operations.

Funding for the program for the duration of the agreement period is contingent upon continued funding of the Division of Senior Services from federal, state, and local sources, and is subject to termination if the Division of Senior Services loses funding from these sources.

The program may incur costs only during the period set forth below as the term of the agreement. Expenditures made before or after these dates shall be disallowed. Funds obligated but not disbursed at the end of this contract period shall be liquidated as soon as possible after the close of the contract period. Within 30 days after completion of final audits, all unexpended funds shall be returned to the county Division of Senior Services.

Gloucester County is an Aging and Disability Resource Connection (ADRC), a single point of entry into the long term care system for older adults and people with disabilities. Sometimes referred to as one-stop or no wrong door, service providers within the Area Plan contract are to refer consumers and their families to the ADRC. Information, advice, options counseling and other services will be provided to help consumers of all incomes to make informed decisions about both public and private long term supports and services.

This agreement shall be effective as of the 1st day of January, 2018 and shall terminate no later than the 31st day of December, 2018.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 003

SCOPE OF SERVICES

Countywide non-emergency transportation services will be provided by appointment for seniors age 60 or older to address many of the mobility needs of the elderly population to properly access many of the health care facilities in the Delaware Valley Region.

The service provider maintains handicapped and lift-equipped vehicles in order to accommodate persons with disabilities.

A daily vehicle inspection list is completed by each driver to ensure proper operation of brakes, lights, wipers, tires, etc.

The identification of potential clients is accomplished with the dissemination of information to senior citizen housing complexes, area social service agencies, medical providers and other senior citizen advocacy groups. STS also relies upon word-of-mouth, active participation of staff at various meetings and retail newspaper advertising.

The grantee will reach the low income and minority target populations by networking with other social service providers, through referrals from the Outreach Program and by advertising in locations with easy access for the target populations.

SERVICE COMPONENTS, as defined by the State Taxonomy: Service activities should include:

- Demand/Response transportation characterized by flexible routing and/or scheduling of vehicles to provide door-to-door service on demand.
- Fixed Route transportation designed to provide a destination oriented service along a predefined route.
- Emergency Response transportation characterized by an unscheduled response to an individual's immediate and unforeseen need for transportation—generally of a medical nature.
- Maintaining records, preparing reports, and other administrative efforts necessary to provide transportation services.

Provider shall develop and maintain a written grievance procedure that assures any beneficiary aggrieved by Provider's denial of services, or with the quality of services furnished by Provider, with an adequate opportunity to resolve the grievance. Provider shall advise all beneficiaries of the existence of the grievance procedure and shall make a copy of the grievance procedure available upon request.

A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THE GRIEVANCE POLICY AND PROCEDURES.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 003

SCOPE OF SERVICES

GRANTEE: Division of Transportation Services

PROJECT TITLE: NON-EMERGENCY MEDICAL TRANSPORTATION

POPULATION TO BE SERVED: 145 Frail or disabled, 50 low-income, and 65 minority residents of the county who are 60 years or older with a concerted effort to target the low income minority population in at least the same proportion as found in the population of older individuals of the area served by the provider

45 clients below poverty (16% of 280)

8 clients low income minority (3% of 280)

SERVICE AREA: Gloucester County with a concerted effort to serve areas that are easily accessed by the target populations.

OBJECTIVE:

To provide county wide transportation services for seniors age 60 or older to places of medical need by appointment.

SERVICE DEFINITION:

SERVICE TAXONOMY: 106

Conveyance of older persons to and/or from community facilities and resources for the purpose of acquiring or receiving available services, benefits or entitlements.

AMOUNT: \$ 40,940

UNITS OF SERVICE: 2,340 (unit = each one way trip)

CLIENT COUNT: 280

UNIT COST: \$17.50

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 003

	CASH	IN-KIND	TOTAL
Personnel	40,440.	-0-	40,440
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	500	-0-	500
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET			
COST	40,940	-0-	40,940
<u>LESS:</u>		Client Income	\$ 500.
		USDA	-0-
		NET BUDGETED	\$ 40,440
		COST	

III B	\$ 39,000.	95%
State Share	-0-	-0-%
State HDM Share	-0-	-0-%
Local Public	\$1440.	4%
Client Income	\$500	1%
TOTAL	\$ 40,940	100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO AGREEMENT NUMBER 003

METHOD OF MONITORING AND REPORTS REQUIRED

REPORTS

REPORTS, BOTH PROGRAMMATIC AND FISCAL, ARE DUE ON A MONTHLY AND QUARTERLY BASIS OR AS NEEDED AND ARE DUE FIVE WORKING DAYS AFTER THE FIRST OF EACH MONTH. ALL PROGRAM COORDINATORS ARE TO GIVE A QUARTERLY NARRATIVE REPORT ON THE PROGRESS OF THE PROGRAM.

MONITORING:

THERE WILL BE ONE DOCUMENTED FORMAL MONITORING VISIT EACH YEAR FOR PROGRAMMATIC EVALUATION AND ONE FOR FISCAL ACCOUNTABILITY.

MEETINGS:

THERE WILL BE FOUR MANDATORY MEETINGS FOR SERVICE PROVIDERS DURING THE CONTRACT YEAR.

CLIENT SURVEY:

ALL PROGRAM COORDINATORS ARE TO SURVEY PERSONS WHO HAVE BEEN BENEFICIARIES OR RECIPIENTS OF SERVICES IN ORDER TO GAIN INFORMATION ON THE PROBLEMS OF THE POPULATION, AS WELL AS THEIR SATISFACTION WITH THE SERVICES RECEIVED. COMPLETED SURVEYS AND SUMMARIZATION OF FINDINGS MUST BE FORWARDED TO THE OFFICE ON AGING ANNUALLY.

CLIENT CONTRIBUTIONS.

UNDER TITLE III OF THE OLDER AMERICANS ACT EACH CLIENT MUST BE GIVEN AN OPPORTUNITY TO CONTRIBUTE TO THE SERVICE BEING PROVIDED. ALL CONTRIBUTIONS MUST BE ACCOUNTED FOR AND MUST BE USED BY THE SERVICE PROVIDER FOR THE EXPANSION OF THE SERVICE.

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE AAA AGREES TO INCLUDE THE FOLLOWING REQUIREMENTS IN ALL SUB-CONTRACTS, INTER-AGENCY AND INTRA-AGENCY AGREEMENTS WITH ALL PARTIES UTILIZING AREA PLAN FUNDING UNDER THIS CONTRACT:

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND POLICIES.

2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER THAT WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THE FOLLOWING CONDITIONS SHALL APPLY:
 - a) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;
 - b) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND
 - c) FUNDS PROVIDED UNDER THIS AGREEMENT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED NOW, OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.
3. **PURSUANT TO SECTION 306(A)(4)(A)(II)(I) OF THE OLDER AMERICAN ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(I), THE PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.**
4. **PURSUANT TO SECTION 306(A)(4)(A)(II)(II), OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(II), THE PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.**
5. **PURSUANT TO SECTION 306(A)(4)(A)(II)(III), OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(III), THE PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.**
6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS RECEIVED OR EXPENDED BY SUCH AGENCY TO PROVIDE SERVICES TO OLDER INDIVIDUALS SHALL BE DISCLOSED TO THE COMMISSIONER FOR THE NJ DEPARTMENT OF HUMAN SERVICES, DIVISION OF AGING SERVICES, UPON REQUEST.
7. FOR AAAS PROVIDING NAPIS REGISTERED SERVICES, THE FOLLOWING SUBCONTRACT LANGUAGE SHALL BE REQUIRED TO RECEIVE FUNDING THROUGH THE AREA PLAN CONTRACT.
 - a. PROVIDER AGENCY SHALL USE SAMS FOR ALL AREA PLAN CONTRACT DATA REPORTING AND CLIENT TRACKING AS DIRECTED BY THE AAA.
 - b. IF APPLICABLE, AN ADRC PARTNER SHALL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, **RECORDING**

**SERVICE DELIVERY AND CLIENT CHARACTERISTICS, AND
MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.**

- c. SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS.
- d. ALL PROVIDER AGENCIES, SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL NOTIFY THE AAA, NO LATER THAN THE END OF THE NEXT WORKING DAY, WHEN A SAMS USER NO LONGER REQUIRES ACCESS TO SAMS TO CONDUCT BUSINESS FOR AREA PLAN CONTRACT PURPOSES, SUCH AS WHEN THE USER HAS BEEN REASSIGNED JOB FUNCTIONS, SEPARATES FROM EMPLOYMENT OR CEASES PROVIDING SERVICES.

***NOTE: IF THE SUB GRANTEE IS NOT GOING TO ENTER DATA INTO SAMS IT IS THE RESPONSIBILITY OF THE AAA TO ENTER ALL SUB GRANTEE DATA INTO THE SAMS DATABASE.**

8. IN ADDITION TO ANY APPLICABLE HIPAA REQUIREMENTS, IF REQUIRED BY LAW OR REQUESTED BY DOAS, THE SUB-GRANTEE OR THIRD PARTY, OR INDIVIDUALS WORKING FOR OR WITH A SUB-GRANTEE OR THIRD PARTY, SHALL MAINTAIN THE CONFIDENTIALITY OF EACH PARTICIPANT'S PERSONAL AND CONFIDENTIAL INFORMATION AND SHALL NOT DISCLOSE SUCH INFORMATION EXCEPT WHERE DISCLOSURE IS CONSISTENT WITH APPLICABLE LAW AND DOAS REQUIREMENTS AND POLICIES, AND THE DISCLOSURE IS MADE TO THE PARTICIPANT; TO THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY UPON THE INFORMED WRITTEN CONSENT OF THE PARTICIPANT OR THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY PURSUANT TO A COURT ORDER; OR IF DISCLOSURE IS MADE FOR PROGRAM MONITORING BY AUTHORIZED FEDERAL, STATE OR LOCAL MONITORING AGENCIES.
9. EACH SUB-GRANTEE SHALL HAVE A BUSINESS CONTINUITY PLAN THAT WILL BE ACTIVATED IN THE EVENT OF AN EMERGENCY. THE PLAN SHALL ADDRESS WAYS IN WHICH CRITICAL SERVICES ARE MAINTAINED FOR THE PARTICIPANT AND A DESCRIPTION OF THE METHODS FOR COMMUNICATING ABOUT SERVICE CONTINUATION.
10. EACH SUB-GRANTEE SHALL UTILIZE ITS AAA'S GRIEVANCE, RECORD RETENTION AND CLIENT CONTRIBUTION POLICIES.
11. EACH SUB-GRANTEE SHALL REQUIRE ITS WORKERS TO COMPLETE GRANT ALLOCATION TIMESHEETS FOR PERSONNEL ALLOCATION PURPOSES.
12. PROVIDERS ARE REQUIRED TO MAINTAIN SIGNED CONFIDENTIALITY AGREEMENTS FOR SAMS USERS FOR THE LENGTH OF THE CONTRACT AND TO MAKE THESE SIGNED DOCUMENTS AVAILABLE FOR REVIEW BY THE MA UPON REQUEST.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT
NUMBERED 003 CONSISTS OF 10 PAGES NUMBERED
CONSEQUENTLY.

GRANTEE Gloucester County Division of Human and Disability Services

Division of Transportation Services

115 Budd Boulevard, West Deptford, N.J. 08096

BY: [Signature] Date 11/21/17
TITLE: Division Director

FUNDING AGENCY

**AREA AGENCY ON AGING: DEPARTMENT OF HEALTH & HUMAN
SERVICES, DIVISION OF SENIOR SERVICES.**

BY: [Signature] Date 11/30/2017
TITLE : Executive Director

GRANTOR:

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ Date _____

NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST: _____

Laurie J. Burns,
Clerk of the Board

THIS AGREEMENT dated this _____ day of _____, _____.

2/21/18

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

GLOUCESTER COUNTY DIVISION OF SENIOR SERVICES

(Area Agency on Aging)

INTER-AGENCY/DEPARTMENTAL AGREEMENT

AGREEMENT NUMBER 035 DATE 1/1/2018

APPROPRIATION CODE _____

PROJECT TRANSPORTATION - BLIND/VISUALLY IMPAIRED

GRANTEE Gloucester County Division of Human and Disability Services

Division of Transportation Services

115 Budd Boulevard, West Deptford, N.J. 08096

INTER-AGENCY/DEPARTMENTAL AGREEMENT PAGES 1 THROUGH 10

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

GLOUCESTER COUNTY DIVISION OF SENIOR SERVICES

(Area Agency on Aging)

**INTER-AGENCY/DEPARTMENTAL AGREEMENT
GENERAL PROVISIONS**

The Gloucester County Division of Senior Services (Area Agency on Aging)
and the

**GLOUCESTER COUNTY DIVISION OF HUMAN AND DISABILITY
SERVICES**

DIVISION OF TRANSPORTATION SERVICES

agree to the terms outlined within the "Scope of Services-Attachment A, the "Approved Budget-Attachment B", the "Method of Monitoring, and Reports Required-Attachment C", and the following:

The program shall be administered in accordance and consistent with the Code of Federal Regulations, Administration of Grants, Title 45, Part 74.

The program must give preference to those with greatest economic or social need. Service providers may use methods such as locations of services and specialization in the types of services most needed by these groups to meet this requirement. No service provider may use a means test.

Each client must be given an opportunity to contribute to the service being provided. All contributions must be accounted for and must be used by the service provider for the expansion of the service.

Any books, reports, pamphlets, papers or articles receiving support under Title III must contain an acknowledgement of that support.

A sign shall be displayed in all facilities used by, or in conjunction with, the program stating that the program is funded by Title III of the Older Americans Act, as amended, through a grant by the State of New Jersey Department of Human Services.

The budget in this agreement means the approved financial plan to carry out the purpose of the agreement. This plan is the financial expression of the program as approved during the budget application.

The program agrees to produce programmatic and fiscal reports to the Division of Senior Services within the required time frame. It is understood that submission of programmatic and fiscal reports are required as a prerequisite of continued funding.

The Division of Senior Services may request changes, which are mutually agreed upon, in the "Scope of Services-Attachment A" to be performed hereunder. Revisions and modifications of this contract may be requested by the project and approved by the Division of Senior Services in writing. The program shall inform the Division of Senior Services of any conditions, which affect the program objectives as soon as they become known.

The Division of Senior Services shall monitor the program to assure that the "Scope of Services-Attachment A" is being satisfactorily met. This monitoring may include unannounced visitation, inspections and audits. The program agrees to make available to the Division of Senior Services any pertinent accounting records, books, documents or papers as may be necessary to monitor and audit the program's operations.

Provider shall develop and maintain a written grievance procedure that assures any beneficiary aggrieved by Provider's denial of services, or with the quality of services furnished by Provider, with an adequate opportunity to resolve the grievance. Provider shall advise all beneficiaries of the existence of the grievance procedure and shall make a copy of the grievance procedure available upon request.

A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THE GRIEVANCE POLICY AND PROCEDURES.

Funding for the program for the duration of the agreement period is contingent upon continued funding of the Division of Senior Services from federal, state, and local sources, and is subject to termination if the Division of Senior Services loses funding from these sources.

The program may incur costs only during the period set forth below as the term of the agreement. Expenditures made before or after these dates shall be disallowed. Funds obligated but not disbursed at the end of this contract period shall be liquidated as soon as possible after the close of the contract period. Within 30 days after completion of final audits, all unexpended funds shall be returned to the county Division of Senior Services.

This agreement shall be effective as of the 1st day of **January, 2018** and shall terminate no later than the 31st day of **December, 2018**.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 035

SCOPE OF SERVICES

County wide transportation services will be provided for blind/visually impaired seniors age 60 or older for the purpose of attaining entitlements, medical care, or for socialization. The transportation services of this contract will support a total of 663 one-way trips to meet, in part, the following transportation needs of the Blind and Visually Impaired program:

SHADES: SHADES is a support group for blind or visually impaired adults, mostly seniors, which generally meets at the Center for Independent Living. They meet monthly, and three or four times a year the meeting is held in a restaurant. Approximately 25 members need transportation on a regular basis, but probably only 20 attend any one meeting (Woodbury area, Pitman, Swedesboro, Clarksboro, Mantua, Sewell). SHADES members also attend special events including the Division of Senior Services annual picnic and Christmas party as well as the Department for the Disabled Summer Santa Program.

VISCOP: VISCOP is an educational program for blind/visually impaired adults but again, mostly seniors attend. They teach Braille, do crafts, and receive a hot meal. There is also singing and several special programs. They meet 3 times per week from the second week in September to the second week in June, at the church of the Nazarene in Pitman. Members are generally from the Woodbury, Glassboro and Williamstown areas. There are approximately 22 members, 10 of which attend regularly and the rest 1 or 2 times per week (membership fluctuates). Four times per year they have events requiring transportation on weekends or in the evening.

Transportation of blind/visually impaired seniors for the purpose of attaining entitlements or medical care may take priority over the socialization programs listed above at the request of the Blind and Visually Impaired Program, Office for the Disabled.

The service provider maintains handicapped and lift-equipped vehicles in order to accommodate persons with disabilities.

A daily vehicle inspection list is completed by each driver to ensure proper operation of brakes, lights, wipers, tires, etc.

The grantee will reach the low income and minority target populations by networking with other social service providers, through referrals from the Outreach Program and by advertising in locations with easy access for the target populations.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 035

SCOPE OF SERVICES

GRANTEE: Division of Transportation Services

PROJECT TITLE: Transportation - Blind/Visually Impaired

POPULATION TO BE SERVED: Blind/Visually impaired residents of the county who are 60 years or older with a concerted effort to target the low income minority population in at least the same proportion as found in the population of older individuals of the area served by the provider

SERVICE AREA: Gloucester County with a concerted effort to serve areas with higher concentrations of low- income minority target population.

OBJECTIVE:
To provide county- wide transportation services for blind/visually impaired seniors age 60 or older for the purpose of attaining entitlements, services, medical care, or for socialization.

SERVICE DEFINITION: **SERVICE TAXONOMY:** 106

~~Conveyance of older persons to and/or from community facilities and resources for the purpose of acquiring or receiving available services, benefits or entitlements.~~

AMOUNT: \$ 11,600

UNITS OF SERVICE: 663 (unit = each one way trip)

CLIENT COUNT: 24

UNIT COST: \$ 17.50

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 035

	CASH	IN-KIND	TOTAL
Personnel	11,500.	-0-	11,500.
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	100	-0-	100
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET COST	11,600	-0-	11,600
<u>LESS:</u>		Client Income	100
		USDA	-0-
		NET BUDGETED COST	\$ 11,500

III B	\$ 11,500	100.00%
State Share	-0-	-0-%
State HDM Share	-0-	-0-%
Local Share	-0-	-0-%
Client Income	100	-0-%
TOTAL	\$ 11,600	100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO AGREEMENT NUMBER 035

METHOD OF MONITORING AND REPORTS REQUIRED

REPORTS

REPORTS, BOTH PROGRAMMATIC AND FISCAL, ARE DUE ON A MONTHLY AND QUARTERLY BASIS AS NEEDED AND ARE DUE FIVE WORKING DAYS AFTER THE FIRST OF EACH MONTH. ALL PROGRAM COORDINATORS ARE TO GIVE A QUARTERLY NARRATIVE REPORT ON THE PROGRESS OF THE PROGRAM.

MONITORING:

THERE WILL BE ONE DOCUMENTED FORMAL MONITORING VISIT EACH YEAR FOR PROGRAMMATIC EVALUATION AND ONE FOR FISCAL ACCOUNTABILITY.

MEETINGS:

THERE WILL BE FOUR MANDATORY MEETINGS FOR SERVICE PROVIDERS DURING THE CONTRACT YEAR.

CLIENT SURVEY:

ALL PROGRAM COORDINATORS ARE TO SURVEY PERSONS WHO HAVE BEEN BENEFICIARIES OR RECIPIENTS OF SERVICES IN ORDER TO GAIN INFORMATION ON THE PROBLEMS OF THE POPULATION, AS WELL AS THEIR SATISFACTION WITH THE SERVICES RECEIVED. COMPLETED SURVEYS AND SUMMARIZATION OF FINDINGS MUST BE FORWARDED TO THE OFFICE ON AGING ANNUALLY.

CLIENT CONTRIBUTIONS.

UNDER TITLE III OF THE OLDER AMERICANS ACT EACH CLIENT MUST BE GIVEN AN OPPORTUNITY TO CONTRIBUTE TO THE SERVICE BEING PROVIDED. ALL CONTRIBUTIONS MUST BE ACCOUNTED FOR AND MUST BE USED BY THE SERVICE PROVIDER FOR THE EXPANSION OF THE SERVICE.

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE AAA AGREES TO INCLUDE THE FOLLOWING REQUIREMENTS IN ALL SUB-CONTRACTS, INTER-AGENCY AND INTRA-AGENCY AGREEMENTS WITH ALL PARTIES UTILIZING AREA PLAN FUNDING UNDER THIS CONTRACT:

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND POLICIES.

2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER THAT WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THE FOLLOWING CONDITIONS SHALL APPLY:
 - a) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;
 - b) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND
 - c) FUNDS PROVIDED UNDER THIS AGREEMENT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED NOW, OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.
3. **PURSUANT TO SECTION 306(A)(4)(A)(II)(I) OF THE OLDER AMERICAN ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(I), THE PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.**
4. **PURSUANT TO SECTION 306(A)(4)(A)(II)(II), OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(II), THE PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.**
5. **PURSUANT TO SECTION 306(A)(4)(A)(II)(III), OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(III), THE PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.**
6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS RECEIVED OR EXPENDED BY SUCH AGENCY TO PROVIDE SERVICES TO OLDER INDIVIDUALS SHALL BE DISCLOSED TO DOAS OR THE COMMISSIONER FOR THE DEPARTMENT OF HUMAN SERVICES UPON REQUEST.
7. FOR AAAS PROVIDING NAPIS REGISTERED SERVICES, THE FOLLOWING SUBCONTRACT LANGUAGE SHALL BE REQUIRED TO RECEIVE FUNDING THROUGH THE AREA PLAN CONTRACT.
 - a. PROVIDER AGENCY SHALL USE SAMS FOR ALL AREA PLAN CONTRACT DATA REPORTING AND CLIENT TRACKING AS DIRECTED BY THE AAA.
 - b. IF APPLICABLE, AN ADRC PARTNER SHALL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, RECORDING

**SERVICE DELIVERY AND CLIENT CHARACTERISTICS, AND
MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.**

- c. SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS.
- d. ALL PROVIDER AGENCIES, SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL NOTIFY THE AAA, NO LATER THAN THE END OF THE NEXT WORKING DAY, WHEN A SAMS USER NO LONGER REQUIRES ACCESS TO SAMS TO CONDUCT BUSINESS FOR AREA PLAN CONTRACT PURPOSES, SUCH AS WHEN THE USER HAS BEEN REASSIGNED JOB FUNCTIONS, SEPARATES FROM EMPLOYMENT OR CEASES PROVIDING SERVICES.

****NOTE: IF THE SUB GRANTEE IS NOT GOING TO ENTER DATA INTO SAMS IT IS THE RESPONSIBILITY OF THE AAA TO ENTER ALL SUB GRANTEE DATA INTO THE SAMS DATABASE.***

8. IN ADDITION TO ANY APPLICABLE HIPAA REQUIREMENTS, IF REQUIRED BY LAW OR REQUESTED BY DOAS, THE SUB-GRANTEE OR THIRD PARTY, OR INDIVIDUALS WORKING FOR OR WITH A SUB-GRANTEE OR THIRD PARTY, SHALL MAINTAIN THE CONFIDENTIALITY OF EACH PARTICIPANT'S PERSONAL AND CONFIDENTIAL INFORMATION AND SHALL NOT DISCLOSE SUCH INFORMATION EXCEPT WHERE DISCLOSURE IS CONSISTENT WITH APPLICABLE LAW AND DOAS REQUIREMENTS AND POLICIES, AND THE DISCLOSURE IS MADE TO THE PARTICIPANT; TO THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY UPON THE INFORMED WRITTEN CONSENT OF THE PARTICIPANT OR THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY PURSUANT TO A COURT ORDER; OR IF DISCLOSURE IS MADE FOR PROGRAM MONITORING BY AUTHORIZED FEDERAL, STATE OR LOCAL MONITORING AGENCIES.
9. EACH SUB-GRANTEE SHALL HAVE A BUSINESS CONTINUITY PLAN THAT WILL BE ACTIVATED IN THE EVENT OF AN EMERGENCY. THE PLAN SHALL ADDRESS WAYS IN WHICH CRITICAL SERVICES ARE MAINTAINED FOR THE PARTICIPANT AND A DESCRIPTION OF THE METHODS FOR COMMUNICATING ABOUT SERVICE CONTINUATION.
10. EACH SUB-GRANTEE SHALL UTILIZE ITS AAA'S GRIEVANCE, RECORD RETENTION AND CLIENT CONTRIBUTION POLICIES.
11. EACH SUB-GRANTEE SHALL REQUIRE ITS WORKERS TO COMPLETE GRANT ALLOCATION TIMESHEETS FOR PERSONNEL ALLOCATION PURPOSES.
12. PROVIDERS ARE REQUIRED TO MAINTAIN SIGNED CONFIDENTIALITY AGREEMENTS FOR SAMS USERS FOR THE LENGTH OF THE CONTRACT AND TO MAKE THESE SIGNED DOCUMENTS AVAILABLE FOR REVIEW BY THE MA UPON REQUEST.

GLOUCESTER COUNTY IS AN AGING AND DISABILITY RESOURCE CONNECTION (ADRC), A SINGLE POINT OF ENTRY INTO THE LONG TERM CARE SYSTEM FOR OLDER ADULTS AND PEOPLE WITH DISABILITIES. SOMETIMES REFERRED TO AS ONE-STOP OR NO WRONG DOOR, SERVICE PROVIDERS WITHIN THE AREA PLAN CONTRACT ARE TO REFER CONSUMERS AND THEIR FAMILIES TO THE ADRC. INFORMATION, ADVICE, OPTIONS COUNSELING AND OTHER SERVICES WILL BE PROVIDED TO HELP CONSUMERS OF ALL INCOMES TO MAKE INFORMED DECISIONS ABOUT BOTH PUBLIC AND PRIVATE LONG TERM SUPPORTS AND SERVICES.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT
NUMBERED 035 CONSISTS OF 10 PAGES NUMBERED
CONSEQUENTLY.

GRANTEE Gloucester County Division of Human and Disability Services

Division of Transportation Services

115 Budd Boulevard, West Deptford, N.J. 08096

BY: *Lisa A. Cray* Date 11/21/17

TITLE: Division Director

FUNDING AGENCY

AREA AGENCY ON AGING: GLOUCESTER COUNTY DIVISION OF SENIOR SERVICES.

BY: *Laura Stivelle* Date 11/30/2017

TITLE: Executive Director

GRANTOR:

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ Date _____

NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

Laurie J. Burns,
Clerk of the Board

THIS AGREEMENT dated this _____ day of _____, _____.

2/21/18

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

GLOUCESTER COUNTY DIVISION OF SENIOR SERVICES
(Area Agency on Aging)

INTER-AGENCY/DEPARTMENTAL AGREEMENT

AGREEMENT NUMBER 060 DATE 1/1/2018

APPROPRIATION CODE _____

PROJECT ESCORTED TRANSPORTATION

GRANTEE Gloucester County Division of Human and Disability Services

Division of Transportation Services

115 Budd Boulevard, West Deptford, N.J. 08096

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

GLOUCESTER COUNTY DIVISION OF SENIOR SERVICES

(Area Agency on Aging)

INTER-AGENCY/DEPARTMENTAL AGREEMENT
GENERAL PROVISIONS

The Gloucester County Division of Senior Services (Area Agency on Aging)
and the

GLOUCESTER COUNTY DIVISION OF HUMAN AND DISABILITY
SERVICES

DIVISION OF TRANSPORTATION SERVICES

agree to the terms outlined within the "Scope of Services-Attachment A, the "Approved Budget-Attachment B", the "Method of Monitoring, and Reports Required-Attachment C", and the following:

The program shall be administered in accordance and consistent with the Code of Federal Regulations, Administration of Grants, Title 45, Part 74.

The program must give preference to those with greatest economic or social need. Service providers may use methods such as locations of services and specialization in the types of services most needed by these groups to meet this requirement. No service provider may use a means test.

Each client must be given an opportunity to contribute to the service being provided. All contributions must be accounted for and must be used by the service provider for the expansion of the service.

Any books, reports, pamphlets, papers or articles receiving support under Title III must contain an acknowledgement of that support.

A sign shall be displayed in all facilities used by, or in conjunction with, the program stating that the program is funded by Title III of the Older Americans Act, as amended, through a grant by the State of New Jersey Department of Human Services.

The budget in this agreement means the approved financial plan to carry out the purpose of the agreement. This plan is the financial expression of the program as approved during the budget application.

The program agrees to produce programmatic and fiscal reports to the Division of Senior Services within the required time frame. It is understood that submission of programmatic and fiscal reports are required as a prerequisite of continued funding.

The Division of Senior Services may request changes, which are mutually agreed upon, in the "Scope of Services-Attachment A" to be performed hereunder. Revisions and modifications of this contract may be requested by the project and approved by the Division of Senior Services in writing. The program shall inform the Division of Senior Services of any conditions which affect the program objectives as soon as they become known.

The Division of Senior Services shall monitor the program to assure that the "Scope of Services-Attachment A" is being satisfactorily met. This monitoring may include unannounced visitation, inspections and audits. The program agrees to make available to the Division of Senior Services any pertinent accounting records, books, documents or papers as may be necessary to monitor and audit the program's operations.

Funding for the program for the duration of the agreement period is contingent upon continued funding of the Division of Senior Services from federal, state, and local sources, and is subject to termination if the Division of Senior Services loses funding from these sources.

The program may incur costs only during the period set forth below as the term of the agreement. Expenditures made before or after these dates shall be disallowed. Funds obligated but not disbursed at the end of this contract period shall be liquidated as soon as possible after the close of the contract period. Within 30 days after completion of final audits, all unexpended funds shall be returned to the county Division of Senior Services.

This agreement shall be effective as of the 1st day of **January, 2018** and shall terminate no later than the 31st day of **December, 2018**.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 060

SCOPE OF SERVICES

County wide escorted transportation services will be provided for seniors age 60 or older to enable them to utilize community facilities and services, such as banks, stores, medical resources, and other necessary destinations which they are unable to access due to transportation and/or health barriers.

Escorted transportation will be made available to meet two therapy-related transportation needs of frail/disabled-targeted population. Specifically, 61 elderly individuals requiring transportation service to dialysis treatments and physical therapy following hip or knee replacement surgery will be targeted to receive 1,727 units of service.

The grantee will reach the low income and minority target populations by networking with other social service providers, through referrals from the Outreach Program and by advertising in locations convenient and easily accessed by the target populations. Many frail or disabled clients will be referred by or through doctors, hospitals or other medical sources.

The service provider maintains handicapped and lift-equipped vehicles in order to accommodate persons with disabilities. A daily vehicle inspection list is completed by each driver to ensure proper operation of brakes, lights, wipers, tires, etc.

The service provider will dedicate \$500.00 within this contract to support the RAPID RIDE program. RAPID RIDE is a service to address the immediate or short notice transportation needs of transit-dependent senior citizens. ~~Service will be provided to~~ eligible residents for non-emergency medical needs. No more than four (4) rides will be provided to any one individual with RAPID RIDE funds during a calendar year. Service will only be to areas currently served by Special Transportation Services. All residents will be encouraged to use STS and other viable transportation resources prior to recommending the use of RAPID RIDE funds.

Provider shall develop and maintain a written grievance procedure that assures any beneficiary aggrieved by Provider's denial of services, or with the quality of services furnished by Provider, with an adequate opportunity to resolve the grievance. Provider shall advise all beneficiaries of the existence of the grievance procedure and shall make a copy of the grievance procedure available upon request.

A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THE GRIEVANCE POLICY AND PROCEDURES.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 060

	CASH	IN-KIND	TOTAL
Personnel	30,025.00	-0-	30,025.00
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	100.00	-0-	100.00
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET			
COST	\$30,125.00	-0-	\$30,125.00
LESS:			
		Client Income	\$100
		USDA	-0-
		NET BUDGETED	
		COST	\$ 30,025.00

Title IIIB	-0-	-0-%
SHTP	27,075.	90%
State HDM Share	-0-	-0-%
Local Share	-0-	-0-
Local Public	2,950.	10%
Client Income	\$100.	-0-%
TOTAL	\$ 30,125.	100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO AGREEMENT NUMBER 060

METHOD OF MONITORING AND REPORTS REQUIRED

REPORTS

REPORTS, BOTH PROGRAMMATIC AND FISCAL, ARE DUE ON A MONTHLY AND QUARTERLY BASIS AS NEEDED AND ARE DUE FIVE WORKING DAYS AFTER THE FIRST OF EACH MONTH. ALL PROGRAM COORDINATORS ARE TO GIVE A QUARTERLY NARRATIVE REPORT ON THE PROGRESS OF THE PROGRAM.

MONITORING:

THERE WILL BE ONE DOCUMENTED FORMAL MONITORING VISIT EACH YEAR FOR PROGRAMMATIC EVALUATION AND ONE FOR FISCAL ACCOUNTABILITY.

MEETINGS:

THERE WILL BE FOUR MANDATORY MEETINGS FOR SERVICE PROVIDERS DURING THE CONTRACT YEAR.

CLIENT SURVEY:

ALL PROGRAM COORDINATORS ARE TO SURVEY PERSONS WHO HAVE BEEN BENEFICIARIES OR RECIPIENTS OF SERVICES IN ORDER TO GAIN INFORMATION ON THE PROBLEMS OF THE POPULATION, AS WELL AS THEIR SATISFACTION WITH THE SERVICES RECEIVED. COMPLETED SURVEYS AND SUMMARIZATION OF FINDINGS MUST BE FORWARDED TO THE OFFICE ON AGING ANNUALLY.

CLIENT CONTRIBUTIONS.

UNDER TITLE III OF THE OLDER AMERICANS ACT EACH CLIENT MUST BE GIVEN AN OPPORTUNITY TO CONTRIBUTE TO THE SERVICE BEING PROVIDED. ALL CONTRIBUTIONS MUST BE ACCOUNTED FOR AND MUST BE USED BY THE SERVICE PROVIDER FOR THE EXPANSION OF THE SERVICE.

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE AAA AGREES TO INCLUDE THE FOLLOWING REQUIREMENTS IN ALL SUB-CONTRACTS, INTER-AGENCY AND INTRA-AGENCY AGREEMENTS WITH ALL PARTIES UTILIZING AREA PLAN FUNDING UNDER THIS CONTRACT:

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND POLICIES.

2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER THAT WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THE FOLLOWING CONDITIONS SHALL APPLY:
 - a) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;
 - b) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND
 - c) FUNDS PROVIDED UNDER THIS AGREEMENT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED NOW, OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.

3. **PURSUANT TO SECTION 306(A)(4)(A)(II)(I) OF THE OLDER AMERICAN ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(I), THE PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.**

4. **PURSUANT TO SECTION 306(A)(4)(A)(II)(II), OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(II), THE PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.**

5. **PURSUANT TO SECTION 306(A)(4)(A)(II)(III), OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(III), THE PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.**

6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS RECEIVED OR EXPENDED BY SUCH AGENCY TO PROVIDE SERVICES TO OLDER INDIVIDUALS SHALL BE DISCLOSED TO DOAS OR THE COMMISSIONER FOR THE DEPARTMENT OF HUMAN SERVICES UPON REQUEST.

7. FOR AAAS PROVIDING NAPIS REGISTERED SERVICES, THE FOLLOWING SUBCONTRACT LANGUAGE SHALL BE REQUIRED TO RECEIVE FUNDING THROUGH THE AREA PLAN CONTRACT.
 - a. PROVIDER AGENCY SHALL USE SAMS FOR ALL AREA PLAN CONTRACT DATA REPORTING AND CLIENT TRACKING AS DIRECTED BY THE AAA.
 - b. IF APPLICABLE, AN ADRC PARTNER SHALL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, **RECORDING**

**SERVICE DELIVERY AND CLIENT CHARACTERISTICS, AND
MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.**

- c. SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS.
- d. ALL PROVIDER AGENCIES, SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL NOTIFY THE AAA, NO LATER THAN THE END OF THE NEXT WORKING DAY, WHEN A SAMS USER NO LONGER REQUIRES ACCESS TO SAMS TO CONDUCT BUSINESS FOR AREA PLAN CONTRACT PURPOSES, SUCH AS WHEN THE USER HAS BEEN REASSIGNED JOB FUNCTIONS, SEPARATES FROM EMPLOYMENT OR CEASES PROVIDING SERVICES.

***NOTE: IF THE SUB GRANTEE IS NOT GOING TO ENTER DATA INTO SAMS IT IS THE RESPONSIBILITY OF THE AAA TO ENTER ALL SUB GRANTEE DATA INTO THE SAMS DATABASE.**

8. IN ADDITION TO ANY APPLICABLE HIPAA REQUIREMENTS, IF REQUIRED BY LAW OR REQUESTED BY DOAS, THE SUB-GRANTEE OR THIRD PARTY, OR INDIVIDUALS WORKING FOR OR WITH A SUB-GRANTEE OR THIRD PARTY, SHALL MAINTAIN THE CONFIDENTIALITY OF EACH PARTICIPANT'S PERSONAL AND CONFIDENTIAL INFORMATION AND SHALL NOT DISCLOSE SUCH INFORMATION EXCEPT WHERE DISCLOSURE IS CONSISTENT WITH APPLICABLE LAW AND DOAS REQUIREMENTS AND POLICIES, AND THE DISCLOSURE IS MADE TO THE PARTICIPANT; TO THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY UPON THE INFORMED WRITTEN CONSENT OF THE PARTICIPANT OR THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY PURSUANT TO A COURT ORDER; OR IF DISCLOSURE IS MADE FOR PROGRAM MONITORING BY AUTHORIZED FEDERAL, STATE OR LOCAL MONITORING AGENCIES.
9. EACH SUB-GRANTEE SHALL HAVE A BUSINESS CONTINUITY PLAN THAT WILL BE ACTIVATED IN THE EVENT OF AN EMERGENCY. THE PLAN SHALL ADDRESS WAYS IN WHICH CRITICAL SERVICES ARE MAINTAINED FOR THE PARTICIPANT AND A DESCRIPTION OF THE METHODS FOR COMMUNICATING ABOUT SERVICE CONTINUATION.

10. EACH SUB-GRANTEE SHALL UTILIZE ITS AAA'S GRIEVANCE, RECORD RETENTION AND CLIENT CONTRIBUTION POLICIES.

11. EACH SUB-GRANTEE SHALL REQUIRE ITS WORKERS TO COMPLETE GRANT ALLOCATION TIMESHEETS FOR PERSONNEL ALLOCATION PURPOSES.

12. PROVIDERS ARE REQUIRED TO MAINTAIN SIGNED CONFIDENTIALITY AGREEMENTS FOR SAMS USERS FOR THE LENGTH OF THE CONTRACT AND TO MAKE THESE SIGNED DOCUMENTS AVAILABLE FOR REVIEW BY THE MA UPON REQUEST.

GLOUCESTER COUNTY IS AN AGING AND DISABILITY RESOURCE CONNECTION (ADRC), A SINGLE POINT OF ENTRY INTO THE LONG TERM CARE SYSTEM FOR OLDER ADULTS AND PEOPLE WITH DISABILITIES. SOMETIMES REFERRED TO AS ONE-STOP OR NO WRONG DOOR, SERVICE PROVIDERS WITHIN THE AREA PLAN CONTRACT ARE TO REFER CONSUMERS AND THEIR FAMILIES TO THE ADRC. INFORMATION, ADVICE, OPTIONS COUNSELING AND OTHER SERVICES WILL BE PROVIDED TO HELP CONSUMERS OF ALL INCOMES TO MAKE INFORMED DECISIONS ABOUT BOTH PUBLIC AND PRIVATE LONG TERM SUPPORTS AND SERVICES.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT
NUMBERED 060 CONSISTS OF 10 PAGES NUMBERED
CONSEQUENTLY.

GRANTEE Gloucester County Division of Human and Disability Services

Division of Transportation Services

115 Budd Boulevard, West Deptford, N.J. 08096

BY: [Signature] Date 11/21/17

TITLE: Division Director

FUNDING AGENCY

AREA AGENCY ON AGING: GLOUCESTER COUNTY DIVISION OF SENIOR SERVICES.

BY: [Signature] Date 11/30/2017

TITLE: Executive Director

GRANTOR:

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ Date _____

NAME: Robert M. Damming

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

Laurie J. Burns, Clerk of the Board

THIS AGREEMENT dated this _____ day of _____, _____.

2/21/18

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

GLOUCESTER COUNTY DIVISION OF SENIOR SERVICES

(Area Agency on Aging)

INTER-AGENCY/DEPARTMENTAL AGREEMENT

AGREEMENT NUMBER 008 DATE 1/1/2018

APPROPRIATION CODE _____

PROJECT: PHYSICAL ACTIVITY, WALKING EXERCISE PROGRAM

GRANTEE Gloucester County Division of Health

204 East Holly Ave

Sewell, NJ 08080

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

GLOUCESTER COUNTY DIVISION OF SENIOR SERVICES

(Area Agency on Aging)

**INTER-AGENCY/DEPARTMENTAL AGREEMENT
GENERAL PROVISIONS**

**The Gloucester County Division of Senior Services (Area Agency on Aging)
and the**

GLOUCESTER COUNTY DIVISION OF HEALTH

agree to the terms outlined within the "Scope of Services-Attachment A, the "Approved Budget-Attachment B", the "Method of Monitoring, and Reports Required-Attachment C", and the following:

The program shall be administered in accordance and consistent with the Code of Federal Regulations, Administration of Grants, Title 45, Part 74.

The program must give preference to those with greatest economic or social need. Service providers may use methods such as locations of services and specialization in the types of services most needed by these groups to meet this requirement. No service provider may use a means test.

Each client must be given an opportunity to contribute to the service being provided. All contributions must be accounted for and must be used by the service provider for the expansion of the service.

Any books, reports, pamphlets, papers or articles receiving support under Title III must contain an acknowledgement of that support.

A sign shall be displayed in all facilities used by, or in conjunction with, the program stating that the program is funded by Title III of the Older Americans Act, as amended, through a grant by the State of New Jersey Department of Human Services.

The budget in this agreement means the approved financial plan to carry out the purpose of the agreement. This plan is the financial expression of the program as approved during the budget application.

The program agrees to produce programmatic and fiscal reports to the Division of Senior Services within the required time frame. It is understood that submission of programmatic and fiscal reports are required as a prerequisite of continued funding.

The Division of Senior Services may request changes, which are mutually agreed upon, in the "Scope of Services-Attachment A" to be performed hereunder. Revisions and modifications of this contract may be requested by the project and approved by the Division of Senior Services in writing. The program shall inform the Division of Senior Services of any conditions, which affect the program objectives as soon as they become known.

The Division of Senior Services shall monitor the program to assure that the "Scope of Services-Attachment A" is being satisfactorily met. This monitoring may include unannounced visitation, inspections and audits. The program agrees to make available to the Division of Senior Services any pertinent accounting records, books, documents or papers as may be necessary to monitor and audit the program's operations.

Provider shall develop and maintain a written grievance procedure that assures any beneficiary aggrieved by Provider's denial of services, or with the quality of services furnished by Provider, with an adequate opportunity to resolve the grievance. Provider shall advise all beneficiaries of the existence of the grievance procedure and shall make a copy of the grievance procedure available upon request.

A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THE GRIEVANCE POLICY AND PROCEDURES.

Funding for the program for the duration of the agreement period is contingent upon continued funding of the Division of Senior Services from federal, state, and local sources, and is subject to termination if the Division of Senior Services loses funding from these sources.

The program may incur costs only during the period set forth below as the term of the agreement. Expenditures made before or after these dates shall be disallowed. Funds obligated but not disbursed at the end of this contract period shall be liquidated as soon as possible after the close of the contract period. Within 30 days after completion of final audits, all unexpended funds shall be returned to the county Division of Senior Services.

This agreement shall be effective as of the 1st day of **January, 2018** and shall terminate no later than the 31st day of **December, 2018**.

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 008
SCOPE OF SERVICES

The Service Provider will provide a Physical Health Awareness Walking Exercise Program. The overall goal of the **Physical Health Walking Exercise Program** is to implement an awareness and education program to assist senior residents at managing Arthritis and to provide a low-impact walking exercise program at each one of the six Senior Nutrition Site locations, and other sites throughout Gloucester County. The programs will target seniors with Arthritis and related diseases and provide education in managing the symptoms associated with these diseases.

PHYSICAL HEALTH WALKING EXERCISE PROGRAM 2018

Scope of Services

1) **Definition of Service**

Gloucester County Division of Health and Human Services is a service agency under the auspices of the County Board of Chosen Freeholders. By contract with municipal boards of health, the department provides a broad range of personal, consumer and environmental health services to all residents of Gloucester County. Many of these services focus upon protecting persons from health threats and assisting residents to adopt safe and healthful lifestyles.

The Division of Health has been in operation since 1968 and is located in Washington Township. There are about 49 employees working either in personal or environmental health services.

The project will provide a low impact exercise program for people with arthritis and related reduced mobility, utilizing Yoga with walking exercise to promote the overall wellness of the client. This style includes agile steps and exercises that may improve mobility, breathing and relaxation. The movements do not require deep bending or squatting, which makes it easier and more comfortable to learn. The program itself consists of 12 movements-6 basic and 6 advanced- a warm up and a cool down. Once becoming familiar with the 12 movements, the program is designed to provide continual challenge by reversing the direction of the movements. This program provides senior with gained balance, strength, and flexibility.

2) **Proposed Magnitude and Anticipated Scheduling of Service Delivery**

The anticipated number of clients to be served will be a minimum of 60. The program will be provided for 2 hours a week. Followed by 6 month period in which there is no

organized classes. This will be at a specified location that could house the program in a safe manner.

If we were not able to receive the funding for this project we would have to eliminate some key parts of the proposal, for example, providing informational material and incentive gifts. In addition, the cost to certify our employee would be unattainable.

3) Anticipated Method and Location of Service Delivery

All services will be delivered in Gloucester County, only by Gloucester County service providers.

4) Minimum Personnel Qualifications and Staffing Patterns

The Division of Health and Human Services will designate a Project Coordinator. The coordinator will be certified and have the educational background/experience to lead this project. The project coordinator will be a certified Yoga Instructor through the International Fitness Professionals Association.

The Division of Health and Human Services has also successfully completed a previous Physical Health – such as Fibromyalgia Self-Help and the Arthritis Self-Help Programs, Walking Exercise Programs and the Arthritis Exercise Program. All of these programs have been funded through the Division of Senior Services for Gloucester County residents.

Objectives of the Physical Activity Walking Exercise program

- Participants will receive basic information heart disease, stroke, blood pressure, cancer and arthritis.
- To provide participants with an opportunity for observation of/and practice of Walking Exercise Program approved exercises.
- To provide participants with a discussion on fatigue/energy conservation.
- ~~To provide participants with an understanding of the importance of posture/body mechanics and mobility, breathing and relaxation.~~
- To provide participants with an opportunity to learn stress management skills through relaxation exercises lead by the Health Educator Fitness Professional.

Poor health is not a foregone consequence of aging. An active lifestyle is a key component to successful aging, one-third of older adults are inactive (2). Based on information provided by the National Council on Aging, “Physical activity can help even frail older adults prolong their independence and improve their quality of life”. Clinical research has proven unequivocally that those individuals that are physically active can reduce their risk of heart disease, high blood pressure, high cholesterol, chronic lung disease, diabetes, osteoporosis, obesity and overweight and arthritis (1).

Regular physical activity can also benefit individuals with depression and anxiety. It may also reduce the risk of cognitive decline in older adults (1).

References

1. United States Department of Health and Human Services. *Physical Activity and Health: A report of the Surgeon General*. United States Department of Health and Human Services, Center for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, 1996.
2. United States Department of Health and Human Services. *Leisure-time Physical Activity among older adults: United States, 1997-98*. United States Department of Health and Human Services, Center for Disease Control and Prevention, National Center for Health Statistics, 2002.

Information regarding Arthritis and physical activity

The prevalence of adults with arthritis-attributable activity limitation ranges from 6.3% to 16.7% (state median: 9.9%). These high rates of arthritis-attributable activity limitation are projected to increase with the aging of the population. Arthritis-attributable activity limitation can be prevented or reduced in many persons. In fact, both aerobic and strengthening exercises can improve physical function and increase ability and confidence at performing daily activities. Studies have shown that people with arthritis can safely participate in exercise programs to improve their cardiovascular fitness, muscular strength, psychological outlook and physical function.

**COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 008
SCOPE OF SERVICES**

GRANTEE: Gloucester County Division of Health

PROJECT TITLE: Physical Health- Walking Exercise Program

POPULATION TO BE SERVED: Walking Exercise Program for residents of the county who are 60 years of age or older, with a concerted effort to target the low income minority population in at least the same proportion as found in the population of older individuals of the area served by the provider.

Walking Exercise Program	60 total clients
	12 clients minority- low income (20% of 60)
	15 clients disabled (25% of 60)
	42 clients frail and vulnerable (70% of 60)

SERVICE AREA: all of Gloucester County with a concerted effort to serve areas that are easily accessed by the targeted population. All services will be delivered in Gloucester County, at the Gloucester County Nutrition Sites, and only by Gloucester County service providers.

Targeting Requirements

The anticipated target group is low-income, older adults with signs, symptoms or diagnosis of arthritis. ~~Many of the citizens are frail, disabled and minority low income.~~
The program also targets those with limited mobility as exercises may be performed from a seated or standing position.

Minimum Personnel Qualifications and Staffing Patterns

The Division of Health and Human Services will designate a Project Coordinator. The coordinator will have both the educational background and experience to lead this project. The project coordinator will have been thoroughly trained through the International Fitness Professionals Association. The Division of Health and Human Services has successfully completed previous programs such as *Healthy Bones Osteoporosis Course, Fibromyalgia Self-Help and the Arthritis Self-Help Programs, and Walking Exercise Programs* funded through the Division of Senior Services, for Gloucester County residents.

The overall goal of the **Walking Exercise Program** is to improve the quality of life for those affected by arthritis/ joint mobility challenges. This will be achieved through the implementation of two self-help exercise programs to a minimum of 60 (total) senior residents at two of the six senior Nutrition Sites (Paulsboro and Glassboro).

The programs offered to the residents will consist of six (6), one (1) hour sessions, giving each participant very specialized attention. Participant will learn stretches and exercises according to their ability level following the guidance of the Exercise Leader.

Each participant will receive an exercise kit. The \$25.00 (\$25 x 60 = \$1500) cost for each kit will be provided by the project. Each kit will contain therapy band, exercise scarf, soft one- pound weight set and water bottle depending on ability level.

Goal

The goals of the Arthritis Exercise Program are to provide Gloucester County Senior Residents with an arthritis program that will decrease pain levels and increase mobility and function caused by arthritis.

Objectives

- Participants will receive basic information arthritis.
- Participants will learn proper exercise techniques in a safe manner according to the Arthritis Exercise's curriculum.
- Participants will learn about the rationale for exercise according to the Arthritis Exercise's curriculum.
- To provide participants with an opportunity for observation of/and practice of approved exercises.
- To provide participants with a discussion on fatigue/energy conservation.
- To provide participants with an understanding of the importance of posture/body mechanics.
- To provide participants with an opportunity to learn stress management skills through relaxation exercises lead by the program instructor.

Evaluation

The Walking Exercise program participants will complete a pre and post questionnaire to evaluate their arthritis/ joint mobility pain perceptions and their knowledge. Success of this program shall be demonstrated by a decrease in pain perception and an increase in knowledge, and quality of life.

SERVICE DEFINITION:

SERVICE TAXONOMY: 330

(330) (B) Physical Health Arthritis Walking Exercise Program: to promote health and physical activity in older adults, afflicted with arthritis, through exercise.

AMOUNT: \$4,220.00 (B)

UNITS OF SERVICE: 60

CLIENT COUNT: 60

UNIT COST: \$70.33

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 008
Title III B Funding Budget Walking Exercise Program

	CASH	IN-KIND	TOTAL
Personnel	2,060	-0-	2,060
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	2,160	-0-	2,160
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET			
COST	\$2,160	\$2,060	\$4,220
LESS:		Client Income	100
		USDA	-0-
		NET BUDGETED	
		COST	\$4,120

III B	\$2,060	49%
III D	-0-	-0-
State HDM Share	-0-	-0-%
Local Public	\$2,060	49%
Client Income	\$100	2%
TOTAL	\$ 4,220	100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO AGREEMENT NUMBER 008

METHOD OF MONITORING AND REPORTS REQUIRED

REPORTS

REPORTS, BOTH PROGRAMMATIC AND FISCAL, ARE DUE ON A MONTHLY AND QUARTERLY BASIS AS NEEDED AND ARE DUE FIVE WORKING DAYS AFTER THE FIRST OF EACH MONTH. ALL PROGRAM COORDINATORS ARE TO GIVE A QUARTERLY NARRATIVE REPORT ON THE PROGRESS OF THE PROGRAM.

MONITORING:

THERE WILL BE ONE DOCUMENTED FORMAL MONITORING VISIT EACH YEAR FOR PROGRAMMATIC EVALUATION AND ONE FOR FISCAL ACCOUNTABILITY.

MEETINGS:

THERE WILL BE FOUR MANDATORY MEETINGS FOR SERVICE PROVIDERS DURING THE CONTRACT YEAR.

CLIENT SURVEY:

ALL PROGRAM COORDINATORS ARE TO SURVEY PERSONS WHO HAVE BEEN BENEFICIARIES OR RECIPIENTS OF SERVICES IN ORDER TO GAIN INFORMATION ON THE PROBLEMS OF THE POPULATION, AS WELL AS THEIR SATISFACTION WITH THE SERVICES RECEIVED. COMPLETED SURVEYS AND SUMMARIZATION OF FINDINGS MUST BE FORWARDED TO THE OFFICE ON AGING ANNUALLY.

CLIENT CONTRIBUTIONS.

UNDER TITLE III OF THE OLDER AMERICANS ACT EACH CLIENT MUST BE GIVEN AN OPPORTUNITY TO CONTRIBUTE TO THE SERVICE BEING PROVIDED. ALL CONTRIBUTIONS MUST BE ACCOUNTED FOR AND MUST BE USED BY THE SERVICE PROVIDER FOR THE EXPANSION OF THE SERVICE.

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE AAA AGREES TO INCLUDE THE FOLLOWING REQUIREMENTS IN ALL SUB-CONTRACTS, INTER-AGENCY AND INTRA-AGENCY AGREEMENTS WITH ALL PARTIES UTILIZING AREA PLAN FUNDING UNDER THIS CONTRACT:

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND POLICIES.

2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER THAT WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THE FOLLOWING CONDITIONS SHALL APPLY:
 - a) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;
 - b) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND
 - c) FUNDS PROVIDED UNDER THIS AGREEMENT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED NOW, OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.

3. **PURSUANT TO SECTION 306(A)(4)(A)(II)(I) OF THE OLDER AMERICAN ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(I), THE PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.**

4. **PURSUANT TO SECTION 306(A)(4)(A)(II)(II), OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(II), THE PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.**

5. ~~PURSUANT TO SECTION 306(A)(4)(A)(II)(III), OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(III), THE PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.~~

6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS RECEIVED OR EXPENDED BY SUCH AGENCY TO PROVIDE SERVICES TO OLDER INDIVIDUALS SHALL BE DISCLOSED TO DOAS OR THE COMMISSIONER FOR THE DEPARTMENT OF HUMAN SERVICES UPON REQUEST.

7. FOR AAAS PROVIDING NAPIS REGISTERED SERVICES, THE FOLLOWING SUBCONTRACT LANGUAGE SHALL BE REQUIRED TO RECEIVE FUNDING THROUGH THE AREA PLAN CONTRACT.
 - a. PROVIDER AGENCY SHALL USE SAMS FOR ALL AREA PLAN CONTRACT DATA REPORTING AND CLIENT TRACKING AS DIRECTED BY THE AAA.
 - b. IF APPLICABLE, AN ADRC PARTNER SHALL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, **RECORDING**

**SERVICE DELIVERY AND CLIENT CHARACTERISTICS, AND
MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.**

- c. SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS.
- d. ALL PROVIDER AGENCIES, SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL NOTIFY THE AAA, NO LATER THAN THE END OF THE NEXT WORKING DAY, WHEN A SAMS USER NO LONGER REQUIRES ACCESS TO SAMS TO CONDUCT BUSINESS FOR AREA PLAN CONTRACT PURPOSES, SUCH AS WHEN THE USER HAS BEEN REASSIGNED JOB FUNCTIONS, SEPARATES FROM EMPLOYMENT OR CEASES PROVIDING SERVICES.

***NOTE: IF THE SUB GRANTEE IS NOT GOING TO ENTER DATA INTO SAMS IT IS THE RESPONSIBILITY OF THE AAA TO ENTER ALL SUB GRANTEE DATA INTO THE SAMS DATABASE.**

8. IN ADDITION TO ANY APPLICABLE HIPAA REQUIREMENTS, IF REQUIRED BY LAW OR REQUESTED BY DOAS, THE SUB-GRANTEE OR THIRD PARTY, OR INDIVIDUALS WORKING FOR OR WITH A SUB-GRANTEE OR THIRD PARTY, SHALL MAINTAIN THE CONFIDENTIALITY OF EACH PARTICIPANT'S PERSONAL AND CONFIDENTIAL INFORMATION AND SHALL NOT DISCLOSE SUCH INFORMATION EXCEPT WHERE DISCLOSURE IS CONSISTENT WITH APPLICABLE LAW AND DOAS REQUIREMENTS AND POLICIES, AND THE DISCLOSURE IS MADE TO THE PARTICIPANT; TO THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY UPON THE INFORMED WRITTEN CONSENT OF THE PARTICIPANT OR THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY PURSUANT TO A COURT ORDER; OR IF DISCLOSURE IS MADE FOR PROGRAM MONITORING BY AUTHORIZED FEDERAL, STATE OR LOCAL MONITORING AGENCIES.
9. EACH SUB-GRANTEE SHALL HAVE A BUSINESS CONTINUITY PLAN THAT WILL BE ACTIVATED IN THE EVENT OF AN EMERGENCY. THE PLAN SHALL ADDRESS WAYS IN WHICH CRITICAL SERVICES ARE MAINTAINED FOR THE PARTICIPANT AND A DESCRIPTION OF THE METHODS FOR COMMUNICATING ABOUT SERVICE CONTINUATION.

10. EACH SUB-GRANTEE SHALL UTILIZE ITS AAA'S GRIEVANCE, RECORD RETENTION AND CLIENT CONTRIBUTION POLICIES.
11. EACH SUB-GRANTEE SHALL REQUIRE ITS WORKERS TO COMPLETE GRANT ALLOCATION TIMESHEETS FOR PERSONNEL ALLOCATION PURPOSES.
12. PROVIDERS ARE REQUIRED TO MAINTAIN SIGNED CONFIDENTIALITY AGREEMENTS FOR SAMS USERS FOR THE LENGTH OF THE CONTRACT AND TO MAKE THESE SIGNED DOCUMENTS AVAILABLE FOR REVIEW BY THE MA UPON REQUEST.

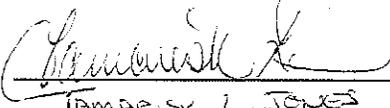
GLOUCESTER COUNTY IS AN AGING AND DISABILITY RESOURCE CONNECTION (ADRC), A SINGLE POINT OF ENTRY INTO THE LONG TERM CARE SYSTEM FOR OLDER ADULTS AND PEOPLE WITH DISABILITIES. SOMETIMES REFERRED TO AS ONE-STOP OR NO WRONG DOOR, SERVICE PROVIDERS WITHIN THE AREA PLAN CONTRACT ARE TO REFER CONSUMERS AND THEIR FAMILIES TO THE ADRC. INFORMATION, ADVICE, OPTIONS COUNSELING AND OTHER SERVICES WILL BE PROVIDED TO HELP CONSUMERS OF ALL INCOMES TO MAKE INFORMED DECISIONS ABOUT BOTH PUBLIC AND PRIVATE LONG TERM SUPPORTS AND SERVICES.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT
NUMBERED 008 CONSISTS OF 14 PAGES NUMBERED
CONSEQUENTLY.

GRANTEE Gloucester County Division of Health

204 East Holly Ave.

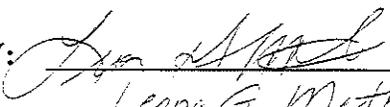
Sewell, NJ 08080

BY:  Date 11/24/2017
Tamares L. Jones
TITLE Director - Gloucester County Dept. of Health

STATE OF NEW JERSEY
NOTARY PUBLIC OF NEW JERSEY
ID # 00001442

Sworn to and subscribed
before me this
24 day of 11, 2017

FUNDING AGENCY
AREA AGENCY ON AGING: DEPARTMENT OF HEALTH & HUMAN
SERVICES, DIVISION OF SENIOR SERVICES.

BY:  Date 11/24/2017
Leona G. Mather
TITLE: Executive Director

GRANTOR:
COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ Date _____

NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

Laurie J. Burns,
Clerk of the Board

THIS AGREEMENT dated this _____ day of _____,

2/21/18

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GLOUCESTER COUNTY DIVISION OF SENIOR SERVICES
(Area Agency on Aging)

INTER-AGENCY/DEPARTMENTAL AGREEMENT

GRANT AGREEMENT NUMBER 009 DATE 1/1/2018

APPROPRIATION CODE _____

PROJECT SENIOR HEALTH CONNECTION

GRANTEE Gloucester County Department of Health and Human Services

204 East Holly Ave.

Sewell, NJ 08080

GRANT AGREEMENT PAGES 1 THROUGH 13

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

GLOUCESTER COUNTY DIVISION OF SENIOR SERVICES
(Area Agency on Aging)

INTER-AGENCY/DEPARTMENTAL AGREEMENT
GENERAL PROVISIONS

The Gloucester County Division of Senior Services (Area Agency on Aging)
and the

GLOUCESTER COUNTY DEPARTMENT OF HEALTH AND HUMAN
SERVICES

agree to the terms outlined within the "Scope of Services-Attachment A, the "Approved Budget-Attachment B", the "Method of Monitoring, and Reports Required-Attachment C", and the following:

The program shall be administered in accordance and consistent with the Code of Federal Regulations, Administration of Grants, Title 45, Part 74.

The program must give preference to those with greatest economic or social need. Service providers may use methods such as locations of services and specialization in the types of services most needed by these groups to meet this requirement. No service provider may use a means test.

Each client must be given an opportunity to contribute to the service being provided. All contributions must be accounted for and must be used by the service provider for the expansion of the service.

Any books, reports, pamphlets, papers or articles receiving support under Title III must contain an acknowledgement of that support.

A sign shall be displayed in all facilities used by, or in conjunction with, the program stating that the program is funded by Title III of the Older Americans Act, as amended, through a grant by the State of New Jersey Department of Human Services.

The budget in this agreement means the approved financial plan to carry out the purpose of the agreement. This plan is the financial expression of the program as approved during the budget application.

The program agrees to produce programmatic and fiscal reports to the Division of Senior Services within the required time frame. It is understood that submission of programmatic and fiscal reports are required as a prerequisite of continued funding.

The Division of Senior Services may request changes, which are mutually agreed upon, in the "Scope of Services-Attachment A" to be performed hereunder. Revisions and modifications of this contract may be requested by the project and approved by the Division of Senior Services in writing. The program shall inform the Division of Senior Services of any conditions, which affect the program objectives as soon as they become known.

The Division of Senior Services shall monitor the program to assure that the "Scope of Services-Attachment A" is being satisfactorily met. This monitoring may include unannounced visitation, inspections and audits. The program agrees to make available to the Division of Senior Services any pertinent accounting records, books, documents or papers as may be necessary to monitor and audit the program's operations.

Provider shall develop and maintain a written grievance procedure that assures any beneficiary aggrieved by Provider's denial of services, or with the quality of services furnished by Provider, with an adequate opportunity to resolve the grievance. Provider shall advise all beneficiaries of the existence of the grievance procedure and shall make a copy of the grievance procedure available upon request.

A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THE GRIEVANCE POLICY AND PROCEDURES.

Funding for the program for the duration of the agreement period is contingent upon continued funding of the Division of Senior Services from federal, state, and local sources, and is subject to termination if the Division of Senior Services loses funding from these sources.

The program may incur costs only during the period set forth below as the term of the agreement. Expenditures made before or after these dates shall be disallowed. Funds obligated but not disbursed at the end of this contract period shall be liquidated as soon as possible after the close of the contract period. Within 30 days after completion of final audits, all unexpended funds shall be returned to the county Division of Senior Services.

This agreement shall be effective as of the 1st day of **January, 2018** and shall terminate no later than the 31st day of **December, 2018**.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 009

SCOPE OF SERVICES

The purpose of the Senior Health Connection Program is identification and/or prevention of diabetes, hypertension and high blood cholesterol through health screenings, follow-up testing and education. Services will be targeted to African American men and women who do not routinely access health services, and are therefore at risk of developing disabling physical conditions.

Free follow-up testing, as needed and requested, will be provided to persons testing high on the diabetes and/or cholesterol tests at a later scheduled date to also take place at the site. The follow-up testing will consist of fasting glucose and/or lipid profile tests. Individuals needing follow-up testing will be informed the day of the original screen and encouraged to attend the follow-up testing.

The project will provide free health screenings to take place in non-traditional settings. Staff from the Division of Senior Services Senior Reach Program will identify the locations of the health screening events. The Service Provider will market the program by producing announcements and having them posted at the health screening site, sending press releases to the local newspapers, and sending announcements to the Division of Senior Services and the Senior Reach program.

The Senior Health Connection Program will provide health screenings and education using culturally sensitive materials to 148 participants at several non-traditional sites in Gloucester County.

The Senior Health Connection Program

The Senior Connection Program provides a valuable service to the residents of Gloucester County. Despite national health education and promotion efforts, the incidence of cardiovascular diseases, diabetes, obesity and cancer continue to significantly impact health outcomes. Furthermore, minority and gender based disparities continue to exist. In a research study entitled “Review of Evidence and Explanations for Suboptimal Screening and Treatment of Dyslipidemia in Women”, the rate of screening for high risk males was significantly higher than females across multiple analytical points. The article concluded by describing corrective action to be taken by healthcare professionals. Included in that recommendation is alternative mechanisms by which screening and education can take place. “Clinicians need to be aware of the services their health system or insurance plan offers to help manage dyslipidemia in the face of competing time constraints, such as wellness clinics, preventive cardiology services, nutritional counseling, exercise programs, case management programs, and social workers who can educate patients about their eligibility for health care benefits.”

(Kim, etal, 2003)

One of the primary initiatives of the Senior Connection program is to find individuals that are high risk, provide preliminary screening, and provide education in the form of printed material and one-on-one counseling. It is imperative that all services offered by the Gloucester County Department of Health and Human Services are advertised and accessible to the public. One measure to encourage this awareness was seen in the implementation of an online schedule of events. This web based calendar is

easily accessed from the Gloucester County Home page. Screening locations and services are also advertised in the local mall and municipal halls throughout the county.

Many other research articles have described the importance of bridging the gap in healthcare disparities. "Eliminating racial disparity in blood pressure control among adults with hypertension would substantially reduce the number of deaths among blacks from both heart disease and stroke." (Fiscella & Holt, 2008) This conclusion from a research study on racial disparities amongst blacks and hypertension reinforces the need to increase case finding efforts and education within the African-American community. The Senior Connection Program has made great strides in coordinating health screenings in faith based organizations and senior groups across the county. These efforts shall continue to enhance primary prevention initiatives and work to improve the quality of life amongst seniors in Gloucester County.

Kevin Fiscella, MD, MPH, Kathleen Holt, PhD, "Racial Disparity in Hypertension Control: Tallying the Death Toll". *Annals of Family Medicine*. 2008;6(6):497-502

Catherine Kim, MD, MPH, Timothy P. Hofer, MD, MS, Eve A. Kerr, MD, MPH, "Review of Evidence and Explanations for Suboptimal Screening and Treatment of Dyslipidemia in Women", http://www.medscape.com/viewarticle/462915_print. Published November 17, 2003.

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 009

SCOPE OF SERVICES

GRANTEE: Gloucester County Department of Health and Human Services

PROJECT TITLE: Senior Health Connection

POPULATION TO BE SERVED: Residents of the county who are 60 years or older with a concerted effort to target the low income minority population in at least the same proportion as found in the population of older individuals of the area served by the provider

59 minority clients	(40% of 148 clients)
59 clients low income minority	(40% of 148 clients)

SERVICE AREA: Gloucester County with a concerted effort to serve areas that reflect large concentrations of the target populations

OBJECTIVE:

Screenings: To provide health screenings to identify and prevent diabetes, hypertension and high blood cholesterol to African American men and women who do not routinely access health services, and are therefore at risk of developing disabling physical conditions.

SERVICE DEFINITION: **SERVICE TAXONOMY:** 326

Physical Health: Screening, assessment and treatment activities, which assist older persons to improve or maintain physical health by helping them identify and understand their health, needs and secure necessary medical, preventive health, or health maintenance services.

AMOUNT: \$ 12,950

UNITS OF SERVICE: 148 (unit = each contact)

CLIENT COUNT: 148

UNIT COST: 87.50

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 009

	CASH	IN-KIND	TOTAL
Personnel	10,750.00	-0-	10,750.00
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	2,200	-0-	2,200
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET			
COST	12,950.00	-0-	12,950.00
	LESS:		
		Client Income	100
		USDA	-0-
		NET BUDGETED	
		COST	12,850.00

III B	12,050.	94%
State MATCH	-0-	0%
State HDM Share	-0-	-0-%
Local Share	-0-	-0-%
Local Public	800	6%
Client Income	100	0%
TOTAL	\$ 12,950.	100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 009

METHOD OF MONITORING AND REPORTS REQUIRED

REPORTS

REPORTS, BOTH PROGRAMMATIC AND FISCAL, ARE DUE ON A MONTHLY AND QUARTERLY BASIS AS NEEDED FOR PROGRAMS UNDER TITLE III, AND ARE DUE FIVE WORKING DAYS AFTER THE FIRST OF EACH MONTH. ALL PROGRAM COORDINATORS ARE TO GIVE A QUARTERLY NARRATIVE REPORT ON THE PROGRESS OF THE PROGRAM.

MONITORING:

THERE WILL BE ONE DOCUMENTED FORMAL MONITORING VISIT EACH YEAR FOR PROGRAMMATIC EVALUATION AND ONE FOR FISCAL ACCOUNTABILITY.

MEETINGS:

THERE WILL BE FOUR MANDATORY MEETINGS FOR SERVICE PROVIDERS DURING THE CONTRACT YEAR.

CLIENT SURVEY:

ALL PROGRAM COORDINATORS ARE TO SURVEY PERSONS WHO HAVE BEEN BENEFICIARIES OR RECIPIENTS OF SERVICES IN ORDER TO GAIN INFORMATION ON THE PROBLEMS OF THE POPULATION, AS WELL AS THEIR SATISFACTION WITH THE SERVICES RECEIVED. COMPLETED SURVEYS AND SUMMARIZATION OF FINDINGS MUST BE FORWARDED TO THE OFFICE ON AGING ANNUALLY.

CLIENT CONTRIBUTIONS.

UNDER TITLE III OF THE OLDER AMERICANS ACT EACH CLIENT MUST BE GIVEN AN OPPORTUNITY TO CONTRIBUTE TO THE SERVICE BEING PROVIDED. ALL CONTRIBUTIONS MUST BE ACCOUNTED FOR AND MUST BE USED BY THE SERVICE PROVIDER FOR THE EXPANSION OF THE SERVICE.

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE AAA AGREES TO INCLUDE THE FOLLOWING REQUIREMENTS IN ALL SUB-CONTRACTS, INTER-AGENCY AND INTRA-AGENCY AGREEMENTS WITH ALL PARTIES UTILIZING AREA PLAN FUNDING UNDER THIS CONTRACT:

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND POLICIES.
2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER THAT WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THE FOLLOWING CONDITIONS SHALL APPLY:
 - a) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;
 - b) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND
 - c) FUNDS PROVIDED UNDER THIS AGREEMENT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED NOW, OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.
3. **PURSUANT TO SECTION 306(A)(4)(A)(II)(I) OF THE OLDER AMERICAN ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(I), THE PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER**
4. **PURSUANT TO SECTION 306(A)(4)(A)(II)(II), OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(II), THE PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.**
5. **PURSUANT TO SECTION 306(A)(4)(A)(II)(III), OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026 (A)(4)(A)(II)(III), THE PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.**
6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS RECEIVED OR EXPENDED BY SUCH AGENCY TO PROVIDE SERVICES TO OLDER INDIVIDUALS SHALL BE DISCLOSED TO DOAS OR THE COMMISSIONER FOR THE DEPARTMENT OF HUMAN SERVICES UPON REQUEST.
7. FOR AAAS PROVIDING NAPIS REGISTERED SERVICES, THE FOLLOWING SUBCONTRACT LANGUAGE SHALL BE REQUIRED TO RECEIVE FUNDING THROUGH THE AREA PLAN CONTRACT.

- a. PROVIDER AGENCY SHALL USE SAMS FOR ALL AREA PLAN CONTRACT DATA REPORTING AND CLIENT TRACKING AS DIRECTED BY THE AAA.
- b. IF APPLICABLE, AN ADRC PARTNER SHALL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, **RECORDING SERVICE DELIVERY AND CLIENT CHARACTERISTICS, AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.**
- c. SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS.
- d. ALL PROVIDER AGENCIES, SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL NOTIFY THE AAA, NO LATER THAN THE END OF THE NEXT WORKING DAY, WHEN A SAMS USER NO LONGER REQUIRES ACCESS TO SAMS TO CONDUCT BUSINESS FOR AREA PLAN CONTRACT PURPOSES, SUCH AS WHEN THE USER HAS BEEN REASSIGNED JOB FUNCTIONS, SEPARATES FROM EMPLOYMENT OR CEASES PROVIDING SERVICES.

***NOTE: IF THE SUB GRANTEE IS NOT GOING TO ENTER DATA INTO SAMS IT IS THE RESPONSIBILITY OF THE AAA TO ENTER ALL SUB GRANTEE DATA INTO THE SAMS DATABASE.**

8. IN ADDITION TO ANY APPLICABLE HIPAA REQUIREMENTS, IF REQUIRED BY LAW OR REQUESTED BY DOAS, THE SUB-GRANTEE OR THIRD PARTY, OR INDIVIDUALS WORKING FOR OR WITH A SUB-GRANTEE OR THIRD PARTY, SHALL MAINTAIN THE CONFIDENTIALITY OF EACH PARTICIPANT'S PERSONAL AND CONFIDENTIAL INFORMATION AND SHALL NOT DISCLOSE SUCH INFORMATION EXCEPT WHERE DISCLOSURE IS CONSISTENT WITH APPLICABLE LAW AND DOAS REQUIREMENTS AND POLICIES, AND THE DISCLOSURE IS MADE TO THE PARTICIPANT; TO THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY UPON THE INFORMED WRITTEN CONSENT OF THE PARTICIPANT OR THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY PURSUANT TO A COURT ORDER; OR IF DISCLOSURE IS MADE FOR PROGRAM MONITORING BY AUTHORIZED FEDERAL, STATE OR LOCAL MONITORING AGENCIES.
-
9. EACH SUB-GRANTEE SHALL HAVE A BUSINESS CONTINUITY PLAN THAT WILL BE ACTIVATED IN THE EVENT OF AN EMERGENCY. THE PLAN SHALL ADDRESS WAYS IN WHICH CRITICAL SERVICES ARE MAINTAINED FOR THE PARTICIPANT AND A DESCRIPTION OF THE METHODS FOR COMMUNICATING ABOUT SERVICE CONTINUATION.
 10. EACH SUB-GRANTEE SHALL UTILIZE ITS AAA'S GRIEVANCE, RECORD RETENTION AND CLIENT CONTRIBUTION POLICIES.
 11. EACH SUB-GRANTEE SHALL REQUIRE ITS WORKERS TO COMPLETE GRANT ALLOCATION TIMESHEETS FOR PERSONNEL ALLOCATION PURPOSES.
 12. PROVIDERS ARE REQUIRED TO MAINTAIN SIGNED CONFIDENTIALITY AGREEMENTS FOR SAMS USERS FOR THE LENGTH OF THE CONTRACT AND TO MAKE THESE SIGNED DOCUMENTS AVAILABLE FOR REVIEW BY THE MA UPON REQUEST.

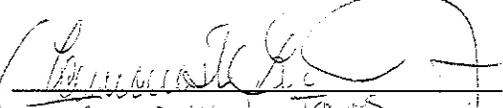
GLOUCESTER COUNTY IS AN AGING AND DISABILITY RESOURCE CONNECTION (ADRC), A SINGLE POINT OF ENTRY INTO THE LONG TERM CARE SYSTEM FOR OLDER ADULTS AND PEOPLE WITH DISABILITIES. SOMETIMES REFERRED TO AS ONE-STOP OR NO WRONG DOOR, SERVICE PROVIDERS WITHIN THE AREA PLAN CONTRACT ARE TO REFER CONSUMERS AND THEIR FAMILIES TO THE ADRC. INFORMATION, ADVICE, OPTIONS COUNSELING AND OTHER SERVICES WILL BE PROVIDED TO HELP CONSUMERS OF ALL INCOMES TO MAKE INFORMED DECISIONS ABOUT BOTH PUBLIC AND PRIVATE LONG TERM SUPPORTS AND SERVICES.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT
NUMBERED 009 CONSISTS OF 13 PAGES NUMBERED
CONSEQUENTLY.

GRANTEE Gloucester County Department of Health and Human Services.

204 East Holly Ave.

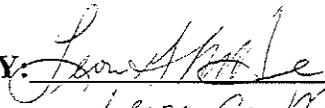
Sewell, NJ 08080

BY:  Date 11/24/2017
THOMAS L. JONES
TITLE: Director - Gloucester County Dept. of Health

FUNDING AGENCY
AREA AGENCY ON AGING: GLOUCESTER COUNTY
DIVISION OF SENIOR SERVICES.

SARA J. DESIMONE
NOTARY PUBLIC OF NEW JERSEY
ID # 50022442
My Commission Expires 9/2/2020

Sworn to and subscribed
before me this
24 day of 11, 2017

BY:  Date 11/28/2017
Leona G. Mather
TITLE: Executive Director

GRANTOR:
COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ Date _____

NAME: Robert M. Damming

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

Laurie J. Burns, Clerk of the Board

THIS AGREEMENT dated this _____ day of _____, _____.

2/21/18

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

GRANT AGREEMENT NUMBER 007 DATE 1-1-2018

APPROPRIATION CODE _____

PROJECT ADULT DAY CARE

GRANTEE Evergreen Court Adult Day Services

551 North Evergreen Avenue

Woodbury, NJ 08096

GRANT AGREEMENT PAGES 1 THROUGH 19

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

INDEX TO PROVISION

GENERAL PROVISIONS OF GRANT AGREEMENT

1. Term of Agreement
 2. Compliance
 3. Other Funds
 4. Scope of Services
 5. Compensations
 6. Method of Payment
 7. Books & Records
 8. Reports and Submissions
 9. Travel Expenses
 10. Personal Property
 11. Unexpended Fund Balances
 12. Changes
 13. Assignability
 14. Discrimination Prohibited
 15. Availability of Funds
 16. Termination
 17. Insurance
-

SUPPLEMENTARY PROVISIONS

18. thru 22

ASSURANCES

ATTACHMENTS: I- Gloucester County Administrative Code to Mandate Minimum Hourly Rates of Pay, And Health Care Benefits For Certain Non-County Employees

A - Scope of Services

B - Approved Budget

C - Method of Payment and Reporting Requirements
Monitoring Schedule and Limitations of Contract

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

DEFINITIONS:

PROJECT: ADULT DAY CARE

ACT: Title III of the Older Americans Act, as amended

AUTHORIZED APPROPRIATION:

ACCOUNT TITLE Area Plan

ACCOUNT CODE _____

CONTRACT PERIOD:

THIS AGREEMENT, ENTERED INTO THIS 1ST DAY OF JANUARY, 2018, BY
AND BETWEEN THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY
OF GLOUCESTER HEREINAFTER REFERRED TO AS THE "COUNTY"

AND:

GRANTEE Evergreen Court Adult Day Services

551 North Evergreen Avenue

Woodbury, NJ 08096

HEREINAFTER REFERRED TO AS THE "GRANTEE".

WITNESSETH THAT:

1. TERM OF AGREEMENT. THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE 1ST DAY OF JANUARY, 2018 AND SHALL TERMINATE NO LATER THAN THE 31ST DAY OF DECEMBER, 2018.

2. COMPLIANCE. THE GRANTEE, IN ORDER TO INDUCE THE COUNTY TO MAKE THE WITHIN GRANT FOR THE PROJECT, AGREES THAT IT SHALL COMPLY WITH ALL PROVISIONS OF THE AUTHORIZING APPROPRIATION, THE ACT, AND ANY REGULATIONS, REQUIREMENTS OR GUIDELINES WHICH THE COUNTY MAY ISSUE, WHETHER EXPLICITLY REFERRED TO HEREIN OR NOT.

IT IS FURTHER AGREED THAT THE GRANTEE SHALL SEEK AND DEVELOP ITS OWN SOURCE OF FUNDING IN ANTICIPATION OF THE EXPIRATION OF THIS GRANT. IN NO EVENT SHALL THIS GRANT BE CONSTRUED AS A COMMITMENT BY THE COUNTY TO EXPEND FUNDS BEYOND THE TERMINATION DATE SET FORTH IN PARAGRAPH 1.

3. OTHER FUNDS. THE GRANTEE SHALL NOT USE FUNDS PROVIDED UNDER THIS AGREEMENT TO REPLACE EXISTING OR COMMITTED FINANCIAL SUPPORT FOR THE SAME PROJECT. EXCEPT AS MAY BE PROVIDED BY THIS BOARD OF CHOSEN FREEHOLDERS.

4. SCOPE OF SERVICES. IN CONSIDERATION OF THE GRANT PROVIDED BY THIS AGREEMENT, THE GRANTEE SHALL, IN A SATISFACTORY AND PROPER MANNER AS DETERMINED BY THE COUNTY, PERFORM ALL SERVICES SPECIFIED IN ATTACHMENT "A".

5. COMPENSATION. THE COUNTY SHALL GRANT TO THE GRANTEE A SUM NOT TO EXCEED THE AMOUNT CONTRACTED. THE GRANTEE SHALL EXPEND PROJECT FUNDS IN ACCORDANCE WITH THE APPROVED BUDGET AS SET FORTH ON ATTACHMENT "B". EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B", THE AMOUNTS EXPENDED FOR THE CONSULTANTS MAJOR CATEGORY MAY NOT EXCEED THE APPROVED LIMIT WITHOUT PRIOR WRITTEN APPROVAL OF THE COUNTY. ANY LINE ITEM WITHIN THE MAJOR COST CATEGORY OF CONSULTANTS WHICH SHALL NOT HAVE BEEN EXPENDED IN ACCORDANCE WITH ATTACHMENT "B" SHALL BE CREDITED AGAINST AND DEDUCTED FROM THE TOTAL COMPENSATION TO BE PAID TO THE GRANTEE UNDER THIS AGREEMENT. EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B". THE AMOUNT EXPENDED FOR EACH OF THE OTHER MAJOR COST CATEGORIES LISTED ON ATTACHMENT "B", WITH THE EXCEPTION OF THE CATEGORY OF CONSULTANTS, MAY NOT EXCEED THE APPROVED AMOUNT BY MORE THAN 1/4 OF 1% PROVIDED, HOWEVER, THAT THE TOTAL APPROVED BUDGET IS NOT EXCEEDED. THE EXPRESS PRIOR WRITTEN APPROVAL OF THE BUDGET IS NECESSARY TO EXCEED THESE LIMITATIONS.

6. METHOD OF PAYMENT. THE COUNTY SHALL MAKE PAYMENTS UNDER THIS AGREEMENT UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, TOGETHER WITH SUCH OTHER DOCUMENTATION AS MAY BE REQUIRED. THE MANNER AND FORM OF SUCH SUBMISSIONS SHALL BE IN ACCORDANCE WITH THE PROCEDURES DESCRIBED ON ATTACHMENT "C". AS MANDATED BY THE STATE DIVISION ON AGING, 10% OF THE CONTRACT TOTAL FUNDS WILL BE WITHHELD UNTIL ACCEPTANCE OF AN AUDIT REPORT ON THE PROGRAM.

EACH INVOICE SHALL CONTAIN AN ITEMIZED, DETAILED DESCRIPTION OF ALL WORK PERFORMED DURING THE BILLING PERIOD. FAILURE TO PROVIDE SUFFICIENT SPECIFICITY SHALL BE CAUSE FOR

REJECTION OF THE INVOICE UNTIL THE NECESSARY DETAILS ARE PROVIDED.

IT IS ALSO AGREED AND UNDERSTOOD THAT THE ACCEPTANCE OF THE FINAL PAYMENT BY CONTRACTOR SHALL BE CONSIDERED A RELEASE IN FULL OF ALL CLAIMS AGAINST THE COUNTY ARISING OUT OF, OR BY REASON OF, THE WORK DONE AND MATERIALS FURNISHED UNDER THIS CONTRACT.

7. BOOKS AND RECORDS. THE GRANTEE SHALL MAINTAIN SUCH RECORDS AND ACCOUNTS AS ARE DEEMED NECESSARY BY THE COUNTY TO ASSURE A PROPER ACCOUNTING FOR ALL PROJECT FUNDS, BOTH STATE AND NON-STATE SHARES. THESE RECORDS SHALL BE AVAILABLE FOR AUDIT AND EXAMINATION BY ANY GOVERNMENT AGENCY HAVING AN INTEREST IN THE PROJECT. THE COUNTY SHALL HAVE THE RIGHT TO CONDUCT SAID AUDIT OR EXAMINATION AT ANY TIME DURING REGULAR WORKING HOURS OF THIS PROJECT. SAID RECORDS SHALL BE RETAINED FOR FIVE (5) YEARS AFTER THE EXPIRATION OF THIS AGREEMENT UNLESS THE COUNTY, IN WRITING, SPECIFICALLY WAIVES SUCH REQUIREMENT. THE GRANTEE HEREBY ACKNOWLEDGES THAT THE COUNTY SHALL CARRY OUT SUCH MONITORING AND EVALUATION ACTIVITIES AS IT SHALL FROM TIME TO TIME REQUIRE FOR PROPER ADMINISTRATION AND PERFORMANCE OF THIS GRANT.

8. REPORTS AND SUBMISSIONS. INCLUDING NAPIS AND SAMS REPORTING THE GRANTEE SHALL SUBMIT SUCH REPORTS RELATING TO THE ACTIVITIES AND THE FINANCES OF THE PROJECT AS SHALL BE REQUIRED BY THE COUNTY. THE REQUIRED REPORTS SHALL BE IN THE FORM SPECIFIED ON ATTACHMENT "C". THE GRANTEE SHALL SUBMIT A FINAL REPORT WITHIN 10 DAYS AFTER THE END OF THE CONTRACT PERIOD.

9. TRAVEL EXPENSES. THE GRANTEE, IF A PUBLIC AGENCY, SHALL CHARGE EXPENSES FOR TRAVEL IN ACCORDANCE WITH THE CUSTOMARY PRACTICE IN THE GOVERNMENT OF WHICH THE AGENCY IS A PART. IF THE GRANTEE IS A PRIVATE AGENCY, EXPENSES CHARGED FOR TRAVEL SHALL NOT EXCEED THOSE ALLOWABLE UNDER THE COUNTY OF GLOUCESTER TRAVEL REGULATION. IN ANY EVENT, TRAVEL EXPENSES SHALL NOT BE CHARGED IN EXCESS OF THE ALLOWABLE BUDGET AMOUNT.

10. PERSONAL PROPERTY. IF PERSONALTY, INCLUDING EQUIPMENT COSTING LESS THAN ONE HUNDRED (\$100.00) DOLLARS PER ITEM IS ACQUIRED AND USED FOR THREE (3) YEARS FROM DATE OF ACQUISITION FOR APPROVED CONTRACT PURPOSES, TITLE TO SUCH PROPERTY SHALL VEST IN THE GRANTEE. PERSONALTY, INCLUDING EQUIPMENT, COSTING MORE THAN ONE HUNDRED (\$100.00) DOLLARS OR USED FOR LESS THAN THREE (3) YEARS SHALL BE OWNED BY THE COUNTY. THE COUNTY AT ITS OPTION MAY, HOWEVER, PERMIT

THE GRANTEE TO RETAIN SUCH PROPERTY, SUBJECT TO REIMBURSEMENT TO THE COUNTY (AREA PLAN GRANT UNDER TITLE III) OF ITS COST MINUS A FAIR RENTAL VALUE, FOR THE PERIOD OF ACTUAL USE.

11. UNEXPENDED FUND BALANCES. THE GRANTEE MAY INCUR COSTS ONLY DURING THE PERIOD SET FORTH IN PARAGRAPH #1 OF THIS AGREEMENT. EXPENDITURES MADE BEFORE OR AFTER THESE DATES SHALL BE DISALLOWED. FUNDS OBLIGATED BUT NOT DISBURSED AT THE END OF THIS CONTRACT PERIOD SHALL BE LIQUIDATED AS SOON AS POSSIBLE AFTER THE CLOSE OF THE CONTRACT PERIOD. WITHIN 30 DAYS AFTER COMPLETION OF FINAL AUDITS, ALL UNEXPENDED FUNDS SHALL BE RETURNED TO THE COUNTY DEPARTMENT ON AGING.

12. CHANGES. THE COUNTY MAY, FROM TIME TO TIME, REQUEST CHANGES IN THE SCOPE OF SERVICES OF THE GRANTEE TO BE PERFORMED. SUCH CHANGES, INCLUDING ANY INCREASE OR DECREASE IN THE AMOUNT OF THE GRANTEE'S COMPENSATION WHICH ARE MUTUALLY AGREED UPON BY AND BETWEEN THE COUNTY AND THE GRANTEE, MUST BE INCORPORATED IN WRITTEN AMENDMENTS TO THIS AGREEMENT.

13. ASSIGNABILITY. THE GRANTEE SHALL NOT SUBCONTRACT ANY OF THE WORK OR SERVICES COVERED BY THIS AGREEMENT, NOR SHALL ANY INTEREST IN THIS AGREEMENT BE ASSIGNED OR TRANSFERRED, EXCEPT AS MAY BE PROVIDED WITHIN THE TERMS OF THIS AGREEMENT OR WITH THE EXPRESS WRITTEN APPROVAL OF THE COUNTY.

14. DISCRIMINATION PROHIBITED. THE GRANTEE SHALL NOT DISCRIMINATE IN THE PERFORMANCE OF THIS AGREEMENT BECAUSE OF SEX, RACE, CREED OR NATIONAL ORIGIN OR OF DISABILITY, ACCORDING TO SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED.

15. AVAILABILITY OF FUNDS. THE PARTIES HERETO RECOGNIZE THAT THIS GRANT AGREEMENT, MADE ON BEHALF OF THE COUNTY, IS DEPENDENT UPON SUCH FUNDING APPROPRIATION AS MAY BE MADE BY THE STATE DEPARTMENT, THE FEDERAL GOVERNMENT OR OTHER FUNDING SOURCES; THE COUNTY SHALL NOT BE HELD LIABLE FOR ANY BREACH OF THIS AGREEMENT BECAUSE OF THE ABSENCE OF AVAILABLE FUNDING APPROPRIATIONS.

16. TERMINATION. THE COUNTY MAY, BY GIVING WRITTEN NOTICE TO THE GRANTEE, SPECIFYING THE EFFECTIVE DAY, TERMINATE THIS AGREEMENT IN WHOLE OR IN PART, AT ANY TIME, WITHOUT CAUSE AND FOR CONVENIENCE, OR FOR ANY CAUSE, WHICH SHALL INCLUDE BUT NOT BE LIMITED TO:

(A) UTILIZATION OF ANY PORTION OF THE APPROPRIATION HEREUNDER TO EMPLOY OR OTHERWISE COMPENSATE ANY PERSON EMPLOYED BY THE COUNTY WHO HAS DIRECTLY PARTICIPATED IN THE NEGOTIATION OR APPROVAL OF THIS AGREEMENT;

(B) DISCOVERY OF ANY PECUNIARY OR PERSONAL INTEREST BY THE GRANTEE, ITS EMPLOYEES, ITS OFFICERS, ITS TRUSTEES, OR ITS DIRECTORS IN THE PROJECT, OR IN ANY CONTRACT EMANATING FROM THE OPERATION OF THIS PROJECT;

(C) FAILURE, FOR ANY REASON, OF THE GRANTEE TO SATISFY ITS OBLIGATIONS UNDER THIS AGREEMENT;

(D) SUBMISSION BY THE GRANTEE TO THE COUNTY OF REPORTS THAT ARE INCORRECT OR INCOMPLETE IN ANY MATERIAL RESPECT;

(E) ANY IMPROPER OR INEFFICIENT USE OF FUNDS, PROVIDED UNDER THIS AGREEMENT;

(F) FAILURE OF THE GRANTEE TO PERMIT THE COUNTY TO MAKE AN INSPECTION OF THE ADMINISTRATIVE OR OPERATIONAL FACILITIES OF THE PROJECT;

(G) CONDUCT OR ACTS OF THE GRANTEE AND/OR ITS STAFF WHICH ARE DETRIMENTAL TO THE OBJECTIVES OF THIS PROJECT;

(H) ANY VIOLATION OF THE NEW JERSEY CONFLICTS OF INTEREST LAW, NJSA 52:13D-12 ET SEQ.;

(I) FAILURE TO INCORPORATE INTO GRANTEE'S PERSONNEL POLICIES AND PROCEDURES A SYSTEM OF FULL DISCLOSURE OF ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT WHO HAVE BEEN CONVICTED OF A CRIME.

UPON TERMINATION OF THIS AGREEMENT, THE GRANTEE SHALL FORTHWITH RETURN ALL PROCEEDS OF THE GRANT TO THE COUNTY.

17. PROOF OF INSURANCE. PRIOR TO THE COMMENCEMENT OF WORK UNDER THIS CONTRACT AND UNTIL COMPLETION AND FINAL ACCEPTANCE OF THE WORK, EVERGREEN COURT ADULT DAY SERVICES, ADULT MEDICAL DAY CARE SHALL, AT ITS SOLE EXPENSE, MAINTAIN INSURANCE COVERAGE AND SHALL FURNISH TO THE COUNTY, CERTIFICATES OF INSURANCE EVIDENCING SAME AND REFLECTING THE EFFECTIVE DATE OF SUCH COVERAGE.

SUPPLEMENTARY PROVISIONS

(PROVISIONS NUMBERED 18 AND FOLLOWING)

18. THE FOLLOWING REGULATIONS CONCERNING PUBLICATIONS SHALL BE ADHERED TO BY THE GRANTEE:

- A. ANY BOOKS, REPORTS, PAMPHLETS, PAPERS OR ARTICLES RECEIVING SUPPORT UNDER TITLE III MUST CONTAIN AN ACKNOWLEDGMENT OF THAT SUPPORT.
- B. THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, ADMINISTRATION ON AGING (HEREINAFTER CALLED AoA) RESERVES THE OPTION TO RECEIVE FREE OF CHARGE UP TO 12 COPIES OF ANY PUBLICATION PUBLISHED AS A PART OF TITLE III PROJECTS, AND TWO COPIES OF ANY PROJECT BASED ON PROJECT ACTIVITIES.
- C. WHERE A PROJECT RESULTS IN A BOOK OR OTHER COPYRIGHTABLE MATERIAL, THE AUTHOR IS FREE TO OBTAIN A COPYRIGHT, BUT AoA RESERVES A ROYALTY-FREE, NON-EXCLUSIVE, AND IRREVOCABLE LICENSE TO REPRODUCE, PUBLISH OR OTHERWISE USE, OR AUTHORIZE OTHERS TO USE, ALL SUCH MATERIALS.

19. A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THAT THE PROGRAM IS FUNDED BY TITLE III-B OF THE OLDER AMERICANS ACT, AS AMENDED, THROUGH A GRANT BY NJ DEPARTMENT OF HUMAN SERVICES, DIVISION OF AGING SERVICES.

20. INDEMNIFICATION. DURING THE PERFORMANCE OF THIS CONTRACT, THE VENDOR AGREES AS FOLLOWS:

THE VENDOR SHALL BE RESPONSIBLE FOR AND SHALL KEEP, SAVE AND HOLD THE COUNTY OF GLOUCESTER HARMLESS FROM ALL CLAIMS, LOSS, LIABILITY, EXPENSE, OR DAMAGE RESULTING FROM ALL MENTAL OR PHYSICAL INJURIES OR DISABILITIES, INCLUDING DEATH, TO EMPLOYEES OR RECIPIENTS OF THE VENDOR'S SERVICES OR TO ANY OTHER PERSONS, OR FROM ANY DAMAGE TO ANY PROPERTY SUSTAINED IN CONNECTION

WITH THIS CONTRACT WHICH RESULTS FROM ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE OR MALPRACTICE, OF ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS OR INDEPENDENT CONTRACTORS, OR FROM THE VENDOR'S FAILURE TO PROVIDE FOR THE SAFETY AND PROTECTION OF ITS EMPLOYEES, WHETHER OR NOT DUE TO NEGLIGENCE, FAULT, OR DEFAULT OF THE VENDOR. THE VENDOR'S

LIABILITY UNDER THIS AGREEMENT SHALL CONTINUE AFTER THE TERMINATION OF THIS AGREEMENT WITH RESPECT TO ANY LIABILITY, LOSS, EXPENSE OR DAMAGE RESULTING FROM ACTS OCCURRING PRIOR TO TERMINATION.

21. THIS CONTRACT, IN ALL PHASES, IS PURSUANT TO THE AVAILABILITY OF FEDERAL FUNDING UNDER TITLE III.
22. ADDITIONAL INSURED: THE COUNTY OF GLOUCESTER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECT TO EVERGREEN COURT ADULT DAY SERVICES, ADULT MEDICAL DAY CARE, FOR THE EVENT OF THE ADULT DAY CARE PROGRAM FOR SENIORS ON JANUARY 1, 2018 UNTIL DECEMBER 31, 2018.

ASSURANCES

THE GRANTEE AGREES IN THE PERFORMANCE OF THIS CONTRACT TO COMPLY WITH ALL FEDERAL, STATE AND MUNICIPAL LAWS, RULES AND REGULATIONS GENERALLY APPLICABLE TO THE ACTIVITIES BY WHOMSOEVER PERFORMED IN WHICH THE GRANTEE IS ENGAGED IN THE PERFORMANCE OF THIS CONTRACT. FAILURE TO COMPLY WITH SUCH LAWS, RULES OR REGULATIONS SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT. THE PERFORMANCE OF THIS CONTRACT SHALL BE ACCOMPLISHED IN A MANNER GENERALLY CONSISTENT WITH ADMINISTRATION OF GRANTS, CODE OF FEDERAL REGULATIONS, TITLE 45, PART 74.

THE GRANTEE CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT NO FEDERAL APPROPRIATED FUNDS HAVE BEEN OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE ANY MEMBER OF CONGRESS OR ANY OFFICER OR EMPLOYEE OF CONGRESS OR OTHER GOVERNMENT AGENCIES IN CONNECTION WITH THE AWARDED OF ANY FEDERAL GRANT, LOAN, CONTRACT, OR COOPERATIVE AGREEMENT, AND IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID THE GRANTEE WILL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING".

LICENSURE REQUIREMENT.

ALL SERVICES PROVIDED UNDER THIS PART MUST MEET ANY EXISTING STATE AND LOCAL LICENSURE REQUIREMENTS FOR THE PROVISION OF THOSE SERVICES.

PREFERENCE FOR THOSE WITH GREATEST ECONOMIC NEED.

ALL SERVICE PROVIDERS UNDER THIS PART MUST GIVE PREFERENCE TO THOSE WITH GREATEST ECONOMIC OR SOCIAL NEED.

SERVICE PROVIDERS MAY USE METHODS SUCH AS LOCATIONS OF SERVICES AND SPECIALIZATION IN THE TYPES OF SERVICES MOST NEEDED BY THESE GROUPS TO MEET THIS REQUIREMENT. NO SERVICE PROVIDER MAY USE A MEANS TEST.

CLIENT CONTRIBUTIONS.

UNDER TITLE III OF THE OLDER AMERICANS ACT EACH CLIENT MUST BE GIVEN AN OPPORTUNITY TO CONTRIBUTE TO THE SERVICE BEING PROVIDED. ALL CONTRIBUTIONS MUST BE ACCOUNTED FOR AND MUST BE USED BY THE SERVICE PROVIDER FOR THE EXPANSION OF THE SERVICE.

ADVISORY ROLE TO SERVICE PROVIDERS OF OLDER PERSONS.

EACH SERVICE PROVIDER UNDER THE AREA PLAN MUST HAVE PROCEDURES FOR OBTAINING THE VIEWS OF PARTICIPANTS ON THE SERVICES THEY RECEIVE.

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
ATTACHMENT I, LIVING WAGE AGREEMENT, GRANT NUMBER 007

The County of Gloucester has implemented a "Living Wage" Resolution to be utilized in all Gloucester County Contracts. This was enacted under the Gloucester County Administrative Code, Article, PUR-4, Purchasing Procedures. (Dated August 1, 2001, Amended January 2, 2018).

Therefore, all employees assigned to work performed to contracts on behalf of the County of Gloucester shall be paid at an hourly rate of compensation as set forth in the Administrative Code provision continue to be required to assure that successful bidders receiving contracts awarded by the County of Gloucester attract and provide the highest quality workers available, ensuring quality workmanship and services, designed to result in County work being completed in a timely and appropriate fashion, with fewer worker injuries and work stoppages, all to the benefit of the County operations specifically and the residents of the County of Gloucester generally. All employees shall be paid at an hourly rate of compensation which shall be not less than one and one half times the State of New Jersey minimum wage; currently \$12.57 per hour. **The Gloucester County "Living Wage" is subject to increase in conjunction with any and all Federal and State Minimum Wage increases as they may occur.**

In lieu of providing health and hospital insurance coverage to employees assigned to perform work as described above, the contract vendor shall pay to such assigned employees an amount equal to 25% of the minimum hourly wage established pursuant to Paragraph A., of this Administrative Code section" Currently \$3.14 per hour.

A statement of employees' wages and benefits must be completed and submitted as a material requirement of the bid in order for the bid to be accepted.

The County of Gloucester may refuse to award a contract to a person or entity submitting a bid if that person or entity has filed or submitted false information, or failed to file or submit the information required by these regulations.

Upon award of contract, the County of Gloucester may require further proof of compliance with the standards set forth in these regulations.

Failure to provide the aforesaid information shall constitute a violation resulting in the withholding of funds due to the contractor until such time as the information is provided. Submission of inaccurate, false, misleading or fraudulent information shall also constitute a violation of the ordinance and result in the withholding of funds due to the contractor and disqualification from consideration for future contracts.

These regulations shall not be construed as preventing any employer from providing rates of pay or benefits which are higher than those required by these regulations, diminishing the responsibilities of a public body or an employer under the provisions of any other law, or impairing any provision of an existing collective bargaining agreement.

These regulations shall not apply to construction contracts that are subject to any prevailing wage laws or regulations, contracts for the provision of goods only, contracts awarded to work-study or cooperative education programs, or contracts awarded for youth or job training programs

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 007

SCOPE OF SERVICES

Medical day care includes transportation, nursing care, social services, meals, snacks, and appropriate activities. The program is designed to prevent and/or postpone premature institutionalization while allowing the participants to remain in the community. The program is concerned with the fulfillment of the health needs of the participants who can benefit from a health services alternative to total institutionalization. Medical day care is a program of medically supervised, health related services provided in an ambulatory care setting to persons who are non-residents to the facility, and who, due to their physical and/or mental impairment, need health maintenance and restorative services supportive to their community living. The program also provides the caregiver a much needed respite from the stresses of continuous care.

The program will make available medical day care services for those people who cannot meet Medicaid requirements, waiver programs, or a private pay schedule. The total number of client days may be expanded where the client can make a partial contribution to the day care fee. Most of the clients served are below poverty level so client donations would be the exception.

The agency is in contact with other agencies serving the county, receives a large percentage of clients through referrals, and where appropriate refers clients to needed services of other agencies.

The grantee will reach the low-income and minority target populations by networking with other social service providers, through referrals from the Outreach Program, and by advertising in locations that are convenient and easily accessed by the target populations. All clients will be from the frail or disabled target population mainly referred by doctors, hospitals or other medical sources.

Grantee shall develop and maintain a written grievance procedure that assures any beneficiary aggrieved by Grantee's denial of services, or with the quality of services furnished by Grantee, with an adequate opportunity to resolve the grievance. Grantee shall advise all beneficiaries of the existence of the grievance procedure and shall make a copy of the grievance procedure available upon request.

A sign shall be displayed in all facilities used by or in conjunction with the program stating the grievance policy and procedures.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 007

SCOPE OF SERVICES

GRANTEE: Evergreen Court Adult Day Services

PROJECT TITLE: Adult Day Care

POPULATION TO BE SERVED: Residents of the county who are 60 years of age or older with a concerted effort to target the low income minority population in at least the same proportion as found in the population of older individuals of the area served by the provider

9 clients low income minority	(50% of 18)
18 clients frail/disabled	(100% of 18)

SERVICE AREA: All of Gloucester County with a concerted effort to serve areas that are easily accessed by the targeted population.

OBJECTIVE:
To provide Adult Medical Day Care for approximately 18 clients needing such service.

SERVICE DEFINITION: SERVICE TAXONOMY: 322
Direct care and supervision for a portion of a day, provided through a structured program of social, rehabilitative, and/or maintenance services in a suitable facility, for physically or mentally impaired older persons who are not capable of full time independent living.

AMOUNT: \$28,700.00

UNITS OF SERVICE: 2050 (unit = hour)

CLIENT COUNT: 18 clients

UNIT COST: \$ 14.00 /hour, 5 hour day, (\$70/day)

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 007

	CASH	IN-KIND	TOTAL
Personnel	-0-	-0-	-0-
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	28,700.	-0-	28,700.
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET			
COST	28,700.00	-0-	28,700.00
<u>LESS:</u>			
		Client Income	100
		USDA	-0-
		NET BUDGETED	
		COST	\$28,600.00

III B	\$26,000.00	90%
State HDM Share	-0-	-0-%
Local Private	\$2,600	10%
Client Income	\$100	0%
TOTAL	\$ 28,700.00	100%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 007

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE AAA AGREES TO INCLUDE THE FOLLOWING REQUIREMENTS IN ALL SUB-CONTRACTS, INTER-AGENCY AND INTRA-AGENCY AGREEMENTS WITH ALL PARTIES UTILIZING AREA PLAN FUNDING UNDER THIS CONTRACT:

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND POLICIES.
2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER THAT WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THE FOLLOWING CONDITIONS SHALL APPLY:
 - a) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;
 - b) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND
 - c) FUNDS PROVIDED UNDER THIS AGREEMENT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED NOW, OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.
3. **PURSUANT TO SECTION 306(A)(4)(A)(II)(I) OF THE OLDER AMERICAN ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(I), THE PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.**
4. **PURSUANT TO SECTION 306(A)(4)(A)(II)(II), OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(II), THE PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.**
5. **PURSUANT TO SECTION 306(A)(4)(A)(II)(III), OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026 (A)(4)(A)(II)(III), THE PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING**

SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.

6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS RECEIVED OR EXPENDED BY SUCH AGENCY TO PROVIDE SERVICES TO OLDER INDIVIDUALS SHALL BE DISCLOSED TO DOAS OR THE COMMISSIONER FOR THE DEPARTMENT OF HUMAN SERVICES UPON REQUEST.
7. FOR AAAS PROVIDING NAPIS REGISTERED SERVICES, THE FOLLOWING SUBCONTRACT LANGUAGE SHALL BE REQUIRED TO RECEIVE FUNDING THROUGH THE AREA PLAN CONTRACT.
 - a. PROVIDER AGENCY SHALL USE SAMS FOR ALL AREA PLAN CONTRACT DATA REPORTING AND CLIENT TRACKING AS DIRECTED BY THE AAA.
 - b. IF APPLICABLE, AN ADRC PARTNER SHALL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, **RECORDING SERVICE DELIVERY AND CLIENT CHARACTERISTICS, AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.**
 - c. SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS.
 - d. ALL PROVIDER AGENCIES, SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL NOTIFY THE AAA, NO LATER THAN THE END OF THE NEXT WORKING DAY, WHEN A SAMS USER NO LONGER REQUIRES ACCESS TO SAMS TO CONDUCT BUSINESS FOR AREA PLAN CONTRACT PURPOSES, SUCH AS WHEN THE USER HAS BEEN REASSIGNED JOB FUNCTIONS, SEPARATES FROM EMPLOYMENT OR CEASES PROVIDING SERVICES.

****NOTE: IF THE SUB GRANTEE IS NOT GOING TO ENTER DATA INTO SAMS IT IS THE RESPONSIBILITY OF THE AAA TO ENTER ALL SUB GRANTEE DATA INTO THE SAMS DATABASE.***

-
8. IN ADDITION TO ANY APPLICABLE HIPAA REQUIREMENTS, IF REQUIRED BY LAW OR REQUESTED BY DOAS, THE SUB-GRANTEE OR THIRD PARTY, OR INDIVIDUALS WORKING FOR OR WITH A SUB-GRANTEE OR THIRD PARTY, SHALL MAINTAIN THE CONFIDENTIALITY OF EACH PARTICIPANT'S PERSONAL AND CONFIDENTIAL INFORMATION AND SHALL NOT DISCLOSE SUCH INFORMATION EXCEPT WHERE DISCLOSURE IS CONSISTENT WITH APPLICABLE LAW AND DOAS REQUIREMENTS AND POLICIES, AND THE DISCLOSURE IS MADE TO THE PARTICIPANT; TO THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY UPON THE INFORMED WRITTEN CONSENT OF THE PARTICIPANT OR THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY PURSUANT TO A COURT ORDER; OR IF DISCLOSURE IS MADE FOR PROGRAM MONITORING BY AUTHORIZED FEDERAL, STATE OR LOCAL MONITORING AGENCIES.
 9. EACH SUB-GRANTEE SHALL HAVE A BUSINESS CONTINUITY PLAN THAT WILL BE ACTIVATED IN THE EVENT OF AN EMERGENCY. THE PLAN SHALL ADDRESS WAYS IN WHICH CRITICAL SERVICES ARE MAINTAINED FOR

THE PARTICIPANT AND A DESCRIPTION OF THE METHODS FOR
COMMUNICATING ABOUT SERVICE CONTINUATION.

10. EACH SUB-GRANTEE SHALL UTILIZE ITS AAA'S GRIEVANCE, RECORD RETENTION AND CLIENT CONTRIBUTION POLICIES.

11. EACH SUB-GRANTEE SHALL REQUIRE ITS WORKERS TO COMPLETE GRANT ALLOCATION TIMESHEETS FOR PERSONNEL ALLOCATION PURPOSES.

12. PROVIDERS ARE REQUIRED TO MAINTAIN SIGNED CONFIDENTIALITY AGREEMENTS FOR SAMS USERS FOR THE LENGTH OF THE CONTRACT AND TO MAKE THESE SIGNED DOCUMENTS AVAILABLE FOR REVIEW BY THE MA UPON REQUEST.

METHOD OF PAYMENT, MONITORING AND REPORTS REQUIRED

PAYMENTS

THE GRANTEE SHALL BE PAID, QUARTERLY, UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, A SUM NOT TO EXCEED 1/4 OF THE TOTAL GRANT PORTION OF THIS CONTRACT.

ALL PAYMENTS ARE TO BE MADE ON A REIMBURSEMENT BASIS, PURSUANT TO AVAILABILITY OF STATE AND FEDERAL GRANT FUNDS.

THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:

THE TOTAL AMOUNT OF THIS CONTRACT WILL BE PAID ON A QUARTERLY BASIS UNTIL THE LAST QUARTER, WHEN ANY ADJUSTMENTS DUE TO ANY CUTBACKS IN GRANT FUNDING WILL BE MADE.

REPORTS

REPORTS, BOTH PROGRAMMATIC AND FISCAL, ARE DUE ON A MONTHLY AND QUARTERLY BASIS AS NEEDED FOR PROGRAMS UNDER TITLE III, AND ARE DUE FIVE WORKING DAYS AFTER THE FIRST OF EACH MONTH. ALL PROGRAM

COORDINATORS ARE TO GIVE A QUARTERLY NARRATIVE REPORT ON THE PROGRESS OF THE PROGRAM.

MONITORING:

THERE WILL BE ONE DOCUMENTED FORMAL MONITORING VISIT EACH YEAR FOR PROGRAMMATIC EVALUATION AND ONE FOR FISCAL ACCOUNTABILITY.

MEETINGS:

THERE WILL BE FOUR MANDATORY MEETINGS FOR SERVICE PROVIDERS DURING THE CONTRACT YEAR

CLIENT SURVEY:

ALL PROGRAM COORDINATORS ARE TO SURVEY PERSONS WHO HAVE BEEN BENEFICIARIES OR RECIPIENTS OF SERVICES IN ORDER TO GAIN INFORMATION ON THE PROBLEMS OF THE POPULATION, AS WELL AS THEIR SATISFACTION WITH THE SERVICES RECEIVED. COMPLETED SURVEYS AND SUMMARIZATION OF FINDINGS MUST BE FORWARDED TO THE OFFICE ON AGING ANNUALLY.

GLOUCESTER COUNTY IS AN AGING AND DISABILITY RESOURCE CONNECTION (ADRC), A SINGLE POINT OF ENTRY INTO THE LONG TERM CARE SYSTEM FOR OLDER ADULTS AND PEOPLE WITH DISABILITIES. SOMETIMES REFERRED TO AS ONE-STOP OR NO WRONG DOOR, SERVICE PROVIDERS WITHIN THE AREA PLAN CONTRACT ARE TO REFER CONSUMERS AND THEIR FAMILIES TO THE ADRC. INFORMATION, ADVICE, OPTIONS COUNSELING AND OTHER SERVICES WILL BE PROVIDED TO HELP CONSUMERS OF ALL INCOMES TO MAKE INFORMED DECISIONS ABOUT BOTH PUBLIC AND PRIVATE LONG TERM SUPPORTS AND SERVICES.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT
NUMBERED 007 CONSISTS OF 19 PAGES NUMBERED CONSEQUENTLY.

IN WITNESS THEREOF, THE COUNTY AND THE GRANTEE HAVE
EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

GRANTEE Evergreen Court Adult Day Services

551 North Evergreen Avenue

Woodbury, NJ 08096

BY: Nadine Subala Date 11-28-17
(Name)

Administrator

Attest: (Title) Anelle McDonald

GRANTOR:

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ Date _____

NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST: _____

Laurie J. Burns, Clerk of the Board

THIS AGREEMENT dated this _____ day of _____, _____.

2/21/18

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

GRANT AGREEMENT NUMBER 088 DATE 1/1/2018

APPROPRIATION CODE _____

PROJECT PERSONAL CARE SERVICE

GRANTEE MOORESTOWN VNA ASSISTANCE FOR
INDEPENDENT LIVING

300 Harper Drive

Moorestown, NJ 08057-3208

GRANT AGREEMENT PAGES 1 THROUGH 20

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

INDEX TO PROVISION

GENERAL PROVISIONS OF GRANT AGREEMENT

1. Term of Agreement
2. Compliance
3. Other Funds
4. Scope of Services
5. Compensations
6. Method of Payment
7. Books & Records
8. Reports and Submissions
9. Travel Expenses
10. Personal Property
11. Unexpended Fund Balances
12. Changes
13. Assignability
14. ~~Discrimination Prohibited~~
15. Availability of Funds
16. Termination
17. Insurance

SUPPLEMENTARY PROVISIONS

18. thru 22

ASSURANCES

ATTACHMENTS: I- Gloucester County Administrative Code to Mandate Minimum Hourly Rates of Pay, And Health Care Benefits For Certain Non-County Employees

A - Scope of Services

B - Approved Budget

C - Method of Payment and Reporting Requirements
Monitoring Schedule and Limitations of Contract

**COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT**

DEFINITIONS:

PROJECT PERSONAL CARE SERVICE

ACT: Title III of the Older Americans Act, as amended

AUTHORIZED APPROPRIATION:

ACCOUNT TITLE Area Plan

ACCOUNT CODE _____

CONTRACT PERIOD:

THIS AGREEMENT, ENTERED INTO THIS 1st DAY OF January, 2018, BY
AND BETWEEN THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF
~~GLOUCESTER HEREINAFTER REFERRED TO AS THE "COUNTY"~~

AND:

GRANTEE Moorestown Visiting Nurse Association, Inc.

300 Harper Drive

Moorestown, NJ 08057-3208

HEREINAFTER REFERRED TO AS THE "GRANTEE".

WITNESSETH THAT:

1. TERM OF AGREEMENT. THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE 1ST DAY OF JANUARY, 2018 AND SHALL TERMINATE NO LATER THAN THE 31ST DAY OF DECEMBER, 2018.

2. COMPLIANCE. THE GRANTEE, IN ORDER TO INDUCE THE COUNTY TO MAKE THE WITHIN GRANT FOR THE PROJECT, AGREES THAT IT SHALL

COMPLY WITH ALL PROVISIONS OF THE AUTHORIZING APPROPRIATION, THE ACT, AND ANY REGULATIONS, REQUIREMENTS OR GUIDELINES WHICH THE COUNTY MAY ISSUE, WHETHER EXPLICITLY REFERRED TO HEREIN OR NOT.

IT IS FURTHER AGREED THAT THE GRANTEE SHALL SEEK AND DEVELOP ITS OWN SOURCE OF FUNDING IN ANTICIPATION OF THE EXPIRATION OF THIS GRANT. IN NO EVENT SHALL THIS GRANT BE CONSTRUED AS A COMMITMENT BY THE COUNTY TO EXPEND FUNDS BEYOND THE TERMINATION DATE SET FORTH IN PARAGRAPH 1.

3. OTHER FUNDS. THE GRANTEE SHALL NOT USE FUNDS PROVIDED UNDER THIS AGREEMENT TO REPLACE EXISTING OR COMMITTED FINANCIAL SUPPORT FOR THE SAME PROJECT. EXCEPT AS MAY BE PROVIDED BY THIS BOARD OF CHOSEN FREEHOLDERS.

4. SCOPE OF SERVICES. IN CONSIDERATION OF THE GRANT PROVIDED BY THIS AGREEMENT, THE GRANTEE SHALL, IN A SATISFACTORY AND PROPER MANNER AS DETERMINED BY THE COUNTY, PERFORM ALL SERVICES SPECIFIED IN ATTACHMENT "A".

5. COMPENSATION. THE COUNTY SHALL GRANT TO THE GRANTEE A SUM NOT TO EXCEED THE AMOUNT CONTRACTED. THE GRANTEE SHALL EXPEND PROJECT FUNDS IN ACCORDANCE WITH THE APPROVED BUDGET AS SET FORTH ON ATTACHMENT "B". EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B", THE AMOUNTS EXPENDED FOR THE CONSULTANTS MAJOR CATEGORY MAY NOT EXCEED THE APPROVED LIMIT WITHOUT PRIOR WRITTEN APPROVAL OF THE COUNTY. ~~ANY LINE ITEM WITHIN THE MAJOR COST CATEGORY OF CONSULTANTS~~ WHICH SHALL NOT HAVE BEEN EXPENDED IN ACCORDANCE WITH ATTACHMENT "B" SHALL BE CREDITED AGAINST AND DEDUCTED FROM THE TOTAL COMPENSATION TO BE PAID TO THE GRANTEE UNDER THIS AGREEMENT. EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B". THE AMOUNT EXPENDED FOR EACH OF THE OTHER MAJOR COST CATEGORIES LISTED ON ATTACHMENT "B", WITH THE EXCEPTION OF THE CATEGORY OF CONSULTANTS, MAY NOT EXCEED THE APPROVED AMOUNT BY MORE THAN 1/4 OF 1% PROVIDED, HOWEVER, THAT THE TOTAL APPROVED BUDGET IS NOT EXCEEDED. THE EXPRESS PRIOR WRITTEN APPROVAL OF THE BUDGET IS NECESSARY TO EXCEED THESE LIMITATIONS.

6. METHOD OF PAYMENT. THE COUNTY SHALL MAKE PAYMENTS UNDER THIS AGREEMENT UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, TOGETHER WITH SUCH OTHER DOCUMENTATION AS MAY BE REQUIRED. THE MANNER AND FORM OF SUCH SUBMISSIONS SHALL BE IN ACCORDANCE WITH THE PROCEDURES DESCRIBED ON ATTACHMENT "C". AS MANDATED BY THE STATE DIVISION ON AGING, 10% OF THE CONTRACT TOTAL FUNDS WILL BE WITHHELD UNTIL ACCEPTANCE OF AN AUDIT REPORT ON THE PROGRAM.

EACH INVOICE SHALL CONTAIN AN ITEMIZED, DETAILED DESCRIPTION OF ALL WORK PERFORMED DURING THE BILLING PERIOD. FAILURE TO PROVIDE SUFFICIENT SPECIFICITY SHALL BE CAUSE FOR REJECTION OF THE INVOICE UNTIL THE NECESSARY DETAILS ARE PROVIDED.

IT IS ALSO AGREED AND UNDERSTOOD THAT THE ACCEPTANCE OF THE FINAL PAYMENT BY CONTRACTOR SHALL BE CONSIDERED A RELEASE IN FULL OF ALL CLAIMS AGAINST THE COUNTY ARISING OUT OF, OR BY REASON OF, THE WORK DONE AND MATERIALS FURNISHED UNDER THIS CONTRACT."

7. BOOKS AND RECORDS. THE GRANTEE SHALL MAINTAIN SUCH RECORDS AND ACCOUNTS AS ARE DEEMED NECESSARY BY THE COUNTY TO ASSURE A PROPER ACCOUNTING FOR ALL PROJECT FUNDS, BOTH STATE AND NON-STATE SHARES. THESE RECORDS SHALL BE AVAILABLE FOR AUDIT AND EXAMINATION BY ANY GOVERNMENT AGENCY HAVING AN INTEREST IN THE PROJECT. THE COUNTY SHALL HAVE THE RIGHT TO CONDUCT SAID AUDIT OR EXAMINATION AT ANY TIME DURING REGULAR WORKING HOURS OF THIS PROJECT. SAID RECORDS SHALL BE RETAINED FOR FIVE (5) YEARS AFTER THE EXPIRATION OF THIS AGREEMENT UNLESS THE COUNTY, IN WRITING, SPECIFICALLY WAIVES SUCH REQUIREMENT. THE GRANTEE HEREBY ACKNOWLEDGES THAT THE COUNTY SHALL CARRY OUT SUCH MONITORING AND EVALUATION ACTIVITIES AS IT SHALL FROM TIME TO TIME REQUIRE FOR PROPER ADMINISTRATION AND PERFORMANCE OF THIS GRANT.

8. REPORTS AND SUBMISSIONS. THE GRANTEE SHALL SUBMIT SUCH ~~REPORTS RELATING TO THE ACTIVITIES AND THE FINANCES OF THE PROJECT AS SHALL BE REQUIRED BY THE COUNTY. THE REQUIRED REPORTS SHALL BE IN THE FORM SPECIFIED ON ATTACHMENT " C".~~ THE GRANTEE SHALL SUBMIT A FINAL REPORT WITHIN 10 DAYS AFTER THE END OF THE CONTRACT PERIOD.

9. TRAVEL EXPENSES. THE GRANTEE, IF A PUBLIC AGENCY, SHALL CHARGE EXPENSES FOR TRAVEL IN ACCORDANCE WITH THE CUSTOMARY PRACTICE IN THE GOVERNMENT OF WHICH THE AGENCY IS A PART. IF THE GRANTEE IS A PRIVATE AGENCY, EXPENSES CHARGED FOR TRAVEL SHALL NOT EXCEED THOSE ALLOWABLE UNDER THE COUNTY OF GLOUCESTER TRAVEL REGULATION. IN ANY EVENT, TRAVEL EXPENSES SHALL NOT BE CHARGED IN EXCESS OF THE ALLOWABLE BUDGET AMOUNT.

10. PERSONAL PROPERTY. IF PERSONALTY, INCLUDING EQUIPMENT COSTING LESS THAN ONE HUNDRED (\$100.00) DOLLARS PER ITEM IS ACQUIRED AND USED FOR THREE (3) YEARS FROM DATE OF ACQUISITION FOR APPROVED CONTRACT PURPOSES, TITLE TO SUCH PROPERTY SHALL VEST IN THE GRANTEE. PERSONALTY, INCLUDING EQUIPMENT, COSTING MORE THAT ONE HUNDRED (\$100.00) DOLLARS OR USED FOR LESS THAN THREE (3) YEARS SHALL BE OWNED BY

THE COUNTY. THE COUNTY AT ITS OPTION MAY, HOWEVER, PERMIT THE GRANTEE TO RETAIN SUCH PROPERTY, SUBJECT TO REIMBURSEMENT TO THE COUNTY (AREA PLAN GRANT UNDER TITLE III) OF ITS COST MINUS A FAIR RENTAL VALUE, FOR THE PERIOD OF ACTUAL USE.

11. UNEXPENDED FUND BALANCES. THE GRANTEE MAY INCUR COSTS ONLY DURING THE PERIOD SET FORTH IN PARAGRAPH #1 OF THIS AGREEMENT. EXPENDITURES MADE BEFORE OR AFTER THESE DATES SHALL BE DISALLOWED. FUNDS OBLIGATED BUT NOT DISBURSED AT THE END OF THIS CONTRACT PERIOD SHALL BE LIQUIDATED AS SOON AS POSSIBLE AFTER THE CLOSE OF THE CONTRACT PERIOD. WITHIN 30 DAYS AFTER COMPLETION OF FINAL AUDITS, ALL UNEXPENDED FUNDS SHALL BE RETURNED TO THE COUNTY DEPARTMENT ON AGING.

12. CHANGES. THE COUNTY MAY, FROM TIME TO TIME, REQUEST CHANGES IN THE SCOPE OF SERVICES OF THE GRANTEE TO BE PERFORMED. SUCH CHANGES, INCLUDING ANY INCREASE OR DECREASE IN THE AMOUNT OF THE GRANTEE'S COMPENSATION WHICH ARE MUTUALLY AGREED UPON BY AND BETWEEN THE COUNTY AND THE GRANTEE, MUST BE INCORPORATED IN WRITTEN AMENDMENTS TO THIS AGREEMENT.

13. ASSIGNABILITY. THE GRANTEE SHALL NOT SUBCONTRACT ANY OF THE WORK OR SERVICES COVERED BY THIS AGREEMENT, NOR SHALL ANY INTEREST IN THIS AGREEMENT BE ASSIGNED OR TRANSFERRED, EXCEPT AS MAY BE PROVIDED WITHIN THE TERMS OF THIS AGREEMENT OR WITH THE EXPRESS WRITTEN APPROVAL OF THE COUNTY.

14. DISCRIMINATION PROHIBITED. THE GRANTEE SHALL NOT DISCRIMINATE IN THE PERFORMANCE OF THIS AGREEMENT BECAUSE OF SEX, RACE, CREED OR NATIONAL ORIGIN OR OF DISABILITY, ACCORDING TO SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED.

15. AVAILABILITY OF FUNDS. THE PARTIES HERETO RECOGNIZE THAT THIS GRANT AGREEMENT, MADE ON BEHALF OF THE COUNTY, IS DEPENDENT UPON SUCH FUNDING APPROPRIATION AS MAY BE MADE BY THE STATE DEPARTMENT, THE FEDERAL GOVERNMENT OR OTHER FUNDING SOURCES; THE COUNTY SHALL NOT BE HELD LIABLE FOR ANY BREACH OF THIS AGREEMENT BECAUSE OF THE ABSENCE OF AVAILABLE FUNDING APPROPRIATIONS.

16. TERMINATION. THE COUNTY MAY, BY GIVING WRITTEN NOTICE TO THE GRANTEE, SPECIFYING THE EFFECTIVE DAY, TERMINATE THIS AGREEMENT IN WHOLE OR IN PART, AT ANY TIME, WITHOUT CAUSE AND FOR CONVENIENCE, OR FOR ANY CAUSE, WHICH SHALL INCLUDE BUT NOT BE LIMITED TO:

(A) UTILIZATION OF ANY PORTION OF THE APPROPRIATION

HEREUNDER TO EMPLOY OR OTHERWISE COMPENSATE ANY PERSON EMPLOYED BY THE COUNTY WHO HAS DIRECTLY PARTICIPATED IN THE NEGOTIATION OR APPROVAL OF THIS AGREEMENT;

(B) DISCOVERY OF ANY PECUNIARY OR PERSONAL INTEREST BY THE GRANTEE, ITS EMPLOYEES, ITS OFFICERS, ITS TRUSTEES, OR ITS DIRECTORS IN THE PROJECT, OR IN ANY CONTRACT EMANATING FROM THE OPERATION OF THIS PROJECT;

(C) FAILURE, FOR ANY REASON, OF THE GRANTEE TO SATISFY ITS OBLIGATIONS UNDER THIS AGREEMENT;

(D) SUBMISSION BY THE GRANTEE TO THE COUNTY OF REPORTS THAT ARE INCORRECT OR INCOMPLETE IN ANY MATERIAL RESPECT;

(E) ANY IMPROPER OR INEFFICIENT USE OF FUNDS, PROVIDED UNDER THIS AGREEMENT;

(F) FAILURE OF THE GRANTEE TO PERMIT THE COUNTY TO MAKE AN INSPECTION OF THE ADMINISTRATIVE OR OPERATIONAL FACILITIES OF THE PROJECT;

(G) CONDUCT OR ACTS OF THE GRANTEE AND/OR ITS STAFF WHICH ARE DETRIMENTAL TO THE OBJECTIVES OF THIS PROJECT;

(H) ANY VIOLATION OF THE NEW JERSEY CONFLICTS OF INTEREST LAW, NJSA 52:13D-12 ET SEQ.;

(I) FAILURE TO INCORPORATE INTO GRANTEE'S PERSONNEL POLICIES AND PROCEDURES A SYSTEM OF FULL DISCLOSURE OF ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT WHO HAVE BEEN CONVICTED OF A CRIME.

UPON TERMINATION OF THIS AGREEMENT, THE GRANTEE SHALL FORTHWITH RETURN ALL PROCEEDS OF THE GRANT TO THE COUNTY.

17. PROOF OF INSURANCE. PRIOR TO THE COMMENCEMENT OF WORK UNDER THIS CONTRACT AND UNTIL COMPLETION AND FINAL ACCEPTANCE OF THE WORK, ALL ABOUT CARE, LLC SHALL, AT ITS SOLE EXPENSE, MAINTAIN INSURANCE COVERAGE AND SHALL FURNISH TO THE COUNTY, CERTIFICATES OF INSURANCE EVIDENCING SAME AND REFLECTING THE EFFECTIVE DATE OF SUCH COVERAGE.

SUPPLEMENTARY PROVISIONS

(PROVISIONS NUMBERED 18 AND FOLLOWING)

18. THE FOLLOWING REGULATIONS CONCERNING PUBLICATIONS SHALL BE ADHERED TO BY THE GRANTEE:

- A. ANY BOOKS, REPORTS, PAMPHLETS, PAPERS OR ARTICLES RECEIVING SUPPORT UNDER TITLE III MUST CONTAIN AN ACKNOWLEDGMENT OF THAT SUPPORT.
- B. THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, ADMINISTRATION ON AGING (HEREINAFTER CALLED AoA) RESERVES THE OPTION TO RECEIVE FREE OF CHARGE UP TO 12 COPIES OF ANY PUBLICATION PUBLISHED AS A PART OF TITLE III PROJECTS, AND TWO COPIES OF ANY PROJECT BASED ON PROJECT ACTIVITIES.
- C. WHERE A PROJECT RESULTS IN A BOOK OR OTHER COPYRIGHTABLE MATERIAL, THE AUTHOR IS FREE TO OBTAIN A COPYRIGHT, BUT AoA RESERVES A ROYALTY-FREE, NON-EXCLUSIVE, AND IRREVOCABLE LICENSE TO REPRODUCE, PUBLISH OR OTHERWISE USE, OR AUTHORIZE OTHERS TO USE, ALL SUCH MATERIALS.

19. A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THAT THE PROGRAM IS FUNDED BY TITLE III-B OF THE OLDER AMERICANS ACT, AS AMENDED, THROUGH A GRANT BY THE NJ DEPARTMENT OF HUMAN SERVICES, DIVISION OF AGING SERVICES.

20. INDEMNIFICATION. DURING THE PERFORMANCE OF THIS CONTRACT, THE VENDOR AGREES AS FOLLOWS:

THE VENDOR SHALL BE RESPONSIBLE FOR AND SHALL KEEP, SAVE AND HOLD THE COUNTY OF GLOUCESTER HARMLESS FROM ALL CLAIMS, LOSS, LIABILITY, EXPENSE, OR DAMAGE RESULTING FROM ALL MENTAL OR PHYSICAL INJURIES OR DISABILITIES, INCLUDING DEATH, TO EMPLOYEES OR RECIPIENTS OF THE VENDOR'S SERVICES OR TO ANY OTHER PERSONS, OR FROM ANY DAMAGE TO ANY PROPERTY SUSTAINED IN CONNECTION WITH THIS CONTRACT WHICH RESULTS FROM ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE OR MALPRACTICE, OF ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS OR INDEPENDENT CONTRACTORS, OR FROM THE VENDOR'S FAILURE TO PROVIDE FOR THE

SAFETY AND PROTECTION OF ITS EMPLOYEES, WHETHER OR NOT DUE TO NEGLIGENCE, FAULT, OR DEFAULT OF THE VENDOR. THE VENDOR'S LIABILITY UNDER THIS AGREEMENT SHALL CONTINUE AFTER THE TERMINATION OF THIS AGREEMENT WITH RESPECT TO ANY LIABILITY, LOSS, EXPENSE OR DAMAGE RESULTING FROM ACTS OCCURRING PRIOR TO TERMINATION.

21. THIS CONTRACT, IN ALL PHASES, IS PURSUANT TO THE AVAILABILITY OF FEDERAL FUNDING UNDER TITLE III.
22. ADDITIONAL INSURED. THE COUNTY OF GLOUCESTER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECT TO VISITING NURSE ASSOCIATION HEALTH AND HOSPICE SERVICE FOR THE EVENT OF THE PERSONAL CARE/HOMEMAKER PROGRAM FOR SENIORS ON JANUARY 1, 2016 UNTIL DECEMBER 31, 2016.

ASSURANCES

THE GRANTEE AGREES IN THE PERFORMANCE OF THIS CONTRACT TO COMPLY WITH ALL FEDERAL, STATE AND MUNICIPAL LAWS, RULES AND REGULATIONS GENERALLY APPLICABLE TO THE ACTIVITIES BY WHOMSOEVER PERFORMED IN WHICH THE GRANTEE IS ENGAGED IN THE PERFORMANCE OF THIS CONTRACT. FAILURE TO COMPLY WITH SUCH LAWS, RULES OR REGULATIONS SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT. THE PERFORMANCE OF THIS CONTRACT SHALL BE ACCOMPLISHED IN A MANNER GENERALLY CONSISTENT WITH ADMINISTRATION OF GRANTS, CODE OF FEDERAL REGULATIONS, TITLE 45, PART 74.

THE GRANTEE CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT NO FEDERAL APPROPRIATED FUNDS HAVE BEEN OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE ANY MEMBER OF CONGRESS OR ANY OFFICER OR EMPLOYEE OF CONGRESS OR OTHER GOVERNMENT AGENCIES IN CONNECTION WITH THE AWARDING OF ANY FEDERAL GRANT, LOAN, CONTRACT, OR COOPERATIVE AGREEMENT, AND IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID THE GRANTEE WILL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING".

LICENSURE REQUIREMENT.

ALL SERVICES PROVIDED UNDER THIS PART MUST MEET ANY EXISTING STATE AND LOCAL LICENSURE REQUIREMENTS FOR THE PROVISION OF THOSE SERVICES.

PREFERENCE FOR THOSE WITH GREATEST ECONOMIC NEED.

ALL SERVICE PROVIDERS UNDER THIS PART MUST GIVE PREFERENCE TO THOSE WITH GREATEST ECONOMIC OR SOCIAL NEED. SERVICE PROVIDERS MAY USE METHODS SUCH AS LOCATIONS OF SERVICES AND SPECIALIZATION IN THE TYPES OF SERVICES MOST NEEDED BY THESE GROUPS TO MEET THIS REQUIREMENT. NO SERVICE PROVIDER MAY USE A MEANS TEST.

CLIENT CONTRIBUTIONS.

UNDER TITLE III OF THE OLDER AMERICANS ACT EACH CLIENT MUST BE GIVEN AN OPPORTUNITY TO CONTRIBUTE TO THE SERVICE BEING PROVIDED. ALL CONTRIBUTIONS MUST BE ACCOUNTED FOR AND MUST BE USED BY THE SERVICE PROVIDER FOR THE EXPANSION OF THE SERVICE.

ADVISORY ROLE TO SERVICE PROVIDERS OF OLDER PERSONS.

EACH SERVICE PROVIDER UNDER THE AREA PLAN MUST HAVE PROCEDURES FOR OBTAINING THE VIEWS OF PARTICIPANTS ON THE SERVICES THEY RECEIVE.

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT I, LIVING WAGE AGREEMENT, GRANT NUMBER 088

The County of Gloucester has implemented a "Living Wage" Resolution to be utilized in all Gloucester County Contracts. This was enacted under the Gloucester County Administrative Code, Article, PUR-4, Purchasing Procedures. (Dated August 1, 2001, Amended January 2, 2016).

Therefore, all employees assigned to work performed to contracts on behalf of the County of Gloucester shall be paid at an hourly rate of compensation as set forth in the Administrative Code provision continue to be required to assure that successful bidders receiving contracts awarded by the County of Gloucester attract and provide the highest quality workers available, ensuring quality workmanship and services, designed to result in County work being completed in a timely and appropriate fashion, with fewer worker injuries and work stoppages, all to the benefit of the County operations specifically and the residents of the County of Gloucester generally. All employees shall be paid at an hourly rate of compensation which shall be not less than one and one half times the State of New Jersey minimum wage; currently \$12.57 per hour. **The Gloucester County "Living Wage" is subject to increase in conjunction with any and all Federal and State Minimum Wage increases as they may occur.**

In lieu of providing health and hospital insurance coverage to employees assigned to perform work as described above, the contract vendor shall pay to such assigned employees an amount equal to 25% of the minimum hourly wage established pursuant to Paragraph A., of this Administrative Code section" Currently \$3.14 per hour.

A statement of employees' wages and benefits must be completed and submitted as a material requirement of the bid in order for the bid to be accepted.

The County of Gloucester may refuse to award a contract to a person or entity submitting a bid if that person or entity has filed or submitted false information, or failed to file or submit the information required by these regulations.

Upon award of contract, the County of Gloucester may require further proof of compliance with the standards set forth in these regulations.

Failure to provide the aforesaid information shall constitute a violation resulting in the withholding of funds due to the contractor until such time as the information is provided. Submission of inaccurate, false, misleading or fraudulent information shall also constitute a violation of the ordinance and result in the withholding of funds due to the contractor and disqualification from consideration for future contracts.

These regulations shall not be construed as preventing any employer from providing rates of pay or benefits which are higher than those required by these regulations, diminishing the responsibilities of a public body or an employer under the provisions of any other law, or impairing any provision of an existing collective bargaining agreement.

These regulations shall not apply to construction contracts that are subject to any prevailing wage laws or regulations, contracts for the provision of goods only, contracts awarded to work-study or cooperative education programs, or contracts awarded for youth or job training programs.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 088

SCOPE OF SERVICES

Personal Care / Homemaker Service is primarily an interim care program to provide home care until a more lasting service can be arranged. As an interim program this service will be limited to a maximum of 38 hours per client per contract year, usually at 2 hours per visit or arranged for the good of the client.

This is a hands-on personal care service for those homebound seniors 60 and over who are unable to care for themselves and have exhausted other services (i.e., Medicare, Medicaid, or private insurance) but who need additional time to arrange long term home care or institutionalization.

Personal Care / Homemaker Services provided by Homemaker /Personal Care Assistants include personal assistance, stand-by assistance, supervision or cues for persons having difficulties with one or more of the following activities of daily living: eating, dressing, bathing and toileting.

Personal Care / Homemaking Service

A Homemaker may:

- sort, spot, wash, **dry, fold, and store** client's personal laundry, linens and towels;
- dust and vacuum client's bedroom and other personal living space;
- wash mirrors, fixtures and non-wood surfaces in bedroom and other personal living space;
- polish wood surfaces in bedroom and other personal living spaces;
- wash and sanitize bathtub, toilet and sink in **client** bathroom and damp mop the floor;
- general tidying of area most highly utilized by the client;
- wash and sanitize countertops in kitchen;
- wash, **dry, and store** dishes;
- wipe **kitchen** sink and stove/**microwave**;
- plan and shop for **client** meal makings;
- prepare **client** meals for immediate and future consumption;
- assist with feeding, dressing, grooming tasks; and
- monitor need for personal care and make appropriate referrals.

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 088

SCOPE OF SERVICES

The service provider will reach the low income and minority target populations by networking with other social service providers, through referrals from the Outreach Program, and by advertising in locations that are convenient and easily accessed by the target population. All clients will be from the frail or disabled target population. Doctors, hospitals, or other medical sources will refer most.

Provider shall develop and maintain a written grievance procedure that assures any beneficiary aggrieved by Provider's denial of services, or with the quality of services furnished by Provider, with an adequate opportunity to resolve the grievance. Provider shall advise all beneficiaries of the existence of the grievance procedure and shall make a copy of the grievance procedure available upon request.

A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THE GRIEVANCE POLICY AND PROCEDURES.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 088

SCOPE OF SERVICES

GRANTEE: Moorestown Visiting Nurse Association, Inc.

PROJECT TITLE: Personal Care Service

POPULATION TO BE SERVED: Residents of the county who are 60 years or older who are ill or infirm. A concerted effort will be made to target the low-income minority population in at least the same proportion of older individuals of the area served by the provider; 30 Total clients; 12 clients low income (40% of 30), 9 clients minority (29% of 30), 30 clients frail/disabled (100% of 30), 21 clients low-income minority (69% of 30).

SERVICE AREA: The entire geographical area of Gloucester County attempting to target, identify, assess, and service those consumers eligible for services.

OBJECTIVE:

~~To provide general support by trained and professionally supervised homemaker home health aides/personal care assistants to homebound clients as an interim service while other arrangements are pursued in order to maintain, strengthen and safeguard the functioning of older individuals and families in their own homes during periods of illness or severe instability.~~

SERVICE DEFINITION:

SERVICE TAXONOMY: 323

Providing personal assistance, stand-by assistance, supervision or cues for persons having difficulties with one or more of the following activities of daily living: eating, dressing, bathing and toileting.

AMOUNT: \$50,100

UNITS OF SERVICE: 1886 (unit= hour)

CLIENT COUNT: 30

UNIT COST: \$ 26.56

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 088

	CASH	IN-KIND	TOTAL
Personnel	-0-	-0-	-0-
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	50,100	-0-	50,100
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET COST	\$50,100.	-0-	\$50,100.

<u>LESS:</u>	Client Income	100
	Grantee Match	-0-

NET BUDGETED COST **\$50,000.**

III B	\$50,000.	100 %
Local Share	-0-	-0-%
Client Income	\$100.	-0-%
TOTAL	\$ 50,100.	100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 088

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE AAA AGREES TO INCLUDE THE FOLLOWING REQUIREMENTS IN ALL SUB-CONTRACTS, INTER-AGENCY AND INTRA-AGENCY AGREEMENTS WITH ALL PARTIES UTILIZING AREA PLAN FUNDING UNDER THIS CONTRACT:

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND POLICIES.
2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER THAT WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THE FOLLOWING CONDITIONS SHALL APPLY:
 - a) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;
 - b) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND
 - c) FUNDS PROVIDED UNDER THIS AGREEMENT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED NOW, OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.
3. **PURSUANT TO SECTION 306(A)(4)(A)(II)(I) OF THE OLDER AMERICAN ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(I), THE PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.**
4. **PURSUANT TO SECTION 306(A)(4)(A)(II)(II), OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(II), THE PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.**
5. **PURSUANT TO SECTION 306(A)(4)(A)(II)(III), OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026 (A)(4)(A)(II)(III), THE PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING**

*SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS
WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS
RESIDING IN THE PLANNING AND SERVICE AREA.*

6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS RECEIVED OR EXPENDED BY SUCH AGENCY TO PROVIDE SERVICES TO OLDER INDIVIDUALS SHALL BE DISCLOSED TO DOAS OR THE COMMISSIONER FOR THE DEPARTMENT OF HUMAN SERVICES UPON REQUEST.

7. FOR AAAS PROVIDING NAPIS REGISTERED SERVICES, THE FOLLOWING SUBCONTRACT LANGUAGE SHALL BE REQUIRED TO RECEIVE FUNDING THROUGH THE AREA PLAN CONTRACT.

a. PROVIDER AGENCY SHALL USE SAMS FOR ALL AREA PLAN CONTRACT DATA REPORTING AND CLIENT TRACKING AS DIRECTED BY THE AAA.

b. IF APPLICABLE, AN ADRC PARTNER SHALL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, **RECORDING SERVICE DELIVERY AND CLIENT CHARACTERISTICS, AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.**

c. SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS.

d. ALL PROVIDER AGENCIES, SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL NOTIFY THE AAA, NO LATER THAN THE END OF THE NEXT WORKING DAY, WHEN A SAMS USER NO LONGER REQUIRES ACCESS TO SAMS TO CONDUCT BUSINESS FOR AREA PLAN CONTRACT PURPOSES, SUCH AS WHEN THE USER HAS BEEN REASSIGNED JOB FUNCTIONS, SEPARATES FROM EMPLOYMENT OR CEASES PROVIDING SERVICES.

***NOTE: IF THE SUB GRANTEE IS NOT GOING TO ENTER DATA INTO SAMS IT IS THE RESPONSIBILITY OF THE AAA TO ENTER ALL SUB GRANTEE DATA INTO THE SAMS DATABASE.**

8. IN ADDITION TO ANY APPLICABLE HIPAA REQUIREMENTS, IF REQUIRED BY LAW OR REQUESTED BY DOAS, THE SUB-GRANTEE OR THIRD PARTY, OR INDIVIDUALS WORKING FOR OR WITH A SUB-GRANTEE OR THIRD PARTY, SHALL MAINTAIN THE CONFIDENTIALITY OF EACH PARTICIPANT'S PERSONAL AND CONFIDENTIAL INFORMATION AND SHALL NOT DISCLOSE SUCH INFORMATION EXCEPT WHERE DISCLOSURE IS CONSISTENT WITH APPLICABLE LAW AND DOAS REQUIREMENTS AND POLICIES, AND THE DISCLOSURE IS MADE TO THE PARTICIPANT; TO THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY UPON THE INFORMED WRITTEN CONSENT OF THE PARTICIPANT OR THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY PURSUANT TO A COURT ORDER; OR IF DISCLOSURE IS MADE FOR PROGRAM MONITORING BY AUTHORIZED FEDERAL, STATE OR LOCAL MONITORING AGENCIES.

9. EACH SUB-GRANTEE SHALL HAVE A BUSINESS CONTINUITY PLAN THAT WILL BE ACTIVATED IN THE EVENT OF AN EMERGENCY. THE PLAN SHALL ADDRESS WAYS IN WHICH CRITICAL SERVICES ARE MAINTAINED FOR THE PARTICIPANT AND A DESCRIPTION OF THE METHODS FOR COMMUNICATING ABOUT SERVICE CONTINUATION.

10. EACH SUB-GRANTEE SHALL UTILIZE ITS AAA'S GRIEVANCE, RECORD RETENTION AND CLIENT CONTRIBUTION POLICIES.

11. EACH SUB-GRANTEE SHALL REQUIRE ITS WORKERS TO COMPLETE GRANT ALLOCATION TIMESHEETS FOR PERSONNEL ALLOCATION PURPOSES.

12. PROVIDERS ARE REQUIRED TO MAINTAIN SIGNED CONFIDENTIALITY AGREEMENTS FOR SAMS USERS FOR THE LENGTH OF THE CONTRACT AND TO MAKE THESE SIGNED DOCUMENTS AVAILABLE FOR REVIEW BY THE MA UPON REQUEST.

METHOD OF PAYMENT, MONITORING AND REPORTS REQUIRED

PAYMENTS

THE GRANTEE SHALL BE PAID, QUARTERLY, UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, A SUM NOT TO EXCEED 1/4 OF THE TOTAL GRANT PORTION OF THIS CONTRACT.

ALL PAYMENTS ARE TO BE MADE ON A REIMBURSEMENT BASIS, PURSUANT TO AVAILABILITY OF STATE AND FEDERAL GRANT FUNDS.

THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:

THE TOTAL AMOUNT OF THIS CONTRACT WILL BE PAID ON A QUARTERLY BASIS UNTIL THE LAST QUARTER, WHEN ANY ADJUSTMENTS DUE TO ANY CUTBACKS IN GRANT FUNDING WILL BE MADE.

REPORTS

~~REPORTS, BOTH PROGRAMMATIC AND FISCAL, ARE DUE ON A MONTHLY AND QUARTERLY BASIS AS NEEDED FOR PROGRAMS UNDER TITLE III, AND ARE DUE FIVE WORKING DAYS AFTER THE FIRST OF EACH MONTH. ALL PROGRAM COORDINATORS ARE TO GIVE A QUARTERLY NARRATIVE REPORT ON THE PROGRESS OF THE PROGRAM.~~

MONITORING:

THERE WILL BE ONE DOCUMENTED FORMAL MONITORING VISIT EACH YEAR FOR PROGRAMMATIC EVALUATION AND ONE FOR FISCAL ACCOUNTABILITY.

MEETINGS:

THERE WILL BE FOUR MANDATORY MEETINGS FOR SERVICE PROVIDERS DURING THE CONTRACT YEAR.

CLIENT SURVEY:

ALL PROGRAM COORDINATORS ARE TO SURVEY PERSONS WHO HAVE BEEN BENEFICIARIES OR RECIPIENTS OF SERVICES IN ORDER TO GAIN INFORMATION ON THE PROBLEMS OF THE POPULATION, AS WELL AS THEIR SATISFACTION WITH THE SERVICES RECEIVED. COMPLETED SURVEYS AND SUMMARIZATION OF FINDINGS MUST BE FORWARDED TO THE OFFICE ON AGING ANNUALLY.

GLOUCESTER COUNTY IS AN AGING AND DISABILITY RESOURCE CONNECTION (ADRC), A SINGLE POINT OF ENTRY INTO THE LONG TERM CARE SYSTEM FOR OLDER ADULTS AND PEOPLE WITH DISABILITIES. SOMETIMES REFERRED TO AS ONE-STOP OR NO WRONG DOOR, SERVICE PROVIDERS WITHIN THE AREA PLAN CONTRACT ARE TO REFER CONSUMERS AND THEIR FAMILIES TO THE ADRC. INFORMATION, ADVICE, OPTIONS COUNSELING AND OTHER SERVICES WILL BE PROVIDED TO HELP CONSUMERS OF ALL INCOMES TO MAKE INFORMED DECISIONS ABOUT BOTH PUBLIC AND PRIVATE LONG TERM SUPPORTS AND SERVICES.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT
NUMBERED 088 CONSISTS OF 20 PAGES NUMBERED
CONSEQUENTLY.

IN WITNESS THEREOF, THE COUNTY AND THE GRANTEE HAVE
EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

Moorestown Visiting Nurse Association, Inc.

300 Harper Drive

Moorestown, NJ 08057-3208

BY: Charlotte A. Holcombe
(Name)
President & CEO
(Title)

Date 11/28/2017

GRANTOR:

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ Date _____

NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

Laurie J. Burns, Clerk of the Board

THIS AGREEMENT dated this _____ day of _____

2/21/18

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

GRANT AGREEMENT NUMBER 073 DATE 1/1/2018

APPROPRIATION CODE _____

PROJECT MOORESTOWN VNA ASSISTANCE FOR
INDEPENDENT LIVING

GRANTEE MOORESTOWN VISITING NURSE ASSOCIATION INC.

300 Harper Drive

Moorestown, NJ 08057-3208

GRANT AGREEMENT PAGES 1 THROUGH 19

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

GRANT AGREEMENT

INDEX TO PROVISION

GENERAL PROVISIONS OF GRANT AGREEMENT

1. Term of Agreement
2. Compliance
3. Other Funds
4. Scope of Services
5. Compensations
6. Method of Payment
7. Books & Records
8. Reports and Submissions
9. Travel Expenses
10. Personal Property
11. Unexpended Fund Balances
12. Changes
- ~~13. Assignability~~
14. Discrimination Prohibited
15. Availability of Funds
16. Termination
17. Insurance

SUPPLEMENTARY PROVISIONS

18.thru 22

ASSURANCES

ATTACHMENTS: I- Gloucester County Administrative Code to Mandate Minimum Hourly Rates of Pay, And Health Care Benefits For Certain Non-County Employees

A - Scope of Services

B - Approved Budget

C - Method of Payment and Reporting Requirements
Monitoring Schedule and Limitations of Contract

**COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT**

DEFINITIONS:

PROJECT : MOORESTOWN VNA ASSISTANCE FOR
INDEPENDENT LIVING

ACT: Title III of the Older Americans Act, as amended

AUTHORIZED APPROPRIATION:

ACCOUNT TITLE Area Plan

ACCOUNT CODE _____

CONTRACT PERIOD:

THIS AGREEMENT, ENTERED INTO THIS 1ST DAY OF JANUARY, 2018

BY AND BETWEEN THE BOARD OF CHOSEN FREEHOLDERS OF THE
COUNTY OF GLOUCESTER HEREINAFTER REFERRED TO AS THE "COUNTY"

AND:

GRANTEE MOORESTOWN VNA, INC.

300 Harper Drive

Moorestown, NJ 08057-3208

HEREINAFTER REFERRED TO AS THE "GRANTEE".

WITNESSETH THAT:

1. TERM OF AGREEMENT. THIS AGREEMENT SHALL BE EFFECTIVE AS
OF THE 1ST DAY OF JANUARY, 2018 AND SHALL TERMINATE NO LATER
THAN THE 31ST DAY OF DECEMBER, 2018.

2. COMPLIANCE. THE GRANTEE, IN ORDER TO INDUCE THE COUNTY TO MAKE THE WITHIN GRANT FOR THE PROJECT, AGREES THAT IT SHALL COMPLY WITH ALL PROVISIONS OF THE AUTHORIZING APPROPRIATION, THE ACT, AND ANY REGULATIONS, REQUIREMENTS OR GUIDELINES WHICH THE COUNTY MAY ISSUE, WHETHER EXPLICITLY REFERRED TO HEREIN OR NOT.

IT IS FURTHER AGREED THAT THE GRANTEE SHALL SEEK AND DEVELOP ITS OWN SOURCE OF FUNDING IN ANTICIPATION OF THE EXPIRATION OF THIS GRANT. IN NO EVENT SHALL THIS GRANT BE CONSTRUED AS A COMMITMENT BY THE COUNTY TO EXPEND FUNDS BEYOND THE TERMINATION DATE SET FORTH IN PARAGRAPH 1.

3. OTHER FUNDS. THE GRANTEE SHALL NOT USE FUNDS PROVIDED UNDER THIS AGREEMENT TO REPLACE EXISTING OR COMMITTED FINANCIAL SUPPORT FOR THE SAME PROJECT. EXCEPT AS MAY BE PROVIDED BY THIS BOARD OF CHOSEN FREEHOLDERS.

4. SCOPE OF SERVICES. IN CONSIDERATION OF THE GRANT PROVIDED BY THIS AGREEMENT, THE GRANTEE SHALL, IN A SATISFACTORY AND PROPER MANNER AS DETERMINED BY THE COUNTY, PERFORM ALL SERVICES SPECIFIED IN ATTACHMENT "A".

5. COMPENSATION. THE COUNTY SHALL GRANT TO THE GRANTEE A SUM NOT TO EXCEED THE AMOUNT CONTRACTED. THE GRANTEE SHALL EXPEND PROJECT FUNDS IN ACCORDANCE WITH THE APPROVED BUDGET AS SET FORTH ON ATTACHMENT "B". EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B", THE AMOUNTS EXPENDED FOR THE CONSULTANTS MAJOR CATEGORY MAY NOT EXCEED THE ~~APPROVED LIMIT WITHOUT PRIOR WRITTEN APPROVAL OF THE COUNTY.~~ ANY LINE ITEM WITHIN THE MAJOR COST CATEGORY OF CONSULTANTS WHICH SHALL NOT HAVE BEEN EXPENDED IN ACCORDANCE WITH ATTACHMENT "B" SHALL BE CREDITED AGAINST AND DEDUCTED FROM THE TOTAL COMPENSATION TO BE PAID TO THE GRANTEE UNDER THIS AGREEMENT. EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B". THE AMOUNT EXPENDED FOR EACH OF THE OTHER MAJOR COST CATEGORIES LISTED ON ATTACHMENT "B", WITH THE EXCEPTION OF THE CATEGORY OF CONSULTANTS, MAY NOT EXCEED THE APPROVED AMOUNT BY MORE THAN 1/4 OF 1% PROVIDED, HOWEVER, THAT THE TOTAL APPROVED BUDGET IS NOT EXCEEDED. THE EXPRESS PRIOR WRITTEN APPROVAL OF THE BUDGET IS NECESSARY TO EXCEED THESE LIMITATIONS.

6. METHOD OF PAYMENT. THE COUNTY SHALL MAKE PAYMENTS UNDER THIS AGREEMENT UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, TOGETHER WITH SUCH OTHER DOCUMENTATION AS MAY BE REQUIRED. THE MANNER AND FORM OF SUCH SUBMISSIONS SHALL BE IN ACCORDANCE WITH THE PROCEDURES DESCRIBED ON ATTACHMENT "C". AS MANDATED BY THE STATE DIVISION ON AGING, 10%

OF THE CONTRACT TOTAL FUNDS WILL BE WITHHELD UNTIL ACCEPTANCE OF AN AUDIT REPORT ON THE PROGRAM.

EACH INVOICE SHALL CONTAIN AN ITEMIZED, DETAILED DESCRIPTION OF ALL WORK PERFORMED DURING THE BILLING PERIOD. FAILURE TO PROVIDE SUFFICIENT SPECIFICITY SHALL BE CAUSE FOR REJECTION OF THE INVOICE UNTIL THE NECESSARY DETAILS ARE PROVIDED."

IT IS ALSO AGREED AND UNDERSTOOD THAT THE ACCEPTANCE OF THE FINAL PAYMENT BY CONTRACTOR SHALL BE CONSIDERED A RELEASE IN FULL OF ALL CLAIMS AGAINST THE COUNTY ARISING OUT OF, OR BY REASON OF, THE WORK DONE AND MATERIALS FURNISHED UNDER THIS CONTRACT."

7. BOOKS AND RECORDS. THE GRANTEE SHALL MAINTAIN SUCH RECORDS AND ACCOUNTS AS ARE DEEMED NECESSARY BY THE COUNTY TO ASSURE A PROPER ACCOUNTING FOR ALL PROJECT FUNDS, BOTH STATE AND NON-STATE SHARES. THESE RECORDS SHALL BE AVAILABLE FOR AUDIT AND EXAMINATION BY ANY GOVERNMENT AGENCY HAVING AN INTEREST IN THE PROJECT. THE COUNTY SHALL HAVE THE RIGHT TO CONDUCT SAID AUDIT OR EXAMINATION AT ANY TIME DURING REGULAR WORKING HOURS OF THIS PROJECT. SAID RECORDS SHALL BE RETAINED FOR FIVE (5) YEARS AFTER THE EXPIRATION OF THIS AGREEMENT UNLESS THE COUNTY, IN WRITING, SPECIFICALLY WAIVES SUCH REQUIREMENT. THE GRANTEE HEREBY ACKNOWLEDGES THAT THE COUNTY SHALL CARRY OUT SUCH MONITORING AND EVALUATION ACTIVITIES AS IT SHALL FROM TIME TO TIME REQUIRE FOR PROPER ADMINISTRATION AND PERFORMANCE OF THIS GRANT.

8. REPORTS AND SUBMISSIONS. THE GRANTEE SHALL SUBMIT SUCH REPORTS RELATING TO THE ACTIVITIES AND THE FINANCES OF THE PROJECT AS SHALL BE REQUIRED BY THE COUNTY. THE REQUIRED REPORTS SHALL BE IN THE FORM SPECIFIED ON ATTACHMENT " C". THE GRANTEE SHALL SUBMIT A FINAL REPORT WITHIN 10 DAYS AFTER THE END OF THE CONTRACT PERIOD.

9. TRAVEL EXPENSES. THE GRANTEE, IF A PUBLIC AGENCY, SHALL CHARGE EXPENSES FOR TRAVEL IN ACCORDANCE WITH THE CUSTOMARY PRACTICE IN THE GOVERNMENT OF WHICH THE AGENCY IS A PART. IF THE GRANTEE IS A PRIVATE AGENCY, EXPENSES CHARGED FOR TRAVEL SHALL NOT EXCEED THOSE ALLOWABLE UNDER THE COUNTY OF GLOUCESTER TRAVEL REGULATION. IN ANY EVENT, TRAVEL EXPENSES SHALL NOT BE CHARGED IN EXCESS OF THE ALLOWABLE BUDGET AMOUNT.

10. PERSONAL PROPERTY. IF PERSONALTY, INCLUDING EQUIPMENT COSTING LESS THAN ONE HUNDRED (\$100.00) DOLLARS PER ITEM IS ACQUIRED AND USED FOR THREE (3) YEARS FROM DATE OF ACQUISITION FOR APPROVED CONTRACT PURPOSES, TITLE TO SUCH PROPERTY SHALL VEST IN THE GRANTEE. PERSONALTY, INCLUDING

EQUIPMENT, COSTING MORE THAN ONE HUNDRED (\$100.00) DOLLARS OR USED FOR LESS THAN THREE (3) YEARS SHALL BE OWNED BY THE COUNTY. THE COUNTY AT ITS OPTION MAY, HOWEVER, PERMIT THE GRANTEE TO RETAIN SUCH PROPERTY, SUBJECT TO REIMBURSEMENT TO THE COUNTY (AREA PLAN GRANT UNDER TITLE III) OF ITS COST MINUS A FAIR RENTAL VALUE, FOR THE PERIOD OF ACTUAL USE.

11. UNEXPENDED FUND BALANCES. THE GRANTEE MAY INCUR COSTS ONLY DURING THE PERIOD SET FORTH IN PARAGRAPH #1 OF THIS AGREEMENT. EXPENDITURES MADE BEFORE OR AFTER THESE DATES SHALL BE DISALLOWED. FUNDS OBLIGATED BUT NOT DISBURSED AT THE END OF THIS CONTRACT PERIOD SHALL BE LIQUIDATED AS SOON AS POSSIBLE AFTER THE CLOSE OF THE CONTRACT PERIOD. WITHIN 30 DAYS AFTER COMPLETION OF FINAL AUDITS, ALL UNEXPENDED FUNDS SHALL BE RETURNED TO THE COUNTY DIVISION OF SENIOR SERVICES.

12. CHANGES. THE COUNTY MAY, FROM TIME TO TIME, REQUEST CHANGES IN THE SCOPE OF SERVICES OF THE GRANTEE TO BE PERFORMED. SUCH CHANGES, INCLUDING ANY INCREASE OR DECREASE IN THE AMOUNT OF THE GRANTEE'S COMPENSATION WHICH ARE MUTUALLY AGREED UPON BY AND BETWEEN THE COUNTY AND THE GRANTEE, MUST BE INCORPORATED IN WRITTEN AMENDMENTS TO THIS AGREEMENT.

13. ASSIGNABILITY. THE GRANTEE SHALL NOT SUBCONTRACT ANY OF THE WORK OR SERVICES COVERED BY THIS AGREEMENT, NOR SHALL ANY INTEREST IN THIS AGREEMENT BE ASSIGNED OR TRANSFERRED, EXCEPT ~~AS MAY BE PROVIDED WITHIN THE TERMS OF THIS AGREEMENT OR WITH~~ THE EXPRESS WRITTEN APPROVAL OF THE COUNTY.

14. DISCRIMINATION PROHIBITED. THE GRANTEE SHALL NOT DISCRIMINATE IN THE PERFORMANCE OF THIS AGREEMENT BECAUSE OF SEX, RACE, CREED OR NATIONAL ORIGIN OR OF DISABILITY, ACCORDING TO SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED.

15. AVAILABILITY OF FUNDS. THE PARTIES HERETO RECOGNIZE THAT THIS GRANT AGREEMENT, MADE ON BEHALF OF THE COUNTY, IS DEPENDENT UPON SUCH FUNDING APPROPRIATION AS MAY BE MADE BY THE STATE DEPARTMENT, THE FEDERAL GOVERNMENT OR OTHER FUNDING SOURCES; THE COUNTY SHALL NOT BE HELD LIABLE FOR ANY BREACH OF THIS AGREEMENT BECAUSE OF THE ABSENCE OF AVAILABLE FUNDING APPROPRIATIONS.

16. TERMINATION. THE COUNTY MAY, BY GIVING WRITTEN NOTICE TO THE GRANTEE, SPECIFYING THE EFFECTIVE DAY, TERMINATE THIS

AGREEMENT IN WHOLE OR IN PART, AT ANY TIME, WITHOUT CAUSE AND FOR CONVENIENCE, OR FOR ANY CAUSE, WHICH SHALL INCLUDE BUT NOT BE LIMITED TO:

(A) UTILIZATION OF ANY PORTION OF THE APPROPRIATION HEREUNDER TO EMPLOY OR OTHERWISE COMPENSATE ANY PERSON EMPLOYED BY THE COUNTY WHO HAS DIRECTLY PARTICIPATED IN THE NEGOTIATION OR APPROVAL OF THIS AGREEMENT;

(B) DISCOVERY OF ANY PECUNIARY OR PERSONAL INTEREST BY THE GRANTEE, ITS EMPLOYEES, ITS OFFICERS, ITS TRUSTEES, OR ITS DIRECTORS IN THE PROJECT, OR IN ANY CONTRACT EMANATING FROM THE OPERATION OF THIS PROJECT;

(C) FAILURE, FOR ANY REASON, OF THE GRANTEE TO SATISFY ITS OBLIGATIONS UNDER THIS AGREEMENT;

(D) SUBMISSION BY THE GRANTEE TO THE COUNTY OF REPORTS THAT ARE INCORRECT OR INCOMPLETE IN ANY MATERIAL RESPECT;

(E) ANY IMPROPER OR INEFFICIENT USE OF FUNDS, PROVIDED UNDER THIS AGREEMENT;

(F) FAILURE OF THE GRANTEE TO PERMIT THE COUNTY TO MAKE AN INSPECTION OF THE ADMINISTRATIVE OR OPERATIONAL FACILITIES OF THE PROJECT;

(G) CONDUCT OR ACTS OF THE GRANTEE AND/OR ITS STAFF WHICH ARE DETRIMENTAL TO THE OBJECTIVES OF THIS PROJECT;

(H) ANY VIOLATION OF THE NEW JERSEY CONFLICTS OF INTEREST LAW, N.J.S.A. 52:13D-12 ET SEQ.;

(I) FAILURE TO INCORPORATE INTO GRANTEE'S PERSONNEL POLICIES AND PROCEDURES A SYSTEM OF FULL DISCLOSURE OF ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT WHO HAVE BEEN CONVICTED OF A CRIME.

UPON TERMINATION OF THIS AGREEMENT, THE GRANTEE SHALL FORTHWITH RETURN ALL PROCEEDS OF THE GRANT TO THE COUNTY.

17. PROOF OF INSURANCE. PRIOR TO THE COMMENCEMENT OF WORK UNDER THIS CONTRACT AND UNTIL COMPLETION AND FINAL ACCEPTANCE OF THE WORK, VISITING HOMEMAKER AND HEALTH SERVICES INC. SHALL, AT ITS SOLE EXPENSE, MAINTAIN INSURANCE COVERAGE AND SHALL FURNISH TO THE COUNTY, CERTIFICATES OF

INSURANCE EVIDENCING SAME AND REFLECTING THE EFFECTIVE DATE OF SUCH COVERAGE.

SUPPLEMENTARY PROVISIONS

(PROVISIONS NUMBERED 18 AND FOLLOWING)

18. THE FOLLOWING REGULATIONS CONCERNING PUBLICATIONS SHALL BE ADHERED TO BY THE GRANTEE:

- A. ANY BOOKS, REPORTS, PAMPHLETS, PAPERS OR ARTICLES RECEIVING SUPPORT UNDER TITLE III MUST CONTAIN AN ACKNOWLEDGMENT OF THAT SUPPORT.
- B. THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, ADMINISTRATION ON AGING (HEREINAFTER CALLED AoA) RESERVES THE OPTION TO RECEIVE FREE OF CHARGE UP TO 12 COPIES OF ANY PUBLICATION PUBLISHED AS A PART OF TITLE III PROJECTS, AND TWO COPIES OF ANY PROJECT BASED ON PROJECT ACTIVITIES.
- C. WHERE A PROJECT RESULTS IN A BOOK OR OTHER COPYRIGHTABLE MATERIAL, THE AUTHOR IS FREE TO OBTAIN A COPYRIGHT, BUT AoA RESERVES A ROYALTY-FREE, ~~NON-EXCLUSIVE, AND IRREVOCABLE LICENSE TO~~ REPRODUCE, PUBLISH OR OTHERWISE USE, OR AUTHORIZE OTHERS TO USE, ALL SUCH MATERIALS.

19. A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THAT THE PROGRAM IS FUNDED THROUGH A GRANT BY NJ DEPARTMENT OF HUMAN SERVICES, DIVISION OF AGING SERVICES.

20. INDEMNIFICATION. DURING THE PERFORMANCE OF THIS CONTRACT, THE VENDOR AGREES AS FOLLOWS:

THE VENDOR SHALL BE RESPONSIBLE FOR AND SHALL KEEP, SAVE AND HOLD THE COUNTY OF GLOUCESTER HARMLESS FROM ALL CLAIMS, LOSS, LIABILITY, EXPENSE, OR DAMAGE RESULTING FROM ALL MENTAL OR PHYSICAL INJURIES OR DISABILITIES, INCLUDING DEATH, TO EMPLOYEES OR RECIPIENTS OF THE VENDOR'S SERVICES OR TO ANY OTHER PERSONS, OR FROM ANY DAMAGE TO ANY PROPERTY SUSTAINED IN CONNECTION WITH THIS CONTRACT WHICH RESULTS FROM ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE OR MALPRACTICE, OF ANY OF ITS OFFICERS,

DIRECTORS, EMPLOYEES, AGENTS, SERVANTS OR INDEPENDENT CONTRACTORS, OR FROM THE VENDOR'S FAILURE TO PROVIDE FOR THE SAFETY AND PROTECTION OF ITS EMPLOYEES, WHETHER OR NOT DUE TO NEGLIGENCE, FAULT, OR DEFAULT OF THE VENDOR. THE VENDOR'S LIABILITY UNDER THIS AGREEMENT SHALL CONTINUE AFTER THE TERMINATION OF THIS AGREEMENT WITH RESPECT TO ANY LIABILITY, LOSS, EXPENSE OR DAMAGE RESULTING FROM ACTS OCCURRING PRIOR TO TERMINATION.

21. THIS CONTRACT, IN ALL PHASES, IS PURSUANT TO THE AVAILABILITY OF FEDERAL AND STATE FUNDING FOR THE AREA PLAN.
22. ADDITIONAL INSURED, THE COUNTY OF GLOUCESTER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECT TO VISITING NURSE AND HOSPICE SERVICES INC. FOR THE EVENT OF THE V.H.H.S ASSISTANCE FOR INDEPENDENT LIVING PROGRAM FOR SENIORS ON JANUARY 1, 2018 UNTIL DECEMBER 31, 2018.

ASSURANCES

THE GRANTEE AGREES IN THE PERFORMANCE OF THIS CONTRACT TO COMPLY WITH ALL FEDERAL, STATE AND MUNICIPAL LAWS, RULES AND REGULATIONS GENERALLY APPLICABLE TO THE ACTIVITIES BY WHOMSOEVER PERFORMED IN WHICH THE GRANTEE IS ENGAGED IN THE PERFORMANCE OF THIS CONTRACT. FAILURE TO COMPLY WITH SUCH LAWS, RULES OR REGULATIONS SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT. THE PERFORMANCE OF THIS CONTRACT SHALL BE ACCOMPLISHED IN A MANNER GENERALLY CONSISTENT WITH ~~ADMINISTRATION OF GRANTS, CODE OF FEDERAL REGULATIONS, TITLE 45,~~ PART 74.

THE GRANTEE CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT NO FEDERAL APPROPRIATED FUNDS HAVE BEEN OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE ANY MEMBER OF CONGRESS OR ANY OFFICER OR EMPLOYEE OF CONGRESS OR OTHER GOVERNMENT AGENCIES IN CONNECTION WITH THE AWARDED OF ANY FEDERAL GRANT, LOAN, CONTRACT, OR COOPERATIVE AGREEMENT, AND IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID THE GRANTEE WILL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING".

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE AAA AGREES TO INCLUDE THE FOLLOWING REQUIREMENTS IN ALL SUB-CONTRACTS, INTER-AGENCY AND INTRA-AGENCY AGREEMENTS WITH ALL PARTIES UTILIZING AREA PLAN FUNDING UNDER THIS CONTRACT:

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND POLICIES.
2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER THAT WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THE FOLLOWING CONDITIONS SHALL APPLY:
 - a) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;
 - b) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND
 - c) FUNDS PROVIDED UNDER THIS AGREEMENT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED NOW, OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.
3. **PURSUANT TO SECTION 306(A)(4)(A)(II)(I) OF THE OLDER AMERICAN ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(I), THE PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.**
4. **PURSUANT TO SECTION 306(A)(4)(A)(II)(II), OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(II), THE PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.**
5. **PURSUANT TO SECTION 306(A)(4)(A)(II)(III), OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026 (A)(4)(A)(II)(III), THE PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.**
6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS RECEIVED OR EXPENDED BY SUCH AGENCY TO PROVIDE SERVICES TO OLDER INDIVIDUALS SHALL BE DISCLOSED TO DOAS OR THE COMMISSIONER FOR THE DEPARTMENT OF HUMAN SERVICES UPON REQUEST.
7. FOR AAAS PROVIDING NAPIS REGISTERED SERVICES, THE FOLLOWING SUBCONTRACT LANGUAGE SHALL BE REQUIRED TO RECEIVE FUNDING THROUGH THE AREA PLAN CONTRACT.

- a. PROVIDER AGENCY SHALL USE SAMS FOR ALL AREA PLAN CONTRACT DATA REPORTING AND CLIENT TRACKING AS DIRECTED BY THE AAA.
- b. IF APPLICABLE, AN ADRC PARTNER SHALL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, **RECORDING SERVICE DELIVERY AND CLIENT CHARACTERISTICS, AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.**
- c. SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS.
- d. ALL PROVIDER AGENCIES, SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL NOTIFY THE AAA, NO LATER THAN THE END OF THE NEXT WORKING DAY, WHEN A SAMS USER NO LONGER REQUIRES ACCESS TO SAMS TO CONDUCT BUSINESS FOR AREA PLAN CONTRACT PURPOSES, SUCH AS WHEN THE USER HAS BEEN REASSIGNED JOB FUNCTIONS, SEPARATES FROM EMPLOYMENT OR CEASES PROVIDING SERVICES.

***NOTE: IF THE SUB GRANTEE IS NOT GOING TO ENTER DATA INTO SAMS IT IS THE RESPONSIBILITY OF THE AAA TO ENTER ALL SUB GRANTEE DATA INTO THE SAMS DATABASE.**

8. IN ADDITION TO ANY APPLICABLE HIPAA REQUIREMENTS, IF REQUIRED BY LAW OR REQUESTED BY DOAS, THE SUB-GRANTEE OR THIRD PARTY, OR INDIVIDUALS WORKING FOR OR WITH A SUB-GRANTEE OR THIRD PARTY, SHALL MAINTAIN THE CONFIDENTIALITY OF EACH PARTICIPANT'S PERSONAL AND CONFIDENTIAL INFORMATION AND SHALL NOT DISCLOSE SUCH INFORMATION EXCEPT WHERE DISCLOSURE IS CONSISTENT WITH APPLICABLE LAW AND DOAS REQUIREMENTS AND POLICIES, AND THE DISCLOSURE IS MADE TO THE PARTICIPANT; TO THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY UPON THE INFORMED WRITTEN CONSENT OF THE PARTICIPANT OR THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY PURSUANT TO A COURT ORDER; OR IF DISCLOSURE IS MADE FOR PROGRAM MONITORING BY AUTHORIZED FEDERAL, STATE OR LOCAL MONITORING AGENCIES.
9. EACH SUB-GRANTEE SHALL HAVE A BUSINESS CONTINUITY PLAN THAT WILL BE ACTIVATED IN THE EVENT OF AN EMERGENCY. THE PLAN SHALL ADDRESS WAYS IN WHICH CRITICAL SERVICES ARE MAINTAINED FOR THE PARTICIPANT AND A DESCRIPTION OF THE METHODS FOR COMMUNICATING ABOUT SERVICE CONTINUATION.
10. EACH SUB-GRANTEE SHALL UTILIZE ITS AAA'S GRIEVANCE, RECORD RETENTION AND CLIENT CONTRIBUTION POLICIES.
11. EACH SUB-GRANTEE SHALL REQUIRE ITS WORKERS TO COMPLETE GRANT ALLOCATION TIMESHEETS FOR PERSONNEL ALLOCATION PURPOSES.
12. PROVIDERS ARE REQUIRED TO MAINTAIN SIGNED CONFIDENTIALITY AGREEMENTS FOR SAMS USERS FOR THE LENGTH OF THE CONTRACT AND TO MAKE THESE SIGNED DOCUMENTS AVAILABLE FOR REVIEW BY THE MA UPON REQUEST.

LICENSURE REQUIREMENT.

ALL SERVICES PROVIDED UNDER THIS PART MUST MEET ANY EXISTING STATE AND LOCAL LICENSURE REQUIREMENTS FOR THE PROVISION OF THOSE SERVICES.

PREFERENCE FOR THOSE WITH GREATEST ECONOMIC NEED.

ALL SERVICE PROVIDERS UNDER THIS PART MUST GIVE PREFERENCE TO THOSE WITH GREATEST ECONOMIC OR SOCIAL NEED. SERVICE PROVIDERS MAY USE METHODS SUCH AS LOCATIONS OF SERVICES AND SPECIALIZATION IN THE TYPES OF SERVICES MOST NEEDED BY THESE GROUPS TO MEET THIS REQUIREMENT. NO SERVICE PROVIDER MAY USE A MEANS TEST.

CLIENT CONTRIBUTIONS.

UNDER TITLE III OF THE OLDER AMERICANS ACT EACH CLIENT MUST BE GIVEN AN OPPORTUNITY TO CONTRIBUTE TO THE SERVICE BEING PROVIDED. ALL CONTRIBUTIONS MUST BE ACCOUNTED FOR AND MUST BE USED BY THE SERVICE PROVIDER FOR THE EXPANSION OF THE SERVICE.

ADVISORY ROLE TO SERVICE PROVIDERS OF OLDER PERSONS.

EACH SERVICE PROVIDER UNDER THE AREA PLAN MUST HAVE PROCEDURES FOR OBTAINING THE VIEWS OF PARTICIPANTS ON THE SERVICES THEY RECEIVE.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT I, LIVING WAGE AGREEMENT, GRANT NUMBER 073

The County of Gloucester has implemented a "Living Wage" Resolution to be utilized in all Gloucester County Contracts. This was enacted under the Gloucester County Administrative Code, Article, PUR-4, Purchasing Procedures. (Dated August 1, 2001, Amended January 2, 2018).

Therefore, all employees assigned to work performed to contracts on behalf of the County of Gloucester shall be paid at an hourly rate of compensation as set forth in the Administrative Code provision continue to be required to assure that successful bidders receiving contracts awarded by the County of Gloucester attract and provide the highest quality workers available, ensuring quality workmanship and services, designed to result in County work being completed in a timely and appropriate fashion, with fewer worker injuries and work stoppages, all to the benefit of the County operations specifically and the residents of the County of Gloucester generally. All employees shall be paid at an hourly rate of compensation which shall be not less than one and one half times the State of New Jersey minimum wage; currently \$12.57 per hour. **The Gloucester County "Living Wage" is subject to increase in conjunction with any and all Federal and State Minimum Wage increases as they may occur.**

In lieu of providing health and hospital insurance coverage to employees assigned to perform work as described above, the contract vendor shall pay to such assigned employees an amount equal to 25% of the minimum hourly wage established pursuant to Paragraph A., of this Administrative Code section" Currently \$3.14 per hour.
A statement of employees' wages and benefits must be completed and submitted as a material requirement of the bid in order for the bid to be accepted.

~~The County of Gloucester may refuse to award a contract to a person or entity submitting a bid if that person or entity has filed or submitted false information, or failed to file or submit the information required by these regulations.~~

Upon award of contract, the County of Gloucester may require further proof of compliance with the standards set forth in these regulations.

Failure to provide the aforesaid information shall constitute a violation resulting in the withholding of funds due to the contractor until such time as the information is provided. Submission of inaccurate, false, misleading or fraudulent information shall also constitute a violation of the ordinance and result in the withholding of funds due to the contractor and disqualification from consideration for future contracts.

These regulations shall not be construed as preventing any employer from providing rates of pay or benefits which are higher than those required by these regulations, diminishing the responsibilities of a public body or an employer under the provisions of any other law, or impairing any provision of an existing collective bargaining agreement.

These regulations shall not apply to construction contracts that are subject to any prevailing wage laws or regulations, contracts for the provision of goods only, contracts awarded to work-study or cooperative education programs, or contracts awarded for youth or job training programs.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 073

SCOPE OF SERVICES

Moorestown VNA Assistance for Independent Living Program will provide service to the frail/disabled elderly population in need of protection in order to prevent inappropriate institutionalization, abuse and neglect. Services of a certified home health aide are provided to clients who require in home care under the direction of a nurse or certified home health aide. Program services are available on a referral basis. The home health aid program provides personal care to include bathing, meal preparation, assistance with diets, assisting with bed mobility and ambulating, and assisting with self-administered medication. Also provides for the performance of light household tasks related to health maintenance services. The inability to perform these tasks frequently forces the elderly to seek institutionalized care. This long-term care program will provide each client with a maximum of 3 hours of service, up to 3 times each week for a maximum of (8) eight weeks in the current contract year, or can be extended as circumstances dictate..

Clients will also be referred by the Division of Senior Service i.e. Information and Assistance staff, Caregiver Specialist, and the ADRC Nurse Assessor. It is the policy of the Agency to employ only home health aides who are certified by the NJ Board of Nursing and have satisfactorily completed a competency skills test.

As a licensed Home Health Agency, tools for evaluating agency and staff performance, staff and services provided by outside agencies and patient satisfaction are already available. Evaluating the effectiveness of the program is accomplished by periodic reviews of the program goals in conjunction with input from statistics, quality assurance reviews by staff and the Professional Advisory Committee, patient surveys, site visits by administrative staff and on-going communication with provider agencies.

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 073

SCOPE OF SERVICES

Gloucester County is an Aging and Disability Resource Connection (ADRC), a single point of entry into the long term care system for older adults and people with disabilities. Sometimes referred to as one-stop or no wrong door, service providers within the Area Plan contract are to refer consumers and their families to the ADRC. Information, advice, options counseling and other services will be provided to help consumers of all incomes to make informed decisions about both public and private long term supports and services.

Provider shall develop and maintain a written grievance procedure that assures any beneficiary aggrieved by Provider's denial of services, or with the quality of services furnished by Provider, with an adequate opportunity to resolve the grievance. Provider shall advise all beneficiaries of the existence of the grievance procedure and shall make a copy of the grievance procedure available upon request.

A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THE GRIEVANCE POLICY AND PROCEDURES.

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 073

SCOPE OF SERVICES

GRANTEE: Moorestown Visiting Nurse Association Inc.

PROJECT TITLE: MOORESTOWN VNA ASSISTANCE FOR INDEPENDENT LIVING

POPULATION TO BE SERVED: Residents of the county who are 60 years or older who are ill or frail and in need of supportive services. A concerted effort will be made to target the low income minority population in at least the same proportion of older individuals of the area served by the provider

35 clients frail/disabled	(100% of 35)
32 clients low income	(90% of 35)
12 clients minority	(33% of 35)

SERVICE AREA: Gloucester County with a concerted effort to serve areas that are easily accessed by the targeted population.

OBJECTIVE:

To provide services of personal care to include bathing, meal preparation, assistance with diets, assisting with bed mobility and ambulating, and assisting with self-administered medication as well as light housekeeping support to permit ill/frail/disabled senior citizens to maintain their highest level of functioning and prevent inappropriate or premature institutionalization.

SERVICE DEFINITION:

SERVICE TAXONOMY: 213

General support by certified and professionally supervised home health aides to maintain, strengthen and safeguard the functioning of older individuals and families in their own homes during periods of illness or severe instability.

AMOUNT: \$ 70,100

UNITS OF SERVICE: 2642 (UNIT= HOUR)

CLIENT COUNT: 35

UNIT COST: \$ 26.53

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 073

	CASH	IN-KIND	TOTAL
Personnel	-0-	-0-	-0-
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	70,100	-0-	70,100
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET COST	70,100	-0-	70,100
LESS:		Client Income	100
		USDA	-0-
		NET BUDGETED COST	\$ 70,000

SSBG	\$ 56,000	80%
State Share	-0-	-0-%
State HDM Share	-0-	-0-%
Local Private	\$14,000	20%
Other	-0-	-0-%
Client Income	\$100.	-0-%
TOTAL	\$ 70,100	100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 073

METHOD OF PAYMENT, MONITORING AND REPORTS REQUIRED

PAYMENTS

THE GRANTEE SHALL BE PAID, QUARTERLY, UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, A SUM NOT TO EXCEED 1/4 OF THE TOTAL GRANT PORTION OF THIS CONTRACT.

ALL PAYMENTS ARE TO BE MADE ON A REIMBURSEMENT BASIS, PURSUANT TO AVAILABILITY OF STATE OR FEDERAL GRANT FUNDS.

THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:

THE TOTAL AMOUNT OF THIS CONTRACT WILL BE PAID ON A QUARTERLY BASIS UNTIL THE LAST QUARTER, WHEN ANY ADJUSTMENTS DUE TO ANY CUTBACKS IN GRANT FUNDING WILL BE MADE.

REPORTS

REPORTS, BOTH PROGRAMMATIC AND FISCAL, ARE DUE ON A MONTHLY AND QUARTERLY BASIS AS NEEDED FOR PROGRAMS UNDER THE AREA PLAN, AND ARE DUE FIVE WORKING DAYS AFTER THE FIRST OF EACH MONTH. ALL PROGRAM COORDINATORS WILL SUBMIT A QUARTERLY NARRATIVE REPORT ON THE PROGRESS OF THE PROGRAM.

MONITORING:

THERE WILL BE ONE DOCUMENTED FORMAL MONITORING VISIT EACH YEAR FOR PROGRAMMATIC EVALUATION AND ONE FOR FISCAL ACCOUNTABILITY.

MEETINGS:

THERE WILL BE FOUR MANDATORY MEETINGS FOR SERVICE PROVIDERS DURING THE CONTRACT YEAR.

CLIENT SURVEY:

ALL PROGRAM COORDINATORS ARE TO SURVEY PERSONS WHO HAVE BEEN BENEFICIARIES OR RECIPIENTS OF SERVICES IN ORDER TO GAIN INFORMATION ON THE PROBLEMS OF THE POPULATION, AS WELL AS THEIR SATISFACTION WITH THE SERVICES RECEIVED. COMPLETED SURVEYS AND

SUMMARIZATION OF FINDINGS MUST BE FORWARDED TO THE OFFICE ON AGING ANNUALLY.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT NUMBERED 073 CONSISTS OF 19 PAGES NUMBERED CONSEQUENTLY.

IN WITNESS THEREOF, THE COUNTY AND THE GRANTEE HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

GRANTEE Moorestown Visiting Nurse Association, Inc.
300 Harper Drive
Moorestown, NJ 08057-3208

BY: Charlotte A. Holcombe Date 11/28/2017
(Name)
President & CEO
(Title)

GRANTOR:

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ Date _____

NAME: Robert M. Damming

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

Laurie J. Burns, Clerk of the Board

THIS AGREEMENT is dated this _____ day of _____, _____.

RESOLUTION AUTHORIZING HUMAN SERVICES CONTRACTS WITH VARIOUS ENTITIES FROM JANUARY 1, 2018 TO DECEMBER 31, 2020

WHEREAS, the County requested proposals, via RFP#18-010, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

WHEREAS, the evaluation, based on the established criteria, concluded that Catholic Charities, Diocese Camden, Inc., with offices at 1845 Haddon Avenue, Camden, New Jersey 08103, made one of six of the most advantageous proposals, for an amount not to exceed \$87,945.00 per year, as there exists a need for the County to contract for the provision of Prevention and Case Management for individuals and families; and

WHEREAS, the evaluation, based on the established criteria, concluded that Center for Family Services, Inc., located at 584 Benson Street, Camden, New Jersey 08103, made one of six of the most advantageous proposals, for an amount not to exceed \$163,549.00 per year, as there exists a need for the County to contract for the provision of motel/hotel placement during Code Blue Weather Conditions and placements for individuals and families and transitional housing to single pregnant women and women with children, food, prevention, case management, and 24 hour response; and

WHEREAS, the evaluation, based on the established criteria, concluded that Senior Citizen United Community Services, Inc., located at 537 Nicholson Road, Audubon, New Jersey 08106, made one of six of the most advantageous proposals, for an amount not to exceed \$29,000.00 per year, as there exists a need for the County to contract for the provision of Prevention and Case Management for Seniors; and

WHEREAS, the evaluation, based on the established criteria, concluded that Tri-County Community Action Agency, Inc., located at River's Edge Community Campus, 110 Cohansey Street, Bridgeton, New Jersey 08302, made one of six of the most advantageous proposals, for an amount not to exceed \$6,054.00 per year, as there exists a need for the County to contract for the provision of Emergency Shelter for Families in an apartment setting; and

WHEREAS, the evaluation, based on the established criteria, concluded that Joseph's House of Camden, LLC, located at 20 Church Street, Camden, New Jersey 08105, made one of six of the most advantageous proposals, for an amount not to exceed \$22,000.00 per year, as there exists a need for the County to contract for the provision of motel/hotel placements for single individuals; and

WHEREAS, the evaluation, based on the established criteria, concluded that Volunteers of America, Delaware Valley, Inc., located at 235 White Horse Pike, Collingswood, New Jersey 08107, made one of six of the most advantageous proposals, for an amount not to exceed \$57,244.00 per year, as there exists a need for the County to contract for the provision of Emergency Shelter at Eleanor Corbett House, 24 hour supervision, case management, meals and transportation; and

WHEREAS, the contracts have been awarded pursuant to Gloucester County's Fair and Open Procurement Process, consistent with the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, the contracts shall be for an estimated units of service, for a term of three years, from January 1, 2018 to December 31, 2020, with the option to extend two (2) one year periods or one (1) two year periods, pursuant to the proposal submitted by the Vendor, therefore this contract is open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time and prior to any purchase being made or service rendered pursuant to the within award, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that

sufficient monies are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contracts for various programs and services for the citizens and youth of Gloucester County, in accordance with and pursuant to proposals submitted, each for a period of three years, from January 1, 2018 to December 31, 2020, with the option to extend for two (2) one year periods or one (1) two year periods with Catholic Charities, Diocese of Camden, Inc., for an amount not to exceed \$87,945.00 per year; Center for Family Services, Inc., for an amount not to exceed \$163,549.00 per year; Senior Citizen United Community Services, for an amount not to exceed \$29,000.00 per year; Tri-County Community Action Agency, Inc., for an amount not to exceed \$6,054.00 per year, Joseph's House of Camden, LLC, for an amount not to exceed \$22,000.00 per year; and Volunteers of America, Delaware Valley, Inc., for an amount not to exceed \$57,244.00 per year.

BE IT FURTHER RESOLVED, before any purchase be made of service rendered pursuant to the within award, a certification must be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient funds are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, February 21, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD



BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger



DEPARTMENT OF
PURCHASING

DIRECTOR
Peter M. Mercanti

PO Box 337
Woodbury, NJ 08096

Phone 856.853.3420
Fax 856.251.6777

purchasing@co.gloucester.nj.us

www.gloucestercountynj.gov

To: The Board of Chosen Freeholders
From: Peter Mercanti, Purchasing Director
Date: February 8, 2018
Re: Request for Proposals, Competitive Contracting:
RFP 18-010 Social Services Block Grant HA
Funding -\$21,244.00

The potential contracts for the above mentioned services for the Gloucester County Department of Human Services, FY2018 Social Services for the Homeless funding were procured pursuant to N.J.S.A.40A:11-4.1(g) and N.J.A.C.5:34-4.1 et seq., *Competitive Contracting Request for Proposals*. The Gloucester County Freeholder Board issued a resolution authorizing the use of competitive contracting in this instance. This process has been administered by the County Purchasing Director, pursuant to N.J.S.A. 40A:11-4.3(b).

The G.C. Gloucester Department of Human Services Allocations Committee consisted Robert Bamford Gloucester County Health and Human Services, Richard Gaydos from the G.C. Division of Human and Disability Services and Helen Antonucci community volunteer.

On November 16, 2017 the specifications for RFP 18-010 were advertised. On December 14, 2017 Request(s) for proposal were opened. The County received two (2) proposals for RFP 18-010.

The County of Gloucester complies with all state and federal rules and regulations and 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 in admission to, access to, or operations of its programs, services, activities or in its employment practices. In addition, Gloucester County encourages the participation of people with disabilities in its programs and activities and offers special services to all County residents 60 years of age and older. Inquiries regarding compliance may be directed to the EEO office at (856)384-6903 or through the County's ADA Coordinator at (856) 384-6842. New Jersey Relay Service 711

After the review, committee members scored the vendors as based on the specifications. These scores were then tabulated into the chart referenced below, indicating total points awarded.

The Committee recommends that the awards of contract be awarded to the following vendors for their services:

Center for Family Services
FY2018 SSBG HA Funding Recommendation \$0.00

Volunteers of America, Del Val
FY2018 SSBG HA Funding Recommendation \$21,244.00

PROPOSAL CONTAINS ALL REQUIRED CHECKLIST INFORMATION:

All vendors submitted all required documentation as required. Any vendors not submitting required documents would be disqualified from the process.

SUMMARY OF SCORES:

The Center for Family Services - Services to be provided:

Shelter (Motel/Hotel Placements for individuals and families and Transitional Housing to single pregnant women and women with children)

Food

Prevention

Case Management and 24 Hour Response.

The Committee found the proposal complete and scored 282 points out of 300 possible.

Volunteers of America, Del Val – Services to be provided:

Shelter (Family Mass Shelter)

The Committee found the proposal complete and scored an average of 293 points out of 500 possible. This agency has done an outstanding job and held the contract for this service previously.



BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger



DEPARTMENT OF
PURCHASING

DIRECTOR
Peter M. Mercanti

PO Box 337
Woodbury, NJ 08096

Phone 856.853.3420
Fax 856.251.6777

purchasing@co.gloucester.nj.us

www.gloucestercountynj.gov

The County of Gloucester complies with all state and federal rules and regulations and 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 in admission to, access to, or operations of its programs, services, activities or in its employment practices. In addition, Gloucester County encourages the participation of people with disabilities in its programs and activities and offers special services to all County residents 60 years of age and older. Inquiries regarding compliance may be directed to the EEO office at (856)384-6903 or through the County's ADA Coordinator at (856) 384-6842. New Jersey Relay Service 711

To: The Board of Chosen Freeholders
From: Peter Mercanti, Purchasing Director
Date: February 8, 2018
Re: Request for Proposals, Competitive Contracting:
RFP 18-010 CODE BLUE Funding - \$25,000.00

The potential contracts for the above mentioned services for the Gloucester County Department of Human Services, FY2018 Social Services for the Homeless funding were procured pursuant to N.J.S.A.40A:11-4.1(g) and N.J.A.C.5:34-4.1 et seq., *Competitive Contracting Request for Proposals*. The Gloucester County Freeholder Board issued a resolution authorizing the use of competitive contracting in this instance. This process has been administered by the County Purchasing Director, pursuant to N.J.S.A. 40A:11-4.3(b).

The G.C. Gloucester Department of Human Services Allocations Committee consisted of Chairperson Kathy Vazci, HSAC Member from the Robert Bamford Gloucester County Health and Human Services, Richard Gaydos from the G.C. Division of Human and Disability Services. Peg McConnell and Claire Jordan, of the G.C. Human Services Advisory Council's Management Assessment Resource Team.

On November 16, 2017 the specifications for RFP 18-010, were advertised.

On December 14, 2017 Request(s) for proposal were opened. The County
Received one (1) proposal for RFP 18-010.

After the review, committee members scored the vendors as based on
the specifications. These scores were then tabulated into the chart referenced
below, indicating total points awarded. The Committee recommends that the awards
of contract be awarded to the following vendors for their services:

Center for Family Services
FY2018 SSH Funding Recommendation \$25,000.00

PROPOSAL CONTAINS ALL REQUIRED CHECKLIST INFORMATION:

All vendors submitted all required documentation as required. Any vendors not submitting
required documents would be disqualified from the process.

SUMMARY OF SCORES:

The Center for Family Services - Services to be provided:

**Shelter (Motel/Hotel Placements for individuals and families when the Gloucester County
Department declares CODE BLUE weather conditions exist and the temperature is at or
below 32 degrees)**

Food

Prevention

Case Management and 24 Hour Response.

The Committee found the proposal complete and scored 489 points out of 500 possible.



BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damming



DEPARTMENT OF
PURCHASING

DIRECTOR
Peter M. Mercanti

PO Box 337
Woodbury, NJ 08096

Phone 856.853.3420
Fax 856.251.6777

purchasing@co.gloucester.nj.us

www.gloucestercounty.nj.gov

The County of Gloucester complies with all state and federal rules and regulations and 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 in admission to, access to, or operations of its programs, services, activities or in its employment practices. In addition, Gloucester County encourages the participation of people with disabilities in its programs and activities and offers special services to all County residents 60 years of age and older. Inquiries regarding compliance may be directed to the EEO office at (856)384-6903 or through the County's ADA Coordinator at (856) 384-6842. New Jersey Relay Service 711

To: The Board of Chosen Freeholders
From: Peter Mercanti, Purchasing Director
Date: February 8, 2018
Re: Request for Proposals, Competitive Contracting:
RFP 18-010 Social Services for the Homeless
STATE Funding -\$256,494.00

The potential contracts for the above mentioned services for the Gloucester County Department of Human Services, FY2018 Social Services for the Homeless funding were procured pursuant to N.J.S.A.40A:11-4.1(g) and N.J.A.C.5:34-4.1 et seq., *Competitive Contracting Request for Proposals*. The Gloucester County Freeholder Board issued a resolution authorizing the use of competitive contracting in this instance. This process has been administered by the County Purchasing Director, pursuant to N.J.S.A. 40A:11-4.3(b).

The G.C. Gloucester Department of Human Services Allocations Committee consisted of Chairperson Kathy Vazci, HSAC Member, Robert Bamford Gloucester County Health and Human Services, Richard Gaydos from the G.C. Division of Human and Disability Services, Peg McConnell and Claire Jordan, of the G.C. Human Services, Advisory Council's Management Assessment Resource Team.

On November 16, 2017 the specifications for RFP 18-010, were advertised.

On December 14, 2017 Request(s) for proposal were opened. The County Received five (5) proposals for RFP 18-010.

After the review, committee members scored the vendors as based on the specifications. These scores were then tabulated into the chart referenced below indicating total points awarded.

The Committee recommends that the awards of contract be awarded to the following vendors for their services:

Center for Family Services
FY2018 SSH Funding Recommendation \$127,094.00

Joseph's House of Camden NJ
FY2018 SSH Funding Recommendation \$22,000.00

Volunteers of America, Del Val
FY2018 SSH Funding Recommendation \$21,000.00

Catholic Charities, Diocese of Camden
FY2018 SSH Funding Recommendation \$67,400.00

Senior Citizens United Community Services
FY2018 SSH Funding Recommendation \$19,000.00

PROPOSAL CONTAINS ALL REQUIRED CHECKLIST INFORMATION:

All vendors submitted all required documentation as required. Any Vendors not submitting required documents would be disqualified from the process.

SUMMARY OF SCORES:

The Center for Family Services - Services to be provided:

Shelter (Motel/Hotel Placements for individuals and families and Transitional Housing to single pregnant women and women with children), Food, Prevention, Case Management and 24 Hour Response.

The Committee found the proposal complete and scored 484 points out of 500 possible.

Joseph's House of Camden – Service to be provided:

Shelter (Mass Shelter for single individuals)

The Committee found the proposal complete and scored an average of 450 points out of 500 possible. This service addresses a need in the county for housing our residents who are single.

Volunteers of America, Del Val – Services to be provided:

Shelter (Family Mass Shelter)

The Committee found the proposal complete and scored an average of 449 points out of 500 possible. This agency has done an outstanding job and held the contract for this service previously.

Catholic Charities, Diocese of Camden – Services to be provided:

Prevention and Case Management for individuals and families

The Committee found the proposal complete and scored an average of 458 points out of 500 possible. This agency has done an outstanding job and held the contract for this service previously.

Senior Citizens United Community Services – Services to be provided:

Prevention and Case Management for seniors

The Committee found the proposal complete and scored 448 points out of 500.



BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger



DEPARTMENT OF
PURCHASING

DIRECTOR
Peter M. Mercanti

PO Box 337
Woodbury, NJ 08096

Phone 856.853.3420
Fax 856.251.6777

purchasing@co.gloucester.nj.us

www.gloucestercountynj.gov

The County of Gloucester complies with all state and federal rules and regulations and 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 in admission to, access to, or operations of its programs, services, activities or in its employment practices. In addition, Gloucester County encourages the participation of people with disabilities in its programs and activities and offers special services to all County residents 60 years of age and older. Inquiries regarding compliance may be directed to the EEO office at (856)384-6903 or through the County's ADA Coordinator at (856) 384-6842. New Jersey Relay Service 711

To: The Board of Chosen Freeholders
From: Peter Mercanti, Purchasing Director
Date: February 8, 2018
Re: Request for Proposals, Competitive Contracting:
RFP 18-010 Social Services for the Homeless
STATE TANF Funding - \$63,054.00

The potential contracts for the above mentioned services for the Gloucester County Department of Human Services, FY2018 Social Services for the Homeless funding were procured pursuant to N.J.S.A.40A:11-4.1(g) and N.J.A.C.5:34-4.1 et seq., *Competitive Contracting Request for Proposals*. The Gloucester County Freeholder Board issued a resolution authorizing the use of competitive contracting in this instance. This process has been administered by County Purchasing Director, pursuant to N.J.S.A. 40A:11-4.3(b).

The G.C. Gloucester Department of Human Services Allocations Committee consisted of Chairperson Kathy Vazci, HSAC Member from the Robert Bamford Gloucester County Health and Human Services, Richard Gaydos from the G.C. Division of Human and Disability Services, Peg McConnell and Claire Jordan, of the G.C. Human Services Advisory Council's Management Assessment Resource Team.

On November 16, 2017 the specifications for RFP 18-010, were advertised.

On December 14, 2017 Request(s) for proposal were opened. The County Received five (5) proposals for RFP 18-010.

After the review, committee members scored the vendors as based on the specifications. These scores were then tabulated into the chart referenced below, indicating total points awarded.

The Committee recommends that the awards of contract be awarded to the following vendors for their services:

Center for Family Services
FY2018 SSH Funding Recommendation \$11,455.00

Gateway Community Action Program
FY2018 SSH Funding Recommendation \$6,054.00

Volunteers of America, Del Val
FY2018 SSH Funding Recommendation \$15,000.00

Catholic Charities, Diocese of Camden
FY2018 SSH Funding Recommendation \$20,545.00

Senior Citizens United Community Services
FY2018 SSH Funding Recommendation \$10,000.00

PROPOSAL CONTAINS ALL REQUIRED CHECKLIST INFORMATION:

All vendors submitted all required documentation as required. Any vendors not submitting required documents would be disqualified from the process.

SUMMARY OF SCORES:

The Center for Family Services - Services to be provided:

Shelter (Motel/Hotel Placements for individuals and families and Transitional Housing to single pregnant women and women with children), Food, Prevention, Case Management and 24 Hour Response.

The Committee found the proposal complete and scored 469 points out of 500 possible.

Gateway Community Action Program – Service to be provided:

Shelter (Emergency Shelter for Families in an Apartment Setting)

The Committee found the proposal complete and scored an average of 434 points out of 500 possible. This service addresses a need in the county for housing our residents who are single.

Volunteers of America, Del Val – Services to be provided:

Shelter (Family Mass Shelter)

The Committee found the proposal complete and scored an average of 474 points out of 500 possible. This agency has done an outstanding job and held the contract for this service previously.

Catholic Charities, Diocese of Camden – Services to be provided:

Prevention and Case Management for individuals and families

The Committee found the proposal complete and scored an average of 494 points out of 500 possible. This agency has done an outstanding job and held the contract for this service previously.

Senior Citizens United Community Services – Services to be provided:

Prevention and Case Management for seniors

The Committee found the proposal complete and scored 467 points out of 500.

6-2

**CONTRACT BETWEEN
CATHOLIC CHARITIES, DIOCESE OF CAMDEN, INC.
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the ___ day of _____, 2018, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **Catholic Charities, Diocese of Camden, Inc.**, of 1845 Haddon Avenue, Camden, New Jersey 08103, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, there exists a need for the County to contract for the provision of Prevention and Case Management, as more particularly set forth in **RFP-18-010**; and

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Vendor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract; and

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

TERMS OF AGREEMENT

1. **TERM**. The term of the contract shall be for the period commencing January 1, 2018 and concluding December 31, 2020, with the option to extend two (2) one year periods or one (1) two year period, as more specifically in RFP-18-010.
2. **COMPENSATION** Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor's proposal dated December 4, 2017 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 18-010. The proposal is incorporated into, and made part of this Contract, by reference. Vendor shall be paid in an amount not to exceed \$87,945.00 per year.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all products shipped.

Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall as set forth be in the County's RFP-18-010, and Vendor's responsive proposal, dated December 4, 2018, which are incorporated by reference in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-18-010.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Vendor agrees as follows:

The vendor 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 vendor 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 vendor 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 vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, 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 vendor 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 vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The vendor 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 vendor 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.

5. LICENSING AND PERMITTING. If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

6. TERMINATION. This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by

virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.
12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum

non conveniens.

18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-18-010 issued by the County of Gloucester and Vendor's responsive proposal dated December 4, 2017. Should there occur a conflict between this form of Contract and RFP-18-010, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP-18-010, and the Vendor's proposal dated December 4, 2017, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective this ___ day of _____, 2018.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CATHOLIC CHARITIES,
DIOCESE OF CAMDEN, INC.**

Name:
Title:

CATHOLIC CHARITIES, DIOCESE OF CAMDEN
1845 HADDON AVENUE
CAMDEN, NJ 08103

REQUEST FOR PROPOSAL FOR A

PURSUANT TO COMPETITIVE CONTRACTING AS PER STATE STATUTE 40 A: 11-41

RFP # 18-010

COUNTY OF GLOUCESTER

CONTRACT TERM

JANUARY 1, 2018 THROUGH DECEMBER 31, 2020
*WITH THE OPTION TO RENEW IN FY 2021 AND FY 2022

ORIGINAL

ATTACHMENT B
GLOUCESTER COUNTY
DEPARTMENT OF HUMAN SERVICES
PROGRAM DESCRIPTION, GOALS
AND OBJECTIVES

Contractor Summary Sheet

Incorporated Name of Applicant Catholic Charities Diocese of Camden, Inc.

Agency Type: Public() Profit() Non-Profit(X) Hospital Based()

Federal Tax ID Number 22-3759994 DUNS Number 071483874

Charities Registration Number exempt

Contractor Address Main office: 1845 Haddon Ave. Camden, NJ 08103

SSH provided at: 1200 Delsea Dr, Suite 1 Westville, NJ 08093

Proposal Contact Person Andy Zmuda Phone Number 856-342-8779

Email Address andy.zmuda@camdendiocese.org Fax Number 856-342-4180

Contractor Fiscal Year: From July 1 To June 30

Total Dollar Amount Requested \$133,350

Match Required (Y/N) N If Yes, Match Amount \$ N/A

Type of Match: Cash() or In-Kind()

Proposal Funding Year: From January 1, 2018 To December 31, 2018

Please see Attachment A for definitions of the above services.

Please complete Attachment C for each service you wish to request funding for.

Authorization: Chief Executive Officer (Print) Kevin H. Hickey

Signature Kevin H. Hickey Date 12/07/2017

**CONTRACT BETWEEN
CENTER FOR FAMILY SERVICES, INC.
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the ___ day of _____, 2018, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **Center for Family Services, Inc.**, of 584 Benson Street, Camden, New Jersey 08103, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, there exists a need for the County to contract for provision of motel/hotel placement during Code Blue Weather Conditions and placements for individuals and families and transitional housing to single pregnant women and women with children, food, prevention, case management and 24 hour response, as more particularly set forth in **RFP-18-010**; and

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Vendor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract; and

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

TERMS OF AGREEMENT

1. **TERM**. The term of the contract shall be for the period commencing January 1, 2018 and concluding December 31, 2020, with the option to extend two (2) one year periods or one (1) two year period, as more specifically in RFP-18-010.
2. **COMPENSATION** Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor's proposal dated December 13, 2017 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 18-010. The proposal is incorporated into, and made part of this Contract, by reference. Vendor shall be paid in an amount not to exceed \$163,549.00 per year.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all products shipped. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. DUTIES OF CONTRACTOR. The specific duties of the Vendor shall as set forth be in the County's RFP-18-010, and Vendor's responsive proposal, dated December 13, 2017, which are incorporated by reference in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-18-010.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the Vendor agrees as follows:

The vendor 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 vendor 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 vendor 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 vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, 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 vendor 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 vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The vendor 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 vendor 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.

5. LICENSING AND PERMITTING. If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

6. TERMINATION. This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the

termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

17. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New

Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-18-010 issued by the County of Gloucester and Vendor's responsive proposal dated December 13, 2017. Should there occur a conflict between this form of Contract and RFP-18-010, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP-18-010, and the Vendor's proposal dated December 13, 2017, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective this ___ day of _____, 2018.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CENTER FOR FAMILY SERVICES, INC.

Name:

Title:

**ATTACHMENT B
GLOUCESTER COUNTY
DEPARTMENT OF HUMAN SERVICES
PROGRAM DESCRIPTION, GOALS
AND OBJECTIVES**

Contractor Summary Sheet

Incorporated Name of Applicant Center For Family Services

Agency Type: Public () Profit () Non-Profit (X) Hospital Based ()

Federal Tax ID Number 22-3669704 **DUNS Number** 012278537

Charities Registration Number CH1791600

Contractor Address 584 Benson Street, Camden, NJ 08103

Proposal Contact Person Merilee Rutolo **Phone Number** 856-964-1990

Email Address mrutolo@centerffs.org **Fax Number** 856-964-0211

Contractor Fiscal Year: From July 1 To June 30

Total Dollar Amount Requested \$ 179,406 (SSH)

- a. **Emergency Shelter – SSH: \$74,976** for hotel/motel placements for 1,312 individuals and families
 - a. \$60,000 for emergency 1,000 Motel/Hotel Placements at \$60/night (\$55/night individuals and \$65/night families) for First Call For Help.
 - b. \$14,976 Mother/Child Residential will serve Gloucester County homeless pregnant and/or parenting women who are not currently receiving benefits. For approximately 312 SSH clients (312 nights x \$48/night)
- b. **Emergency Food – SSH: \$6,500** for meals for Homeless and at risk Gloucester County residents (\$5/meal x 1,300 meals).
- c. **Prevention – SSH: \$12,930** for 25 total clients:
 - a. 12 units of 100-gallon oil/propane fill x \$390/unit (\$3.90 per gallon) = \$4,680
 - b. 2 security deposits x \$1,500/deposit = \$3,000
 - c. 2 months of rental payment x \$1,500/payment = \$3,000
 - d. 9 months of utility payments x \$250/month = \$2,250
- d. **24-Hour Assistance – SSH: \$35,000** for First Call for Help for 5,000 unduplicated clients. 1 unit = 1 call x 6,656 hours x \$5.26/hour.
- e. **Case Management – SSH: \$50,000** 1 unit of service = 15 minutes of case management services. 2,000/units x \$25/unit)

Match Required (Y/N) X **If Yes, Match Amount \$** _____

Type of Match: Cash () or In-Kind ()

Proposal Funding Year: From January 1, 2018 To December 31, 2020

Please see Attachment A for definitions of the above services.

Please complete Attachment C for each service you wish to request funding for.

Authorization: Chief Executive Officer (Print) Richard Stagliano, President/CEO

Signature Richard Stagliano Date 12-13-17

ATTACHMENT B
GLOUCESTER COUNTY
DEPARTMENT OF HUMAN SERVICES
PROGRAM DESCRIPTION, GOALS
AND OBJECTIVES

Contractor Summary Sheet

Incorporated Name of Applicant Center For Family Services

Agency Type: Public() Profit() Non-Profit()Hospital Based()

Federal Tax ID Number 22-3669704 DUNS Number 012278537

Charities Registration Number CH1791600

Contractor Address 584 Benson Street, Camden, NJ 08103

Proposal Contact Person Merilee Rutolo Phone Number 856-964-1990

Email Address mrutolo@centerffs.org Fax Number 856-964-0211

Contractor Fiscal Year: From July 1 To June 30

Total Dollar Amount Requested \$ 25,000 (CODE BLUE)

Match Required (Y/N) X If Yes, Match Amount \$ _____

Type of Match: Cash() or In-Kind()

Proposal Funding Year: From January 1, 2018 To December 31, 2020

Please see Attachment A for definitions of the above services.

Please complete Attachment C for each service you wish to request funding for.

Authorization: Chief Executive Officer (Print) Richard Stagliano, President/CEO

Signature  Date 12-13-17

**ATTACHMENT B
GLOUCESTER COUNTY
DEPARTMENT OF HUMAN SERVICES
PROGRAM DESCRIPTION, GOALS
AND OBJECTIVES**

Contractor Summary Sheet

Incorporated Name of Applicant Center For Family Services

Agency Type: Public() Profit() Non-Profit()Hospital Based()

Federal Tax ID Number 22-3669704 **DUNS Number** 012278537

Charities Registration Number CH1791600

Contractor Address 584 Benson Street, Camden, NJ 08103

Proposal Contact Person Merilee Rutolo **Phone Number** 856-964-1990

Email Address mrutolo@centerffs.org **Fax Number** 856-964-0211

Contractor Fiscal Year: From July 1 To June 30

Total Dollar Amount Requested \$4,992 (Emergency Shelter SSBG-HA Mother/Child Residential for 104 bed nights x \$48/night)

Match Required (Y/N) X **If Yes, Match Amount \$** _____

Type of Match: Cash() or In-Kind()

Proposal Funding Year: From January 1, 2018 To December 31, 2020

Please see Attachment A for definitions of the above services.

Please complete Attachment C for each service you wish to request funding for.

Authorization: Chief Executive Officer (Print) Richard Stagliano, President/CEO

Signature Richard Stagliano **Date** 12-13-17

ATTACHMENT B
GLOUCESTER COUNTY
DEPARTMENT OF HUMAN SERVICES
PROGRAM DESCRIPTION, GOALS
AND OBJECTIVES

Contractor Summary Sheet

Incorporated Name of Applicant Center For Family Services

Agency Type: Public () Profit () Non-Profit (X) Hospital Based ()

Federal Tax ID Number 22-3669704 DUNS Number 012278537

Charities Registration Number CH1791600

Contractor Address 584 Benson Street, Camden, NJ 08103

Proposal Contact Person Merilee Rutolo Phone Number 856-964-1990

Email Address mrutolo@centerffs.org Fax Number 856-964-0211

Contractor Fiscal Year: From July 1 To June 30

Total Dollar Amount Requested \$ 15,550 (SSH-TANF)

- a. Emergency Shelter – SSH-TANF: \$11,050
 - a. \$6,950 (Emergency placement for 107 Motel/Hotel Placements at \$65/night families) for First Call For Help
 - b. \$4,100 (Mother/Child Residential will serve Gloucester County homeless pregnant and/or parenting women who are not currently receiving benefits. 85 bed nights will be provided to SSH TANF clients x \$48/night)
- b. Emergency Food – SSH-TANF: \$1,500 for meals for 300 Homeless and at risk Gloucester County residents (\$5/meal x 300 meals).
- c. Case Management – SSH-TANF: \$3,000 1 unit of service = 15 minutes of case management services. 120/units x \$25/unit)

Match Required (Y/N) X If Yes, Match Amount \$ _____

Type of Match: Cash () or In-Kind ()

Proposal Funding Year: From January 1, 2018 To December 31, 2020

Please see Attachment A for definitions of the above services.

Please complete Attachment C for each service you wish to request funding for.

Authorization: Chief Executive Officer (Print) Richard Stagliano, President/CEO

Signature Richard Stagliano Date 12-13-17

**CONTRACT BETWEEN
SENIOR CITIZENS UNITED COMMUNITY SERVICES, INC.
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the ___ day of _____, 2018, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **Senior Citizens United Community Services, Inc.**, of 537 Nicholson Road, Audubon, NJ 08106, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, there exists a need for the County to contract for provision of Prevention and Case Management for Seniors, as more particularly set forth in **RFP-18-010**; and

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Vendor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract; and

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

TERMS OF AGREEMENT

1. **TERM.** The term of the contract shall be for the period commencing January 1, 2018 and concluding December 31, 2020, with the option to extend two (2) one year periods or one (1) two year period, as more specifically in RFP-18-010.
2. **COMPENSATION** Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor's proposal dated December 18, 2017 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 18-010. The proposal is incorporated into, and made part of this Contract, by reference. Vendor shall be paid in an amount not to exceed \$29,000.00 per year.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all products shipped.

Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall as set forth be in the County's RFP-18-010, and Vendor's responsive proposal, dated December 18, 2017, which are incorporated by reference in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-18-010.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Vendor agrees as follows:

The vendor 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 vendor 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 vendor 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 vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, 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 vendor 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 vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The vendor 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 vendor 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.

5. LICENSING AND PERMITTING. If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

6. TERMINATION. This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by

virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

17. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum

non conveniens.

18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-18-010 issued by the County of Gloucester and Vendor's responsive proposal dated December 18, 2017. Should there occur a conflict between this form of Contract and RFP-18-010, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP-18-010, and the Vendor's proposal dated December 18, 2017, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective this ___ day of _____, 2018.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**SENIOR CITIZENS UNITED
COMMUNITY SERVICES, INC.**

Name:
Title:

ATTACHMENT B
GLOUCESTER COUNTY
DEPARTMENT OF HUMAN SERVICES
PROGRAM DESCRIPTION, GOALS
AND OBJECTIVES

Contractor Summary Sheet

Incorporated Name of Applicant Senior Citizens United Community Services, Inc.

Agency Type: Public() Profit() Non-Profit(X) Hospital Based()

Federal Tax ID Number 22-2283793 DUNS Number 021044912

Charities Registration Number CHO2429

Contractor Address 537 Nicholson Road

Audubon, NJ 08106

Proposal Contact Person Stephen P. Considine Phone Number (856) 456-1121

Email Address sconsidine@scucs.org Fax Number (856) 547-2685

Contractor Fiscal Year: From January 1, 2018 To December 31, 2020

Total Dollar Amount Requested \$ 11,400

Match Required (Y/N) N If Yes, Match Amount \$ _____

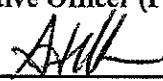
Type of Match: Cash() or In-Kind()

Proposal Funding Year: From January 1, 2018 To December 31, 2020

Please see Attachment A for definitions of the above services.

Please complete Attachment C for each service you wish to request funding for.

Authorization: Chief Executive Officer (Print) Stephen P. Considine

Signature  Date 12/18/17

12/18/17 ← Per Andi Lombardi

**CONTRACT BETWEEN
TRI-COUNTY COMMUNITY ACTION AGENCY, INC.
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the ___ day of _____, 2018, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **Tri-County Community Action Agency, Inc.**, of River's Edge Community Campus, 110 Cohansey Street, Bridgeton, New Jersey 08302, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, there exists a need for the County to contract for provision of Emergency Shelter for Families in an apartment setting, as more particularly set forth in **RFP-18-010**; and

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Vendor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract; and

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

TERMS OF AGREEMENT

1. **TERM.** The term of the contract shall be for the period commencing January 1, 2018 and concluding December 31, 2020, with the option to extend two (2) one year periods or one (1) two year period, as more specifically in RFP-18-010.
2. **COMPENSATION** Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor's proposal dated December 1, 2017 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 18-010. The proposal is incorporated into, and made part of this Contract, by reference. Vendor shall be paid in an amount not to exceed \$6,054.00 per year.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all products shipped. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall as set forth be in the County's RFP-18-010, and Vendor's responsive proposal, dated December 1, 2017, which are incorporated by reference in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-18-010.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Vendor agrees as follows:

The vendor 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 vendor 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 vendor 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 vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, 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 vendor 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 vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The vendor 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 vendor 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.

5. **LICENSING AND PERMITTING.** If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor or subcontractor, where applicable,

shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance

as the certificates may be renewed during that period of time.

10. **SET-OFF**. Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
11. **PREVENTION OF PERFORMANCE BY COUNTY**. In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.
12. **METHODS OF WORK**. Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER**. The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY**. In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES**. This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES**. Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **GOVERNING LAW, JURISDICTION AND VENUE**. This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by

and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-18-010 issued by the County of Gloucester and Vendor's responsive proposal dated December 1, 2017. Should there occur a conflict between this form of Contract and RFP-18-010, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP-18-010, and the Vendor's proposal dated December 1, 2017, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective this ___ day of _____, 2018.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TRI-COUNTY COMMUNITY ACTION AGENCY, INC.

Name:
Title:

ATTACHMENT B
GLOUCESTER COUNTY
DEPARTMENT OF HUMAN SERVICES
PROGRAM DESCRIPTION, GOALS
AND OBJECTIVES

Contractor Summary Sheet

Incorporated Name of Applicant Tri-County Community Action Agency, Inc.

Agency Type: Public() Profit() Non-Profit(X) Hospital Based()

Federal Tax ID Number 22-1942357 DUNS Number 613517200

Charities Registration Number CH-0104100-01

Contractor Address 110 Cohansey St.
Bridgeton, NJ 08302

Proposal Contact Person Gwen McLean Phone Number 856-497-6648

Email Address gmclean@gatewaycap.org Fax Number 856-455-7288

Contractor Fiscal Year: From July 1 To June 30

Total Dollar Amount Requested \$ 23,400.00

Match Required (Y/N) NO If Yes, Match Amount \$ _____

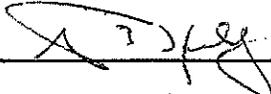
Type of Match: Cash() or In-Kind()

Proposal Funding Year: From January 1, 2018 To December 31, 2018

Please see Attachment A for definitions of the above services.

Please complete Attachment C for each service you wish to request funding for.

Authorization: Chief Executive Officer (Print) Albert B. Kelly, CCAP

Signature  Date 12-1-17

**CONTRACT BETWEEN
JOSEPH'S HOUSE OF CAMDEN, LLC
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the ___ day of _____, 2018, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **Joseph's House of Camden, LLC**, of 20 Church Street, Camden, New Jersey 08105, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, there exists a need for the County to contract for provision of motel/hotel placements for single individuals, as more particularly set forth in **RFP-18-010**; and

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Vendor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract; and

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

TERMS OF AGREEMENT

1. **TERM**. The term of the contract shall be for the period commencing January 1, 2018 and concluding December 31, 2020, with the option to extend two (2) one year periods or one (1) two year period, as more specifically in RFP-18-010.
2. **COMPENSATION** Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor's proposal dated December 13, 2017 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 18-010. The proposal is incorporated into, and made part of this Contract, by reference. Vendor shall be paid in an amount not to exceed \$22,000.00 per year.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all products shipped.

Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. DUTIES OF CONTRACTOR. The specific duties of the Vendor shall as set forth be in the County's RFP-18-010, and Vendor's responsive proposal, dated December 13, 2017, which are incorporated by reference in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-18-010.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the Vendor agrees as follows:

The vendor 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 vendor 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 vendor 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 vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, 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 vendor 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 vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The vendor 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 vendor 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.

5. **LICENSING AND PERMITTING.** If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by

virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

17. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum

non conveniens.

18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-18-010 issued by the County of Gloucester and Vendor's responsive proposal dated December 13, 2017. Should there occur a conflict between this form of Contract and RFP-18-010, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP-18-010, and the Vendor's proposal dated December 13, 2017, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective this __ day of _____, 2018.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

JOSEPH'S HOUSE OF CAMDEN, LLC

Name:
Title:

**ATTACHMENT B
GLOUCESTER COUNTY
DEPARTMENT OF HUMAN SERVICES
PROGRAM DESCRIPTION, GOALS
AND OBJECTIVES**

Contractor Summary Sheet

Incorporated Name: Joseph's House of Camden, LLC

Agency Type: Public () Profit () Non-Profit (XX) Hospital Based ()

Federal Tax ID Number: 27-4417979 DUNS Number: 07-874-8305

Charities Registration Number: CH3629100

Contractor Address: 20 Church Street Camden, NJ 08105

Proposal Contact Person: John Klein Phone Number: 856.246.1087

Email Address: jk@jhoc.org Fax Number: 856.246.1465

Contractor Fiscal Year: From: January 1 To: December 31

Total Dollar Amount Requested \$ 20,000 per year or \$60,000 in total for three years

Match Required (Y/N) N If Yes, Match Amount \$ _____

Type of Match: Cash () or In-Kind () N/A

Proposal Funding Year: From January 1, 2018 To December 31, 2018

Please see Attachment A for definitions of the above services.

Please complete Attachment C for each service you wish to request funding for.

Authorization: Chief Executive Officer (Print) John Klein

Signature John Klein Date 12-13-17

**CONTRACT BETWEEN
VOLUNTEERS OF AMERICA,
DELAWARE VALLEY, INC.
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the ___ day of _____, 2018, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **Volunteers of America, Delaware Valley, Inc.**, of 235 White House Pike, Collingswood, New Jersey 08107, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, there exists a need for the County to contract for provision of Emergency Shelter at Eleanor Corbett House, 24 hour supervision, case management, meals and transportation, as more particularly set forth in **RFP-18-010**; and

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Vendor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract; and

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

TERMS OF AGREEMENT

1. **TERM.** The term of the contract shall be for the period commencing January 1, 2018 and concluding December 31, 2020, with the option to extend two (2) one year periods or one (1) two year period, as more specifically in RFP-18-010.
2. **COMPENSATION** Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor's proposal dated December 11, 2017 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 18-010. The proposal is incorporated into, and made part of this Contract, by reference. Vendor shall be paid in an amount not to exceed \$57,244.00 per year.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall

be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all products shipped. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. DUTIES OF CONTRACTOR. The specific duties of the Vendor shall as set forth be in the County's RFP-18-010, and Vendor's responsive proposal, dated December 11, 2017, which are incorporated by reference in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-18-010.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the Vendor agrees as follows:

The vendor 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 vendor 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 vendor 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 vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, 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 vendor 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 vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The vendor 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 vendor 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.

5. LICENSING AND PERMITTING. If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

6. TERMINATION. This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said

policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

17. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester

County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-18-010 issued by the County of Gloucester and Vendor's responsive proposal dated December 11, 2017. Should there occur a conflict between this form of Contract and RFP-18-010, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP-18-010, and the Vendor's proposal dated December 11, 2017, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective this ___ day of _____, 2018.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**VOLUNTEERS OF AMERICA,
DELAWARE VALLEY, INC.**

Name:

Title:

COST PROPOSAL

Volunteers of America Delaware Valley has an established Per Diem rate with the New Jersey Division of Family Development. This Per Diem rate for the Eleanor Corbett House is \$50/person for each night stayed at the facility.

Volunteers of America Delaware Valley proposes to apply for funding in the amount of \$57,244 per contract year as follows:

SSH State – 420 bed night @ \$50 = \$21,000

SSH TANF – 300 bed nights @ \$50 = \$15,000

SSBG (HA) – 424 bed nights @ \$50 = \$21,244

12/11/17
proposal
date
Per Andi