

AGENDA

6:30 p.m. Wednesday, December 5, 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 November 20, 2018.

PROCLAMATIONS

P-1 Proclamation in honor of Kenneth P. Atkinson, upon his retirement as Director of the Gloucester County Office of Land Preservation (DiMarco) **(to be presented)**.

P-2 Certifications recognizing Boy Scout Troop 151 of Woodbury Heights for honoring interred veterans at the Gloucester County Veterans Memorial Cemetery during a vigil held on November 10, 2018. (Chila) **(to be presented)**.

P-3 Proclamation celebrating the Grand Opening and Ribbon Cutting of Camp Salute (Simmons) (previously presented).

P-4 Proclamation recognizing Eloise (Ellie) Eith, State President, Ladies Auxiliary, Department of NJ Veterans of Foreign Wars (Chila) (previously presented)

P-5 Proclamation in honor and recognition Mullica Hill Post Office, Dedication Ceremony of their post office after Fallen Hero Second Lieutenant James C. "Billy" Johnson (Chila) (previously presented).

P-6 Proclamation in Recognition of Blake Tambone for earning the "Rank of Eagle Scout", the highest award offered by the Boy Scouts of America. (Chila) (previously presented)

P-7 Proclamation in Recognition of Cole Tambone for earning the "Rank of Eagle Scout", the highest award offered by the Boy Scouts of America. (Chila) (previously presented)

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 PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2018 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

- ROUTE 45 AND BERKLEY ROAD (CR632) IN MANTUA TOWNSHIP - \$500,000.00 - These funds are to be used for the design of road improvements at Route 45 and Berkley Road (CR632) in Mantua Township.
- CENTER SQUARE RD (CR620) AND ROUTE 295 OVERPASS IN LOGAN TOWNSHIP - \$500,000.00 - These funds are to be used for the concept development of road improvements at Center Square Road (CR620) and Route 295 Overpass in Logan Township.
- ROUTE 45 AND HARRISON AVENUE/MT. ROYAL ROAD (CR678) IN MANTUA TOWNSHIP - \$500,000.00 - These funds are to be used for the design of road improvements at Route 45 and Harrison Avenue/Mt. Royal Road (CR678) in Mantua Township.
- OPERATION HELPING HAND - \$58,824.00 - These funds will be used to establish a program in which law enforcement officers play an active role in identifying individuals with substance use disorders and, together with community partners, serves as a point of entry for treatment and/or recovery support services.

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

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

B-1 RESOLUTION CONFIRMING THE AWARD OF EMERGENCY CONTRACT TO COMMON CENTS EMS SUPPLY, LLC, IN THE TOTAL AMOUNT OF \$19,072.80.

This Resolution confirms the award, pursuant to the emergency provisions of the Local Public Contracts Law, to Common Cents EMS Supply, LLC, in the total amount of \$19,072.80, for the purchase of Epinephrine Auto-Injectors for each Gloucester County Emergency Medical Service (GCEMS) response vehicle for the emergent treatment of life-threatening anaphylaxis. The County ordered and received replacements from a vendor utilizing the customary purchasing process, upon receipt if the auto-injectors from the vendor it was noted the auto-injectors would expire within 6 months of being in service. Typical expiration dates are 12 to 18 months after the date of manufacturer; the 6-month expiration auto-injectors were rejected and returned to the vendor. The current auto-injectors on each GCEMS response vehicles will expire in December 2018. GCEMS must order replacements immediately. C.A.F. #18-09914 has been obtained to certify funds.

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION AUTHORIZING EXECUTION OF COST REIMBURSEMENT AGREEMENT NO. 2018-DT-BLA-FEP-437 WITH NJ DEPARTMENT OF TRANSPORTATION FOR THE COUNTY MULTI-PURPOSE TRAIL, SECTION 2 IN THE BOROUGH OF GLASSBORO AND TOWNSHIP OF ELK.

This Resolution will authorize execution of Cost Reimbursement Agreement No. 2018-DT-BLA-FEP-437 with NJDOT for funding in the amount of \$1,000,000.00 to be used for the Gloucester County Multi-Purpose Trail extension, Section 2, from Delsea Drive in Glassboro to Rowan University and the Elk Township Recreational Park, known as Engineering Project #12-03FA.

C-2 RESOLUTION AUTHORIZING A CONTRACT WITH ALIANO BROTHERS GENERAL CONTRACTORS, INC. FOR THE CONCRETE STEP REPLACEMENT PROJECT AT REDBANK BATTLEFIELD PARK FOR \$221,650.00.

This Resolution will authorize a contract with Aliano Brothers General Contractors, Inc. for the Redbank Battlefield Park concrete step replacement project in the Borough of National Park, as per bid specification #16-15 for \$221,650.00. CAF #18-10407 has been obtained to certify funds.

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

E-1 RESOLUTION AUTHORIZING A LEASE AND CONTRACT WITH GOLF CAR SPECIALTIES, LLC FROM DECEMBER 19, 2018 TO DECEMBER 18, 2021 IN AN AMOUNT NOT TO EXCEED \$75,000.00 PER CONTRACT YEAR.

This Resolution will authorize a three-year contract with Golf Car Specialties for the leasing of golf carts for an amount not to exceed \$75,000.00 per contract year. This includes the service of up to 68 golf carts and utility vehicles as per PD-018-065, for use at the Pitman Golf Course and Veterans Memorial Cemetery from December 19, 2018 to December 18, 2021.

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

DEPARTMENT OF HEALTH & HUMAN SERVICES

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

G-1 RESOLUTION AUTHORIZING APPLICATION AND AGREEMENT FOR THE 2019 YOUTH INCENTIVE PROGRAM GRANT TO THE NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES FOR \$38,442.00.

This Resolution authorizes a grant application and award to provide funding in the amount of \$38,442.00 for administrative support to the County Inter-Agency Coordinating Council for Children through the New Jersey Department of Children and Families, Division of Children’s System of Care’s 2019 Youth Incentive Program Grant from January 1, 2019 to December 31, 2019.

G-2 RESOLUTION AUTHORIZING A GRANT APPLICATION AND AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES FOR THE 2019 SOCIAL SERVICES HOMELESS GRANT FOR A TOTAL AMOUNT OF \$402,079.00.

This Resolution authorizes a grant application and agreement with the New Jersey Department of Human Services for the FY 2019 Social Services for the Homeless Grant for a total of \$402,079.00 which consists of \$332,720.00 in funding for low income residents who are ineligible for general assistance and \$69,359.00 in funding for families eligible but not receiving Temporary Assistance to Needy Families (TANF) Funding. The services are available to residents who are homeless or at risk for homelessness, including emergency shelter, emergency food, utility assistance, rent/mortgage assistance, case management and 24-hour emergency response.

G-3 RESOLUTION AUTHORIZING A GRANT APPLICATION AND AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES FOR THE 2019 HUMAN SERVICES PLANNING GRANT IN THE AMOUNT OF \$67,094.00, WITH AN IN KIND MATCH OF \$6,700.00 TOTALING \$73,794.00.

This resolution authorizes the application and award from the New Jersey Department of Children and Families, Division of Child Protection and Permanency for three separate programs consisting of support to:

- (a) the Human Services Advisory Council (HSAC)
- (b) the Commission on Missing and Abused Children, and
- (c) the “Prevention of Adolescent Pregnancy Program

The County is eligible to receive a total of \$67,094.00 under the 2019 Human Services Planning Grant with an in kind match County match of \$6,700.00, totaling \$73,794.00 distributed as follows:

Human Services Advisory Council	\$ 62,770.00
Commission on Missing and Abused Children	\$ 3,324.00
Prevention of Teen Pregnancy	+ \$ 1,000.00
Subtotal	\$ 67,094.00
County In kind Match (HSAC Grant)	+ \$ 6,700.00
Total	\$ 73,794.00

Old Business

New Business

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

Adjournment

MINUTES

6:00 p.m. Tuesday, November 20, 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 B-1 Resolution Authorizing the execution of a shared service agreement and lease related to emergency medical services regionalization for the Borough of Westville has been pulled from the Agenda.

Approval of the regular meeting minutes from November 7, 2018.

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

Comments: N/A

PROCLAMATIONS

51490 Proclamation celebrating Astro Sign Company on its 35th anniversary in business. (Simmons)
Presented

51491 Proclamation recognizing Woodbury City Police Chief Ryan for being selected by the International Association of Chiefs of Police, to receive the award for 40 under 40 (Jefferson)
Presented

51492 Proclamation recognizing John A. DiAngelo Garden State Council, Boy Scouts of America 2018 GC Distinguished Citizen of the Year Award (Chila) (previously presented)

51493 Proclamation recognizing Eshia "Jake" Jacob for 30 years of Service to Borough of Woodbury Heights (Chila) (previously presented)

PUBLIC HEARING AND ADOPTION

51494 ORDINANCE AUTHORIZING THE GUARANTY BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON COUNTY GUARANTEED LOAN REVENUE BONDS (ROWAN UNIVERSITY ACADEMIC BUILDING PROJECT), SERIES 2018, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$62,000,000 TO BE ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY IN ORDER TO FINANCE THE CONSTRUCTION OF NEW FACILITIES AND RENOVATION OF EXISTING FACILITIES FOR ROWAN UNIVERSITY LOCATED IN THE BOROUGH OF GLASSBORO, IN THE COUNTY OF GLOUCESTER, AND FOR THE PURPOSE OF PROVIDING ADDITIONAL SECURITY FOR THE PAYMENT OF SAID BONDS; AND DETERMINING CERTAIN MATTERS IN CONNECTION THEREWITH.

This ordinance provides for the guaranty of certain bonds to be issued by The Gloucester County Improvement Authority in an amount not to exceed \$62,000,000. The proceeds of the bonds will be loaned to Rowan University for the construction of a new academic building and the renovation of other existing facilities. To the extent that Rowan is unable to make a payment to the Authority in an amount sufficient to pay the debt service on the bonds, the County would be obligated to levy ad valorem taxes on all taxable property to provide for such debt service. This Ordinance was introduced at the October 17, 2018 Freeholder meeting.

OPEN

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

Comments: N/A

MOTION TO ADOPT

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

Comments: N/A

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

OPEN

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

Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER
FREEHOLDER CHILA

51495 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF NOVEMBER, 2018.

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		18-09646, 18-08582
Freeholder Christy			X		
Freeholder DiMarco		X	X		
Freeholder Jefferson			X		
Freeholder Simmons					
Director Damminger			X		

Comments: N/A

51496 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2018 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

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

Comments: N/A

51497 RESOLUTION AUTHORIZING 2018 BUDGET TRANSFERS.

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

Comments: N/A

51498 RESOLUTION AUTHORIZING THE CANCELLATION OF CERTAIN UNCASHED CHECKS AND TRANSFERRING THE ASSOCIATED FUNDS INTO MISCELLANEOUS REVENUE.

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

Comments: N/A

51499 RESOLUTION ACKNOWLEDGING AND DESIGNATING KIMBERLY LARTER AS QPA FOR THE COUNTY.

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

Comments: N/A

51500 RESOLUTION AUTHORIZING AN INCREASE IN THE PURCHASE AMOUNT FOR COMPUTER RELATED EQUIPMENT FROM DELL-SLG SALES THROUGH STATE CONTRACT BY AN AMOUNT NOT TO EXCEED \$280,000.00, FOR A TOTAL AMOUNT NOT TO EXCEED \$530,000.00 THROUGH DECEMBER 31, 2018.

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

Comments: N/A

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

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT AND LEASE RELATED TO EMERGENCY MEDICAL SERVICES REGIONALIZATION FOR THE BOROUGH OF WESTVILLE.

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

PULLED

Comments: N/A

51501 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO GRAYBAR ELECTRIC COMPANY, INC., FOR A TOTAL AMOUNT OF \$30,599.79.

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

Comments: N/A

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

51502 RESOLUTION AUTHORIZING SUBMISSION OF THE 2018 WORKFORCE DEVELOPMENT BOARD RECERTIFICATION APPLICATION TO THE NJ STATE EMPLOYMENT AND TRAINING COMMISSION.

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

Comments: N/A

51503 RESOLUTION AUTHORIZING A CONTRACT WITH FIRST QUALITY, INC., T/A COTTMAN TRANSMISSION IN AN AMOUNT NOT TO EXCEED \$25,000.00 PER YEAR FROM DECEMBER 3, 2018 TO DECEMBER 2, 2020.

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

Comments: N/A

51504 RESOLUTION AUTHORIZING CHANGE ORDER #02 (INCREASE) TO CONTRACT WITH JPC GROUP, INC.

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

51505 RESOLUTION AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS RELATED TO THE RELEASE OF FUNDS TO THE GLOUCESTER COUNTY ANIMAL SHELTER FROM THE ACCOUNT OF RONALD BOWER.

	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					
Director Damminger			X		

Comments: N/A

51506 RESOLUTION AUTHORIZING GRANT APPLICATION AND AGREEMENT WITH THE NJ DEPARTMENT OF CHILDREN AND FAMILIES FOR THE CHILD ADVOCACY DEVELOPMENT GRANT FOR \$262,883.00 FROM THE DATE OF AWARD TO JUNE 30, 2019.

	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					
Director Damminger			X		

Comments: N/A

51507 RESOLUTION AUTHORIZING GRANT APPLICATION AND AGREEMENT WITH NJ DEPARTMENT OF LAW & PUBLIC SAFETY FOR THE FFY 2018 OPERATION HELPING HAND GRANT FOR \$58,824.00 FOR GRANT TERM SEPTEMBER 1, 2018 TO AUGUST 31, 2019.

	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					
Director Damminger			X		

Comments: N/A

51508 RESOLUTION APPROVING THE FIVE-YEAR CAPITAL PLAN SUBMITTED BY THE GLOUCESTER COUNTY SHERIFF IN ACCORDANCE WITH P. L. 2001, CHAPTER 370.

	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					
Director Damminger			X		

Comments: _____

DEPARTMENT OF HEALTH & HUMAN SERVICES

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

51509 RESOLUTION AUTHORIZING A CONTRACT WITH AULETTO ENTERPRISES, INC. T/A AULETTO CATERERS FROM JANUARY 1, 2019 TO DECEMBER 31, 2019 IN AN AMOUNT NOT TO EXCEED \$550,000.00.

	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					
Director Damminger			X		

Comments: N/A

51510 RESOLUTION AMENDING A CONTRACT WITH JOHN A. ALICE, ESQUIRE TO INCREASE THE CONTRACT IN AN AMOUNT NOT TO EXCEED \$15,000.00.

	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					
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	X		
Freeholder Jefferson			X		
Freeholder Simmons					
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	X		
Freeholder Jefferson			X		
Freeholder Simmons					
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	X		
Freeholder Jefferson			X		
Freeholder Simmons					
Director Damminger			X		

Comments: N/A

Time:6:30

Gloucester County

Board of Chosen Freeholders

Proclamation

~ In Honor Of ~

Kenneth P. Atkinson

Upon His Retirement as Director of the GC Office of Land Preservation

WHEREAS, Ken Atkinson began his career with Gloucester County from 1984-1988 working with the GC Parks & Recreation Department. In 1992 he joined the Gloucester County Improvement Authority as their Enforcement Officer for the Recycling Office. From 1994-2002 he was promoted to the position of GC Solid Waste/Recycling/Household Hazardous Waste Coordinator. He developed the County Recycling website which was recognized by the NJ DEP as the State's best public outreach/education program in the year 2000 and received an excellence award from the Association of Environmental Authorities (AEA) in March 2001; and

WHEREAS, from 2002-2003, Ken Atkinson became the Assistant Director of the GC Office of Land Preservation and assisted the Director in the planning, implementation and management of Gloucester County's farmland and open space preservation efforts; and

WHEREAS, since 2002, Ken Atkinson also served as the Administrator/Secretary of the GC Agriculture Development Board (GCADB) which included coordinating and serving as hearing officer for all County "Right-to-Farm" issues. He managed 50+ matters in relation to the NJ Right-to-Farm Act, from coordination of Agricultural Mediation sessions to the organization of formal public hearings; and

WHEREAS, from 2003-2018, Ken Atkinson advanced to Director of the GC Office of Land Preservation with direct responsibility for the farmland and open space preservation efforts. The GC preserved land inventory now stands at 18,028 preserved farm acres and 3,395 preserved open space acres for a total of 21,423 permanently preserved acres. He oversaw specific settlements of approximately 200 properties totaling over \$50 million dollars and also secured State reimbursements of more than \$30 million dollars; and

WHEREAS, since 2012, Ken Atkinson served as the Chairman/Secretary of the GC Solid Waste Advisory Council (SWAC). He managed 20+ matters in relation to the County Solid Waste Management Plan, from development of Administrative Actions to the coordination of formal public hearings; and

WHEREAS, Ken Atkinson was appointed by the NJ Legislature to serve as a Board member of the Garden State Preservation Trust and served from 2008-2018. He was Chair of the Trust in 2011, 2014 and 2017; and

WHEREAS, in 2015, Ken Atkinson was recognized by the Commissioner of NJ DEP at the grand opening event for the Tall Pines State Preserve, the first New Jersey State Park in Gloucester County and in 2016 received the South Jersey Land Trust's annual award for dedicated service towards the preservation of open lands in Southern New Jersey.

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 honor and recognize Ken Atkinson upon his retirement with 30 years of service to the County of Gloucester with special appreciation for his exemplary service, professionalism and dedication.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 5th day of December, 2018.

Giuseppe (Joe) Chila
Freeholder Deputy Director

Daniel Christy
Freeholder

James B. Jefferson
Freeholder

Laurie J. Burns, Clerk of the Board

Robert M. Damming
Freeholder Director

Lyman Barnes
Freeholder

Frank J. DiMarco
Freeholder

Heather Simmons
Freeholder

Gloucester County

Board of Chosen Freeholders

Proclamation

CELEBRATING
CAMP SALUTE
GRAND OPENING AND RIBBON CUTTING
NOVEMBER 19, 2018

WHEREAS, it is the desire of the Board of Chosen Freeholders to recognize Camp Salute on its Grand Opening and Ribbon Cutting; and

WHEREAS, Camp Salute started as the concept of an affordable housing complex with a veteran preference with full supportive services. Vietnam War Veteran, Allan Connors, brought the idea to Paul and Bernadette Blackstock of People for People, and a dream was born. People for People sponsors the annual Veterans Picnic, Wreaths of Remembrance and both Paul and Bernadette volunteer as accredited claims agents at Gloucester County Veterans Affairs. They have lived a life of service to all veterans, in honor of Paul's father, JP Blackstock, a highly decorated WWII hero; and

WHEREAS, Connors and the Blackstocks took the Camp Salute concept to Conifer Realty, LLC. A public private partnership was formed with Gloucester County, the State of New Jersey, the Borough of Clayton, People for People and Conifer for the first-of-its-kind affordable housing community for low-to-moderate-income individuals and families with a veteran and surviving spouse preference. The complex also houses the South Jersey Veteran Resource Center which provides important social and veterans services; and

WHEREAS, Camp Salute represents the highest quality affordable housing available on the market. The ENERGY STAR certified building features 14 one-bedroom units, 40 two-bedroom units and 22 three-bedroom units that were constructed using the best practices in energy saving technology, along with a spacious community room, laundry center, fully equipped fitness center and 24-hour emergency maintenance. Conifer and People for People were able to develop this community and provide the services and housing that our veterans need and to fulfill the promise and commitment made many years ago to a true hero, JP Blackstock.

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 Camp Salute on its grand opening and ribbon cutting ceremony.

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 19th day of November, 2018.

Handwritten signatures and printed names of Robert M. Damming, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson, and Heather Simmons.

ATTEST: Laurie J. Burns, Clerk of the Board

Gloucester County

Board of Chosen Freeholders

Proclamation

In Recognition Of
Eloise (Ellie) Eith

State President, Ladies Auxiliary, Department of New Jersey
Veterans of Foreign Wars

WHEREAS, the Officers and Members of District 13 Veterans of Foreign Wars Ladies Auxiliary will be holding a Brunch in honor of their State President, Eloise (Ellie) Eith, on Saturday, November 3, 2018 at the VFW Post 1616 in Williamstown, New Jersey; and

WHEREAS, Ellie became a member of the Ladies Auxiliary Veterans of Foreign Wars, Brick, New Jersey, VFW Post 8867 in May, 1974. Ellie's eligibility for membership derives from her husband, Kenneth, who served in Vietnam in the United States Air Force; and

WHEREAS, Ellie has held various elected and appointed offices and a wide variety of chairmanships which includes, Auxiliary President, from 1978 - 1979, Auxiliary Treasurer, from 1979 - 1985 and 2004 to present, and District 12 President from 1983 - 1984. In 2012, Ellie was appointed Department Chief of Staff by Past State President Kathy Marshall. In 2014, Ellie became a National Certified Recruiter Trainer and served until the program was discontinued in June, 2018. Her favored chairmanship was with Veterans and Family Support, which included the VFW National Home for Children and the Buddy Poppy Program. Ellie is now serving her second term as State President, Ladies Auxiliary, Department of New Jersey Veterans of Foreign Wars; and

WHEREAS, Ellie is a Life Member of the VFW Auxiliary, the VFW National Home for Children, MOCA Pup Tent 95, American Legion Auxiliary 348 Brick, the New Jersey Lighthouse Society, the New Jersey Fireman's Museum and Memorial Foundation. She actively supports the Bill Reeves Food Pantry at the Vetwork in Forked River with monthly food donations; and

WHEREAS, Ellie has not limited her activities to the Ladies Auxiliary, she has been involved in many community activities including: a member of the Brick Township First Aid Squad and their First Aid Instructor for 15 years, a Junior and Cadette Girl Scout Leader, a Cub Scout Webelos Leader and a member of the Ocean County Council training staff earning the Cub Wood Badge as a member of the Bear Patrol. Ellie is treasurer for the Historic Allaire Auxiliary and is a member of the Craft Group which makes stuffed cardinals for their annual Stocking Stuffer fundraiser; and

WHEREAS, Ellie and husband Kenneth, Sr. are the proud parents of their son, Kenneth, Jr., who is a Life Member of VFW Auxiliary 8867; and.

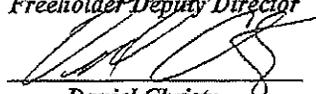
NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2018 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby honor Eloise (Ellie) Eith for her outstanding and longtime service to our country's Veterans of Foreign Wars.

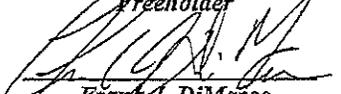
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 3rd day of November, 2018.

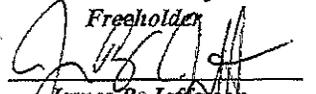

Giuseppe (Joe) Chila
Freeholder Deputy Director

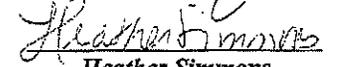

Robert M. Damming
Freeholder Director

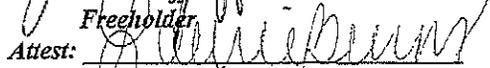

Lyman Barnes
Freeholder


Daniel Christy
Freeholder


Frank J. DiMarco
Freeholder


James B. Jefferson
Freeholder


Heather Simmons
Freeholder

Attest:

Laurie J. Burns, Clerk of the Board

Gloucester County

Board of Chosen Freeholders

Proclamation

In Honor and Recognition

Mullica Hill Post Office

Dedication Ceremony of Their Post Office after Fallen Hero

Second Lieutenant James C. "Billy" Johnson

November 8, 2018

WHEREAS, as a historical community the Mullica Hill Post Office dates back to being established on September 7, 1802, and has moved several times over the last 200 years and currently is located at 123 Bridgeton Pike; and

WHEREAS, this building is being named in honor of Second Lieutenant James C. "Billy" Johnson by act of Congress P.L. 115-455, March 23, 2018; and

WHEREAS, such recognition will honor in perpetuity the heroic action of Second Lieutenant James C. "Billy" Johnson, a Mullica Hill resident, who proudly served his country in the United States Army, and while conducting combat operations in Pozzi-Penterosso, Italy he paid the ultimate sacrifice for freedom and the country he loved in October 1944; and

WHEREAS, having served with honor and distinction Second Lieutenant James C. "Billy" Johnson was awarded the Purple Heart, the European-African Middle Eastern Campaign Medal, and the World War II Victory Medal during his service in World War II; and

WHEREAS, the Board of Chosen Freeholders would like to pay tribute to Second Lieutenant James C. "Billy" Johnson, and all those servicemen and servicewomen who heroically and gallantly serve their country including his brothers, Lester L. Johnson, WWII Veteran, United States Marine Corps and United States Air Force and Phillip E. Johnson, WWII Veteran, United States Army; and

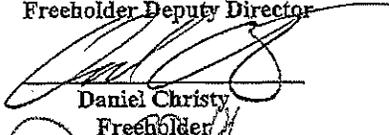
WHEREAS, the Board of Chosen Freeholders wishes to recognize and thank the Mullica Hill Post Office, the Members of the American Legion Post 452, and former Deputy Mayor Dennis Clowney for their continued commitment and service to their fellow Veterans; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, 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 are honored to recognize Second Lieutenant James C. "Billy" Johnson upon the dedication ceremony of the Mullica Hill Post Office. Let it not be forgotten that freedom is not free and it is only through the bravery and dedication of our men and women in uniform that ensures America remains free.

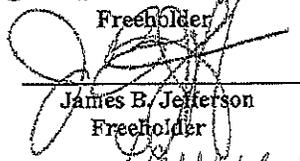
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 8th day of November, 2018.



Giuseppe (Joe) Chila
Freeholder Deputy Director

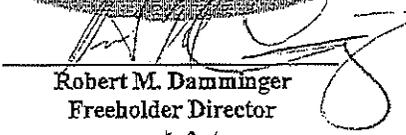
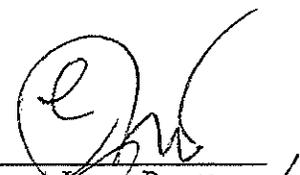


Daniel Christy
Freeholder

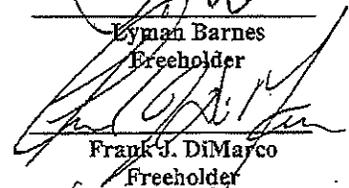


James B. Jefferson
Freeholder

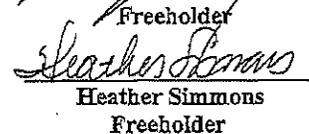
Attest: 
Laurie J. Burns, Clerk of the Board


Robert M. Damminger
Freeholder Director

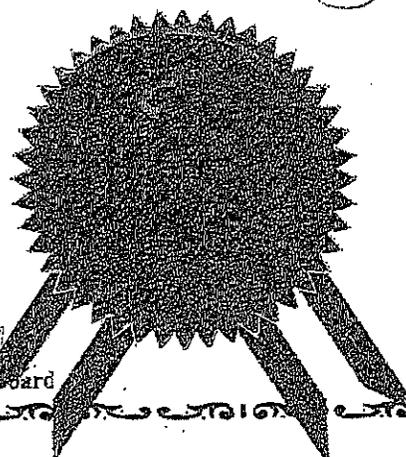
Lyman Barnes
Freeholder



Frank J. DiMarco
Freeholder



Heather Simmons
Freeholder



In Recognition Of
Blake Tambone
Achieving Rank of Eagle Scout

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize **Blake Tambone** on his achievements as a member of the Boy Scouts of America, Troop 13; and

WHEREAS, **Blake** joined the Swedesboro Cub Scouts Pack 213 in September 2006 and progressed from a Tiger Cub, to Wolf, to Bear, and finally to Webelos, attaining the Cub Scout's highest rank of Arrow of Light. He crossed over into Swedesboro Boy Scouts Troop 13 in February of 2012, achieving the ranks of Scout in June 2012, Tenderfoot in December 2012, Second Class and First Class in April 2013, Star in February 2014, Life in September 2014 and distinguished himself by earning the "*Rank of Eagle Scout*", the highest award offered by the Boy Scouts of America on October 17, 2018; and

WHEREAS, **Blake** earned 32 Merit Badges, 21 of which are required from his Eagle Scout Ranking. He exhibited exceptional leadership throughout his time in the Boy Scouts, serving in the positions of Librarian, Troop Guide, Assistant Patrol Leader and Patrol Leader. **Blake** also achieved membership into the Order of Arrow, completing his Ordeal in September 2015; and

WHEREAS, **Blake** has performed 121 hours of community service, camped 67 nights and hiked 60 miles with his Troop. He received and accomplished special training in Youth Leadership, as well as Winter and Wilderness Camping. **Blake's** special achievements include Arrow of Light, Firem'n Chit, Totin' Chip, Kayaking, World Conservation, Paul Bunyan and Attendance for Year One and Two; and

WHEREAS, **Blake** exhibited his commitment to public service by selecting as his Eagle Scout project, the installation of a fence around the garden at the Gloucester County Library in Mullica Hill, New Jersey. The project was extensive, requiring sound planning as well as leading a team of other Scouts, friends and adult volunteers in the process. The installation for the high quality aluminum fence required a dig of a 100-foot mulched path from the parking lot to the garden and took over 195 hours to complete. The purpose of the enclosure is to keep the children safe, as they learn about gardening in our community; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, 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 honor and recognize **Blake Tambone** for his leadership, personal achievements and dedicated service to his community as a member of the Boy Scouts of America, Troop 13.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 2nd day of December, 2018.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder

Frank J. DiMarco
Freeholder

James B. Jefferson
Freeholder

Heather Simmons
Freeholder

Attest: _____
Laurie J. Burns, Clerk of the Board

**In Recognition Of
Cole Tambone
Achieving Rank of Eagle Scout**

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize **Cole Tambone** on his achievements as a member of the Boy Scouts of America, Troop 13; and

WHEREAS, **Cole** joined the Swedesboro Cub Scouts Pack 213 in September 2006 and progressed from a Tiger Cub, to Wolf, to Bear, and finally to Webelos, attaining the Cub Scout's highest rank of Arrow of Light. He crossed over into Swedesboro Boy Scouts Troop 13 in February of 2012, achieving the ranks of Scout in June 2012, Tenderfoot in December 2012, Second Class and First Class in April 2013, Star in February 2014, Life in September 2014 and distinguished himself by earning the "*Rank of Eagle Scout*", the highest award offered by the Boy Scouts of America on October 17, 2018; and

WHEREAS, **Cole** earned 29 Merit Badges, 21 of which are required from his Eagle Scout Ranking. He exhibited exceptional leadership throughout his time in the Boy Scouts, serving in the positions of Quartermaster from September 2012-2013, Scribe from September 2013-2014 and Quartermaster again, a position he held for 3 years from September 2014-2017; and

WHEREAS, **Cole** has performed 68.5 hours of community service, camped 61 nights and hiked 50 miles with his Troop. He received and accomplished special training in Youth Leadership, as well as Winter and Wilderness Camping. **Cole's** special achievements include Arrow of Light, Firem'n Chit, Totin' Chip, Kayaking, Attendance Award for Year One and World Conservation; and

WHEREAS, **Cole** exhibited his commitment to public service by selecting as his Eagle Scout project, the construction of a portable stage for their Charter Organizations Band at Bethesda Methodist Church in Swedesboro, New Jersey. The project was extensive, requiring sound planning, as well leading a group of Scouts, friends and adult volunteers in the process. A 6 section portable stage was built, painted and carpeted, taking over 295 hours to complete. The portability of this stage allows the congregation to enhance music and fellowship at various locations. The stage is also used for the early service on Sundays in the Fellowship Hall.

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, 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 honor and recognize **Cole Tambone** for his leadership, personal achievements and dedicated service to his community as a member of the Boy Scouts of America, Troop 13.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 2nd day of December, 2018.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder

Frank J. DiMarco
Freeholder

James B. Jefferson
Freeholder

Heather Simmons
Freeholder

Attest: _____
Laurie J. Burns, Clerk of the Board

A-1

RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2018 BUDGET PURSUANT TO N.J.S.A. 40A:4-87

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any County or Municipality when such item shall have been made available by law, and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of an item of appropriation for equal amount.

NOW, THEREFORE, BE IT RESOLVED that the County of Gloucester hereby requests the Director of the Division of Local Government Services approve the insertion of special items of revenue into the Gloucester County budget for the year 2018 as follows:

- (1) The sum of **\$500,000.00**, which item is now available as a revenue from the State of New Jersey Department of Transportation Route 45 and Berkley Road (CR632) in Mantua Township, to be appropriated under the caption of the State of New Jersey Department of Transportation Route 45 and Berkley Road (CR632) in Mantua Township - Other Expenses;
- (2) The sum of **\$500,000.00**, which item is now available as a revenue from the State of New Jersey Department of Transportation Center Square Road (CR620) and Route 295 Overpass in Logan Township, to be appropriated under the caption of the State of New Jersey Department of Transportation Center Square Road (CR620) and Route 295 Overpass in Logan Township - Other Expenses;
- (3) The sum of **\$500,000.00**, which item is now available as a revenue from the State of New Jersey Department of Transportation Route 45 and Harrison Avenue/Mt. Royal Road (CR678) in Mantua Township, to be appropriated under the caption of the State of New Jersey Department of Transportation Route 45 and Harrison Avenue/Mt. Royal Road (CR678) in Mantua Township - Other Expenses;
- (4) The sum of **\$58,824.00**, which item is now available as a revenue from the State of New Jersey Department of Law and Public Safety Operation Helping Hand, to be appropriated under the caption of the State of New Jersey Department of Law and Public Safety Operation Helping Hand - Other Expenses.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 5, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

B-1

RESOLUTION CONFIRMING THE AWARD OF EMERGENCY CONTRACT TO COMMON CENTS EMS SUPPLY, LLC, IN THE TOTAL AMOUNT OF \$19,072.80

WHEREAS, the award of a contract by the County under and pursuant to the emergency provision of the Local Public Contracts Law, and regulations promulgated thereunder for the emergency purchase of Epinephrine Auto-Injectors made by the County to Common Cents EMS Supply, LLC; and

WHEREAS, the said contract was exempt from public bidding, as it was required for the emergency purchase of Epinephrine Auto-Injectors which was not anticipated, as set forth in N.J.S.A. 40A:11-6, as certified by Joseph T. Butts, Director of Emergency Response; and

WHEREAS, the County ordered and received replacements from a vendor utilizing the customary purchasing process, upon receipt of the auto-injectors from the vendor it was noted the auto-injectors would expire within 6 months of being in service. Typical expiration dates are 12 to 18 months after the date of manufacturer; the 6-month expiration auto-injectors were rejected and returned to the vendor. The current auto-injectors on each GCEMS response vehicles will expire in December 2018. GCEMS must order replacements immediately; and

WHEREAS, the Director of Emergency Response, Joseph T. Butts, notified Peter Mercanti, County Purchasing Agent of the need for said contract, the nature of the emergency, the time of its occurrence, and the need for invoking the Emergency Provisions, and certified to same; and

WHEREAS, the County invoked N.J.S.A. 40A:11-6 (Emergency Purchases and Contracts) in order to obtain and purchase Epinephrine Auto-Injectors and contracted with Common Cents EMS Supply, LLC, with a mailing address of 304 Boston Post Road, Old Saybrook, Connecticut 06475 for the emergency purchase as needed for a total amount of \$19,072.80; and

WHEREAS, the Treasurer for the County has certified the availability of funds for the emergency provisions in the amount of \$19,072.80, pursuant to C.A.F. #18-09914, which amount shall be charged against budget line item 8-01-25-250-002-20450.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the emergency contract awarded by the County to Common Cents EMS Supply, LLC, for the emergency purchase, pursuant to, and in accordance with, the emergency provisions, be, and hereby is, confirmed and approved; and

BE IT FURTHER 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 Common Cents EMS Supply, LLC, in the total amount of \$19,072.80.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 5, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
COMMON CENTS EMS SUPPLY, LLC**

THIS CONTRACT is made effective this 5TH day of **December, 2018**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "County", and **COMMON CENTS EMS SUPPLY, LLC**, with a mailing address of 304 Boston Post Road, Old Saybrook, Connecticut 06475, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there existed a need for the County to contract for the emergency purchase of Epinephrine Auto-Injectors; and

WHEREAS, Vendor represents that it is qualified to provide said equipment for the County, 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 within a reasonable period of time.
2. **COMPENSATION.** Vendor shall be compensated \$317.88 for each Epinephrine 2 pack Jr. (40 total packs) and each Epinephrine 2 pack Adult (20 total packs), for a total amount of \$19,072.80.

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

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 VENDOR.** The specific duties of the Vendor is to supply and deliver a quantity of 40 Epinephrine 2 pack Jr. and a quantity of 20 Epinephrine 2 pack Adult.

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 Prices Quoted, and all applicable laws, statutes, regulations, rules and ordinances.

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 Specifications, if any, 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 harmless from, and shall indemnify and shall defend the County 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 Contract shall continue after the termination of this Contract 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 carriers 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, the Specifications, and the Invoices, all of which are referred to and incorporated herein. 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 Invoices, then this Contract and the Specifications shall prevail.

THIS CONTRACT is effective as of **December 5, 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 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:

COMMON CENTS EMS SUPPLY, LLC

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

18-09914

NO.

ORDER DATE: 11/16/18
 REQUISITION NO: R8-10254
 DELIVERY DATE:
 STATE CONTRACT:
 ACCOUNT NUM:

Pg 1

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

VENDOR #: COMMO010

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R**

COMMON CENTS EMS SUPPLY, LLC
 304 BOSTON POST RD.
 OLD SAYBROOK, CT 06475

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
40.00	EPINEPHRINE 2 PK JR EMERGENT ORDER Due to be Passed by resolution 12/5/18	8-01-25-250-002-20450 Medical & Dental Supplies	317.8800	12,715.20
20.00	EPINEPHRINE 2 PK ADULT EMERGENT ORDER Due to be Passed by resolution 12/5/18	8-01-25-250-002-20450 Medical & Dental Supplies	317.8800	6,357.60
			TOTAL	19,072.80

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><i>Tracey H. Gordon</i> _____ TREASURER/CFO</p> <p><i>[Signature]</i> _____ PURCHASING DIRECTOR</p>

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

COUNTY OF GLOUCESTER
CERTIFICATION OF REQUEST FOR EMERGENCY PURCHASES

THE UNDERSIGNED DEPARTMENT HEAD (OR DESIGNATED AGENT) CERTIFIES AS FOLLOWS:

1. AN EMERGENCY CONDITION EXISTS IN Gloucester County EMS
(NAME OF DEPARTMENT)
2. THIS EMERGENCY OCCURRED ON November 8, 2018 3:30 pm
(DATE) (TIME)
3. THE NATURE OF THE EMERGENCY IS:

A nationwide shortage of epinephrine auto-injectors currently exists. This has created significant cost volatility in the market. GCEMS carries these auto-injectors on each response vehicle for the emergent treatment of life-threatening anaphylaxis. As a result of the nationwide shortage GCEMS has experienced significant difficulty locating replacements. (This medication, like all medications, expires after a defined shelf life.) GCEMS ordered and received replacements from a vendor utilizing the customary purchasing process, after receipt of quotations from a number of vendors. Upon receipt of the auto-injectors from the vendor it was noted that they would expire within 6 months of being placed in-service. As typical expiration dates are 12 to 18 months after the date of manufacturer, the 6 month expiration auto-injectors were rejected and returned to the vendor. The current auto-injectors deployed on each GCEMS response vehicle expire in December of 2018. To assure replacements are received prior to the expiration of the current auto-injectors, GCEMS must order replacements immediately.

4. THIS CONDITION CONSTITUTES AN EMERGENCY AFFECTING THE IMMEDIATE HEALTH, SAFETY OR WELFARE OF THE PUBLIC.

5. DESCRIPTION OF CONDITION AND HOW IT AFFECTS HEALTH, SAFETY OR WELFARE. *Epinephrine auto-injectors are the only medication and delivery route available to emergency medical technicians in the treatment of life-threatening anaphylaxis as a result of exposure to insect stings, shellfish, peanuts and other substances that patients are allergic to. Delays in treatment can result in significant deterioration of the patient's condition, potentially resulting in respiratory distress and unconsciousness.*

6. IT IS NECESSARY TO INVOKE N.J.S.A. 40A:11-6 (EMERGENCY PURCHASES AND CONTRACTS) IN ORDER TO OBTAIN THE DELIVERY OF THE MATERIALS, SUPPLIES, OR SERVICES DESCRIBED IN THE ATTACHED REQUISITION #. THE ESTIMATED COST OF FURNISHING THE MATERIALS, SUPPLIES OR SERVICES IS \$ 19,100 (note that this is the lowest cost quote of 3 received)

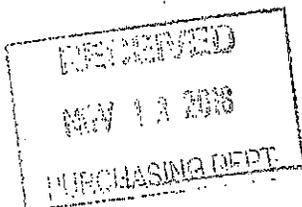
7. PERMISSION IS REQUESTED FOR APPROVAL TO ISSUE A PURCHASE ORDER WITHOUT OBTAINING BIDS, PURSUANT TO THE ABOVE CITED STATUTE.

8. I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

DEPARTMENT HEAD *[Signature]* (Per J. Theodor Act) DATE 11/09/2018

PURCHASING DIRECTOR *[Signature]*

APPROVED BY COUNTY ADMINISTRATOR *[Signature]*



G

**RESOLUTION AUTHORIZING EXECUTION OF COST REIMBURSEMENT
AGREEMENT NO. 2018-DT-BLA-FEP-437 WITH NJ DEPARTMENT OF
TRANSPORTATION FOR THE COUNTY MULTI-PURPOSE TRAIL, SECTION 2
IN THE BOROUGH OF GLASSBORO AND TOWNSHIP OF ELK**

WHEREAS, the Gloucester County Engineer has applied for project eligibility funding from the NJ Department of Transportation, Division of Local Aid and Economic Development; and

WHEREAS, funds to be received in the amount of \$1,000,000.00 will be used by the County for the Gloucester County Multi-Purpose Trail extension, Section 2, from Delsea Drive in Glassboro to Rowan University and the Elk Township Recreational Park, known as Engineering Project #12-03FA (hereinafter "Project").

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board is authorized to attest to, Cost Reimbursement Agreement No. 2018-DT-BLA-FEP-437 with the NJ Department of Transportation for \$1,000,000.00 to be used for the Project as set forth herein.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester held on Wednesday, December 5, 2018 at Woodbury, New Jersey.

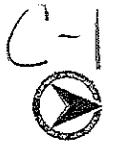


COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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



July 2014

Local Aid and Economic Development

Agreement No.: 2018-DT-BLA-FEP-437

Vendor ID: 216000660

DUNS Number (Local Public Agency): 957362247

Contract ID: 19 70969

Contact Name and Phone Number: Dave Cihocki, (856) 486-6618

FUNDS EXCHANGE PROGRAM -COST REIMBURSEMENT AGREEMENT

Project/Phase: **Gloucester County Multi-Purpose Trail Sect. 2 - ROW**

Municipality: **Borough of Glassboro & Elk Township** County: **Gloucester**

This Cost Reimbursement Agreement ("Agreement") is made as of the _____ day of _____, by and between the **Gloucester County**, having its offices at **Clayton Complex Offices of Government Services, 1200 N. Delsea Drive, Clayton, NJ 08312-1000** ("Recipient") and the State of New Jersey, Department of Transportation, Division of Local Aid and Economic Development, having its offices at 1035 Parkway Avenue, Trenton, NJ 08625 ("State");

WITNESSETH:

WHEREAS, Recipient proposes to be a "Local Public Agency" that is sponsoring a Project eligible for funding pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Project may be included in the Metropolitan Planning Organization Transportation Improvement Program and the State Transportation Improvement Program; and

WHEREAS, the State may award Recipient funds to finance the Project ("Project Fund"); and

WHEREAS, Recipient and the State desire to specify the conditions applicable to the financing of the costs of the Project out of the Project Fund and the obligations of Recipient and the State with respect to the Project; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and pursuant to all state, and local laws and ordinances, Recipient and the State hereby agree as follows:

1. Description of Project – Scope of Work

A detailed Project description is included in the Project Scope of Work and Cost Estimate attached to this Agreement.

2. Agreement Contract Term

2.1 This Agreement shall be effective upon proper execution by the State and the Recipient and shall continue in effect until the Project is completed and all payment vouchers have been paid subject to Section 6 below or until, based on inactivity as defined in Section 6.2(b) below, the State demands the return of some or all funds allocated. Allowable costs incurred for the performance of work in the attached Scope of Work in this Cost Reimbursement Agreement shall be eligible for reimbursement from the effective date of **this agreement (date written above)**. All such work shall be completed by **12/31/2020**, unless either terminated or extended by written authorization of the State.

2.2 This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. In the event the State terminates the agreement for any reason other than abandonment or inactivity, the State shall compensate the Recipient for work actually performed. In the event the State terminates the Agreement for abandonment or inactivity, the State may demand the return of all funds or the remaining



funds, at its own discretion. In the event the Recipient terminates the Agreement, the State in its discretion will determine compensation, if any, to be paid.

- 2.3 The Project shall not be sold, assigned or ownership transferred without the consent of the State. In the event the Project is sold to a non-public entity for a non-public use or any use inconsistent with the terms of this Agreement, this Agreement shall be deemed terminated and the State shall be reimbursed for all money paid.

3. Plans and Specifications

- 3.1 Recipient shall prepare, or have prepared, if required by the State, environmental documents, engineering documents, plans, specifications and estimates for the Project and shall submit them to the State for review. A Professional Engineer licensed to practice in New Jersey must prepare the plans and specifications. The State shall review the engineering documents, plans and specifications for conformance to program requirements and design standards. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the New Jersey Department of Transportation Bicycle Compatible Roadway and Bikeways Planning and Design Guideline. However, the design of traffic barriers and drainage systems shall conform to the New Jersey Department of Transportation Roadway Design Manual. All workmanship and materials shall conform to the New Jersey Department of Transportation 2007 Standard Specifications for Road and Bridge Construction. If there is a deviation from the standards, the Recipient shall notify the State in writing of any deviation from the standards and shall accept any and all responsibility for any injury and damage by such deviation to any person or property and shall indemnify the State as outlined in this Agreement. A design exception may be executed when it can be documented to the State's satisfaction that a lesser design value is the best practical alternative. The factors to be considered when determining if a lesser design value should be elected shall include social economic and environmental impacts together with safe and efficient traffic operations.

Approval for the design exception shall be based upon Division of Local Aid Policy Number 005.00 as follows:

All Design Exceptions for Local Aid projects on non-National Highways System (non-NHS) roadways must be prepared by a licensed professional engineer in the State of New Jersey and approved by the sponsor via a design exception certification.

Projects that are on NHS roads must follow the procedure outlined in the NJDOT Design Exception manual including approval by the Director of Design Services and the Federal Highway Administration.

The above applies regardless of funding source. The State shall notify Recipient when the project is acceptable for bidding.

- 3.2 For reimbursement of allowable costs, project limits cannot be exceeded, plans and specifications altered, construction change orders issued, or items added or deleted from Project without prior written approval of the State.
- 3.3 The Recipient shall designate a Resident Engineer who shall be empowered to represent the Recipient in connection with the administration of the Project, and shall be responsible for the monitoring and inspection of all work performed by its contractors.

4. Projects Eligible for Funding



Right of Way Acquisition Projects

- 4.1 Recipient shall acquire right of way parcels in accordance with applicable federal and state requirements, including, but not limited to, 49 C.F.R. 24, 23 C.F.R. 710.203, N.J.S.A. 20:4-1 et seq., New Jersey, Department of Transportation, Right of Way Acquisition Manual which may be found at: the <http://www.state.nj.us/transportation/eng/documents/BDC/pdf/ROWAcquisitionManual20120601.pdf> and New Jersey, Department of Transportation, Right of Way Engineering Manual which may be found at: <http://www.state.nj.us/transportation/eng/documents/ROWE/>.
- 4.2 Recipient shall be responsible for preparing all maps and other documents required by the New Jersey, Department of Transportation, Right of Way Acquisition Manual and Right of Way Engineering Manual referenced above.
- 4.3 Eligible costs for right of way acquisition projects shall include:
 - a. Cost of real property which shall be based on the actual purchase price of the parcel or easement, after negotiating a purchase agreement, or the just compensation amount as determined by a court, and
 - b. Associated direct costs of acquisition including appraisal fees, cost estimates, right of way plan preparation, title work, cost to acquire real property, cost of administrative settlements, relocations, and damages pursuant to 23 C.F.R. 710.203.
- 4.4 Any amount paid to the Recipient under this Agreement for a parcel or easement that is later declared to be in excess and sold, may be recovered by the State.

Design Projects

- 4.5 Recipient shall provide professional design services for the Project ("Design Work") in accordance with the New Jersey Department of Transportation 2007 Standard Specifications for Road and Bridge Construction and the State of New Jersey Standard Terms and Conditions.
- 4.6 Recipient warrants that the engineering services shall be performed or approved by an engineer licensed by the State of New Jersey Board of Professional Engineers and Land Surveyors to practice in the State of New Jersey.
- 4.7 Recipient covenants that Design Work will comply with all applicable laws and other requirements of state and local governmental bodies including applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the New Jersey Department of Transportation Bicycle Compatible Roadway and Bikeways Planning and Design Guideline.
 - a. Certain projects shall require the pre-approval of the State, prior to the design phase, as to the applicable standards that apply, as follows:
 - i. Transportation projects other than roads and bridges,
 - ii. Projects that intersect State highways,
 - iii. Projects with railroad crossings within the project limits or 100 feet outside the project limits, or
 - iv. Projects with railroad crossings outside the project limits where the project could impact traffic flow across the railroad crossing.



- 4.8 Recipient shall prepare, or have prepared any necessary environmental documents, engineering documents, plans, specifications and estimates for the Project as required by Section 3.1 of this Agreement.
- 4.9 The Recipient shall not proceed with any Design Work for which reimbursement shall be sought without the specific written authorization of the State.
- 4.10 Recipient shall submit to the State documentation of the consultant selection process or use of in-house forces and final negotiated consultant cost proposal. The use of in-house staff is permitted but is subject to the approval of the State. In order to use in-house staff for design work, Recipient must allow the State to review its project accounting systems and be cost-basis approved by the State.
- 4.11 If Recipient is not performing design work in-house, Recipient shall solicit proposals for the work in accordance with all state laws, rules and regulations. Upon receipt of proposals from responsible design consultants, Recipient shall select professional services based upon qualifications and shall furnish the name of such consultant to the State for concurrence. Recipient agrees not to contract with any consultant to whom the State has made a reasonable and timely objection.
- 4.12 Recipient or its consultant shall be required to submit a design schedule to the State which should include, at a minimum, the submission dates for project plans and descriptions for Executive Order 215 determination, environmental screening, environmental permits/approvals, preliminary plans specifications, and estimate, and for the funding authorization request package.
- 4.13 Funds for design work shall be authorized by the State once the design authorization submission has been approved. Within ten years of the date of design authorization, the project must be awarded to a construction contractor. Failure to comply with the requirements of this provision will result in the recovery of all funds previously expended.
- 4.14 Recipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual, eligible costs and for no other purpose. Recipient agrees that it shall provide to the State, upon demand and at no cost to the State, such documentation as will enable the State to determine that the proceeds of the Project Fund have been applied solely to the costs of the Project.
- 4.15 When the Recipient considers the design work to be finally complete, Recipient shall request that the State's representative make a final review of the plans and specifications. If it is determined, after such review, that the design work has been completed in accordance with all applicable laws and requirements, Recipient shall submit a final invoice to the State and the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project design work.
- 4.16 The Recipient and its consultant will comply with Chapter 51/Executive Order 117 Certification and Disclosure of Political Contributions and will submit the Chapter 51/Executive Order 117 Certification and Disclosure form, certifying that no contributions prohibited by Chapter 51 have been solicited or made by the Recipient and reporting all contributions the Recipient made during the preceding four years to any political organization organized under 26 U.S.C. §527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19: 44A-3(n) and N.J.A.C. 19: 25-1.7.

Construction Projects

- 4.17 Recipient shall complete or cause the completion of work on the Project ("Project Work") in accordance with the plans and specifications approved by the State.



- 4.18 Recipient covenants that Project Work will comply with all applicable laws and other requirements of state and local governmental bodies. Recipient shall obtain all permits and licenses necessary to complete Project Work.
- 4.19 The Recipient shall not advertise the project until the State provides written authorization to proceed and the Recipient shall not proceed with any Project Work for which reimbursement shall be sought without the written authorization of the State.
- 4.20 Recipient shall solicit bids for the work in accordance with all state laws, rules and regulations applicable to public bidding. The Recipient shall advertise the project within sixty (60) days of the State's authorization of funds and must award the project within six months of authorization of funds. Upon receipt of bids from responsible contractors, Recipient shall select the contractor submitting the lowest responsive bid. Within thirty (30) days of the award of the contract, the Recipient shall submit:
- a. One copy of the summary of construction bids showing all bid quantities, unit prices, and amounts for the construction of pay items, and
 - b. A fully executed and sealed resolution awarding the contract to the lowest responsible bidder, which shall be subject to the approval of the State.

Once the State has received all of the information listed above, it shall notify Recipient in writing whether it has been approved. Recipient agrees not to contract with any contractor to whom the State has made a reasonable and timely objection. Professional services for construction services should be competitively selected based upon qualifications.

- 4.21 Recipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual, eligible Project costs and for no other purpose. Recipient agrees that it shall provide to the State, upon demand and at no cost to the State, such documentation as will enable the State to determine that the proceeds of the Project Fund have been applied solely to the costs of the Project.
- 4.22 Upon written request of the State, the Recipient shall cause its contractor to provide payment and performance bonds in an amount equal to 100% of the cost of the Project Work. A surety company satisfactory to the State and qualified to do business in the State of New Jersey shall execute such bonds. Copies of all bonds shall be delivered to the State upon request. Only those sureties listed in the US Treasury Department Circular 570 and authorized to do business in the State shall furnish the surety bonds.
- 4.23 Recipient agrees that it will cause its contractor to comply with the appropriate statutes and regulations concerning use of foreign materials as required by Section 106.03 of the New Jersey Department of Transportation's 2007 Standard Specifications.
- 4.24 Recipient and its contractor will comply with Chapter 51/Executive Order 117 Certification and Disclosure of Political Contributions and will submit the Chapter 51/Executive Order 117 Certification and Disclosure form, certifying that no contributions prohibited by Chapter 51 have been solicited or made by the contractor and reporting all contributions the contractor made during the preceding four years to any political organization organized under 26 U.S.C. §527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19: 44A-3(n) and N.J.A.C. 19: 25-1.7.
- 4.25 When Recipient considers the Project to be finally complete, Recipient shall request that the State's representative make a final inspection of the Project. If it is determined, after such inspection, that the Project has been completed in accordance with the plans and specifications, Recipient shall prepare and submit to the State a certification that the final inspection has been made and the cost of the Project has



actually been incurred in accordance with the provisions of the Agreement. Upon receipt, the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project. The New Jersey Department of Transportation, Division of Local Aid and Economic Development will monitor maintenance of completed Project by the Recipient. Failure to maintain Project will result in the withholding of funds payable to the Recipient on other State funded programs.

5. Insurance

5.1 Recipient shall maintain or cause to be maintained:

- (a) General Comprehensive Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit plus \$1,000,000.00 in an umbrella policy. This insurance shall specifically provide for coverage of the State as an additional insured and shall provide for coverage at least as broad as the standard, basic unamended commercial general liability policy and shall be endorsed to include broad form contractual liability coverage, independent contractor's coverage and completed operations coverage.
- (b) Automobile Liability Insurance in the minimum amount of \$1,000,000.00.
- (c) Workers Compensation Insurance in the amount required by law.

5.2 A copy of each insurance policy shall be made available to the State upon request.

5.3 Recipient shall cause to be maintained Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance sufficient to protect against liabilities arising out of professional obligations performed pursuant to the requirements of this Agreement. This insurance shall be in the minimum amount of \$1,000,000.00.

5.4 Recipient expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the obligations assumed by Recipient pursuant to this Agreement and shall not be construed to relieve Recipient of liability in excess of such coverage, nor shall it preclude the State from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

6. Disbursement of Project Fund

6.1

- (a) The State shall disburse monies from the Project Fund to Recipient in order to reimburse actual, eligible costs associated with Project Work in accordance with the terms and conditions of this Agreement. Only those costs specifically enumerated in the Project Scope of Work and Cost Estimate attached to this Agreement and outlined below will be eligible for reimbursement. Nothing contained herein shall impose upon the State any obligation to ensure the proper application of the monies paid to Recipient from the Project Fund. Furthermore, nothing contained herein shall impose any obligation upon the State to pay to Recipient any monies in excess of the Project Fund. The Recipient shall reimburse the Consultant/Contractor for allowable expenses after the receipt of properly prepared payment vouchers as outlined in Section 6.2 of this Agreement. All monies shall be subject to appropriations and availability of funds.
- (b) The total cost of the project by the Recipient for completion of the Project Scope of Work in this Agreement shall not exceed **\$1,000,000.00**, with an approved budget as follows:



<u>Local Public Agency</u>	<u>Agreement Amount</u>	<u>LPA in-House</u>	<u>Total</u>	<u>Date Authorized</u>	<u>Date for Completion</u>
<u>Gloucester County</u>	<u>\$1,000,000.00</u>	<u>\$0.00</u>	<u>\$1,000,000.00</u>	<u>10/18/2018</u>	<u>12/31/2020</u>

- (c) The actual agreement will be adjusted and/or modified unilaterally by the State to reflect the Project costs as determined by the bid amount.
- (d) The final eligible costs incurred by the Recipient during the Project may be reimbursed by the State, subject to prior written approval, the availability of funds, and at the State’s sole discretion.

6.2

- (a) Recipient shall prepare and submit payment vouchers for payment for approval by the State within three months of initial billing by the contractor or design consultant, or six months from award, whichever is first. Payment vouchers may be submitted as frequently as every month at most but are required at least quarterly.
- (b) If Recipient does not comply with the aforementioned time periods for submitting payment vouchers, the State may determine that the Project is deemed “inactive” and, as a result, Project funds may be withdrawn by the State. Also see Section 2.1. Recipient may also be determined inactive, at the discretion of the State, for the following reasons: failure to perform work properly, failure to complete the project as proposed, failure to properly submit or complete the close out documents, or any reason that the State may determine based upon the project status and remaining work to be performed. The payment vouchers shall state, with proper documentation, the amounts due Recipient for actual, eligible costs incurred in connection with the Project. The Recipient shall maintain a complete set of time sheets, records and accounts to identify eligible salaries, fringe benefits, leave, and non-salary direct expenses incurred in support of the Project, as well as material records, certifications, and as-built quantities.
- (c) The parties agree that the State has sole discretion to modify the initial agreement amount to reflect the actual, eligible costs for the Project work at the time of the award concurrence.
- (d) Progress Reports will accompany all payment vouchers and shall include:
 - i. A narrative description of work performed during the payment period and any difficulties or delays encountered;
 - ii. A comparison of actual accomplishments to the goals established for the payment period;
 - iii. A comparison, by tasks, of costs incurred with amounts budgeted, and;
 - iv. A comparison, by task, of work performed compared to the schedule, including a percentage of the total work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.
 - v. Copies of contract compliance documents as completed for the voucher payment period by the resident engineer that is designated by the Recipient, a complete set of which shall be furnished by the State at kickoff and/or preconstruction meetings.



- (e) The State shall review and verify such payment vouchers for payment and remunerate the Recipient for direct and indirect costs incurred up to a maximum Project approved budget of \$1,000,000.00 stated in this Agreement for satisfactorily completing the Project.

6.3

- (a) The State shall make partial payments to the Recipient toward the actual, eligible costs for the Project work upon the receipt of properly drawn payment voucher for a percentage of work completed on the Project during the period as shown on the accompanying progress report. Where there is a disagreement between the State and the Recipient concerning the percentage of work completed during any given period, that dispute shall be resolved in accordance with Paragraph 19.3 of this Agreement.
- (b) Recipient may submit payment vouchers totaling up to 90% of the lesser of either the authorized amount or the amount eligible for State funding participation. Recipient shall submit a final payment voucher, within six months of final inspection, along with any necessary close out documents, for reimbursement of the remaining 10%, following receipt of written final acceptance of the Project by the State.

6.4

- (a) The Recipient shall remain responsible for satisfactory performance of all work.
- (b) All work performed by contractors and subcontractors on the Project shall be treated as being performed by the Recipient.
- (c) Recipient will be paid the actual, eligible costs for the work of each contractor and consultant. The actual, eligible costs shall be considered full compensation for all costs incurred by the Recipient relative to the work performed by each contractor and consultant. Payment of the actual, eligible costs shall be made on monthly or quarterly payment vouchers submitted by the Recipient based upon the percentage of the contracted work completed as shown in the Recipient's monthly progress reports.
- (d) Recipient shall require its contractors and consultants to comply with the applicable cost principles set forth in Section 6.2 above and the requirements of Section 8 below by placing equivalent provisions in their contracts.

7. Audit Requirements

- 7.1 The Recipient shall provide the State with a fiscal year, organization-wide audit that has been conducted in accordance with the requirements of State Circular Letter 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid and the Single Audit Act of 1984 as amended (Federal OMB Circular A-133). The Recipient shall ensure that the State receives the audit within the prescribed submission period and that this Agreement is listed on the appropriate Schedule of Financial Assistance.
- 7.2 The State, or its agents, shall be entitled to perform an audit at the following times:
 - (a) At any time during the performance of work set forth in this Agreement.
 - (b) During a period of up to three (3) years after either the date of payment of the Final Invoice or a date mutually agreed to by the parties.
- 7.3 The Recipient acknowledges that changes in payment due the Recipient resulting from audits performed by the State shall be made as follows:



- (a) In the event of overpayment by the State, the Recipient shall refund the amount of such overpayment within thirty (30) days of the request by the State. In the event the Recipient fails to comply with said request, the State is hereby authorized to deduct such overpayment from other monies due the Recipient under the terms of this Agreement or any other agreement between the State and the Recipient. Furthermore, the Recipient expressly understands and agrees that the provisions of this section shall in no way be construed to relieve the Recipient from any liability, or preclude the State from taking any other actions as are available to it under any other provisions of this Agreement or otherwise at law. The terms of this section shall survive the expiration or termination of the Agreement.
- (b) In the event of underpayment by the State, the State shall pay sufficient funds to the Recipient to correct the underpayment as soon as is practicable.
- (c) The Recipient shall include in the Final Invoice the following release clause:

“In consideration of the requested payment of this Final Invoice, the [Recipient] hereby releases the State of New Jersey and the New Jersey Department of Transportation, their agents, officers and employees, from all claims and liabilities arising from work done or services performed under this Agreement.”
- (d) Payment to the Recipient for a Final Invoice does not waive either the right of the State to establish adjustments and to collect overpayments that are disclosed by audits performed subsequent to payment of the Final Invoice, or the right of the Recipient to underpayments based upon adjustments disclosed by said audits.

8. Inspections

Recipient shall permit the State or any authorized representative, free access to the Project with the right to examine, visit and inspect, at any reasonable time, all work completed or in progress, labor performed and materials furnished in connection with the Project as well as Recipient's accounts, books and records, including its receipts, disbursements, contracts and any other matters relating thereto. Recipient shall supply such reports and information as the State shall reasonably request. All accounts, books, records and other documents related to the Project shall be retained by Recipient for a period of three years after final payment is received from the State.

9. Indemnification

Recipient shall indemnify, defend, protect and hold harmless the State of New Jersey and its agents, servants and employees from and against any and all liability, fines, suits, claims, demands and actions, costs and reasonable expenses of any kind or nature or by anyone whomsoever, including, but not limited to, claims for personal injury, wrongful death, property damage and contractual liability due to or arising in any way out of the performance of any services, actions or operations in connection with the Project or any breach of this Agreement unless caused solely by the gross negligence or default of the State or its agents, servants or employees; provided, however, that the State shall give Recipient prompt notice thereof. If Recipient shall be required to defend in any action or proceeding pursuant to this Section 9 to which action or proceeding the State is made a party, the State shall be entitled to participate in the matter, at its election and sole cost; provided, however, that any such action by the State does not limit or make void any liability of Recipient in respect to the claim or matter in question.

10. Abandonment of Project

It is understood and agreed by and between the parties hereto that Recipient shall complete the Project to provide a safe and usable unit and shall not be entitled to abandon the Project. If the Recipient abandons the Project during



any phase (planning, design, construction, etc.) all funds expended by the State will be reimbursed by the Recipient to the State. The determination that the project has been abandoned shall be at the sole discretion of the State.

11. No Personal Liability

Notwithstanding anything to the contrary contained herein, the parties hereto specifically understand and agree that there shall be no personal liability imposed on the officers, employees or agents of Recipient or the State with respect to any of the covenants or conditions of this Agreement.

12. Equal Opportunity

12.1 Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined under the laws of the State of New Jersey, N.J.S.A. 10:5-31 et seq., which is paid for in whole or in part, directly or indirectly, with proceeds from the Project Fund the following equal opportunity clause:

- (a) The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- (b) The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- (c) The Contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) 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.
- (e) When hiring or scheduling workers in each construction trade, the Contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division of Public Contracts Equal Employment Opportunity Compliance (hereafter "Division") may, in its discretion, exempt a Contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, i, ii, and iii, as long as the Division is satisfied that the Contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The Contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:



- i. If the Contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the Contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the Contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the Contractor or subcontractor agrees to afford equal employment opportunities to minority and women workers directly, consistent with this chapter. If the Contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the Contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (ii) below; and the Contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- ii. If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (i) above, or if the Contractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor agrees to take the following actions:
 - A. To notify the Public Agency Compliance Officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - B. To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - C. Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - D. To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
 - E. If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable State and Federal court decisions;
 - F. To adhere to the following procedure when minority and women workers apply or are referred to the Contractor or subcontractor:
 - G. The contractor or subcontractor shall interview the referred minority or women worker.
 - H. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Contractor or subcontractor shall in good faith determine the qualifications of such individuals. The Contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However a Contractor or subcontractor shall determine that the individual at least possesses the requisite



- skills and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the Contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (iii) below.
- I. The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in paragraph (i) above whenever vacancies occur. At the request of the Division, the Contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - J. If, for any reason, said Contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the Contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the Public Agency Compliance Officer and to the Division.
 - K. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, and on forms made available by the Division and submitted promptly to the Division upon request.
- iii. The Contractor or subcontractor agrees that nothing contained in (ii) above shall preclude the Contractor or subcontractor from complying with the hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (ii) above without regard to such agreement or arrangement; provided further, however, that the Contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the Contractor or subcontractor agrees that, in implementing the procedures of (ii) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.
- (f) After notification of award, but prior to signing a construction contract, the Contractor shall submit to the Public Agency Compliance Officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the Contractor, in accordance with N.J.A.C. 17:27-7.
 - (g) The Contractor and each subcontractor must submit monthly employment and wage data to the Department via a web based application using electronic Form CC-257R. Instructions for registering and receiving the authentication code to access the web based application can be found at: <http://www.state.nj.us/transportation/business/civilrights/pdf/cc257.pdf>. Instructions on how to complete Form CC-257R are provided in the web application. Submit Form CC-257R through the web based application within 10 days following the end of the reporting month. All employment and wage data must be accurate and consistent with the certified payroll records. The Contractor is responsible for ensuring that their subcontractors comply with these reporting requirements. Failure by the Contractor to submit Monthly Employment Utilization Reports may impact the contractor's prequalification rating with the Department.



- (h) The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).
- (i) The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and off-the-job programs for outreach and training of minority and female trainees employed on the construction projects.

12.2 Recipient agrees that it will be bound by the above equal opportunity provisions with respect to its own employment practices when it participates in State assisted construction, design or right of way acquisition work.

12.3 Recipient also agrees:

- (a) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the State of New Jersey.
- (b) To furnish the State such information as may require for the supervision of such compliance, and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.

12.4 In addition, Recipient agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this Agreement, in whole or in part;
- (b) Refrain from extending any further assistance to Recipient with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from Recipient; and
- (c) Initiate appropriate legal proceedings.

13. Nondiscrimination

Recipient hereby agrees that it will comply with Title VI of the 1964 Civil Rights Act (the "Act") and related statutes and implementing regulations to the end that no person shall on the grounds of race, color, national origin, handicap, age, sex, or religion be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Project covered by this Agreement and, further Recipient agrees that:

- (a) It will insert the nondiscrimination notice required by the Standard Department of Transportation Title VI Assurance (DOT Order 1050.2) in all solicitations for bids for work or material, and, in adapted form, in all proposals for negotiated agreements.
- (b) It will insert the clauses in Appendixes A, B or C of DOT Order 1050.2 as appropriate, in all contracts, deeds transferring real property, structures, or improvements thereon or interest therein (as a covenant running with the land) and in future deeds, leases, permits, licenses, and similar agreements, related to this Project, entered into by Recipient with other parties.
- (c) It will comply with, and cooperate with, State in ensuring compliance with the terms of the standard Title VI Assurance, the act and related statutes, and implementing regulations.



14. Small Business Enterprises

Recipient hereby agrees to the following statements and agrees that these statements shall be included in all subsequent agreements between Recipient and any contractor:

- (a) Policy. It is the policy of the New Jersey Department of Transportation that small business enterprises (SBE's), as they are defined in N.J.A.C. 12A: 10A-1.2 et seq. and N.J.A.C. 17:14-1.2 et seq., shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with State funds under this agreement.
- (b) Obligation. The contractor agrees to ensure that SBE's, as defined in N.J.A.C. 12A: 10A-1.2 et seq. and N.J.A.C. 17:14-1.2 et seq., have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with State funds provided under this Agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with the applicable section of N.J.A.C. 12A: 10A-1.2 et seq. and N.J.A.C. 17:14-1.2 et seq. to ensure that SBE's have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, handicap, religion, age, or sex, as provided in state law, in the award and performance of DOT-assisted contracts."

15. No Oral Modifications

- (a) This Agreement may not be changed orally, but only by an Agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
- (b) The Recipient shall request approval by the State of any task or line item budget revision deemed necessary to carry out the project in this Agreement. This request shall be submitted in writing by the Recipient to the State. If approved by the State, the State shall provide written authorization to Recipient to proceed with the revision.

16. Notices and Demands

- 16.1 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement must be in writing.
- 16.2 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement shall be deemed to have been properly given or served by depositing the same in the United States mail, postpaid and registered or certified, return receipt requested, or by Federal Express or similar service providing receipt against delivery, as follows:

If to the State:

Laine Rankin
 Director
 Division of Local Aid and Economic Development
 State of New Jersey Department of Transportation
 1035 Parkway Avenue
 Trenton, New Jersey 08625

Or the designated District Office, Bureau of Local Aid, serving the area of the Recipient:



District 1 -
 Roxbury Corporate Center
 200 Stierli Court
 Mount Arlington, NJ 07856
 Phone: (973) 601-6700
 Fax: (973) 601-6709
 Morris, Passaic,
 Sussex and Warren

District 2 -
 153 Halsey Street - 5th floor
 Newark, NJ 07102
 Phone: (973) 877-1500
 Fax: (973) 648-4547
 Bergen, Essex, Hudson,
 and Union

District 3 -
 1035 Parkway Avenue
 Trenton, NJ 08625
 Phone: (609) 530-5271
 Fax (609) 530-8044
 Hunterdon, Middlesex, Mercer,
 Monmouth, Ocean and Somerset

District 4 -
 1 Executive Campus
 Route 70 West, 3rd Floor
 Cherry Hill, NJ 08002
 Phone: (856) 486-6618
 Fax (856) 486-6771
 Atlantic, Burlington, Camden, Cape May,
 Cumberland, Gloucester and Salem

Telephone: (856) 486-6618 Fax: (856) 486-6771

If to Recipient:

Vincent M. Voltaggio, P.E.
(Engineer)
 County Engineer of Gloucester County
 Clayton Complex Offices of Government Services
 1200 N. Delsea Drive
 Clayton, NJ 08312-1000

This section does not apply to legal notices required by law or Court Rules.

17. Partial Invalidity

To the extent that the intent and underlying purpose of this Agreement are not compromised, the invalidity or unenforceability of any term, covenant, condition or provision of this Agreement, or its application to any persons, entities or circumstances shall not render invalid or unenforceable the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, and each term, covenant, condition and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by applicable law.

18. Further Assurances

The parties agree to cooperate with each other and to execute and deliver such further documents and assurances as may be necessary to carry out the purpose of this Agreement.

19. Entire Agreement; Counterparts; Disputes

- 19.1 This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior understandings and agreements, oral or written, between the parties respecting the subject matter hereof.
- 19.2 This Agreement may be executed in two or more counterparts, each of which shall be deemed a duplicate original and all of which together shall constitute one and the same Agreement.



19.3 In the event a dispute arises concerning the meaning of any term used in this Agreement, or the work and services required to be performed under this Agreement, or as to compensation under this Agreement, the dispute shall be decided by the Commissioner of Transportation or his duly authorized representative.

20. Choice of Law

This Agreement is being executed and is intended to be performed in the State of New Jersey and shall be governed in all respects by the laws of the State of New Jersey.

21. Resolution

The Recipient shall supply the necessary resolution authorizing the Recipient to enter into this Agreement and this Agreement shall not become binding on either party until it is executed by the Commissioner of Transportation or the Commissioner's designee.



July 2014

Local Aid and Economic Development

22. APPENDIX A - Regulations of the Department of Transportation relative to pursuant to N.J.S.A. 10:5-31 et seq.
23. APPENDIX B - Certification of Recipient is attached hereto and made a part of this Agreement.
24. APPENDIX C - Certification of New Jersey Department of Transportation is attached hereto and made a part of this Agreement.
25. APPENDIX D - NJDOT Code of Ethics for Vendors is attached hereto and made a part of this Agreement.
26. APPENDIX E - Certification of Recipient Eligibility is attached hereto and made a part of this Agreement.
27. APPENDIX F - Americans with Disabilities Act is attached hereto and made part of this agreement.
28. APPENDIX G – Project Scope of Work
29. APPENDIX H – Project Cost Estimate



July 2014

Local Aid and Economic Development

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to duly execute this Agreement on and as of the day and year first above written.

Project: Gloucester County Multi-Purpose Trail Sect. 2 - ROW
Municipality: Borough of Glassboro & Elk Township County: Gloucester

ATTEST/WITNESSED/AFFIX SEAL:

RECIPIENT Gloucester County

Name: Laurie J. Burns
Title Clerk of the Board

Date

By: _____
Name Robert M. Damminger
Title Director

Date

ATTEST/WITNESSED/AFFIX SEAL:

NEW JERSEY DEPARTMENT OF TRANSPORTATION

Anika James, Department Secretary,
New Jersey Department of Transportation

Date

By: _____
Laine Rankin, Director
Division of Local Aid & Economic
Development

Date

THIS DOCUMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM

Acting Attorney General
Gurbir Grewal

By: _____
Brad Reiter
Deputy Attorney General

Date

**APPENDIX A****NONDISCRIMINATION**

During the performance of this Agreement, the RECIPIENT, for itself, its assignees and successors in interest hereinafter referred to as the RECIPIENT, agrees as follows:

1. Compliance with Regulations: The RECIPIENT will comply with Regulations as recognized by the State relative to nondiscrimination pursuant to N.J.S.A. 10:5-31 et seq.
2. Nondiscrimination: The RECIPIENT, with regard to the work performed by it after award and prior to completion of the work, will not discriminate on the basis of race, color, age, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The RECIPIENT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the RECIPIENT for work to be performed under a subcontract, including procurement of materials or equipment, such potential subcontractor or supplier shall be notified by the RECIPIENT of the RECIPIENT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, age, sex or national origin.
4. Information and Reports: The RECIPIENT will provide all information and reports required by the Requisitions, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the RECIPIENT shall so certify to the STATE shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the RECIPIENT'S noncompliance with the nondiscrimination provisions of this contract, the STATE shall impose such sanctions as are appropriate and available under the laws of the STATE.
 - (a) Withholding of payments to the RECIPIENT under the contract until the RECIPIENT complies, and/or,
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. This Agreement is subject to all federal, State, and local laws, rules, and regulations, including, but not limited to, those pertaining to nondiscrimination in employment and affirmative action for equal employment opportunity.
7. The RECIPIENT agrees to ensure that Small Business Enterprises (SBE) as defined in N.J.A.C. 12A: 10-102 et seq., and N.J.A.C. 17:14-1.2 et seq. have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Failure to make a good faith effort to meet the established DBE goal may result in sanctions as defined under paragraph 5 of this Appendix.
8. If at any time following the execution of this Agreement, the RECIPIENT intends to sublet any additional portion(s) of the work or intends to purchase materials or lease equipment not contemplated during the original proposal preparation, the RECIPIENT shall:
 - (a) Notify the Project initiator, in writing, of the type and approximate value of the work which the RECIPIENT intends to accomplish by such subcontract, purchase order or lease.



- (b) Give SBE firms equal consideration with non-minority firms in negotiations for any such subcontracts, purchase orders or leases.
- 9. Incorporation of Provisions: The RECIPIENT will include the provisions of paragraph (1) through (9) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders or instructions, issued pursuant thereto.



APPENDIX B

CERTIFICATION OF RECIPIENT

In executing the Agreement the RECIPIENT'S signatory certifies on behalf of the RECIPIENT that neither he, nor any other officer, agent or employee of the RECIPIENT has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for him or the RECIPIENT) to solicit or secure this Agreement.
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for him or the RECIPIENT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

The Recipient shall expressly state any exceptions in a disclosure letter to the STATE which shall accompany the Agreement after execution by the RECIPIENT on submission to the Commissioner or his designee for execution.

The RECIPIENT acknowledges that this certificate furnished to the STATE and which may be furnished to the U.S. Department of Transportation, in connection with this Agreement, is subject to applicable State and Federal laws, both criminal and civil.



APPENDIX C

CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION

In executing the Agreement the STATE'S signatory certifies that to the best of his knowledge, the RECIPIENT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

**APPENDIX D****NJDOT CODE OF ETHICS FOR VENDORS**

1. No vendor* shall employ any NJDOT officer or employee in the business of the vendor or professional activity in which the vendor is involved with Department officer or employee.
2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
3. No vendor shall cause or influence or attempt to cause or influence any NJDOT employee or officer in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDOT officer or employee.
4. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.
5. No vendor shall offer any NJDOT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the RECIPIENT in the discharge of his or her official duties. In addition, employees or officers of NJDOT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed as having more than nominal value.

NOTE: This section would permit an NJDOT employee or officer to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example - coffee, danish, tea or soda served during a conference break). Acceptance of unsolicited advertising or promotional materials of nominal value (such as inexpensive pens, pencils or calendars) would also be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Departmental employee or officer should be referred to the Department's Ethics Liaison Officer or his or her designee.

6. This code is intended to augment, not to replace existing administrative orders and the current Departmental Code of Ethics.
7. This code shall take effect immediately upon approval of the NJ Executive Commission on Ethical Standards and adoption by the NJDOT.

*Vendor is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with NJDOT.

Adopted on the 16th day of December, 1987



APPENDIX E

CERTIFICATION OF RECIPIENT ELIGIBILITY

Robert M. Damminger

I _____ hereby certify under penalty of perjury under the laws of the United States, that except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal, Project director, manager, auditor, or any position involving the administration of State funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal, State or local government agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, State or local government agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

(Insert exceptions - for any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)

Attest:

RECIPIENT

Name/Title Laurie J. Burns
Clerk of the Board

Name/Title Robert M. Damminger
Director

Date: _____

**APPENDIX F****AMERICANS WITH DISABILITIES ACT****Equal Opportunity For Individuals With Disabilities.**

The RECIPIENT and the STATE do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. Sec. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the RECIPIENT agrees that the performance shall be in strict compliance with the Act. In the event that the RECIPIENT, its agents, servants, employees, or sub consultants violate or are alleged to have violated the Act during the performance of this contract, the RECIPIENT shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The RECIPIENT shall indemnify, protect, and save harmless the STATE, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The RECIPIENT shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith.

In any and all complaints brought pursuant to the STATE'S grievance procedure, the RECIPIENT agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the RECIPIENT shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the STATE assumes no obligation to indemnify or save harmless the RECIPIENT, its agents, servants, employees and sub consultants for any claim which may arise out of their performance of this Agreement. Furthermore, the RECIPIENT expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the RECIPIENT'S obligations assumed in this Agreement, nor shall they be construed to relieve the RECIPIENT from any liability, nor preclude the STATE from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

**RESOLUTION AUTHORIZING A CONTRACT WITH ALIANO BROTHERS
GENERAL CONTRACTORS, INC. FOR THE CONCRETE STEP REPLACEMENT
PROJECT AT REDBANK BATTLEFIELD PARK FOR \$221,650.00**

WHEREAS, the County of Gloucester (hereinafter "County") County has the need for concrete step replacement at Redbank Battlefield Park, as set forth in bid specifications #16-15 (hereinafter "Project"); and

WHEREAS, bids were publicly received and opened on November 1, 2018, and after following proper bid opening and evaluation procedure, it was determined that Aliano Brothers General Contractors, Inc. of 2560 Industrial Way, Vineland, NJ 08360 was the lowest responsive and responsible bidder to provide said goods and services as set forth in the specifications; and

WHEREAS, the County's Purchasing Department recommends award of a contract to Aliano Brothers General Contractors, Inc. from December 5, 2018 to completion of the Project, pursuant to N.J.S.A. 40A:11-15(9), for \$221,650.00; and

WHEREAS, the Treasurer of the County has certified the availability of funds in the amount of \$221,650.00 pursuant to CAF# 18-10407, which amount shall be charged against budget line item T-03-08-509-370-10231; and

WHEREAS, this contract is awarded pursuant to, and consistent with, the terms and provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board is authorized to attest to, a contract with Aliano Brothers General Contractors, Inc. for the hereinabove referenced Project as per bid specifications #16-15, commencing December 5, 2018 and concluding upon completion of the Project for \$221,650.00.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 5, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
ALIANO BROTHERS GENERAL CONTRACTORS, INC.**

THIS CONTRACT is made effective this 5th day of **December, 2018**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **ALIANO BROTHERS GENERAL CONTRACTORS, INC.** with offices at of 202 Reeves Road, P.O. Box 68, Bridgeton, NJ 08302, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for concrete step replacement at Redbank Battlefield Park, as set forth in bid specifications #16-15 (hereinafter "Project"); and

WHEREAS, Contractor represents that it is qualified to perform said services as necessary for the Project, 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 Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** This Contract shall commence on December 5, 2018 and conclude upon completion of the Project pursuant to N.J.S.A. 40A:11-15(9).

2. **COMPENSATION.** Contractor shall be compensated in the amount of \$221,650.00 as per the specifications issued by the County identified as #16-15 (hereinafter the "Specifications"), and the unit prices set out in the Contractor's bid response for the Project (hereinafter the "Bid").

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by the 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 are for concrete step replacement at Redbank Battlefield Park, as set forth in the bid specifications and known as Engineering Project #16-15, and Contractor's bid response, which are both incorporated herein in their entirety, and made a part hereof by reference.

Contractor 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 Specifications, as well as all applicable laws.

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

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

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

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

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county

employment goals established in accordance with N.J.A.C. 17:27-5.2.

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 permit 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 Specifications, if any, 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. **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 subcontractor or assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify and shall defend the County 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.

9. **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 carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey and the Specifications. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the 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.

10. **SET-OFF.** Should Contractor either refuse or neglect to provide the labor and materials

that Contractor is required to provide 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.

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 Contractor shall be suspended without liability for the period during which the County is so prevented.

12. **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.

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 Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **PROCEDURE FOR PAYMENT OF BILLS.** The Contractor shall bill on a monthly basis for work performed pursuant to this Contract, including interim bills, final bills and bills for the release of retainage.

The Contractor shall submit its bill only on the County's periodic billing date.

The periodic billing date for such bills shall be that date which is 20 days prior to the second monthly meeting of the County Board of Chosen Freeholders, (the "Bill Approval Meeting"). At each such Bill Approval Meeting, the Board of Freeholders shall approve and certify the submitted bills, and direct that payment be made within ten (10) days of such meeting date.

All bills received for a particular billing cycle shall be deemed to have been received on the billing date.

The County shall examine the bills submitted on the periodic billing date prior to the Bill Approval Meeting. In the event that the County shall determine that all or some portion of the payment should be withheld, the County shall notify the Contractor in writing of the amount withheld and of their reasons for withholding payment.

The balance of the bill will be presented for payment at the Bill Approval Meeting.

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.

If mediation is demanded, it shall be demanded consistent with the County's provisions concerning Alternative Dispute Resolution for contracts to which N.J.S.A. 40A:11-50 is applicable. Those provisions are set forth below. [Note: Alternative Dispute Resolution shall not be available with regard to disputes concerning the bid solicitation or award process or the formation of contracts or subcontracts entered into pursuant to the New Jersey Local Public Contracts Law.]

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

- A. **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 Contractor arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation.

- B. **Contract Performance Pending Mediation.** During mediation proceedings, Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the Contract.

- C. **When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

- (a) five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;
- (b) 30 days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have 30 days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

- D. Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation. The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further consideration.

The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

- E. Procedures at Mediation.** The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

- F. Cost of Mediation.** Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.

- G. Failure of Mediation.** If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, either party may submit the dispute to the Superior Court of New Jersey, Gloucester County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

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. **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.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor, and is not an agent of the County.

20. **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.

21. **BINDING EFFECT.** This Contract shall be binding on the undersigned, and their successors and assigns.

22. **CONTRACT PARTS.** This Contract consists of this Contract and the annexed Riders ("Differing Site Conditions" and "Purchase or Use of Asphalt"), the Specifications, and Contractor's bid response, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and Rider and the Specifications, then this Contract and Rider shall prevail. If there should occur a conflict between either this form of Contract or the Specifications and the bid response, then this Contract and Rider, and the Specifications shall prevail.

THIS CONTRACT is effective as of this **20th** day of **June, 2018**.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, and attested by its Clerk, 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:

**ALIANO BROTHERS GENERAL
CONTRACTORS, INC.**

By: (print name)
Title:

RIDER

DIFFERING SITE CONDITIONS

A. Differing Site Conditions.

(1) If the Contractor encounters differing site conditions during the progress of the work of the contract, the Contractor shall promptly notify the County (hereinafter "Contracting unit") in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.

(2) Upon receipt of a differing site conditions notice in accordance with paragraph one (1) of this subsection, or upon the Contracting unit otherwise learning of differing site conditions, the Contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.

(3) If the Contracting unit determines different site conditions that may result in additional costs or delays exist, the Contracting unit shall provide prompt written notice to the Contractor containing directions on how to proceed.

(4) (a) The Contracting unit shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the Contractor.

(b) If both parties agree that the Contracting unit's investigation and directions decrease the Contractor's costs or time of performance, the Contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.

(c) If the Contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the Contracting unit shall so advise the Contractor, in writing, and the Contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the Contracting unit for additional compensation or time attributable to the alleged differing site conditions.

(5) Execution of the contract by the Contractor shall constitute a representation that the Contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.

(6) As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

B. Suspension of Work Provisions.

(1) The Contracting unit shall provide written notice to the Contractor in advance of any suspension of work lasting more than ten (10) calendar days of the performance of all or any portion of the work of the contract.

(2) If the performance of all or any portion of the work of the contract is suspended by the Contracting unit for more than ten (10) calendar days due to no fault of the Contractor or as a consequence of an occurrence beyond the Contracting unit's control, the Contractor shall be entitled to compensation for any resultant delay to the project completion or additional Contractor expenses, and to an extension of time, provided that, to the extent feasible, the Contractor, within ten (10) calendar days following the conclusion of the suspension, notifies the Contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the Contractor as needed and as may be reasonably requested by the Contracting unit. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.

(3) Upon receipt of the Contractor's suspension of work notice in accordance with paragraph (2) of this subsection, the Contracting unit shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination on how to proceed in writing.

(4) (a) If the Contracting unit determines that the Contractor is entitled to additional compensation or time, the Contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.

(b) If the Contracting unit determines that the Contractor is not entitled to additional compensation or time, the Contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the Contracting unit for additional compensation or time attributable to the suspension.

(5) Failure of the Contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the Contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the Contractor actually prejudiced the Contracting unit's ability to adequately investigate and defend the claim.

C. Change in Character of Work Provisions.

(1) If the Contractor believes that a change directive by the Contracting unit results in a material change to the contract work, the Contractor shall so notify the Contracting unit in writing. The Contractor shall continue to perform all work on the project that is not the subject of the notice.

(2) Upon receipt of the Contractor's change in character notice in accordance with paragraph (1) of this subsection, the Contracting unit shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination on how to proceed in writing.

(3) (a) If the Contracting unit determines that a change to the Contractor's work caused or directed by the Contracting unit materially changes the character of any aspect of the contract work, the Contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its changes in character, or as otherwise mutually agreed upon by the Contractor and the Contracting unit prior to the Contractor performing the subject work.

(b) If the Contracting unit determines that the Contractor is not entitled to additional compensation or time, the Contractor shall continue the performance of all contract work, and shall be entitled to pursue a claim against the Contracting unit for additional compensation or time attributable to the alleged material change.

(4) As used in this subsection, "material change" means a character change which increases or decreases the Contractor's cost of performing the work, increases or decreases the amount of time by which the Contractor completes the work in relation to the contractually required completion date, or both.

D. Change in Quantity Provisions.

(1) The Contracting unit may increase or decrease the quantity of work to be performed by the Contractor.

(2) (a) If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.

(b) If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.

(3) For any minor change in quantity, the Contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.

(4) (a) For a major increase in quantity, the Contracting unit or Contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the Contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid.

(b) For a major decrease in quantity, the Contracting unit or Contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the Contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid; provided, however, that the Contracting unit shall not make a payment in an amount that exceeds 80 percent of the value of the bid price multiplied by the bid proposal quantity.

(5) As used in this subsection, the term "bid proposal quantity" means the quantity indicated in the bid proposal less the quantities designated in the project plans as "if and where directed."

Office of the County Engineer
County of Gloucester

Redbank Battlefield Concrete Step Replacement in the Borough of
National Park.

Engineering Project #16-15, Rebid

Bid Date: Thursday, November 1, 2018 Bid Time: 10:00 am

Bidder 1 of 2	Bidder 2 of 2
Aliano Brothers General Contractors Inc. 2560 Industrial Way Vineland, NJ 08360 Michael Aliano, President P. 856-794-9490 F. 856-794-9492 phil@alianoconstruction.com	WJ Gross, Inc. 495 Center Street Sewell, NJ 08080 William J. Gross III, President P. 856-415-1712 wjgross@comcast.net

SUMMARY OF BIDS



SPECIFICATION NO. 16-15

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Construction Layout	1	L.S.	\$6,500.00	\$6,500.00
2-5	No Item	-	-	-	\$0.00
6	Stair Assembly (Stair #1)	1	UNIT	\$86,775.00	\$86,775.00
7	Stair Assembly (Stair #2)	1	UNIT	\$128,375.00	\$128,375.00
Total Bid				\$221,650.00	\$221,650.00
Total Bid				\$20,000.00	\$20,000.00
Total Bid				\$115,000.00	\$115,000.00
Total Bid				\$115,000.00	\$115,000.00
Total Bid				\$250,000.00	\$250,000.00

11-27-18
date

Vincent M. Voltaggio
Vincent M. Voltaggio, P.E.
Gloucester County Engineer

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

NO. 18-10407

ORDER DATE: 11/28/18
REQUISITION NO: R8-10821
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

Pg 1

SHIP TO

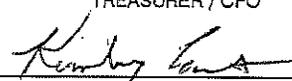
GLOUC. CO ENGINEERING DEPT.
1200 N. DELSEA DR. BLDG A
CLAYTON, NJ 08312
856-307-6600

VENDOR

VENDOR #: ALIANO05
ALIANO BROTHERS GEN. CONTR. INC
2560 INDUSTRIAL WAY
VINELAND, NJ 08360

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	16-15 CONSTRUCTION CONTRACT REDBANK BATTLEFIELD CONCRETE STEP REPLACEMENT ENGINEERING PROJECT #16-15 PASSED BY RESOLUTION: DECEMBER 5, 2018 **TO BE TAKEN IN PARTIALS**	T-03-08-509-370-10231 Red Bank - New Pathway & Stairs	221,650.0000	221,650.00
			TOTAL	221,650.00

CLAIMANT'S CERTIFICATION & DECLARATION		RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
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.		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.	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW
X VENDOR SIGN HERE _____ DATE _____			TREASURER / CFO  PURCHASING DIRECTOR
TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____		DEPARTMENT HEAD _____ DATE _____	
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS			

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

RESOLUTION AUTHORIZING A LEASE AND CONTRACT WITH GOLF CAR SPECIALTIES, LLC FROM DECEMBER 19, 2018 TO DECEMBER 18, 2021 IN AN AMOUNT NOT TO EXCEED \$75,000.00 PER YEAR

WHEREAS, the County of Gloucester has a need to lease golf carts and utility vehicles for use at the Pitman Golf Course and Veterans Memorial Cemetery; and

WHEREAS, after due notice and advertisement, the County received sealed bids which were publicly opened on November 20, 2018; and

WHEREAS, after following proper bidding procedure, it was determined that Golf Car Specialties, LLC of 136 Washington Street, Gloucester City, NJ 08030 was the lowest responsive and responsible bidder to provide said goods and services as set forth in bid specifications PD-018-065; and

WHEREAS, the contract term shall be for a period of three (3) years, from December 19, 2018 to December 18, 2021, in an amount not to exceed \$75,000.00 per contract year, with the County having the option to extend this contract for one (1) two-year period, or two (2) one-year periods; and

WHEREAS, the contract is open ended, which does not obligate the County to make any purchase; so that no Certificate of Availability of Funds is required at this time; and

WHEREAS, continuation of the contract beyond December, 2019 is conditioned upon approval of the 2020 and 2021 final County budgets.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board is authorized to attest to, a contract with Golf Car Specialties, LLC and any other applicable lease agreement for up to 68 golf carts and utility vehicles as per PD-018-065, in an amount not to exceed \$75,000.00 per contract year from December 19, 2018 to December 18, 2021, with the County having the option to extend the contract for one (1) two-year period, or two (2) one-year periods; and

BE IT FURTHER RESOLVED that before any purchase be made or service rendered pursuant to the within award, a certification must be obtained from the County Treasurer certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 5, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
GOLF CAR SPECIALTIES, LLC**

THIS CONTRACT is made effective the 19th day of **December, 2018**, by and between **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096 (hereinafter "**County**"), and **GOLF CAR SPECIALTIES, LLC** of 136 Washington Street, Gloucester City, NJ 08030, (hereinafter "**Vendor**").

RECITALS

WHEREAS, the County has a need to lease golf carts and utility vehicles for use at the Pitman Golf Course and Veterans Memorial Cemetery, as per bid specifications **PD-018-065**; and

WHEREAS, this Contract is awarded pursuant to, and consistent with, the 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 the said required 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, County and Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM**. This Contract shall be effective for a period of three (3) years from December 19, 2018 to December 18, 2021, with the County reserving an option to extend this Contract for one (1) two-year period, or two (2) one-year periods.

2. **COMPENSATION**. This Contract shall be for estimated units of service for an amount not to exceed \$75,000.00 per contract year, as per prices set forth in Contractor's bid response on November 20, 2018 to PD-018-065.

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 items delivered 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 Vendor shall be

considered a release in full of all claims against the County arising out of, or by reason of, the supplies delivered and/or furnished under this Contract.

3. **DUTIES OF VENDOR.** The specific products to be provided or services rendered by the Vendor are set forth in bid specifications identified as **PD-018-065** and Vendor's bid response dated November 20, 2018, which are incorporated herein by reference in their entirety and made a part of this Contract.

Vendor agrees to comply with, and where applicable shall continue throughout the period of the Contract to comply with, all requirements found in **PD-018-065**.

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

a. The Vendor 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, sex, veteran status or military service. 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, sex, veteran status or military service. 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. 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.

b. The Vendor 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.

c. The Vendor 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.

d. The Vendor 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.

e. The Vendor 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 permit 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 Specifications, if any, 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 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 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 shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify and shall defend the County 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 Vendors, 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 carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey and the Specifications. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the 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 provide the labor and materials that Vendor is required to provide 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 CONTRACTOR STATUS**. The parties acknowledge that Vendor is an independent contractor, 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, the Specifications identified as **PD-018-065**, and Vendor's bid response, 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 response, then this Contract and the Specifications shall prevail.

THIS CONTRACT is effective as of this **19th** day of **December, 2018**.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, and attested by its Clerk, 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 and witnessed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

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

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

GOLF CAR SPECIALTIES, LLC

By: (print name)
Title:

BID Opening 1/20/2016 10:00am PD 018-065 SPECIFICATIONS FOR THE RENTAL OF GOLF CARS AND UTILITY VEHICLES FOR THE COUNTY OF GLOUCESTER PITMAN GOLF COURSE AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CR-01-GC & T&GLCP															
			VENDOR: Golf Cart Services Inc. 4226 York Rd New Oxford PA 17350 Chris Grassmick Dir. 717 792-0138 717 624-7661 Fax cgrassmick@golfservices.com			VENDOR: Golf Cart Specialists LLC 136 Washington St Gloucester City, NJ 08030 John T. Myers 610-496-0080 610-496-0083 john@golfspecialists.com			VENDOR: Golf Cars Inc. P.O. Box 248 Buckingham, PA 19812 John Czerninski 215-340-0850 215-340-1514 john.czerninski@golfcars.com						
ITEM	DESCRIPTION														
1	Rental of gas car with new canopy top and accessories for years 1 to 3 1 each	\$1,304.00													
2	Option years for years 4 and 5 annual price per vehicle	Year 4 - \$1,139	Year 5 - \$1,049							Year 4 - \$800	Year 5 - N/A				
3	Rental of electric car with new canopy top and accessories for years 1 to 3 62 each	\$1,304.00													
4	Option years for years 4 and 5 annual price per vehicle	Year 4 - \$1,139	Year 5 - \$1,049							Year 4 - \$850.00	Year 5 - N/A				
5	Rental of gas maintenance utility vehicle with new canopy top & accessories for years 1 to 3 6 each	\$1,304.00													
6	Option years for years 4 and 5 annual price per vehicle	Year 4 - \$1,139	Year 5 - \$1,049							Year 4 - \$1,700	Year 5 - N/A				
7	Rental of electric maintenance utility vehicle with new canopy top & accessories for years 1 to 3 1 each	\$1,304.00													
8	Option years for years 4 and 5 annual price per vehicle	Year 4 - \$1,139	Year 5 - \$1,049							Year 4 - \$1,700	Year 5 - N/A				
9	Cost to install, set up and maintain touchscreens on all cars	No Charge								No Charge					
10	Monthly Fee for Fleet Management System	\$34.44 per car per month								See attached					
11	Price per Round for Golf Entertainment Features	Do Not Provide this Option								See attached					
12	Price per Round for Lessee for Entertainment Features	Do Not Provide this Option								See attached					
	Varations	TFM is a fleetmanagement system but does not have an entertainment package.													
13	Additional Gas Cars for Events cost per car for year	\$55.00 per car per use													
ALTERNATE BID ITEMS															
1	2019 Dividing Range Picked Vehicle including safety gear and front end attachment	YEAR 1 \$2,500	YEAR 2 \$2,500	YEAR 3 \$2,300	YEAR 4 \$2,300	YEAR 5 \$2,250	YEAR 2 \$2,250	YEAR 3 \$2,250	YEAR 4 \$2,250	YEAR 5 \$2,200	YEAR 1 \$2,200	YEAR 2 \$2,200	YEAR 3 \$2,200	YEAR 4 \$1,700	YEAR 5 N/A
2	2019 Single Rider Mobility Impaired Car	\$3,500	\$2,500	\$2,500	\$2,400	\$2,400	\$2,600	\$2,600	\$2,600	\$2,600				Not Available	
3	2019 Food & Beverage Car	\$2,700	\$2,700	\$2,700	\$2,600	\$2,600	\$2,900	\$2,900	\$2,900	\$2,900	\$2,200	\$2,200	\$2,200	\$1,700	N/A
*Batteries have a 4 year warranty															
	Varations: (if any)	NONE													
		Fleet Cars Yamaha - life time guarantee frame to include hybrid core support and automotive ladder style epoxy coated steel													
		Gas Utility - Yamaha - 13.4HP, 41.1" x 45.8" x 11.9"													
		Electric Utility- Snow-Yamaha 800 lbs load capacity, Yamaha 33.2" x 45.6" x 11.9" Yamaha 4 wheel breaks Single car towing system is not available on the Yamaha front and rear bumpers match to allow for pushing of one car with another as needed													
	Golf Car Type	E-Z-GO													
	Will you extend your prices to local government entities within the County	YES													
	Will you extend your prices to local government entities within the County	YES													
	THIS IS A THREE YEAR CONTRACT WITH OPTION TO EXTEND FOR ONE TWO YEAR TERM OR TWO ONE YEAR TERMS														
	Bid specifications sent to:	Prima Vendor Dorick													
	Based upon the bids received, I recommend Golf Car Specialists LLC be awarded the contract as the lowest responsive, responsible bidder.	Sincerely,													
		Kimberly Lister, GPA													

RESOLUTION AUTHORIZING APPLICATION AND AGREEMENT FOR THE 2019 YOUTH INCENTIVE PROGRAM GRANT TO THE NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES FOR \$38,442.00

WHEREAS, the Gloucester County Board of Chosen Freeholders seeks a grant application and award to provide funding in the amount of \$38,442.00 for administrative support to the County Inter-Agency Coordinating Council for Children through the New Jersey Department of Children and Families, Division of Children’s System of Care’s 2019 Youth Incentive Program Grant; and

WHEREAS, the Gloucester County Department of Health and Human Services, has reviewed all data supplied in the application and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and attachments is true and correct.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board of Chosen Freeholders is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to the grant application referenced hereinabove, the resulting agreement and any other documents necessary at this time to carry out the objectives of this resolution; and

BE IT FURTHER RESOLVED, that the Board of Chosen Freeholders hereby confirms that the County shall comply with all applicable regulations of the granting authority, provide any necessary assurances as may be required, and designate the County Department of Health & Human Services with the responsibility for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 5, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

GRANT REQUEST FORM

DATE: November 16, 2018

TYPE OF GRANT

 NEW GRANT x RENEWAL

1. GRANT TITLE: FY2019 Human Services Planning Grant / YIP

GRANT TERM: FROM: 01/01/2019 TO: 12/31/2019

2. DATE APPLICATION DUE TO GRANTOR: 12/15/2018

3. CFDA NUMBER: _____

4. STATE GRANT NUMBER: 19OEHR

5. COUNTY DEPARTMENT: G..C. Division of Human and Disability Services

6. DEPT. CONTRACT PERSON & PHONE NO. Calvin Mc Farland 856 – 384-6878

7. NAME OF FUNDING AGENCY: NJDHS Div. of Child Protection & Permanency

8. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Funding provides staff support to the CIACC. The Coordinating Inter-Agency Council for Children. The mission of the CIACC is to provide services to youth with special emotional needs at risk of out of home placement

9. DID YOU READ THE GRANT AND UNDERSTAND ITS TERMS? YES

10. INDIRECT COST (IC) RATE 15.77%

11. IC CHARGED TO GRANT : \$

12. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	\$ <u>38,442.00</u>	
CASH MATCH	\$ <u> 0 </u>	_____
IN-KIND MATCH	\$ <u> 0 </u>	_____
(Attached Documentation)		(Attach Documentation)
TOTAL PROGRAM BUDGET	<u>\$ 38,442.00</u>	

BUDGET AMENDMENT FORM

DATE: November 16, 2018

1. GRANT TITLE: The Human Services Planning Grant/YIP
2. DEPARTMENT: G.C. Division of Human and Disability Services
3. FUNDING AGENCY CONTACT PERSON: Jarrett Quick
4. FUNDING AGENCY PHONE NUMBER: 609-888-7351
5. GRANT AMOUNT: \$38,442.00
6. A. CASH MATCH AMOUNT: \$ _____
(Attach mandated documentation)
- B. IN-KIND MATCH: _____
- C. MODIFICATION AMOUNT: \$ _____
- D. NEW TOTAL: \$38,442.00
8. CONTRACT PERIOD: FROM: 01/01/2019 TO: 12/31/2019
9. HOW DOES COUNTY RECEIVE PAYMENT?:

MONTHLY: _____
QUARTERLY: _____
END OF CONTRACT: _____
ADVANCE: X _____
OTHER (EXPLAIN): _____

10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES X NO _____
ARE THEY MONTHLY _____ QUARTERLY _____ END OF CONTRACT X
MID CONTRACT YEAR X _____

LIST DATES REPORTS ARE DUE:

04/01/2019 07/01/2019
10/01/2019 & 01/01/2019

11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES _____ NO X
 (IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S)
12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES X NO _____
 EXPLAIN: _____

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: This funding assists the county in providing administrative and clerical support to the County Inter-Agency Council for Children.

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL?
 YES _____ NO X

DEPARTMENT HEAD: *Sandra Carey*
 Signature

DATE: 11/19/18

***WHEN SUBMITTING A BUDGET AMENDMENT REQUEST PLEASE INCLUDE:

- COMMITMENT LETTER
- SIGNED CONTRACT AGREEMENT AS SOON AS IT IS AVAILABLE
- BUDGET PAGE C-2 WITH EXPLANATIONS

*ONLY ONE HARD COPY OF THE BUDGET AMENDMENT REQUEST IS REQUIRED

**2019 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS**

**2019 Budget
YIP Administration**

101	Salaries & Wages	\$38,442
-----	------------------	----------

Department _____

Form C-2
Department Code _____
Submission Date _____
Revision Date _____

Department: G.C. Division of Human Services
Grant Title: Youth Incentive Program (CIACC) Grant

Salary and Wages Detail

List all Employees within the program
 insert more lines if necessary
 Highlighted cells are formulas and should not be changed

Fringe

Update the fringe rate if necessary
 2018 Fringe is 61.47% for PERS and 69.18% for Police and Fire

Name	Title	Salary		Fringe	Grant Funds	County Funds	Total Funds
Rick Gaydos	Program Anlst	\$ 77,490	61.47%	\$ 47,633.10	\$ 38,442.00	\$ 86,681.10	\$ 125,123.10
Employee Name	Employee Title	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -
		\$ 77,490		\$ 47,633	\$ 38,442	\$ 86,681	\$ 125,123

(a)

(c)

Other Expenses	Grant Funds	County Funds	Total OE
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -

(b)

	Grant	County	Total
Total Program Cost	\$ 38,442.00	\$ 86,681	\$ 125,123.10

(e)

(f)

(d)

Grant Funding History

	New	15-XXX	14-XXX	13-XXX	12-XXX
S&W, Fringe	\$ 38,442.00	\$ 38,442.00	\$ 38,442.00	\$ 38,442.00	\$ 38,442.00
OE	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 38,442.00	\$ 38,442.00	\$ 38,442.00	\$ 38,442.00	\$ 38,442.00



State of New Jersey

DEPARTMENT OF CHILDREN AND FAMILIES

PHILIP MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

CHRISTINE NORBUT BEYER
Commissioner

October 26, 2018

Rick Gaydos
County of Gloucester
PO Box 337, The Old Courthouse
Woodbury, NJ 08096

Contract Renewal
Contract #: 19OEHR
Contract Term: 1/1/19-12/31/19

Dear Mr. Gaydos:

The Department of Children and Families (DCF), Division of Children's System of Care (CSOC) is pleased to inform you of its intent to renew the contract between your agency and CSOC which is due to expire on December 31, 2018. To affect this contract by January 1, 2019, kindly submit a completed renewal package to CSOC for review and approval by December 1, 2018. Please refer to the attached checklist to access the appropriate documents and/or forms associated with this renewal. Also please note that several contract documents require signatures and must be dated.

The SCY 2019 award amount is reported in the attached funding award letter. ***Please carefully review this document as some program component amounts may have been adjusted.*** The total dollar amount on your CSOC contract renewal must be consistent with the CSOC funding award for your agency. If you are uncertain about or have questions related to the funding award, please call your Contract Administrator. (Please see enclosed funding award with Schedule of Estimated Claims). **A detailed basis of allocation must be provided for each budgeted line item.**

Please note, this renewal package indicates Calendar Year 2019 contract funding based on your Calendar Year 2018 contract. Actual amounts for your contract are subject to change according to the funding appropriated to DCF in the State budget for FY19.

Annex A

In lieu of completing a full Annex A, you may submit a signed Annex A attestation form. If there are extensive revisions to your annex A, we will ask that you submit the document in its entirety.

Annex B

The Annex B on the department's website must be utilized for the contract components. During the contract negotiation phase we may require additional budgetary detail.

Periodic Reporting

- Reports of Expenditure (ROE) are to be submitted two times throughout the contract year. The interim ROE is due 15 days after the end of the sixth month, while the final ROE is due within 120 days of the end of the contract term. Please email scanned copies with signed cover page to the following email address:

ChildrensSystemofCare.BusinessOffice@dcf.nj.gov

We will ONLY be accepting documents electronically. Please do not send any documents via regular mail. The attached checklist contains clickable links, which will connect you to the exact location of each required checklist item. Once completed, documents may be scanned in PDF format to transmit through our email system. The maximum email size currently accepted by our servers is 10MB. If your attachments make your email larger than this, please make sure to send them in separate emails to avoid confusion.

All contract documents are to be submitted to both of the following email addresses:

ChildrensSystemofCare.BusinessOffice@dcf.nj.gov

Jarrett.Quick@dcf.nj.gov

Any questions regarding this communication may be directed to me at 609-888-7351 or by email: jarrett.quick@dcf.nj.gov.

Thank you for your continued commitment to the children and families of New Jersey.

Sincerely,



Jarrett Quick
Contract Administrator

STATE OF NJ DIVISION OF CHILDREN'S SYSTEM OF CARE
 FUNDING AWARD FOR STATE CALENDAR YEAR 2019
 CONTRACT ACTION: **CONTRACT RENEWAL**
 Action Date: **10/26/2018**

AGENCY: County of Gloucester	
CONTRACT NUMBER:	190EHR
CONTRACT PROGRAMS:	YIP1:
CSOC CONTRACT AMOUNT FOR SCY 201	\$38,442
CONTRACT TERM	1/1/19-12/31/19
EFFECTIVE DATE:	1/1/2019

STATE APPROPRIATIONS

	SCY 2018	SCY 2019
YIP1:	\$38,442	\$38,442
TOTAL PROGRAMS:	<u>\$38,442</u>	<u>\$38,442</u>

SCY 2019 AWARD CONTRACT AMOUNT:		<u><u>\$38,442</u></u>
---------------------------------	--	-------------------------------

Note: Contract transitioned from DCP&P to CSOC on 1/1/14

Schedule of Estimated Claims

Third Party Contract Summary Report - Page 1 of 2

Provider County of Gloucester
 Division CSOC
 Contract 19OEHR
 Dates 1/1/2019 to 12/31/2019

Contract Characteristics

Reporting Requirements

- None
- Monthly
- Quarterly
- Other

Advance Payments

- None
- Monthly

Type of Contract

- Cost Related
- Non-Cost Related

Reimbursement Type

- Periodic Reported Expenditures
- Installments
- Provisional
- Fixed Rate

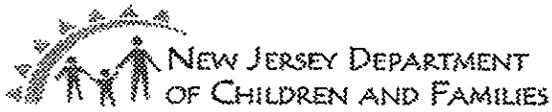
Account and CFDA Information		Amt
1620-013 (Non-CFDA Acct)		\$38,442.00
Grand Total		\$38,442.00

Authorized Provider Signature

Date

Contract Supervisor Signature

Date



Schedule of Estimated Claims

Third Party Contract Summary Report - Page 2 of 2

Provider County of Gloucester
 Division CSOC
 Contract 19OEHR
 Dates 1/1/2019 to 12/31/2019

Original Contract Ceiling
\$38,442.00

Contract Modifications	
Mod 1	\$0.00
Mod 2	\$0.00
Mod 3	\$0.00
Mod 4	\$0.00
Mod 5	\$0.00
Mod 6	\$0.00
Mod 7	\$0.00
Mod 8	\$0.00
	\$0.00

Total Contract Ceiling
\$38,442.00

Total Match Amount
\$0.00

Amended Contract Ceiling *
\$38,442.00

Payments By Month *	
2019 January	\$3,203.00
2019 February	\$3,203.00
2019 March	\$3,203.00
2019 April	\$3,203.00
2019 May	\$3,203.00
2019 June	\$3,203.00
2019 July	\$3,203.00
2019 August	\$3,203.00
2019 September	\$3,203.00
2019 October	\$3,203.00
2019 November	\$3,203.00
2019 December	\$3,209.00
Grand Total	\$38,442.00

Payments by State Fiscal Year *		
#N/A		\$0.00
#N/A	1620-013	\$3,203.00
	2019 1620-013	\$16,015.00
	2020 1620-013	\$19,224.00
Grand Total		\$38,442.00

* Please note, if this SEC contains mortgage repayment(s) those deductions are reflected.

Provider Name County of Gloucester
Component Name CIACC Admin / YIPI

Contract Administrator Jarrett Quick

Division CSOC Contract No 190EHR Contract Start 1/1/2019 Contract End 12/31/2019

Type of Funding	<input checked="" type="checkbox"/> Annualized Balance Forward	<input type="checkbox"/> Prorated Final Year	<input type="checkbox"/> 1-time Funding
1620-013 (Non-CFDA Acct)			
CHILDRENS INITIATIVE			
	Month	YY	Amount
	January	19	\$3,203.00
Enter Mod # 1 thru 8 above. If new or renewal leave blank	February	19	\$3,203.00
	March	19	\$3,203.00
	April	19	\$3,203.00
	May	19	\$3,203.00
	June	19	\$3,203.00
	July	19	\$3,203.00
	August	19	\$3,203.00
Match Required?	September	19	\$3,203.00
<input type="checkbox"/> No	October	19	\$3,203.00
<input type="checkbox"/> Yes	November	19	\$3,203.00
	December	19	\$3,209.00
0.0%	Total		\$38,442.00

Type of Funding	<input type="checkbox"/> Annualized Balance Forward	<input type="checkbox"/> Prorated Final Year	<input type="checkbox"/> 1-time Funding
(enter Account with CFDA from drop-down)			
(enter Funding Source from drop-down)			
	Month	YY	Amount
Enter Mod # 1 thru 8 above. If new or renewal leave blank			
Match Required?			
<input type="checkbox"/> No			
<input type="checkbox"/> Yes			
0.0%	Total		\$0.00

Type of Funding	<input type="checkbox"/> Annualized Balance Forward	<input type="checkbox"/> Prorated Final Year	<input type="checkbox"/> 1-time Funding
(enter Account with CFDA from drop-down)			
(enter Funding Source from drop-down)			
	Month	YY	Amount
Enter Mod # 1 thru 8 above. If new or renewal leave blank			
Match Required?			
<input type="checkbox"/> No			
<input type="checkbox"/> Yes			
0.0%	Total		\$0.00

Type of Funding	<input type="checkbox"/> Annualized Balance Forward	<input type="checkbox"/> Prorated Final Year	<input type="checkbox"/> 1-time Funding
(enter Account with CFDA from drop-down)			
(enter Funding Source from drop-down)			
	Month	YY	Amount
Enter Mod # 1 thru 8 above. If new or renewal leave blank			
Match Required?			
<input type="checkbox"/> No			
<input type="checkbox"/> Yes			
0.0%	Total		\$0.00

Type of Funding	<input type="checkbox"/> Annualized Balance Forward	<input type="checkbox"/> Prorated Final Year	<input type="checkbox"/> 1-time Funding
(enter Account with CFDA from drop-down)			
(enter Funding Source from drop-down)			
	Month	YY	Amount
Enter Mod # 1 thru 8 above. If new or renewal leave blank			
Match Required?			
<input type="checkbox"/> No			
<input type="checkbox"/> Yes			
0.0%	Total		\$0.00

Type of Funding	<input type="checkbox"/> Annualized Balance Forward	<input type="checkbox"/> Prorated Final Year	<input type="checkbox"/> 1-time Funding
(enter Account with CFDA from drop-down)			
(enter Funding Source from drop-down)			
	Month	YY	Amount
Enter Mod # 1 thru 8 above. If new or renewal leave blank			
Match Required?			
<input type="checkbox"/> No			
<input type="checkbox"/> Yes			
0.0%	Total		\$0.00

Type of Funding	<input type="checkbox"/> Annualized Balance Forward	<input type="checkbox"/> Prorated Final Year	<input type="checkbox"/> 1-time Funding
(enter Account with CFDA from drop-down)			
(enter Funding Source from drop-down)			
	Month	YY	Amount
Enter Mod # 1 thru 8 above. If new or renewal leave blank			
Match Required?			
<input type="checkbox"/> No			
<input type="checkbox"/> Yes			
0.0%	Total		\$0.00

Type of Funding	<input type="checkbox"/> Annualized Balance Forward	<input type="checkbox"/> Prorated Final Year	<input type="checkbox"/> 1-time Funding
(enter Account with CFDA from drop-down)			
(enter Funding Source from drop-down)			
	Month	YY	Amount
Enter Mod # 1 thru 8 above. If new or renewal leave blank			
Match Required?			
<input type="checkbox"/> No			
<input type="checkbox"/> Yes			
0.0%	Total		\$0.00

Type of Funding	<input type="checkbox"/> Annualized Balance Forward	<input type="checkbox"/> Prorated Final Year	<input type="checkbox"/> 1-time Funding
(enter Account with CFDA from drop-down)			
(enter Funding Source from drop-down)			
	Month	YY	Amount
Enter Mod # 1 thru 8 above. If new or renewal leave blank			
Match Required?			
<input type="checkbox"/> No			
<input type="checkbox"/> Yes			
0.0%	Total		\$0.00

Component Match Percentage	0.00%
Component Match Amount	\$0.00
Original Component Ceiling	\$38,442.00
Modifications to Component Ceiling	\$0.00
Total Component Ceiling	\$38,442.00
Mod 1	\$0.00
Mod 2	\$0.00
Mod 3	\$0.00
Mod 4	\$0.00
Mod 5	\$0.00
Mod 6	\$0.00
Mod 7	\$0.00
Mod 8	\$0.00

NOTES:

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM**

Solicitation Number: 19OEHR

Bidder/Offeror: COUNTY OF GLOUCESTER

**PART 1: PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR "NO" BOX.
PLEASE REFER TO THE PERSONS AND/OR ENTITIES LISTED ON YOUR OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THE
QUESTIONS BELOW.**

**NON-PROFIT ENTITIES: PLEASE LIST ALL OFFICERS/DIRECTORS IN PART 2 OF THIS FORM. YOU WILL BE REQUIRED TO ANSWER THE
QUESTIONS BELOW WITH RESPECT TO THESE INDIVIDUALS.**

- | | YES | NO |
|---|--------------------------|-------------------------------------|
| 1. Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), any other state or the U.S. Government? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

IF ANY OF THE ANSWERS TO QUESTIONS 1-4 ARE **YES**, PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.
IF ALL OF THE ANSWERS TO QUESTIONS 1-4 ARE **NO**, PLEASE READ AND SIGN THE FORM BELOW. NO FURTHER ACTION IS NEEDED.
IF YOU ARE A NON-PROFIT, YOU MUST DISCLOSE ALL OFFICERS/DIRECTORS IN PART 2 BELOW.

PART 2: PROVIDING ADDITIONAL INFORMATION

For Questions 1-4 answered "YES", you **must** provide a detailed description of any investigation or litigation, including but not limited to administrative complaints or other administrative proceedings, involving public sector clients during the past 5 years. This description must include the nature and status of the investigation, and for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and if applicable, disposition. Please provide this information in the box labeled "Additional Information" below. The box will prompt you to provide the information referenced above. Please provide thorough answers to each question. Click on the "Add Additional Information" button below the box if you need to make additional entries.

Non-profit bidder/offerors must disclose the individuals serving as officers or directors for purposes of this form. Please indicate all individuals acting in either capacity by providing the information located in the "Officers/Directors" box. If additional entries are needed, click the "Add an Officer/Director Entry" button.

Once all required information has been disclosed, complete the certification beneath the "Additional Information" section below. Failure to complete this form may render your proposal non-responsive.

Additional Information

Person or Entity _____ Date of Inception: _____

Current Status _____

Brief Description _____

Caption of Action (if applicable) _____ Disposition of Action (if applicable) _____

Delete Entry

Bidder/Offeror Contact Name _____

Contact Phone Number _____

Add Additional Information

Officers/Directors

Name: _____

Title _____ DOB _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ E-Mail _____

Delete Entry

Add An Additional Officer/Director Entry

Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that the State of New Jersey is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract (s) resulting from this certification void and unenforceable.

Full Name (Print): ROBERT M. DAMMINGER Signature: _____

Do Not Enter PIN as a Signature

Title: FREEHOLDER DIRECTOR Date: _____



**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230**

DISCLOSURE FORM OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE VENDOR/BIDDER FORM

BID SOLICITATION #: 190EHR **VENDOR/BIDDER:** COUNTY OF GLOUCESTER

PART 1

**PLEASE LIST ALL OFFICERS/DIRECTORS OF THE VENDOR/BIDDER BELOW.
IN PART 2 OF THIS FORM, YOU WILL BE REQUIRED TO ANSWER QUESTIONS REGARDING THESE INDIVIDUALS.**

OFFICERS/DIRECTORS

NAME	<u>ROBERT M. DAMMINGER</u>	DATE OF BIRTH	<u> </u>
TITLE	<u>Freeholder Director</u>		
ADDRESS 1	<u>2 South Broad Street</u>		
ADDRESS 2	<u>P.O. BOX 337</u>		
CITY	<u>WOODBURY</u>	STATE	<u>N.J.</u>
		ZIP	<u>08096</u>

NAME	<u>Giuseppe Chila</u>	DATE OF BIRTH	<u> </u>
TITLE	<u>Deputy Freeholder Director</u>		
ADDRESS 1	<u>2 South Board Street</u>		
ADDRESS 2	<u>P.O. BOX 337</u>		
CITY	<u>WOODBURY</u>	STATE	<u>N.J.</u>
		ZIP	<u>08096</u>

NAME	<u>LYMAN BARNES</u>	DATE OF BIRTH	<u> </u>
TITLE	<u>Freeholder</u>		
ADDRESS 1	<u>2 South Board Street</u>		
ADDRESS 2	<u>P.O. BOX 337</u>		
CITY	<u>WOODBURY</u>	STATE	<u>N.J.</u>
		ZIP	<u>08096</u>

Attach Additional Sheets If Necessary.

PART 2

**PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER "YES" OR "NO".
PLEASE REFER TO THE PERSONS LISTED ABOVE AND/OR THE PERSONS AND/OR ENTITIES LISTED ON
YOUR OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THESE QUESTIONS.**

- | | | YES | NO |
|----|--|--------------------------|-------------------------------------|
| 1. | Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), or by any other state or the U.S. Government? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. | Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. | Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. | Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

IF ANY OF THE ANSWERS TO QUESTIONS 1-4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 3. IF ALL OF THE ANSWERS TO QUESTIONS 1-4 ARE "NO", NO FURTHER ACTION IS NEEDED; PLEASE SIGN AND DATE THE FORM.

**PART 3
PROVIDING ADDITIONAL INFORMATION**

If you answered "YES" to any of questions 1 - 4 above, you must provide a detailed description of any investigation or litigation, including but not limited to administrative complaints or other administrative proceedings, involving public sector clients during the past five (5) years. The description must include the nature and status of the investigation, and for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and if applicable, disposition.

PERSON OR ENTITY NAME	<u>ROBERT M. DAMMINGER</u>		
CONTACT NAME	_____	PHONE NUMBER	_____
CASE CAPTION	_____		
INCEPTION OF THE INVESTIGATION	_____	CURRENT STATUS	_____
SUMMARY OF INVESTIGATION	_____ _____ _____		

PERSON OR ENTITY NAME	<u>Giuseppe Chila</u>		
CONTACT NAME	_____	PHONE NUMBER	_____
CASE CAPTION	_____		
INCEPTION OF THE INVESTIGATION	_____	CURRENT STATUS	_____
SUMMARY OF INVESTIGATION	_____ _____ _____		

PERSON OR ENTITY NAME	<u>LYMAN BARNES</u>		
CONTACT NAME	_____	PHONE NUMBER	_____
CASE CAPTION	_____		
INCEPTION OF THE INVESTIGATION	_____	CURRENT STATUS	_____
SUMMARY OF INVESTIGATION	_____ _____ _____		

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature	12/05/2018
ROBERT M. DAMMINGER - FREEHOLDER DIRECTOR	Date
Print Name and Title	



**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230**

DISCLOSURE FORM OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE VENDOR/BIDDER FORM

BID SOLICITATION #: 190EHR **VENDOR/BIDDER:** COUNTY OF GLOUCESTER

PART 1

**PLEASE LIST ALL OFFICERS/DIRECTORS OF THE VENDOR/BIDDER BELOW.
IN PART 2 OF THIS FORM, YOU WILL BE REQUIRED TO ANSWER QUESTIONS REGARDING THESE INDIVIDUALS.**

OFFICERS/DIRECTORS

NAME	<u>DANIEL CHRISTY</u>	DATE OF BIRTH	<u></u>
TITLE	<u>Freeholder</u>		
ADDRESS 1	<u>2 South Broad Street</u>		
ADDRESS 2	<u>P.O. BOX 337</u>		
CITY	<u>WOODBURY</u>	STATE	<u>N.J.</u>
		ZIP	<u>08096</u>

NAME	<u>FRANK DIMARCO</u>	DATE OF BIRTH	<u></u>
TITLE	<u>Freeholder</u>		
ADDRESS 1	<u>2 South Board Street</u>		
ADDRESS 2	<u>P.O. BOX 337</u>		
CITY	<u>WOODBURY</u>	STATE	<u>N.J.</u>
		ZIP	<u>08096</u>

NAME	<u>JIM JEFFERSON</u>	DATE OF BIRTH	<u></u>
TITLE	<u>Freeholder</u>		
ADDRESS 1	<u>2 South Board Street</u>		
ADDRESS 2	<u>P.O. BOX 337</u>		
CITY	<u>WOODBURY</u>	STATE	<u>N.J.</u>
		ZIP	<u>08096</u>

Attach Additional Sheets If Necessary.

PART 2

**PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER "YES" OR "NO".
PLEASE REFER TO THE PERSONS LISTED ABOVE AND/OR THE PERSONS AND/OR ENTITIES LISTED ON
YOUR OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THESE QUESTIONS.**

- | | | YES | NO |
|----|--|--------------------------|-------------------------------------|
| 1. | Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), or by any other state or the U.S. Government? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. | Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. | Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. | Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

IF ANY OF THE ANSWERS TO QUESTIONS 1-4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 3. IF ALL OF THE ANSWERS TO QUESTIONS 1-4 ARE "NO", NO FURTHER ACTION IS NEEDED; PLEASE SIGN AND DATE THE FORM.

**PART 3
PROVIDING ADDITIONAL INFORMATION**

If you answered "YES" to any of questions 1 - 4 above, you must provide a detailed description of any investigation or litigation, including but not limited to administrative complaints or other administrative proceedings, involving public sector clients during the past five (5) years. The description must include the nature and status of the investigation, and for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and if applicable, disposition.

PERSON OR ENTITY NAME	<u>DANIEL CHRISTY</u>		
CONTACT NAME	_____	PHONE NUMBER	_____
CASE CAPTION	_____		
INCEPTION OF THE INVESTIGATION	_____	CURRENT STATUS	_____
SUMMARY OF INVESTIGATION	_____		

PERSON OR ENTITY NAME	<u>FRANK DiMARCO</u>		
CONTACT NAME	_____	PHONE NUMBER	_____
CASE CAPTION	_____		
INCEPTION OF THE INVESTIGATION	_____	CURRENT STATUS	_____
SUMMARY OF INVESTIGATION	_____		

PERSON OR ENTITY NAME	<u>JIM JEFFERSON</u>		
CONTACT NAME	_____	PHONE NUMBER	_____
CASE CAPTION	_____		
INCEPTION OF THE INVESTIGATION	_____	CURRENT STATUS	_____
SUMMARY OF INVESTIGATION	_____		

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

12/05/2018

Date

Signature

ROBERT M. DAMMINGER - FREEHOLDER DIRECTOR

Print Name and Title



**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230**

DISCLOSURE FORM OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE VENDOR/BIDDER FORM

BID SOLICITATION #: 190EHR **VENDOR/BIDDER:** COUNTY OF GLOUCESTER

PART 1

**PLEASE LIST ALL OFFICERS/DIRECTORS OF THE VENDOR/BIDDER BELOW.
IN PART 2 OF THIS FORM, YOU WILL BE REQUIRED TO ANSWER QUESTIONS REGARDING THESE INDIVIDUALS.**

OFFICERS/DIRECTORS

NAME	<u>HEATHER SIMMONS</u>	DATE OF BIRTH	<u></u>
TITLE	<u>Freeholder</u>		
ADDRESS 1	<u>2 South Broad Street</u>		
ADDRESS 2	<u>P.O BOX 337</u>		
CITY	<u>WOODBURY</u>	STATE	<u>N.J.</u>
		ZIP	<u>08096</u>

NAME	<u></u>	DATE OF BIRTH	<u></u>
TITLE	<u></u>		
ADDRESS 1	<u></u>		
ADDRESS 2	<u></u>		
CITY	<u></u>	STATE	<u></u>
		ZIP	<u></u>

NAME	<u></u>	DATE OF BIRTH	<u></u>
TITLE	<u></u>		
ADDRESS 1	<u></u>		
ADDRESS 2	<u></u>		
CITY	<u></u>	STATE	<u></u>
		ZIP	<u></u>

Attach Additional Sheets If Necessary.

PART 2

**PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER "YES" OR "NO".
PLEASE REFER TO THE PERSONS LISTED ABOVE AND/OR THE PERSONS AND/OR ENTITIES LISTED ON
YOUR OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THESE QUESTIONS.**

- | | | YES | NO |
|----|--|--------------------------|-------------------------------------|
| 1. | Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), or by any other state or the U.S. Government? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. | Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. | Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. | Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

IF ANY OF THE ANSWERS TO QUESTIONS 1-4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 3. IF ALL OF THE ANSWERS TO QUESTIONS 1-4 ARE "NO", NO FURTHER ACTION IS NEEDED; PLEASE SIGN AND DATE THE FORM.

**PART 3
PROVIDING ADDITIONAL INFORMATION**

If you answered "YES" to any of questions 1 - 4 above, you must provide a detailed description of any investigation or litigation, including but not limited to administrative complaints or other administrative proceedings, involving public sector clients during the past five (5) years. The description must include the nature and status of the investigation, and for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and if applicable, disposition.

PERSON OR ENTITY NAME	HEATHER SIMMIONS		
CONTACT NAME	_____	PHONE NUMBER	_____
CASE CAPTION	_____		
INCEPTION OF THE INVESTIGATION	_____	CURRENT STATUS	_____
SUMMARY OF INVESTIGATION	_____		

PERSON OR ENTITY NAME	_____		
CONTACT NAME	_____	PHONE NUMBER	_____
CASE CAPTION	_____		
INCEPTION OF THE INVESTIGATION	_____	CURRENT STATUS	_____
SUMMARY OF INVESTIGATION	_____		

PERSON OR ENTITY NAME	_____		
CONTACT NAME	_____	PHONE NUMBER	_____
CASE CAPTION	_____		
INCEPTION OF THE INVESTIGATION	_____	CURRENT STATUS	_____
SUMMARY OF INVESTIGATION	_____		

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

12/05/2018

Date

Signature

ROBERT M. DAMMINGER - FREEHOLDER DIRECTOR

Print Name and Title

State of New Jersey
DEPARTMENT OF CHILDREN AND FAMILIES

BUSINESS ASSOCIATE AGREEMENT between the New Jersey Department of Children and Families and Gloucester County D.H.D.S./HSAC (Agency/Vendor.) for Contract Number 17OEHR .

This Business Associate Agreement sets forth the responsibilities of Gloucester County D.H.S./HSAC (Business Associate), with an address of 115 Budd Boulevard, Route 45 & Budd Boulevard, Woodbury, NJ 08096 and the New Jersey Department of Children and Families, as a **Covered Entity**, in relationship to Protected Health Information (PHI), as those terms are defined and regulated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations adopted there under by the Secretary of the United States Department of Health and Human Services, with the intent that the Covered Entity shall at all times be in compliance with HIPAA and the underlying regulations.

This Business Associate Agreement is entered into for the purpose of the Business Associate providing services on behalf of the Covered Entity.

In consideration for the respective benefits, rights and obligations described above, and for access to the PHI held by Covered Entity, the parties agree to be bound by the terms of this Agreement. There is no underlying contract associated with this Agreement, or the exchange of this PHI.

A. Definitions:

1. The terms specified below shall be defined as follows:
 - a. "Business associate" shall mean s a person or entity, other than a member of the workforce of a covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to protected health information. This definition is also applicable to a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate.
 - b. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall the New Jersey Department of Children and Families.
 - c. "Agreement" shall mean this Business Associate Agreement.
 - d. "Breach" shall mean the unauthorized acquisition, access, use or disclosure of Protected Health Information in a manner not permitted by the Privacy Rule or the Security Rule, which compromises the security of such Protected Health Information. Breach shall exclude such acquisition, access, use or disclosure described in 45 CFR Section 164.402.

- e. "Designated Record Set" shall mean a group of records maintained by or for the Covered Entity that is the medical records and billing records of individuals maintained by or for the Covered Entity; and the enrollment, payment, claims, adjudication, and case or medical management record systems maintained by or for the Covered Entity, or used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
- f. "HIPAA" shall mean the Health Insurance Portability and Accountability Act.
- g. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including but not limited to, the Privacy Rule and the Security Rule, and shall include the regulations codified at 45 CFR Parts 160, 162 and 164.
- h. "HITECH" shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A of the American Recovery and Reinvestment Act of 2009, P.L. 111-005.
- i. "Individual" shall mean the person who is the subject of the Protected Health Information and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- j. "Notice of Privacy Practices" shall mean the Notice of Privacy Practices required by 45 CFR 164.520, provided by Covered Entity to Individuals.
- k. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.
- l. "Protected Health Information (PHI)" shall mean individually identifiable health information that is transmitted by electronic media or transmitted or maintained in any other form or medium.
- m. "Record" shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminate by or for a Covered Entity.
- n. "Required by Law" shall have the same meaning as in 45 CFR 164.501.
- o. "Secretary" shall mean the Secretary of the United States Department of Health & Human Services or his designee.
- p. "Security Rule" shall mean the Standards for Security for the Protection of Electronic Protected Health Information, codified at 45 CFR parts 160, 162 and 164.

2. All other terms used herein shall have the meaning specified in the Privacy Rule or in the absence of if no meaning is specified, shall have their plain meaning.

B. Obligations and Activities of Business Associate

1. Business Associate may use PHI for the following functions, activities, or services for or on behalf of Covered Entity provided that such use would not violate this Agreement, the HIPAA regulations the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity. In the event that this Agreement conflicts and any other written agreement made between the parties, relating to the exchange of PHI, this Agreement shall control. Business Associate's access to and use of the PHI is limited to the provision of services by the Business Associate on behalf the Covered Entity set forth in the contract between the Business Associate and the Covered Entity.
2. Business Associate may further disclose PHI to a subcontractor/person for the proper management and administration of Business Associate, provided that such disclosure is Required by Law, or would not violate this Agreement, the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity, and Business Associate executes an additional business associates agreement as Required by Law or for the purpose for which it was disclosed to the person, and the subcontractor/person notifies Business Associate of any instances of which it is aware in which PHI has been disclosed. In the event that this agreement conflicts with any other agreement relating to the access or use of PHI, this agreement shall control.
3. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law. In the event that this agreement conflicts with any other agreement relating to the access or use of PHI, this agreement shall control.
4. Business Associate agrees to implement and use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities.
5. Business Associate agrees to take prompt corrective action to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
6. Business Associate agrees to notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, or the Privacy Rule, or of any suspected or actual breach of security or intrusion whenever it becomes aware within twenty-four hours of Business Associate becoming aware of such use, disclosure or suspected or actual breach of security or intrusion. Business Associate further agrees to take prompt

corrective action to cure or mitigate any harmful effects of any such use, disclosure, or actual or suspected breach of security of intrusion.

7. Business Associate agrees to ensure that any officer, employee, contractor, subcontractor or agent to whom it provides PHI received from or maintained, created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI.
8. Access. Business Associate agrees to provide access to PHI in a Designated Record Set to Covered Entity or to an Individual as directed by Covered Entity in order to meet the requirements of 45CFR 164.524, within 30 days of the date of any such request, unless the request is denied by Covered Entity pursuant to 45 CFR 164.524(a)(1), (a)(2) or (a)(3).
9. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as Covered Entity directs in order to meet the requirements of 45 CFR 164.526, within 30 days of such a request, unless the request has been denied pursuant to 45 CFR 164.526(d). Business Associate shall provide written confirmation of the amendment(s) to the Covered Entity.
10. Business Associate agrees to create and maintain an appeal process that meets the requirements of 45 CFR 164.524 and 164.526 that an Individual can utilize if the Individual's request for access to or amendment of PHI is denied.
11. Business Associate agrees to make its comprehensive written information privacy and security program, as well as its internal practices, books and records, including policies and procedures relating to the use and disclosure of PHI received from, or created, maintained, or received by Business Associate on behalf of Covered Entity available to Covered Entity within 30 days of the date of such request, or to the Secretary in a time and manner designated by the Secretary.
12. Business Associate agrees to document all disclosures of PHI which would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate agrees to provide to Covered Entity, within 30 days of the date of such request, all disclosures of PHI.
13. Notwithstanding the provisions of Section D of this Agreement, pursuant to 45 CFR 164.530(j), Business Associate agrees that it and its officers, employees, contractors, subcontractors and agents shall continue to maintain the information required under subsection B(9) of this Agreement for a period of six years from the date of its creation or the date when it was last in effect, whichever is later.
14. Business Associate agrees that from time to time, upon reasonable notice, it shall allow Covered Entity or its authorized agents or contractors, to inspect the facilities,

systems, books, records and procedures of Business Associate to monitor compliance with this Agreement. In the event the Covered Entity, in its sole discretion, determines that the Business Associate has violated any term of this Agreement or the Privacy Rule, it shall so notify the Business Associate in writing. Business Associate shall promptly remedy the violation of any term of this Agreement and shall certify same in writing to the Covered Entity. The fact that Covered Entity or its authorized agents or contractors inspect, fail to inspect or have the right to inspect Business Associate's facilities, systems, books, records, and procedures does not relieve Business Associate of its responsibility to comply with this Agreement. Covered Entity's (1) failure to detect, or (2) detection by failure to notify Business Associate, or (3) failure to require Business Associate to remediate any unsatisfactory practices, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Agreement. Nothing in this paragraph is deemed to waive Section E of this Agreement or the New Jersey Tort Claims Act, NJSA 59:1-1 et seq., as they apply to Covered Entity.

15. Business Associate shall implement administrative, physical and technical safeguards that protect the confidentiality, integrity, and availability of PHI in compliance with the Security Rule.
16. Business Associate shall report all security incidents, as defined by the Security Rule, within twenty-four hours of becoming aware of such actual or suspected security incident.
17. Sections 164.308, 164.312 and 164.316 of Title 45, Code of Federal Regulations, apply to Business Associate in the same manner as such sections apply to the Covered Entity. The HITECH requirements that relate to security, and that are applicable to the Covered Entity, shall also be applicable to the Business Associate and are incorporated into this Agreement by reference.
18. In the event of an actual or suspected breach, Business Associate shall provide Covered Entity with a written report, as soon as possible but not later than five ("5") days after the breach/suspected breach became known. The report shall include, to the extent available: a) the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the breach; b) a brief description of what happened, including the date of the breach and the date of the discovery, if known; c) a description of the types of unsecured PHI involved in the breach; d) any steps individuals affected by the breach should take to protect themselves from potential harm resulting from the breach; and e) a description of what Business Associate is doing to investigate the breach, mitigate harm to the individual(s), and protect against future breaches. In addition, the business Associate shall, at the request of the Covered Entity, provide breach notification required by HITECH.

C. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions.

1. Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, in accordance with the requirements and standards in the Privacy Rule, until such PHI is received by Business Associate.
2. In accordance with 45 CFR 164.520, Covered Entity shall notify Business Associate of any limitations in Covered Entity's Notice of Privacy Practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
3. Covered Entity shall notify Business Associate of any changes in or revocation of permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
4. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
5. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity or under Covered Entity's Notice of Privacy Practices or other policies adopted by Covered Entity pursuant to the Privacy Rule.

D. Term of Business Associate Agreement

1. This Agreement shall be effective as of the date the Business Associate and the Covered Entity enter into a contract for the Business Associate's provision of services on behalf of the Covered Entity, and it shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created, maintained or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with subsection 3, below.
2. Upon Covered Entity's knowledge of a material breach or violation(s) of any of the obligations under this Agreement by Business Associate, Covered Entity shall, at its discretion, either:
 - a. Provide an opportunity for the Business Associate to cure the breach or end the violation upon such terms and conditions as Covered Entity shall specify, and if Business Associate does not cure the breach or end the violation, upon such terms and conditions as Covered Entity has specified, Covered Entity may

terminate this Agreement and require that Business Associate fully comply with the procedures specified in subsection 3, below.

- b. Immediately terminate the Contract and require that Business Associate fully comply with the procedures specified in subsection 3, below, if Business Associate has breached a material term of this Agreement and Covered Entity has determined, in its sole discretion, that cure is not possible, or
- c. If neither termination nor cure is feasible, as determined by Covered Entity in its sole discretion, Covered Entity shall report the violation to the Secretary.

3. Effect of Breach of this Agreement.

- a. Except as provided in paragraph b of this section, upon termination of the Contract for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.
- b. Business Associate shall provide Covered Entity with a certification, within 30 days, that neither it nor its subcontractors or agents maintains any PHI in any form, whether paper, electronic or film, received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. Covered Entity shall acknowledge receipt of such certification and, as of the date of such acknowledgement, this Agreement shall terminate.
- c. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Covered Entity shall have the discretion to determine whether it is feasible for the Business Associate to return or destroy the PHI. If Covered Entity determines it is feasible, Covered Entity shall specify the terms and conditions for the return or destruction of PHI at the expense of Business Associate. Upon Covered Entity determining that Business Associate cannot return or destroy PHI, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

E. Indemnification and Release

- 1. Business Associate shall assume all risk and responsibility for, and agrees to indemnify, defend and save harmless Covered Entity, its officers, agents and employees and each and every one of them, from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs (including attorneys fees

and costs and court costs), expenses in connection therewith, on account of loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from Business Associate's use or misuse of PHI or from any action or inaction of Business Associate or its officers, employees, agents or contractors with regard to PHI or the requirements of this Agreement or the Privacy Rule. The provision of this indemnification clause shall in no way limit the obligations assumed by Business Associate under this Agreement, nor shall they be construed to relieve Business Associate from any liability nor preclude Covered Entity from taking any other actions available to it under any other provisions of this Agreement, the Privacy Rule or at law.

2. Notwithstanding the above, the obligations assumed by the Business Associate herein shall not extend to or encompass suits, costs, claims, expenses, liabilities and judgments incurred solely as a result of actions or inactions of Covered Entity.
3. Business Associate further acknowledges the possibility of criminal sanctions and penalties for breach or violation of this Agreement or the Privacy Rule pursuant to 42 USC 1320d-6.
4. Business Associate shall be responsible for, and shall at its own expense, defend itself against any and all suits, claims, losses, demands or damages of whatever kind or nature, arising out of or in connection with an act or omission of Business Associate, its employees, agencies, or contractors, in the performance of the obligations assumed by Business Associate pursuant to this Agreement. Business Associate hereby releases Covered Entity from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal laws, out of or in connection with Business Associate's performance of the obligations assumed by Business Associate pursuant to this Agreement.
5. The obligations of the Business Associate under this Section shall survive the expiration of this Agreement.

F. Miscellaneous

1. A reference in this Agreement to a section of the Privacy Rule means the section as in effect or, it may be amended or interpreted by a court of competent jurisdiction.
2. Business Associate and Covered Entity agree to take such action as is necessary to amend this Agreement from time to time in order that Covered Entity can continue to comply with the requirements of the Privacy Rule and HIPAA and case law that interprets the Privacy Rule or HIPAA. All such amendments shall be in writing and signed by both parties. Business Associate and Covered Entity agree that this Agreement may be superseded by a revised Business Associate Agreement executed between the parties after the effective date of this Agreement.

3. The respective rights and obligations of Business Associate and Covered Entity under Section D, "Term of Business Associate Agreement", above, shall survive the termination of the Contract. The respective rights and obligations of Business Associate and Covered Entity under Section E, "Indemnification", and Section B(11), "Internal Practices", above, shall survive the termination of this Agreement.
4. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and HIPAA, as it may be amended or interpreted by a court of competent jurisdiction.
5. Nothing expressed or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Business Associate and Covered Entity, and any successor state agency to Covered Entity, any rights, remedies, obligations or liabilities whatsoever.
6. Any notices to be given hereunder shall be made via Regular and Certified US Mail, Return Receipt Requested, and if possible, by facsimile to the addresses and facsimile members listed below:

Business Associate: Gloucester County D.H.D.S./HSAC
115 Budd Boulevard, Woodbury, NJ 08096

Facsimile # 856-384-6870

Covered Entity: 1. Privacy Officer

Facsimile# (609) 292-3931

2. DCF Business Manager

Facsimile#

7. As the Covered Entity is a body corporate and politic of the State of New Jersey, the signature of its authorized representative is affixed below. The undersigned representative of Covered Entity certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Covered Entity to this document.

The undersigned representative of Business Associate certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Business Associate to this document.

Covered Entity:

Business Associate:

Signature

Signature

Printed Name

Robert M. Damminger
Printed Name

Business Manager
Title

Freeholder Director
Title

DCF/CSOC
Agency

Gloucester County D.H.D. S./HSAC
Agency

Date:

Date:

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: 190EHR

Bidder/Offeror: COUNTY OF GLOUCESTER

PART 1: CERTIFICATION

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	

Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that the State of New Jersey is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): ROBERT M. DAMMINGER

Signature: _____

Do Not Enter PIN as a Signature

Title: FREEHOLDER DIRECTOR

Date: _____



**New Jersey State Policy Prohibiting
Discrimination in the Workplace**

AND

**Procedures for Processing Internal Complaints Alleging
Discrimination in the Workplace**

ACKNOWLEDGEMENT OF RECEIPT

The State of New Jersey is committed to providing every employee with a workplace free from unlawful discrimination.

The "New Jersey State Policy Prohibiting Discrimination in the Workplace" (*State Policy*) applies to state employees and agencies. This policy applies to both conduct that occurs in the workplace and conduct that occurs at any location which can be reasonably regarded as an extension of the workplace (any field location, any off-site business-related social function, or any facility where State business is being conducted and discussed). This policy is being distributed to State-wide vendors/contractors with whom a State agency has a direct relationship. Vendors/contractors are requested to become familiar with the policy, and with the "Procedures for Internal Complaints Alleging Discrimination in the Workplace" (*Procedures*).

Any questions you may have about the *State Policy* or *Procedures* should be directed to Jillian Hendricks, Director of the Office of EEO/AA at 609-888-7177, or an email sent to dcfeeo@dcf.state.nj.us.

Please sign this Acknowledgement of Receipt form to confirm receipt of the updated *State Policy* and *Procedures*. Please return this form to:

Department of Children and Families
Office of Equal Employment Opportunity and Affirmative Action
50 East State Street, 4th Floor
P. O. Box 717
Trenton, NJ 08625-0717

Agency Name:	County of Gloucester Board of Chosen Freeholders
Agency Address:	2 South Broad Street
	Woodbury, N.J. 08096
Director/CEO Name (Print):	Robert M. Damminger
Title:	Freeholder Director
Signature of Director/CEO:	
Date of Signature:	

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

**STANDARD LANGUAGE DOCUMENT
FOR SOCIAL SERVICE AND TRAINING CONTRACTS**

This CONTRACT is effective as of the date recorded on the signature page between the Department and the Provider Agency identified on the signature page.

WHEREAS the New Jersey Department of Children and Families (the "Department") has been duly designated under the authority of N.J.S.A. 30:1A-1, 30:1-11, 30:1-12, and 30:1-20 to administer or supervise the administration of social service and training programs and has, in turn, designated the Departmental Component to be directly responsible for the funding, implementation and administration of certain social service and training programs, including the program(s) covered by this Contract; and

WHEREAS the Department desires that the Provider Agency provide services and the Provider Agency has agreed to provide services in accordance with the terms and conditions contained in this Contract;

THEREFORE, the Department and the Provider Agency agree as follows:

I. DEFINITIONS

For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:

Additional Named Insured means an endorsement to an insurance policy extending the coverage to the State of New Jersey against loss in accordance with the terms of the policy. Naming the State as an additional named insured permits the Department to pay the premium should the named insured fail to do so.

Annex(es) means the attachment(s) to this document containing programmatic and financial information.

Contract means one of the Department's social service or training Contracts with a Provider Agency. Terms and conditions of the Contract are included in the Standard Language Document, Annex(es), appendices, attachments and Contract Modifications (including any approved assignments and subcontracts) and supporting documents. The Contract constitutes the entire binding agreement between the Department and the Provider Agency.

Department means the New Jersey Department of Children and Families. It means, where appropriate from the context, the Division, Commission, Bureau, Office, Unit or other designated component of the Department of Children and Families responsible for the administration of particular Contract programs.

Departmental Component means the Division, Bureau, Commission, Office or other Unit within the Department responsible for the negotiation, administration review, approval, and monitoring of certain social service or training Contracts.

Expiration means the cessation of the Contract because its term has ended.

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Notice means an official written communication between the Department and the Provider Agency. All Notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the persons and addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

The Notice shall also be sent by regular mail and shall be presumed to have been received by the addressee five days after being sent to the last address known by the Department.

Provider Agency (also Provider) means the public or private organization which has a social service or training Contract with the Department.

Termination means an official cessation of this Contract, prior to the expiration of its term that results from action taken by the Department or the Provider Agency in accordance with provisions contained in this Contract.

II. BASIC OBLIGATIONS OF THE DEPARTMENT

Section 2.01 Payment. As established in the Annex(es), payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the Department in accordance with the time frames specified in the Annex(es). Total payments shall not exceed the maximum Contract amount, if any, specified in the Annex(es). All payments authorized by the Department under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.13 Audit or on the basis of any Department monitoring or evaluation of the Contract.

Section 2.02 Referenced Materials. Upon written request of the Provider Agency, the Department shall make available to the Provider Agency copies of federal and State regulations and other material specifically referenced in this document.

III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

Section 3.01 Contract Services. The Provider Agency shall provide services to eligible persons in accordance with all specifications contained in this Contract.

Section 3.02 Reporting. The Provider Agency shall submit to the Department programmatic and financial reports on forms provided by the Department and within the stated time parameters. The reporting frequency and due date(s) are specified and sample forms to be used are included in the Annex(es), or otherwise made available by the Departmental Component.

Section 3.03 Compliance with Laws. The Provider Agency agrees in the performance of this Contract to comply with all applicable federal, State and local laws, rules and regulations (collectively, "laws"), including but not limited to the following:

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- a. State and local laws relating to licensure; federal and State laws relating to safeguarding of client information;
- b. The federal Civil Rights Act of 1964 (as amended);
- c. P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive orders pertaining to affirmative action and nondiscrimination in public contracts;
- d. The New Jersey Law Against Discrimination (LAD) (N.J.S.A. 10:5-1 et seq.)
- e. The federal Equal Employment Opportunity Act;
- f. Section 504 of the federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap, and regulations thereunder;
- g. The Americans With Disabilities Act (ADA), 42 U.S.C. 12101 et seq.; and
- h. Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b)

Failure to comply with the laws, rules and regulations referenced above shall be grounds for Termination of this Contract for cause.

If any provision of this Contract shall conflict with any federal or State law(s) or shall have the effect of causing the State to be ineligible for federal financial participation in payment for Contract services, the specific Contract provision shall be considered amended or nullified to conform to such law(s). All other Contract provisions shall remain unchanged and shall continue in full force and effect.

Section 3.04 Business Associate Agreements and State Confidentiality Statues. DCF is a covered entity pursuant to the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C.A. §1320d et seq. (HIPAA); 45 CFR Parts 160 and 164. Before a Provider Agency obtains or is permitted to access, to create, maintain or store Protected Health Information (PHI) as part of its responsibility under this Contract, the Provider Agency shall first execute a Department of Children and Families Business Associate Agreement (BAA). A Provider Agency, whose work under this Contract does not involve PHI is not required to execute a BAA. DCF shall have the sole discretion to determine when a Provider Agency's work will involve PHI. Protected Health Insurance shall have the same meaning as in 45 CFR 160.103.

Provider Agencies that enter any subcontract where the work for the subcontract involves an individual's PHI shall require its subcontractor to execute a BAA that meets all the

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requirements of HIPAA, including those in 45 CFR 164.504(e). A standard form of BAA is available for a Provider Agency's use from the Department. If the BAA is breached by the Provider Agency, or its subcontractor, the Provider Agency shall notify the Department within 24 hours of the breach. The Department may, in its sole discretion and at any time, request a BAA compliance audit or investigation of the Provider Agency or its subcontractor with which the Provider Agency has entered into a BAA. The Provider Agency shall cooperate with all Department requests for a BAA compliance audit and/or investigation and shall require that its subcontractor cooperate with all Departmental requests for BAA compliance audits and investigations.

In addition to the confidentiality requirements of HIPAA, if applicable, a Provider Agency shall maintain the confidentiality of all certificates, applications, records and reports ("Records") that directly or indirectly identify any individual and shall not disclose these Records except where disclosure is consistent with applicable Department statute and regulations and the BAA, if any.

Section 3.05 Business Registration.

NOTE: This section does not apply to governmental agencies or non-profit organizations.

The Provider Agency must have a valid Business Registration Certificate (BRC) issued by the Department of Treasury, Division of Revenue prior to the award of a contract in accordance with N.J.S.A. 52:32-44(b). No State Agency may Contract with a Provider Agency if the Provider has not filed for its incorporation papers or filed its annual business registration. Furthermore, no Provider Agency that Contracts with the Department shall enter into any subcontract unless the subcontractor can demonstrate that it is incorporated in the State of New Jersey and its annual business registration is current, and follows the provisions prescribed in this Standard Language Document. Failure to comply with this paragraph or the above-referenced citation will result in cause for the Department to Terminate this Contract.

Section 3.06 Set-Off for State Tax and Child Support. Pursuant to N.J.S.A. 54:49-19, if the Provider is entitled to payment under the Contract at the same time as it is indebted for any State tax (or is otherwise indebted to the State) or child support, the State Treasurer may set off that payment by the amount of the indebtedness.

Section 3.07 Source Disclosure. N.J.S.A. 52:34-13.2, that codified Public Law 2005, c.92 and Executive Order 129, requires when submitting a Request for Proposals and/or Contract, the Provider Agency shall submit as part of their proposal and/or Contract Certification listing where their contracted services will be performed and if the contracted services, or any portion thereof, will be subcontracted and where any subcontracted services will be performed.

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Any changes to the information submitted in the Source Disclosure Certification during the term of the Contract must be immediately reported to the Director of the Division of Purchase and Property and to the Departmental Component within the Department for whom the contracted services are being performed. A Provider that shifts its activities outside the United States and its constituent Commonwealths and territories without prior written affirmation by the Director attesting to the fact that extraordinary circumstances required the shift or that the failure to shift the services would result in the infliction of economic hardships to the State of New Jersey, shall be deemed to be in breach of Contract which would be subject to Termination by the Department.

Section 3.08 Provider Certification and Disclosure of Political Contributions.

NOTE: Non-profit organizations are exempted from the requirements of Section 3.08.

N.J.S.A. 19:44A-20.13 to 19:44A-20.25, that codified Public Law 2005, Chapter 51 and Executive Order 134, and Executive Order 117, requires that any for-profit agency that seeks or contracts to provide services in the amount of \$17,500 or more must submit to the Department the Certification and Disclosure of Political Contribution forms. This form includes a certification that the business entity has not, during certain specified time frames, solicited or made any contribution of money, pledge of reportable contributions, including in-kind contributions, to any candidate committee and/or election fund of the Governor or Lieutenant Governor, any legislative leadership committee or any State, county or municipal political party committee. The form also requires disclosure of any of the above-referenced reportable contributions made by the business entity, its principals, officers, partners, directors, spouses, civil union partners and resident children.

If awarded a Contract, the Provider will, on a continuing basis, continue to report any Contribution it makes during the term of the Contract, and any extension(s) thereof. Failure to do so will result in Termination of the Contract and could result in the debarment from public contracting of the Provider for a period of up to five years.

Section 3.09 Contract Certification and Political Contribution Disclosure Form. The Provider Agency is advised of its responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c.271, section 3 if the Provider Agency receives Contracts in excess of \$50,000 from a public entity in a calendar year. It is the Provider Agency's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us/

Section 3.10 Equal Employment Opportunity. Pursuant to N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27, during the performance of this Contract, the Provider Agency agrees as follows:

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- a. The Provider Agency and any subcontractor(s) will not discriminate against any client, 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.
- b. Except with respect to affectional or sexual orientation and gender identity or expression, the Provider will take affirmative action to ensure that such applicants are recruited and employed by DCF contracted agencies.
- c. The Provider Agency will ensure that equal opportunity is afforded to all employees in recruitment and employment, and that all employees are treated equally during employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, disability, nationality or sex. Such action 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.
- d. The Provider Agency 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.
- e. The Provider Agency and subcontractor(s), in all solicitations or advertisements for employees placed by or on behalf of the Provider shall 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.
- f. The Provider Agency and subcontractor(s) will send a notice to each labor union or representative with which it has a collective bargaining agreement, other contract, or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Provider's commitments under this act and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
- g. The Provider Agency and subcontractor(s) agree 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.

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- h. The Provider Agency or subcontractor agrees to make a good faith attempt to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract Compliance & EEO pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- i. The Provider Agency or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- j. The Provider Agency or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable State and federal law and applicable State and federal court decisions.
- k. The Provider Agency and subcontractor agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.
- l. The Provider Agency and its subcontractors shall furnish such reports or other documents to the Department from time to time in order to carry out the purposes of these regulations, and the Department shall furnish such information to the Department of Treasury, Division of Contract Compliance and EEO, as may be requested by the DCF for conducting a compliance investigation pursuant to Subchapter 10 of N.J.A.C.17:27.

Section 3.10.1 Anti-Discrimination Provisions. Pursuant to N.J.S.A. 10:2-1, during the performance of this Contract, the Provider Agency agrees as follows:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or

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furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

Section 3.11 Department Policies and Procedures. In the administration of this Contract, the Provider Agency shall comply with all applicable policies and procedures issued by the Department including, but not limited to, the policies and procedures contained in the Department's Contract Reimbursement Manual (as from time to time amended) and the Department's Contract Policy and Information Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to Terminate this Contract.

Section 3.12 Financial Management System. The Provider Agency's financial management system shall provide for the following:

- a. Accurate, current and complete disclosure of the financial results of this Contract and any other contract, grant, program or other activity administered by the Provider Agency;
- b. Records adequately identifying the source and application of all Provider Agency funds and all funds administered by the Provider Agency. These records shall contain information pertaining to all contract and grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income;

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- c. Effective internal control structure over all funds, property, and other assets. The Provider Agency shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;
- d. Comparison of actual outlays with budgeted amounts for this Contract and for any other contract, grant, program or other activity administered by the Provider Agency;
- e. Accounting records supported by source documentation;
- f. Procedures to minimize elapsed time between any advance payment issued and the disbursement of such advance funds by the Provider Agency; and
- g. Procedures consistent with the provisions of any applicable Departmental policies and procedures for determining the reasonableness, allowability, and allocability of costs under this Contract.

Section 3.13 Audit. The Department requires submission of the Provider Agency's annual organization-wide audit. Non-compliance is grounds for Termination.

Audits shall be conducted in accordance with the Federal Single Audit Act of 1984, generally accepted auditing standards as specified in the Statements on Auditing Standards issued by the American Institute of Certified Public Accountants and Government Auditing Standards issued by the Comptroller General of the United States.

At any time during the Contract term, the Provider Agency's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the Provider Agency under Section 5.02 Assignment and Subcontracts may be subject to audit or review by the Department, by any other appropriate unit or agency of State or federal government, and/or by a private firm or firms retained or approved by the Department for such purpose.

Whether or not such audits are conducted during the Contract term, a final financial and compliance audit of Contract operations, including the relevant operations of any assignees or subcontractors, may be conducted after Contract Termination or Expiration. The Provider Agency is subject to audit up to four years after Termination or Expiration of the Contract. If any audit has been started but not completed or resolved before the end of the four year period, the Provider Agency continues to be subject to such audit until it is completed and resolved.

The Provider Agency shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such

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records shall be made available to the New Jersey Office of the State Comptroller upon request.

Section 3.14 Federal Davis-Bacon Act and New Jersey Prevailing Wage Act. Any Department Contract containing federal funds in excess of \$2,000 utilized for the construction, alteration, renovation, repair, or modification of public works or public buildings to which the federal government is a party or any Contract for similar work on public works financed with federal funds must comply with the federal Davis-Bacon Act, 40 U.S.C. section 276a et seq. The Davis-Bacon Act requires that the Provider must pay the prevailing wages to each designated worker class engaged under the Contract at wage rates determined by the U.S. Secretary of Labor.

Any subsequent Provider Agency, Contract, or subcontract for any public work in excess of \$2,000 State funds of which the Department is a party shall comply with the N.J. Prevailing Wage Act, N.J.S.A. 34:11-56.27. Such Contracts or subcontracts shall contain a provision stating that the prevailing wage rate, as designated by the New Jersey Commissioner of Labor, must be paid to all designated classes of workers employed through said Contracts or subcontracts. The Provider Agency must determine if the New Jersey Prevailing Wage Act applies and follow all directives per N.J.S.A. 34:11-56 et seq.

Section 3.15 Contract Closeout. The Provider Agency shall comply with all requirements of Department Policy: DCF.P7.01 Contract Closeout. This includes the prompt submittal of the final Report of Expenditures and any other financial or programmatic reports required by the Department. All required documentation is due within 120 days of Contract Expiration or Termination.

IV. TERMINATION

The Department may Terminate or suspend this Contract in accordance with the sections listed below.

Section 4.01 Termination for Convenience by the Department or Provider Agency. The Department or Provider Agency may Terminate this Contract upon 60 Days written advance Notice to the other party for any reason whatsoever.

The parties expressly recognize and agree that the Department's ability to honor the terms and conditions of this Contract is contingent upon receipt of federal funds and/or appropriations of the State legislature. If during the term of this Contract, therefore, the federal and/or the State government reduces its allocation to the Department, the Department reserves the right, upon Notice to the Provider Agency, to reduce or Terminate the Contract.

Section 4.02 Default and Termination for Cause. If the Provider Agency fails to fulfill or comply with any of the terms or conditions of the Contract, in whole or in part, the

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Department may by Notice place the Provider Agency in default status, and take any action(s) listed in accordance with Department Policy DCF.P9.05, Contract Default. Notice shall follow the procedures established in the policy.

The above notwithstanding, the Department may immediately upon Notice Terminate the Contract prior to its expiration, in whole or in part, whenever it is determined that the Provider Agency has jeopardized the safety and welfare of the Department's clients, materially failed to comply with the terms and conditions of the Contract, or whenever the fiscal or programmatic integrity of the Contract has been compromised. The Notice of Termination shall state the reason for the action(s); the Provider Agency's informal review options, time frames, and procedures; the effective date of the Termination; and the fact that a request for a review of the decision for action(s) does not preclude the determined action(s) from being implemented.

Section 4.03 Termination Settlement. When a Contract is terminated under any section of Section IV or policy DCF.P9.05, Contract Default, the Provider Agency shall be prohibited from incurring additional obligations of Contract funds. The Department may allow costs which the Provider Agency could not reasonably avoid during the Termination process to the extent that said costs are determined to be necessary and reasonable.

The Provider Agency and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.13 Audit.

V. ADDITIONAL PROVISIONS

Section 5.01 Application of New Jersey Law. This Contract shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey including the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the Law Against Discrimination (LAD) (N.J.S.A. 10:5-1 et seq.).

Section 5.02 Assignment and Subcontracts. This Contract, in whole or in part, may not be assigned by the Provider Agency or assumed by another entity for any reason including but not limited to changes in the corporate status of the Provider Agency, without the prior written consent of the Department. Upon prior written notice of a proposed assignment, the Department may:

- a. Approve the assignment and continue the Contract to term;
- b. Approve the assignment conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the Department; or
- c. Disapprove the assignment and either terminate the Contract or continue the Contract with the original Provider Agency.

The Provider Agency may not subcontract any of the services that it has committed to perform or provide pursuant to this Contract without the prior written approval of the

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Department. Such consent to subcontract shall not relieve the Provider Agency of its full responsibilities under this Contract. Consent to the subcontracting of any part of the services shall not be construed to be an approval of said subcontract or of any of its terms, but shall operate only as an approval of the Provider Agency's request for the making of a subcontract between the Provider Agency and its chosen subcontractor. The Provider Agency shall be responsible for all services performed by the subcontractor and all such services shall conform to the provisions of this Contract.

Section 5.03 Client Fees. Other than as provided for in the Annex(es) and/or Departmental Component specific policies, the Provider Agency shall impose no fees or any other types of charges of any kind upon recipients of Contract services.

Section 5.04 Indemnification. The Provider Agency shall assume all risk of and responsibility for, and agrees to indemnify, defend and hold harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of the loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from (1) the work, service or materials provided under this Contract; or (2) any failure to perform the Provider's obligations under this Contract or any improper or deficient performance of the Provider's obligations under this Contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Contract.

Furthermore, the provisions of this indemnification clause shall in no way limit the obligations assumed by the Provider under this Contract, nor shall they be construed to relieve the Provider from any liability nor preclude the State of New Jersey, its Agencies, and/or the Department of Children and Families from taking any other actions available to them under any other provisions of this Contract or otherwise in law.

Section 5.05 Insurance. The Provider Agency shall maintain adequate insurance coverage. The State shall be included as an Additional Named Insured on any insurance policy applicable to this Contract. Should the Provider Agency fail to pay any premium on any insurance policy when due, the Department may Terminate the Contract for Cause.

Section 5.06 Modifications and Amendments. If both parties to this Contract agree to amend or supplement this Contract, any and all such amendments or supplements shall be in writing and signed by both parties. The amendment or supplement shall incorporate the entire Contract by reference and will not serve to contradict, amend, or supplement the Contract except as specifically expressed in the amendment or supplement.

Section 5.07 Statement of Non-Influence. No person employed by the State of New Jersey has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the Provider Agency or any representative thereof in order to influence the awarding or administration of this Contract.

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Section 5.08 Exercise of Rights. A failure or a delay on the part of the Department or the Provider Agency in exercising any right, power, or privilege under this Contract shall not waive that right, power, or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

Section 5.09 Recognition of Cultural Sensitivity. The Provider Agency agrees in the performance of this Contract to be sensitive to the needs of the minority populations (as described in section 3.10a of this policy) of the State of New Jersey. This sensitivity includes the employment, if possible, of a culturally diverse staff that can communicate with, and be representative of the entire community it serves.

The Provider Agency shall make programs linguistically appropriate and culturally relevant to underserved minority groups within the community. Appropriate accommodations for services shall be developed and maintained for those minority individuals who are deprived of reasonable access to those services due to language barriers or ethnic, affectional, and cultural differences. In addition, Provider Agencies shall make certain that all programs and services are reflective of the demographic needs of the community, while providing all minorities (as described in section 3.10a of this policy) the opportunity to experience any and all available social services irrespective of their ethnic, affectional, or cultural heritage.

Section 5.10 Copyrights. The Department of Children and Families reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use any work or materials developed under a Department or federally funded Contract or subcontract. The Department also reserves the sole right to authorize others to reproduce, publish, or otherwise use any work or materials developed under said Contract or subcontract.

Section 5.11 Successor Contracts. If an audit or Contract closeout reveals that the Provider Agency has failed to comply with the terms and/or conditions of this Contract, the Department reserves the right to make all financial and/or programmatic adjustments it deems appropriate to any other Contract entered into between the Department and the Provider Agency.

Section 5.12 Sufficiency of Funds. The Provider Agency recognizes and agrees that both the initial provision of funding and the continuation of such funding under the Contract is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of the Department to make any payment under its Contract with the Provider Agency or to observe and adhere to its performance obligation under the Contract as a result of the failure of the Legislature to appropriate the funds necessary to do so shall not constitute a breach of the Contract by the Department or default thereunder and the Department shall not be held financially liable therefore. In addition, future funding shall not be anticipated from the Department beyond the duration of the Contract with the

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Provider Agency and in no event shall the Contract be construed as a commitment by the Department to expend funds beyond the Termination date set therein.

Section 5.13 Collective Bargaining. State and federal law allows employees to organize themselves into a collective bargaining unit.

Funds provided under this Contract shall not be utilized to abridge the rights of employees to organize themselves into a collective bargaining organization or preclude them from negotiating with Provider Agency management. Funds may be utilized for legitimate and reasonable management purposes at the direction of the Provider Agency during the process of collective bargaining organization.

Section 5.14 Independent Employer Status. Employees of Provider Agencies that Contract with the Department of Children and Families are employees of the Provider Agency, not the State.

In accordance with the National Labor Relations Act, 29 U.S.C.A. 152(2) and State law, N.J.S.A. 34:13A-1 *et seq.*, Provider Agencies are independent, private employers with all the rights and obligations of such, and are not political subdivisions of the Department of Children and Families.

As such, the Provider Agency acknowledges that it is an independent Provider, providing services to the Department of Children and Families, typically through a contract-for-services agreement. As independent contractors, Provider Agencies are responsible for the organization's overall functions that include the overseeing and monitoring of its operations, establishing the salary and benefit levels of its employees, and handling all personnel matters as the employer of its workers. This is also inclusive of any travel allocations the Provider Employee pays to its employees.

The Provider Agency acknowledges its relationship with its employees as that of employer. While the Department has an adjunct role with Provider Agencies through regulatory oversight and ensuring contractual performance, the Provider understands that the Department is not the employer of a Provider Agency's employees.

The Provider Agency further acknowledges that while the Department reimburses Provider Agencies for all allowable costs under the Contract, this funding mechanism does not translate into the Department being responsible for any of the elements of any collective bargaining agreements into which Provider Agencies may enter. Moreover, each Provider Agency understands that it is responsible for funding its own programs and is not limited to the amount of funding provided by the Department, and, in fact, is encouraged to solicit non-State sources of funding, whenever possible.

Section 5.15 Executive Order No. 189. Executive Order No. 189 establishes the expected standard of responsibility for all parties that enter into a Contract with the State of New

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

Jersey. All such parties must meet a standard of responsibility that assures the State and its citizens that such parties will compete and perform honestly in their dealings with the State and avoid conflicts of interest.

In compliance with Paragraph 3 of Executive Order No. 189, no Provider Agency shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e, in the Department of the Treasury or any other agency with which such Provider Agency transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i, of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

The solicitation of any fee, commission, compensation, gift, gratuity, or other thing of value by any State officer or employee or special State officer or employee from any Provider Agency shall be reported in writing forthwith by the Provider Agency to the Attorney General and the Executive Commission on Ethical Standards.

No Provider Agency may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Provider Agency to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

No Provider Agency shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

No Provider Agency shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Provider Agency or any other person.

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DEPARTMENT OF CHILDREN AND FAMILIES**

The provisions cited above shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with Provider Agencies under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate.

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

CONTRACT SIGNATURES AND DATES

The terms of this Contract have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Contract set forth on the preceding pages in Articles I through Article V, and any related Annexes.

This Contract contains 17 pages and is the entire agreement of the parties. Oral evidence tending to contradict, amend or supplement the Contract is inadmissible; the parties having made the Contract as the final and complete expression of their agreement.

BY: _____
(Signature)

Robert M. Damminger

(Type)

TITLE: Freeholder Director

(Type)

PROVIDER AGENCY: G.C. Board of Chosen
Freeholders

DATE: 12/05/2018

Contract Effective Date: January 1, 2019

Contract Expiration Date: December 31, 2019

Contract Number: 18OEHR

Contract Ceiling: \$38,442.00

Federal ID#: 21-6000660

Provider Contact Individual: Calvin D. Mc Farland Jr.

BY: _____
(Signature)

(Type)

TITLE: Business Manager

(Type)

DEPARTMENTAL COMPONENT: _____

DATE: _____

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

Contract Number: 19OEHR
Contract Period: 1/1/2019-12/31/2019

ANNEX A

I. Please indicate which Division/Office the Contract is being awarded through:

- DIVISION OF CHILDREN'S SYSTEM OF CARE (formerly DCBHS)
- DIVISION OF FAMILY AND COMMUNITY PARTNERSHIPS (formerly DPCP)
- DIVISION OF CHILD PROTECTION AND PERMANENCY (formerly DYFS)
- DIVISION ON WOMEN (DOW)
- TRAINING ACADEMY
- OFFICE OF COMMUNICATION AND PUBLIC AFFAIRS
- OFFICE OF EDUCATION
- OFFICE OF ADOLESCENT SERVICES

II. Please list all programs that are funded through this contract (attach sheet if more than 20 programs):

- | | |
|--|-----------|
| 1. <u>Childrens Interagency Coordinating Council</u> | 11. _____ |
| 2. _____ | 12. _____ |
| 3. _____ | 13. _____ |
| 4. _____ | 14. _____ |
| 5. _____ | 15. _____ |
| 6. _____ | 16. _____ |
| 7. _____ | 17. _____ |
| 8. _____ | 18. _____ |
| 9. _____ | 19. _____ |
| 10. _____ | 20. _____ |

Note: Each program must have its own Section 2 which includes the following:

- Section 2.1 Program Name and Service Delivery Information**
(Please Note: Effective 9/2011 this section of the Annex A has been removed from the package to facilitate the DCF Resource Directory. Section 2.1 will be provided by DCF Contract Administrators)
- Section 2.2 Program Description**
- Section 2.3 Service Outcomes & Performance Measures**
- Section 2.4 Personnel Information Sheet**
- Section 2.5 Level of Service Form**

ANNEX A

**GENERAL
CONTRACT
INFORMATION**

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

CONTRACT SUMMARY SHEET

Provider Agency G.C. Board Of Chosen Freeholders **Contract #** 19OEHR
Mailing Address P.O. Box 337 **Federal ID** 21-6000660
Woodbury, New Jersey
08096
Telephone 856 - 853 -3391
Provider Agency Fiscal Year End 12/31/2019

Contract Effective Date 01/01/2019 **to** 12/31/2019 **Contract Ceiling** \$38,442.00

Organization Type County
Municipal (i.e. School)
Private, Non-Profit
Private, For-Profit % Indicate % of profit charged towards contract
Faith-Based
Hospital-Based

Chief Executive Robert M.Damminger
Title Freeholder Director
Mailing Address P.O. Box 337
Woodbury, New Jersey
08096
Telephone Number 856 - 853 - 3390
Fax Number 856 - 853 - 8530
E-Mail Address rdamminger@co.gloucester.nj.us

All notices relevant to this contract should be sent to:

Name & Title Lisa A. Cerny, Director
Mailing Address 115 Budd Boulevard
Route 45 & Budd Boulevard
Woodbury, Nj 08096
Telephone Number 856 - 384 - 6870
Fax Number 856 - 384 - 0207
E-Mail Address lcerny@co.gloucester.nj.us

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

INSTRUCTIONS FOR COMPLETING THE CONTRACT PACKAGE

The Annex A is an important part of your contract because it describes your program and emphasizes the impact you and your staff are trying to make on service recipients. It also serves as the basis for evaluation and planning.

It is in our mutual interest to have an Annex A that clearly and concisely communicates key information about your program.

The Annex A and Annex B / Annex B2 must be consistent in the information presented.

Do not include organizational tabs, dividers or separation sheets.

Refer to the renewal/award letter for any additional documents and information required to complete the Annex A.

Enter the contract identification number assigned to your contract in the Award or Renewal Letter where requested.

Contract Summary Sheet

Provider Agency: Enter the legal name of the Managing Agency. This is the name that will identify your contract on all correspondence and reporting documents.

Contract Number: Enter the Contract Number as stated in the contract Award or Renewal Letter.

Mailing Address: Enter the mailing address of the Managing Agency

Federal Identification Number: Enter the Federal Identification Number assigned to the Managing Agency.

Telephone Number: Enter the area code and telephone number of the Managing Agency.

Provider Agency Fiscal Year: Enter the provider agency's fiscal year.

Contract Effective Dates: Enter the contract start and end dates as indicated in the Renewal Letter.

Contract Ceiling: Enter the dollar amount of the contract ceiling as stated in the Renewal Letter.

Organization Type: Check the type of organization entering into the contract.

Chief Executive Officer: Enter the name of the person responsible for all contract operations as designated by a resolution of the governing body.

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Title: Enter the title of the Chief Executive Officer of the Managing Agency.

Enter the mailing address, telephone number, fax number, and e-mail address of the Chief Executive Officer of the Managing Agency.

All notices relevant to this contract should be sent to: Enter the name, title, mailing address, area code and telephone number, fax number and e-mail address of the person identified at the Managing Agency to receive contract materials

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
STANDARDIZED BOARD RESOLUTION FORM**

The Board endorses the following commitments as defined in this document:

1. Health Insurance Portability and Accountability Act (HIPAA)*

Specific to HIPAA (Health Insurance Portability and Accountability Act), the above noted Provider Agency is either (check one):

- A. A covered entity (as defined in 45 CFR 160.103)
- B. A non-covered entity and has executed a DCF Business Associate Agreement (BAA) last dated _____.
- C. A non-covered entity that will not be receiving or sharing personal health information.

Once executed, the BAA will be included in the Department's official contract file. The BAA *will be considered applicable indefinitely* unless there is a change in the Provider Agency's status, information or the content of the BAA, in which case it is the responsibility of the contracted Provider Agency to revise the BAA.

The Board agrees to notify the Department of *any change* in its BAA Status and provide the appropriate information within 10 business days.

* **NOTE: This section does not apply to DCF Office of Education Contracts.**

2. Legal Advice

The Board acknowledges that the Department of Children and Families does not and will not provide legal advice regarding the contract or any facet of its relationship with the Provider Agency. The Board further acknowledges that any and all legal advice must be sought from the Provider Agency's own attorneys and not from the Department of Children and Families.

3. Public Law 2005, Chapter 51

The Board agrees that the Public Law 2005, Chapter 51 (formerly known as Executive Order 134) compliance forms submitted with the contract are accurate.

4. Public Law 2005, Chapter 92

The Board agrees that the Public Law 2005, Chapter 92 (formerly known as Executive Order #129) compliance forms submitted with the contract are accurate.

ANNEX A

SECTION 1

**AGENCY
INFORMATION**

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

SECTION 1

INSTRUCTIONS FOR COMPLETING AGENCY INFORMATION

Section 1.1: Authorized Signatures

Name and Position: Enter the name and position of the person(s) authorized to sign or be responsible for each transaction listed.

Number of Signatures Required: Enter the number of signatures required for each transaction. Those documents that require a specific number have already been entered.

Section 1.2: Agency/Organization Description

Answer and clearly label all questions as outlined.

Section 1.3: Agency Personnel Information

List core staff whose functions and responsibilities extend across the various contracted programs (i.e. Administrative Staff, CFO, CEO, Clinical Director). Staff listed in this section need not be included in Section 2.4 (each program will require listing of personnel dedicated to the identified program).

Example: If agency is contracted for 5 programs, and a social worker works in all of these programs, list this person on the core agency personnel sheet (Section 1.3). If the social worker works in only four out of the five programs, do not include this person on the core agency personnel sheet. This staff person will be listed on each of the four relevant program personnel sheets (Section 2.4) which is part of Section 2.

Column 1: List full-time and part-time positions funded. List the title of each full-time and part-time position in your agency. Do not include maintenance staff.

Columns 2 through 5: Complete the remainder of the form by listing for each position, in the appropriate column, the following information:

- Name of employee
- Work hours
- Qualifications, including any degrees, licenses, certificates, etc. that the employee possesses and which are pertinent to his/her position; and
- The functional job duties of the employee

Note: Staff listed on the personnel information forms (Section 1.3 and Section 2.4) must also be represented on the Annex B budget presentation, when applicable.

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

Contract Number: 19OEHR

Annex A
AUTHORIZED SIGNATURES
Section 1.1

List the names and positions of individuals who are authorized to sign the following documents and indicate the number of persons who are required to sign each transaction.

	Name	Position	# of Signatures Required
Contract	1 Robert M. Damming	Freeholder Director	1
	2		
	3		
Quarterly and Final Financial Reports	1 Tracey Giordano	Treasurer	1
	2 Lisa A. Cerny	G.C. Division Dir. Human & Disability Svs	
	3		
Contract Modification	1 Robert M. Damming	Freeholder Director	1
	2		
	3		
Checks	1 Tracey Giordano	Treasurer	
	2		
	3		
Other Contracts and Agreements	1		
	2		
	3		

Submitted by:

Primary Signatory: Robert M. Damming Title: Freeholder Director

Original Signature: _____ Date: _____

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

Contract Number: 19OEHR

**Annex A
AGENCY/ORGANIZATION DESCRIPTION
Section 1.2**

Provide a brief summary of the organization and its history. Clearly label your answers as outlined below.

1. Summarize the agency's purpose and mission.

- **Indicate long and short term goals**
- **Identify the agency's method for goal measurement**

The Gloucester County Human Services Advisory Council (HSAC) serves in an advisory capacity to the Board of Chosen Freeholders (who appoint its members) and to the New Jersey Department of Children and Families. The advice provided by the HSAC centers around issues relating to planning, development, resource allocation, coordination and the monitoring of human service needs in the county.

In order to fulfill the advisory role to the County and State governments, the HSAC has outlined the following objectives:

- A. Improve Administrative and Service Efficiency
 - 1. Continue the use and the implementation of performance standards in the Management Assistance Program, reviewing all purchase of service contracts.
 - standards in the Management Assistance Program, reviewing all purchase of service contracts.
 - 2. Based on local needs and available resources, influence the use of dollars and said resources to provide the best quality of services possible.
 - 3. Review and comment on human service proposals, attempting to fill gaps in service and promote new and/or innovative services approaches.
 - 4. Use comprehensive planning as a management tool to develop resource allocation plans designed to improve service delivery.
- B. Improved Relationship with the State
 - 1. Improved communication and coordination related to planning, review, policy setting and evaluation.

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DEPARTMENT OF CHILDREN AND FAMILIES**

2. Thru the County Homeless Continuum of Care System oversee the development, implementation and update in accordance with the guidelines and timetables issued by the NJ Departments of Human Services and Community Affairs.

3. Facilitate and participate in planning process regarding the impact of Federal Block Grant policies on State-funded human services in accordance with guidelines issued by the NJ Department of Children.

4. Review and comment on information regarding the State of NJ budget as requested by the NJ Department of Children and Families.

B. Allocation of Resources

1. Through a County based process, develop plans for those funding streams that are designated to go through the Human Services Advisory Council by the NJ Department of Children and Families or its Divisions.

C. Review of Contracts

1. Participate in the annual review of local NJDCF contracts and site reviews of funded agencies, as requested and provide recommendations for their contract renewal or modifications. Participate in the mediation of correction or technical assistance by NJDCF or its Divisions. Follow-up on plan implementation as needed.

2. Describe the agency's progress toward achieving administrative goals from the previous year. Elaborate upon any administrative, programmatic, or fiscal changes from the previous contract period.

The Gloucester County HSAC will work toward achieving its goals and responsibilities through its establishment of the following council objectives:

A. Comprehensive Planning

1. Develop, implement and update the comprehensive Human Services plans pursuant to the guidelines issued by the NJ Department of Children.
2. Thru the County Homeless Continuum of Care System oversee the development, implementation and update in accordance with the guidelines and timetables issued by the NJ Departments of Human Services and Community Affairs.

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

3. Facilitate and participate in planning process regarding the impact of Federal Block Grant polices on State-funded human services in accordance with guidelines issued by the NJ Department of Children.
 4. Review and comment on information regarding the State of NJ budget as requested by the NJ Department of Children and Families.
- B. Allocation of Resources
1. Through a County based process, develop plans for those funding streams that are designated to go through the Human Services Advisory Council by the NJ Department of Children and Families or its Divisions.
- C. Review of Contracts
1. Participate in the annual review of local NJDCF contracts and site reviews of funded agencies, as requested and provide recommended for their contract renewal or modifications. Participate in the mediation of correction or technical assistance by NJDCF or its Divisions. Follow-up on plan implementation as needed.

3. Describe the Agency's self-evaluation process.

- **Identify the tools used**
- **Explain their function in the quality improvement process**
- **Summarize the results of the evaluation from the previous contract period and the changes the agency implemented in response to the findings**

The Gloucester County HSAC will submit a quarterly narrative report which will provide descriptions of activities in comprehensive planning, resource allocation, SSBG contract review and other special initiative/activities up by the HSAC.

The G.C. HSAC will self-evaluate this contract based on Levels of Service (LOS) outlined below as well as information contained on the quarterly narrative reports.

Levels of Service

- A. Planning
1. Review, comment and inform the community about information regarding the State/Federal budgets as requested by the NJ Department of Children and Families.

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

2. If necessary provide an update on implementation of County Priority Populations Plan to NJDCF by July 1 and December 31, 2012.
3. County Homeless Planning: Continue to develop service and funding priorities for Social Services for the Homeless funding based on the assessment and review of services needs and programs recommended by Council.
4. Educate agencies, consumers, and the general community, on the Department's initiatives in the community.
5. Participate in the development of the reauthorization of N.J.A.C. 10:2 State Regulations.

B. Resource Allocation

Develop, submit and implementation plans for program development or funding reallocations or efficiencies as requested by the State of NJ Departments or their Divisions, or as deemed necessary by the county in coordination with NJDCF and in accordance with the N.J. Administrative Code 10:2(b)

C. Resource Information

Ensure availability, accessibility and periodic updates of a comprehensive human directory of programs and services for residents of the county. This may include electronic documents, websites, pamphlets, flyers, etc.

D. Contract Review

Participate in the annual review of local NJDCF contracts and site reviews of funded agencies, as requested and provide recommendations for their contract renewal or modification. Participation in the mediation of correction or technical assistance by the NJDCF or its Division, Follow up on plan implementation as needed.

4. Provide a brief description of the agency's most significant accomplishment to date.

Submission of the 2018 G.C. Homelessness Continuum of Care Application to US. Department of Housing and Urban Development.

Completion of the 2017 Annual Homelessness Assessment Report for US

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

Department of Housing and Urban Development.

Submission of the 2017-2018 Spending Plan for The Emergency Food and Shelter Grant to the Federal Emergency Management Agency.

Completion of the 2018 Point in Time Homelessness Survey.

On Going monitoring and contract review of County SSBG, Social Services for the Homeless and Emergency Food and Shelter Grant contracts for CY 2017.

Yearly update of the G.C. Teen Services Guide thru the G.C. Commission on Missing and Abused Children.

Development of funding and contract recommendations for the FY2018 Social Services for the Homeless Grant

5. Explain how the agency collaborates and/or networks with other public and private agencies to serve children and families in the community. Elaborate upon agency outreach efforts.

The G.C. HSAC members and staff are involved with various state and local boards and commissions. Some of the local boards are staffed by fellow employees within The G.C. Department of Human Services. This allows the G.C. HSAC to act as a informational forum on issues of concern to our residents.

Topics can be discussed and information used to educate our local, state and federal legislators of the human services needs within the county.

6. Identify any inter-agency agreements regarding the acceptance of referrals and discharge planning, with respect to the continuum of care. Please include copies of any consultant agreements and/or copies of subcontracts.

None at this time

7. Cite any staffing patterns, environmental accommodations, and practices employed by the agency that reflect an appreciation and respect for the needs and diversity of the customers served.

The HSACs membership is based on the social, racial and economic make up of the County of Gloucester. Meetings are held in handicapped accessible locations. Advertised in accordance with the Sun Shine regulations and operated in accordance with Roberts Rules of order.

8. Describe the agency's approach to staff training and development.

NA

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

**Annex A
CORE AGENCY PERSONNEL INFORMATION
Section 1.3**

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO		
<input type="checkbox"/> FT <input type="checkbox"/> PT						
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<input type="checkbox"/> FT <input type="checkbox"/> PT						
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**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

**Annex A
CORE AGENCY PERSONNEL INFORMATION
Section 1.3**

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO		
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STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

ANNEX A

SECTION 2

**PROGRAM
INFORMATION**

*The following sections must be completed for
each contract component/program*

*Please be advised that additional requirements or stipulations may
be necessary and will be forwarded to you, as applicable, by the
DCF Office of Contract Administration*

*(Please Note: Effective 9/2011 Section 2.1 of the Annex A has been removed from the
package to facilitate the DCF Resource Directory. This section of the Annex A will be
provided to you for completion by DCF Contract Administrators)*

**Annex A
SECTION 2**

**INSTRUCTIONS FOR COMPLETING
PROGRAM DESCRIPTION AND SERVICE DELIVERY INFORMATION**

One set of Section 2 documents is completed for each contracted program/component. Make additional copies as necessary. Each section may also be downloaded from the Office of Contract Administration website at www.nj.gov/dcf and clicking on the link to "Contract and RFP Information".

Section 2.1: Program Name and Service Delivery Information

Effective 9/1/2011, Section 2.1 has been removed from the Standardized Annex A. DCF has reformatted Section 2.1 in order to facilitate the establishment and ongoing maintenance of a DCF Resource Directory. Your DCF Contract Administrator will email a partially completed Section 2.1 for each contract component at the time of contract renewal. The Section 2.1 form is still a required document and a part of a complete Annex A submission. Please remember to email the completed Section 2.1 to your Contract Administrator(s) as part of your Annex A submission(s).

Section 2.2: Program Description

Answer and clearly label all questions as outlined.

Note: Questions asked may not be all inclusive. You will be notified of any other Required Program Description and Deliverables for your specific program, as applicable, to complete your contract package.

Section 2.3: Performance Outcomes

This section should be negotiated with the managing Contract Office and program staff, where applicable, prior to inclusion in the contract package.

Section 2.4: Program Personnel Information Sheet

Note: If the agency is contracted to provide 5 programs, and a social worker works in all of these programs, list this person on the Core Agency Personnel sheet (Section 1.3). If the social worker works in only four out of the five programs, do not include this person on the Core Agency Personnel sheet. This staff person will be listed on each of the four relevant program personnel sheets (Section 2.4) which is part of Section 2.

Column 1: List all full-time and part-time positions dedicated to and funded by **each program**. List the title of each full-time and part-time position in your agency. Check appropriate box.

Columns 2 through 5: Complete the remainder of the form by listing for each position, in the appropriate column, the following information:

- Name of employee

- Work hours (general-not specific to program)
- Indicate percentage of employee's compensated time that is dedicated to the program
(*Example: If the employee is a social worker who works for 4 of the 5 agency's funded programs, then the employee's time should be apportioned, as such*)
- Qualifications, including degrees, licenses, certificates, etc. that the employee possesses and which are pertinent to his/her position; and
- The functional job duties of the employee

Note: Staff listed on the personnel information forms (Section 1.3 and Section 2.4) must also be represented on the Annex B budget presentation, when applicable.

Section 2.5: Level of Service Form

A monthly contracted level of service chart is to be completed for each program/component, if applicable. One program might require several LOS forms to be completed which can be downloaded from the website. This will be indicated to you by the Contract Administrator and/or in the renewal/award letter.

The information on this form is usually utilized as a reference/source document when completing reporting forms during the contract term, when required by DCF.

Service Type: Per service dictionary, contact your contract administrator (i.e. individual counseling, residential placement, legal assistance, transportation)

Description of Unit Measurement: Indicate what is being used as the measurement for monthly Contracted Level of Service (CLOS), (i.e. beds, rides, sessions, hours)

Number of Contracted Slots/Units: Numbers should reflect unduplicated service counts. Unduplicated service counts refers to the practice of counting a customer receiving services only once within a service cycle.

Refer to Annex B2 and or Renewal/Award Letter for this number. (i.e. # of beds, # of rides, # of sessions, # of hours)

Annualized Units: Equivalent to the Annual Total under Column 3 on chart

Column 1: Select Month from drop down menu. Month 1 should reflect 1st month of Contract.

Column 2: Indicate Actual Number of Expected Days of Service or Units Per Month.

Column 3: Indicate total Contracted LOS per month, this could be 'Days of Service' multiplied by Number of Contracted Slots/Units per month or equivalent to number listed in Column 2.

Annual Totals: This number will equal the annualized number of units to be contracted per program type.

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

**Annex A
CORE AGENCY PERSONNEL INFORMATION
Section 1.3**

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO		
<input type="checkbox"/> FT <input type="checkbox"/> PT						
<input type="checkbox"/> FT <input type="checkbox"/> PT						
<input type="checkbox"/> FT <input type="checkbox"/> PT						
<input type="checkbox"/> FT <input type="checkbox"/> PT						
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<input type="checkbox"/> FT <input type="checkbox"/> PT						
<input type="checkbox"/> FT <input type="checkbox"/> PT						

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

**Annex A
CORE AGENCY PERSONNEL INFORMATION
Section 1.3**

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO		
<input type="checkbox"/> FT <input type="checkbox"/> PT						
<input type="checkbox"/> FT <input type="checkbox"/> PT						
<input type="checkbox"/> FT <input type="checkbox"/> PT						
<input type="checkbox"/> FT <input type="checkbox"/> PT						
<input type="checkbox"/> FT <input type="checkbox"/> PT						
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<input type="checkbox"/> FT <input type="checkbox"/> PT						
<input type="checkbox"/> FT <input type="checkbox"/> PT						

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A
PROGRAM DESCRIPTION
Section 2.2

Program Name: Childrens Interagency Coordinating Council - Ciacc

Please note that additional information/addenda may be required in order to complete the contract package. Any specific requirements/stipulations pertaining to the program will be forwarded as applicable.

Label all answers clearly as outlined below:

1. Provide a brief description of the program/component and its purpose. The description should reflect the goals and services set forth in the initial RFP and any changes that may have resulted from negotiations.

The Childrens InterAgency Coordinating Council provides a forum to develop, review, redirect and discuss the local system of care services for children with social, emotional and behavioral challenges. Providing information to county government and the State of NJ on the needs facing our community in County of Gloucester.

2. Identify the target population served by this program/component (i.e. individuals who have been unemployed for the past 6-12 months).
 - Provide a brief outline or snapshot of the characteristics, needs, and current circumstances of the population the program intends to serve.
 - Explain how these customers are distinct in any way from the general population. It is generally viewed as a sign of strength when a program is able to identify the population that will benefit the most from the services provided.

The CIACC serves as a mechanism that advocates for a responsive, accessible and integrated system of care for children ages 0 to 18 years, who are challenged by an emotional and/or behavioral diagnosis and their families and for young adults, ages 18 to 21 years who are moving to the adult system of care.

3. Detail what the program intends to address through service delivery. State the results the program intends to achieve.

The CIACC provides a forum to:

Advise the State of NJ and County Government of the local needs of children with emotional and/or behavioral diagnosis.

Provide the County with multi-disciplinary approach to review and discuss the system of services for children with special emotional and behavioral needs.

Identify barriers to effective services and seek services solutions and make appropriate recommendations on programs and policies effecting these children

4. Describe the program approach and method of service delivery.

CIACC does not provide direct services.

5. Detail how customers access services.

- **Cite any physical limitations that might preclude program admission or referral acceptance**
- **Indicate specific documents needed for referrals, when applicable**
- **Discuss referral procedures and discharge planning with respect to the continuum of care**
- **Cite negative and planned discharge procedures**

CIACC does not provide direct services

6. Describe the neighborhood(s) and the building(s) where each program site(s) is located. Detail accessibility to mass transportation. Identify the program catchment area.

Not Applicable

7. Detail the program's emergency procedures. Provide any after-hours telephone numbers, emergency contacts, and special instructions.

Not Applicable

8. Provide the total number of unduplicated customers served in the previous contract period for each of the contracted programs. Unduplicated customers refers to the practice of counting a customer receiving services only once within a service cycle.

- **Indicate the number of unduplicated customers achieving results.**
- **Indicate how the information was captured and measured.**

Not Applicable

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A
SERVICE OUTCOMES
Section 2.3

Program Name: Children Inter Agency Coordinating Council

For each program component please identify goals, objectives, activities, outcomes, supporting documentation and reporting timeframes using the following definitions and template:

GOALS:

Goals articulate the desired results or end point that DCF expects will be achieved through the provision of contracted services. Goal statements speak to the overarching impact that services will have on recipients over a period of time that may reach beyond the contract term.

OBJECTIVES:

Objectives define services in qualitative terms. They detail the purpose of program activities and impart a clear understanding of contracted services. Objectives are short term milestones to be achieved during the contract period; they are easy to understand, specific, attainable and they reflect the overarching goals of the program component.

SERVICE ACTIVITIES:

Service Activities specify the tasks performed to achieve the identified goals and objectives. They reflect program operations and functionally define contracted services. All service activities are tangible, observable and measurable.

OUTCOMES:

Outcomes quantify the program's impact on the target population. They are tied directly to program goals rather than to each objective or service activity. Benchmarks are established to indicate successful program performance in achieving the specified goals. Outcomes may be attainable during the contract period or it may be necessary to track impact data at intervals that extend beyond the contract term (i.e. follow-up data obtained 1 year post discharge).

REPORTING:

This section is still under development and should remain blank

SUPPORTING DOCUMENTATION:

Supporting documentation refers to any source documents, records or data that reasonably prove or verify outcome reporting. Supporting documentation is retained on file and available for inspection as part of contract monitoring and auditing procedures.

Program Name: Children Inter Agency Coordinating Council

Annex A
SERVICE OUTCOMES
Section 2.3

GOALS	OBJECTIVES	SERVICE ACTIVITIES	OUTCOMES	REPORTING	SUPPORTING DOCUMENTATION
To plan and coordinate the Childrens System of Care	Provide a method for coordination of the childrens system of care	4 county CIACC meetings	To maintain a forum to develop, review, redirect and discuss the local system of care serTo maintain a forum to develop, review, redirect and discuss the local system of care services for children with social, emotional and behavioral challenges. Providing information to county government and the State of NJ on the needs facing our community in County of Gloucester.v	na	na
	Increased services collaboration among services providers	Tri County CIACC meetings and Assessment of Needs	To maintain a forum to develop, review, redirect and discuss the local system of care serTo maintain a forum to develop, review, redirect and discuss the local system of care services for children with social, emotional and behavioral challenges. Providing information to county government and the State of NJ on the needs facing our community in County of Gloucester.v	na	na

GOALS	OBJECTIVES	SERVICE ACTIVITIES	OUTCOMES	REPORTING	SUPPORTING DOCUMENTATION

GOALS	OBJECTIVES	SERVICE ACTIVITIES	OUTCOMES	REPORTING	SUPPORTING DOCUMENTATION



**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

**Annex A
LEVEL OF SERVICE
Section 2.5**

Program/Component Name: Ciacc
Service Type: Administration/Planning
Description of Unit Measurement: Planning
Number of Contracted Slots/Units:
Number of Annualized Units:

Numbers should reflect unduplicated service counts

	1	2	3
	MONTH	MONTHLY SERVICE DAYS OR UNITS	MONTHLY CONTRACT LOS
1	January	0	0
2	February	0	0
3	March	0	0
4	April	0	0
5	May	0	0
6	June	0	0
7	July	0	0
8	August	0	0
9	September	0	0
10	October	0	0
11	November	0	0
12	December	0	0
	ANNUAL TOTALS	0	0

G-2

RESOLUTION AUTHORIZING A GRANT APPLICATION AND AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES FOR THE 2019 SOCIAL SERVICES HOMELESS GRANT FOR A TOTAL AMOUNT OF \$402,079.00

WHEREAS, the County of Gloucester desires to submit a Grant application and enter into an Agreement with the New Jersey Department of Human Services for the FY 2019 Social Services for the Homeless Grant for services to residents who are homeless or at risk for homelessness; and

WHEREAS, this grant provides a total of \$402,079.00 in funds which consists of \$332,720.00 in funding for low income residents who are ineligible for general assistance and \$69,359.00 in funding for families eligible but not receiving Temporary Assistance to Needy Families (TANF) Funding; and

WHEREAS, the following applicable funds have been appropriated for the grant period from January 1, 2019 to December 31, 2019:

2019 Social Services – State	\$ 332,720.00
2019 Social Services – TANF	\$ 69,359.00
Total	\$ 402,079.00

WHEREAS, the Gloucester County Department of Health and Human Services has reviewed all data supplied in the application and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and attachments is true and correct.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board of Chosen Freeholders is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to the grant application referenced hereinabove, the resulting agreement and any other documents necessary at this time to carry out the objectives of this resolution; and

BE IT FURTHER RESOLVED, that the Board of Chosen Freeholders hereby confirms that the County shall comply with all applicable regulations of the granting authority, provide any necessary assurances as may be required, and designate the County Department of Health & Human Services with the responsibility for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 5, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAUIRE J. BURNS, CLERK OF THE BOARD

GRANT REQUEST FORM

DATE: 11/02/2018

1. TYPE OF GRANT
 NEW GRANT X RENEWAL
2. GRANT TITLE: FY 2019 SOCIAL SERVICES FOR THE HOMELESS - STATE
3. GRANT TERM: FROM: 01/01/2019 TO: 12/31/2019
4. DATE APPLICATION DUE TO GRANTOR: 12/15/2018
5. CFDA NUMBER: 93.558
6. STATE GRANT NUMBER: SH19008
7. COUNTY DEPARTMENT: G.C. HEALTH AND HUMAN SERVICES
8. DEPT. CONTRACT PERSON & PHONE NO. Calvin D. McFarland Jr. 384-6878
9. NAME OF FUNDING AGENCY: NJDHS/DIV OF FAMILY DEVELOPMENT
10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Funding to provide shelter, emergency food, prevention, case management and 24 hour response to homeless and at risk of homelessness residents and families who are not eligible for (GA, TANF OR WORKFIRST NJ) emergency assist.
11. DID YOU READ THE GRANT AND UNDERSTAND ITS TERMS? YES
12. INDIRECT COST (IC) RATE 15.77 %
13. IC CHARGED TO GRANT : \$0
14. FINANCIAL:

	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	\$ <u>332,720.00</u>	
CASH MATCH	\$ <u>0</u>	
IN-KIND MATCH	\$ <u>0</u>	
(Attached Documentation)		(Attach Documentation)
TOTAL PROGRAM BUDGET	\$ <u>332,720.00</u>	

BUDGET AMENDMENT FORM

DATE: 11/02/2018

1. GRANT TITLE: FY 2019 SOCIAL SERVICES FOR THE HOMELESS-STATE
 2. DEPARTMENT: HUMAN SERVICES -NJDFD
 3. FUNDING AGENCY CONTACT PERSON: Jennie Goodman
 4. FUNDING AGENCY PHONE NUMBER: 609-588-6287
 5. GRANT AMOUNT: \$ 332,720.00
 6. A. CASH MATCH AMOUNT: \$ _____
(Attach mandated documentation)
 - B. IN-KIND MATCH: \$ _____
 - C. MODIFICATION AMOUNT: \$ _____
 - D. NEW TOTAL: \$332,720.00
 8. CONTRACT PERIOD: FROM: 01/01/2019 TO: 12/31/2019
 9. HOW DOES COUNTY RECEIVE PAYMENT?:
MONTHLY: _____
QUARTERLY: X _____
END OF CONTRACT: _____
ADVANCE: _____
OTHER (EXPLAIN): _____
 10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES ___ NO ___
ARE THEY MONTHLY ___ QUARTERLY X END OF CONTRACT ___
LIST DATES REPORTS ARE DUE: 04/01/19, 07/01/19, 10/01/19
01/01/20
-

11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES X NO _____
(IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S)

12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES X NO _____
EXPLAIN: _____

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: Funding to provide shelter, emergency food, prevention, case management, and 24 hour response to homeless and at risk of homelessness, low income residents that are ineligible for general assistance

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL?
YES _____ NO X

DEPARTMENT HEAD: *Jim A. Gray*
Signature:
DATE: 11/19/18

- ***WHEN SUBMITTING A BUDGET AMENDMENT REQUEST PLEASE INCLUDE:
- COMMITMENT LETTER
 - SIGNED CONTRACT AGREEMENT AS SOON AS IT IS AVAILABLE
 - BUDGET PAGE C-2 WITH EXPLANATIONS

*ONLY ONE HARD COPY OF THE BUDGET AMENDMENT REQUEST IS REQUIRED

**2019 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS**

2019 Budget

FY 2019 Social Services for the Homeless

**These funds are used to provide services to residents who are ineligible for
Work First New Jersey ((GA) General Assistance, (TANF) Temporary Assistance
for Needy Families) Emergency Assistance.**

(STATE FUNDS)

101	Salaries & Wages	\$25,650.00
299	Outside Services Provides Emergency Food, Emergency Shelter Case Management, Prevention and 24 Hour Response services.	\$307,070.00

Form C-2

Department _____

Department Code _____
Submission Date _____
Revision Date _____

Department: HUMAN AND DISABILITY SERVICES

Grant Title: 2019 SOCIAL SERVICES FOR THE HOMELESS - STATE

Salary and Wages Detail

List all Employees within the program

insert more lines if necessary

Highlighted cells are formulas and should not be changed

Fringe

Update the fringe rate if necessary

2018 Fringe is 60.40% for PERS and 69.18% for Police and Fire

Name	Title	Salary	Fringe	Grant Funds	County Funds	Total Funds
Calvin Mc Farland jr	Senior Prg Analyst	\$ 85,257	60.40%	\$ 51,495.23	\$ 25,650.00	\$ 111,102.23
Employee Name	Employee Title	\$ -	60.40%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	60.40%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	60.40%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	60.40%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	60.40%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	60.40%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	60.40%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	60.40%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	60.40%	\$ -	\$ -	\$ -
		\$ 85,257		\$ 51,495	\$ 25,650	\$ 111,102
		(a)	(c)			

Other Expenses	Grant Funds	County Funds	Total OE
299	\$ 307,070.00	\$ -	\$ 307,070.00
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
	\$ 307,070.00	\$ -	\$ 307,070.00
			(b)

Total Program Cost	Grant	County	Total
	\$ 332,720.00	\$ 111,102	\$ 443,822.23
	(e)	(f)	(d)

Grant Funding History

	New	15-XXX	14-XXX	13-XXX	12-XXX
S&W, Fringe	\$ 25,650.00	\$ 13,435.00	\$ 13,435.00	\$ 13,435.00	\$ 13,435.00
OE	\$ 307,070.00	\$ 268,708.00	\$ 268,708.00	\$ 268,708.00	\$ 268,708.00
	\$ 332,720.00	\$ 282,143.00	\$ 282,143.00	\$ 282,143.00	\$ 282,143.00

BUDGET AMENDMENT FORM

DATE: 11/09/2018

1. GRANT TITLE: FY 2019 SOCIAL SERVICES FOR THE HOMELESS-TANF

2. DEPARTMENT: HUMAN SERVICES -NJDFD

3. FUNDING AGENCY CONTACT PERSON: Jennie Goodman

4. FUNDING AGENCY PHONE NUMBER: 609-588-6287

5. GRANT AMOUNT: \$ 69,359.00

6. A. CASH MATCH AMOUNT: \$ _____
(Attach mandated documentation)

B. IN-KIND MATCH: \$ _____

C. MODIFICATION AMOUNT: \$ _____

D. NEW TOTAL: \$ 69,359.00

8. CONTRACT PERIOD: FROM: 01/01/2019 TO: 12/31/2019

9. HOW DOES COUNTY RECEIVE PAYMENT?:

MONTHLY: _____
QUARTERLY: X _____
END OF CONTRACT: _____
ADVANCE: _____
OTHER (EXPLAIN): _____

10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES ___ NO ___
ARE THEY MONTHLY ___ QUARTERLY X END OF CONTRACT ___

LIST DATES REPORTS ARE DUE: 01/01/20, 04/01/19, 07/01/19
10/01/19

11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES X NO _____
 (IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S)
12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES X NO _____
 EXPLAIN: _____

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: Funding to provide shelter, emergency food, prevention, case management, and 24 hour response to homeless and at risk of homelessness. low income residents that are eligible for Temporary Assistance to Needed Families (TANF) But not receiving TANF.
14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL?
 YES _____ NO X

DEPARTMENT HEAD: 
 Signature

DATE: 11/19/18

***WHEN SUBMITTING A BUDGET AMENDMENT REQUEST PLEASE INCLUDE:

- COMMITMENT LETTER
- SIGNED CONTRACT AGREEMENT AS SOON AS IT IS AVAILABLE
- BUDGET PAGE C-2 WITH EXPLANATIONS

*ONLY ONE HARD COPY OF THE BUDGET AMENDMENT REQUEST IS REQUIRED

**2019 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS**

**2019 Budget
2019 Social Services for the Homeless
(TANF FUNDS)**

These funds are used to provide services to residents who are eligible for Temporary Assistance to Need Families(TANF) but who have exhausted their Emergency Assistance thru no fault of their own and are not in sanction or have had their case closed due to sanction.

101	Salaries	\$6,305.00
299	Outside Services Provides Emergency Food, Emergency Shelter Case Management, Prevention and 24 Hour Response services.	\$63,054.00

Department _____

Form C-2
Department Code _____
Submission Date _____
Revision Date _____

Department: Human And Disability Services
Grant Title: FY 2019 Social Services for the Homeless TANF

Salary and Wages Detail

List all Employees within the program
 insert more lines if necessary
 Highlighted cells are formulas and should not be changed

Fringe

Update the fringe rate if necessary
 2018 Fringe is 60.40% for PERS and 69.18% for Police and Fire

Name	Title			Fringe	Grant Funds	County Funds	Total Funds
Calvin Mc Farland jr	Sr Program Alyst	\$85,257.00	60.40%	\$ 51,495.23	\$ 6,305.00	\$ 130,447.23	\$ 136,752.23
Employee Name	Employee Title		60.40%	\$ -		\$ -	\$ -
Employee Name	Employee Title		60.40%	\$ -		\$ -	\$ -
Employee Name	Employee Title		60.40%	\$ -		\$ -	\$ -
Employee Name	Employee Title		60.40%	\$ -		\$ -	\$ -
Employee Name	Employee Title		60.40%	\$ -		\$ -	\$ -
Employee Name	Employee Title		60.40%	\$ -		\$ -	\$ -
Employee Name	Employee Title		60.40%	\$ -		\$ -	\$ -
Employee Name	Employee Title		60.40%	\$ -		\$ -	\$ -
Employee Name	Employee Title		60.40%	\$ -		\$ -	\$ -
		\$85,257.00		\$ 51,495	\$ 6,305	\$ 130,447	\$ 136,752
		(a)		(c)			

Other Expenses	Grant Funds	County Funds	Total OE
299	\$ 63,054.00		\$ 63,054.00
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #		\$ -	\$ -
Account Line Item #		\$ -	\$ -
Account Line Item #		\$ -	\$ -
Account Line Item #		\$ -	\$ -
Account Line Item #		\$ -	\$ -
Account Line Item #		\$ -	\$ -
Account Line Item #		\$ -	\$ -
Account Line Item #		\$ -	\$ -
	\$ 63,054.00	\$ -	\$ 63,054.00

(b)

	Grant	County	Total
Total Program Cost	\$ 69,359.00	\$ 130,447	\$ 199,806.23
	(e)	(f)	(d)

Grant Funding History

	New	15-XXX	14-XXX	13-XXX	12-XXX
S&W, Fringe	\$ 6,305.00	\$ 3,303.00	\$ 3,303.00		
OE	\$ 63,054.00	\$ 66,056.00	\$ 66,056.00		
	\$ 69,359.00	\$ 69,359.00	\$ 69,359.00	\$ -	\$ -



State of New Jersey

DEPARTMENT OF HUMAN SERVICES
DIVISION OF FAMILY DEVELOPMENT
PO BOX 716
TRENTON, NJ 08625-0716

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

CAROLE JOHNSON
Commissioner

NATASHA JOHNSON
Director

Dear Provider;

Attached please find the FY19 Contract Allocation Grid. Per the Department of Human Services (DHS) Policy P2.01 Standard Language Document Section 5.12 Sufficiency of Funds. "The Provider Agency shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Contract is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable.

Additionally, the Division of Family Development (DFD) Office of Contract Administration (OCA) has begun a process of contract and program analysis and monitoring that will focus on both the program level of service and expenditures over the last several years. The goal of this analysis and monitoring is to ensure that services are provided as efficiently, effectively, and economically as possible. The outcome of this analysis may result in an increase or decrease in the current and future year's award amount.

We want to remind all providers that DFD will not issue initial advance payments prior to the contract effective date. An initial advance payment will also not be issued before the contract has been signed by both parties. ***Additionally automatic advance payments will no longer be given upon contract approval.*** Per DHS Policy, P4.10 ***requests for advance payments must be submitted in writing***, with sufficient justification, and must be included in the renewal package submitted to dfdcontracts@dhs.state.nj.us Upon written request advance payments may be approved up to ¼ of the reimbursable contract ceiling once the contract is approved. Additional quarterly payments will be released based on a review of the quarterly expenditure reports and may include prior years balance due to DFD from contract closeout, if any.

Please remember that DFD OCA has moved to an electronic document submission process. All contract documents should be emailed to dfdcontracts@dhs.state.nj.us with a copy to your DFD Contract Administrator. Please post either "Renewal" in the subject for all contract renewal documents, "Modification" in the subject line for all contract modification documents or "Reports" in the subject line for all reports, including expenditure and Level of Service (LOS) reports. If files are too large to email please contact your DFD Contract Administrator for information on how to access our new File Transfer Protocol website to securely upload large files directly to the DFD OCA site.

If you have any questions contact your DFD Contract Administrator.

Office of Contract Administration
NJ Division of Family Development
6 Quakerbridge Plaza
Trenton, NJ 08625

Gloucester County

Social Services for the Homeless

FY '19

1/1/2019 thru 12/31/2019

	Client Services	Admin	Total
State SSH	\$302,473	\$30,247	\$332,720
TANF	\$63,054	\$6,305	\$69,359
Total	\$365,526	\$36,553	<u>\$402,079</u>

Contract Number	SH 19008
Contract Effective Date	1/1/2019
Contract Expiration Date	12/31/2019
Duns Number	957 362 247
Agency Vendor Number	21-6000660 18
FEIN	1216000928C3
Federal Funding	Department of Health and Human Services, Administration for Children and Families, under the Temporary Assistance for Needy Families (TANF) program.
Amount of Federal Funding	\$69,359
Federal Award Date	7/1/2018
Total Monies this Action	\$98,986,280
Cumulative Award	\$402,701,508
CFDA	93.558
Grant Number	1801 NJTANF
R & D Included in Award	No
Indirect Cost Rate	20%

NJ DIVISION OF FAMILY DEVELOPMENT

FY 19 SSH/HA Contract: Summary Sheet

Provider Agency	<u>County of Gloucester</u>	Contract #	<u>SH19008</u>
Mailing Address	<u>PO Box 337</u>	Federal	<u>21-6000660</u>
	<u>Woodbury, NJ 08096</u>		
Telephone	<u>856-853-3390</u>		
Provider Agency Fiscal Year End	<u>12/31/2018</u>	County	<u>GLOUCESTER</u>
Contract Effective	<u>1/1/19</u> to <u>12/31/19</u>	Contract	<u>\$402,079.00</u>

Organization

County	<input checked="" type="checkbox"/>
Board of Social	<input type="checkbox"/>
CWA	<input type="checkbox"/>

SSH Program

County Official Robert M. Damminger

Title Freeholder Director

Mailing Address PO Box 337
Woodbury, NJ 08096

Telephone 856-853-3390

Fax Number 856-853-3495

E-Mail Address rdamminger@co.gloucester.nj.us

All routine notices relevant to the administration of the program should be sent

Name & Title Calvin Mc Farland Jr Senior Program Analyst

Mailing Address G.C. Division of Human & Disability
115 Budd Boulevard
West Deptford NJ 08096

Telephone 856-384-6878

Fax Number 856-384-0207

E-Mail Address cccccc
cmcfar@co.gloucester.nj.us

Do you currently receive payment by Automatic Deposit (ACH) for this contract?
 Yes No

NJ DIVISION OF FAMILY DEVELOPMENT

FY 19 SSH/HA Contract: Authorized Signatures

List names and positions of persons authorized to sign the following and number of persons required to sign each transaction.

	Name/Address	Position	# of Signatures Required
Contract	Robert Damminger	Freeholder Director	1
Quarterly and Final Financial Reports	Tracey Giordano	Treasurer	1
	Lisa A. Cerny	Dir. G.C. Div. of Human & Dis Sv	
Contract Budget Modification	Robert Damminger	Freeholder Director	1
Checks	Tracey Giordano	Treasurer	1
Other Contract Documents: Program Reports			

Note: - Enter Authorized Signatory for the Contract (as authorized by Agency Bylaws or Board Resolution). This is the address where the signed contract and all relevant legal correspondence will be mailed. This should be the individual who signs the SLD (page 23). This may not be the same individual as noted in the Annex A summary sheet. In the event of emergency notification, please include e-mail and fax number.

Contract Signatory	Robert M. Damminger
Title	Freeholder Director
Mailing Address	PO Box 337
	Woodbury, NJ 08096
Telephone Number	856-853-3390
Fax Number	856-853-3495
E-Mail Address	rdamminger@co.gloucester.nj.us

NJ DIVISION OF FAMILY DEVELOPMENT

FY 19 SSH/HA Contract: Service Delivery Information

Program Name: G.C. Div. of Human Services
Site Address: 115 Budd Boulevard
City, State, and Zip: West Deptford, NJ, 08096
Site Phone Number: 856-384-6870
Program Director/Coordinator: Social Services for the Homeless
Lisa Cerny
Telephone #: 856-384-6870
Fax: 856-384-0207
E-Mail: lcerny@co.gloucester.nj.us

Service will be provided as follows (designate time):

	<u>From</u>	<u>To</u>
Sunday		
Monday	8:30	4:00
Tuesday	8:30	4:00
Wednesday	8:30	4:00
Thursday	8:30	4:00
Friday	8:30	4:00
Saturday		

Services will not be provided on the following occasions: **# Holidays**

<u>Date (s)</u>	<u>Occasion</u>
Jan 1, 2018	New Year' s Day
Jan 15, 2018	Martin Luther King Jr.
Feb 19, 2018	Presidents Day
March 30, 2018	Good Friday
May 28, 2018	Memorial Day
July 4, 2018	Independence Day
Sept 3, 2018	Labor Day
Oct 8, 2018	Columbus Day
Nov 6, 2018	Election Day
Nov 12, 2018	Veterans Day
Nov 22, 2018	Thanksgiving Day
Nov 23, 2018	
Dec 25, 2018	Christmas Day

Emergency Provisions: Describe any special arrangements which have been made to handle emergencies, e.g. voice mail instructions, special telephone numbers etc.:

NJ DIVISION OF FAMILY DEVELOPMENT

FY 19 SSH/HA Contract: Index of Required Contract Documents

CONTRACT ADMINISTRATOR: Jennie Goodman
NAME OF AGENCY: NJ Division of Family Development

CONTRACT NUMBER: SH19008
CONTRACT PERIOD: 01/01/2019 - 12/31/2019

This index provides details of all required documents that must either be included with the contract package (see checklist) or must be available on site for inspections as noted in the Document Verification Sheet (DVS). Forms that are not included in the following pages, can be found by accessing the website at www.state.nj.us/humanservices/dfd/info and clicking on the link for Standard Contract Documents.

Document	Required with first Contract and as Amended	Required Annually and as Amended Checklist	Required for on-site Verification - DVS Form	Check if submitted with package
Contract Documents				
Standard Language Document (SLD) with original signatures (additional copies requested must also have original signature)		2 copies		<input type="checkbox"/>
Annex A (including summary sheet and supporting schedules)		3 copies		<input type="checkbox"/>
Annex B – Budget Form with all required forms, schedules, and signatures and required Budget Narrative.		3 copies		<input type="checkbox"/>
Executive Order 129 (Public Law 2005, Chapter 92) Source Disclosure Certification Form		•		<input type="checkbox"/>
Federal Funding Accountability and Transparency Act (FFATA) Worksheet (if applicable)		•		<input type="checkbox"/>
Certification of Suspension and Debarment		•		<input type="checkbox"/>
Disclosure of Investment Activities in Iran Form		•		<input type="checkbox"/>
Agreements				
Copies of Subcontract/Consultant Agreement(s)		•		<input type="checkbox"/>
Private/Public Donor Agreement (s) for Match Responsibilities		•		<input type="checkbox"/>
HIPAA Business Associate Agreement (BAA)	•		•	<input type="checkbox"/>
A copy of the Acknowledgement of Receipt of the New Jersey State Policy and Procedures for EEO/AA			•	<input type="checkbox"/>
Insurances/Licenses/Certificates				
Liability Insurance Declaration Page and/or Malpractice Insurance		•		<input type="checkbox"/>
Bonding Certificate		•		<input type="checkbox"/>
Applicable Licenses (business and professional licenses)			•	<input type="checkbox"/>
Current Affirmative Action Certificate or copy of renewal application sent to Treasury (AA302 – Affirmative Action Employee Information Report)		•		<input type="checkbox"/>
Health/Fire Certificates, Certificate of Occupancy			•	<input type="checkbox"/>

Page 2	Document	Required with first Contract and as amended	Required Annually and as Amended Checklist	Required for on-site Verification - DVS Form	Check if submitted with package
	Lease or Mortgage for Property and Equipment			•	<input type="checkbox"/>
	Certificate of Incorporation			•	<input type="checkbox"/>
	New Jersey Business Registration Certificate with the Division of Revenue (Public Law 2001, Chapter 134)			•	<input type="checkbox"/>
Documents Required for Non Profit Agencies and as applicable for Profit Agencies					
	Dated List of Names, Titles, Addresses, and Terms of Board of Freeholders or Directors		•		<input type="checkbox"/>
	Copy of the most recently approved Board Minutes			•	<input type="checkbox"/>
	Agency By-Laws			•	<input type="checkbox"/>
	Tax Exempt Certification	•		•	<input type="checkbox"/>
	Form 990 – Return of Organization Exempt From Income Tax			•	<input type="checkbox"/>
Documents Required for Profit Agencies only					
	U.S. Corporation Income Tax Return, Form 1120			•	<input type="checkbox"/>
	Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions (formerly known as Executive Order 134) and copy of NJ Business Registration Certificate (see separate link)		bi-annual		<input type="checkbox"/>
	Ownership Disclosure Form (Chapter 51)		bi-annual		<input type="checkbox"/>
Agency Policies and Organizational Information					
	Organizational Chart		•		<input type="checkbox"/>
	Personnel Manual and Employee Handbook (including job descriptions of staff)			•	<input type="checkbox"/>
	Affirmative Action Policy/Plan			•	<input type="checkbox"/>
	Conflict of Interest Policy			•	<input type="checkbox"/>
	Procurement Policy			•	<input type="checkbox"/>
	Equipment Inventory (contract acquires property with DFD funds)		•		<input type="checkbox"/>
Audit					
	Notification of Licensed Public Accountant (NLPA) - include copy of Accountant's Certification (see separate link)		•		<input type="checkbox"/>
	Copy of Single Audit or Independent Audit for recent FY		•		<input type="checkbox"/>
Other Supporting Documents					
	Annual Report to Secretary of State			•	<input type="checkbox"/>
	Annual Report – Charitable Organizations			•	<input type="checkbox"/>

Page 3	Document	Required with first contract	Required Annually and as Amended	Required for on-site Verification – DVS Form	Check if submitted with package
	ACH – Credit authorization for automatic deposits (for new requests only)	●			<input type="checkbox"/>
	W-9 Form (for new Agencies only)	●			<input type="checkbox"/>
Additional Division/Office Specific Forms					
	Document Verification Sheet (DVS)		●		<input type="checkbox"/>
	List of Agency Grants / Contracts		●		<input type="checkbox"/>
	Standard Board Resolution (indicating authorized signatories for contracts)		●		<input type="checkbox"/>
	Checklist and Copy of Award Letter		●		<input type="checkbox"/>
	Other:				<input type="checkbox"/>

The county agency agrees to submit, to the DFD Contract Administrator, any and all changes regarding the information presented in these documents during the term of the contract. All documents should be current and reflect the approval of the county officials, when applicable.

The index is for reference and is not required to be returned with the contract package. All documents noted here are either included in the Checklist or Document Verification Sheet (DVS). The checklist and DVS must be returned with the contract package.

NJ DIVISION OF FAMILY DEVELOPMENT

FY 19 SSH/HA Contract: Contract Checklist

CONTRACT ADMINISTRATOR:	Jennie Goodman	CONTRACT NUMBER:	SH19008
NAME OF AGENCY:	NJ Division of Family Development	CONTRACT PERIOD:	01/01/2019 – 12/31/2019

PROVIDER INSTRUCTIONS:

This checklist must be completed and returned with all documents prior to contract approval. The correct number of copies and any additional Division documents must be returned to your Contract Administrator. Forms that are not included in the following pages, can be found by accessing the website at www.state.nj.us/humanservices/dfd/info and clicking on the link to Standard Contract Documents.

Document	Number of copies to be submitted	Check if submitted with package	If not submitted with package, indicate anticipated date of submission or reason for non-submission
Complete copy of signed DHS Standard Language Document (SLD)	2	<input type="checkbox"/>	
Checklist, DVS and Award Letter	1	<input type="checkbox"/>	
Executive Order 129 Source Disclosure	1	<input type="checkbox"/>	
Certification of Suspension or Debarment	1	<input type="checkbox"/>	
Standardized Board Resolution indicating who is authorized to sign: Contracts and Checks	1	<input type="checkbox"/>	
<u>Annex A – 1 and Annex A – 2 (also include Page 1-Projection Calculation Tool & Page 2-Projected LOS)</u>	3	<input type="checkbox"/>	
<u>Annex B –Budget Form (Expense Summary, Details and Schedules 1-6) and required Budget Narrative.</u>	3	<input type="checkbox"/>	
List of Grants / Contracts	1	<input type="checkbox"/>	
Contract Acquired Equipment Inventory	1	<input type="checkbox"/>	
Liability Insurance	1	<input type="checkbox"/>	
Bonding Certificate	1	<input type="checkbox"/>	
Names, Titles, Addresses and Terms of Board of Freeholders / Directors	1	<input type="checkbox"/>	
Copy of Audit Report	1	<input type="checkbox"/>	
Current Affirmative Action Certificate or copy of renewal application sent to Treasury (AA302)	1	<input type="checkbox"/>	
Disclosure In Investment Activities in Form	1	<input type="checkbox"/>	
Federal Funding Accountability and Transparency Act (FFATA) Worksheet (if applicable)	1	<input type="checkbox"/>	

	Document	Number of Copies to be submitted	Check if submitted with package	If not submitted with package, indicate anticipated date of submission or reason for non-submission
	Copies of Subcontracts	1	<input type="checkbox"/>	
	Notification of Licensed Public Accountant (NLPA) (include copy of Accountant's Certification)	1	<input type="checkbox"/>	
	Private/Public Donor Agreement for Match Responsibilities	1	<input type="checkbox"/>	
	Organization Chart	1	<input type="checkbox"/>	
	Conflict of Interest Policy	1	<input type="checkbox"/>	
		1	<input type="checkbox"/>	
	Disclosure In Investment Activities in Form	1	<input type="checkbox"/>	
	As Applicable:			
	ACH – Credit authorization for automatic deposits (for new requests only)	1	<input type="checkbox"/>	
	W-9 Form (for new providers)	1	<input type="checkbox"/>	
	Other:	1	<input type="checkbox"/>	
		1	<input type="checkbox"/>	

NJ DIVISION OF FAMILY DEVELOPMENT

FY 19 SSH/HA Contract: Document Verification Sheet (DVS)

Contract Number
SH18008

Contract Period
01/01/2018 – 12/31/2018

The Provider Agency hereby certifies that the following documents are **on file and are available** to the Division of Family Development (DFD) for review. The contracting Provider Agency also agrees that it will inform the DFD contract administrator of any and all changes involving these documents that may occur during the term of the contract. All documents should be current and reflect board approval.

Please do not submit documents listed below with renewal package.

<u>Please Check as Appropriate</u>	<u>On File</u>	<u>Not Applicable</u>
1. Certificate of Incorporation and NJ Business Registration Certificate (filed with the Division of Revenue)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Annual Report to Secretary of State and Ownership Disclosure Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Annual Report - Charitable Organization	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Agency By-Laws and Copy of Board Meeting Minutes	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Business Associate Agreement (unless new provider or revised agreement)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Business and Professional Licenses	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Personnel Manual and Employee Handbook (including current job descriptions for staff)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Tax Exempt Certification, Copy of Form 990	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. U.S Corporation Income Tax Return, Form 1120	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Procurement Policy	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Certificate of Occupancy or Continued Certificate of Occupancy and Health and Fire Certificates	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Property Lease/Mortgage and Equipment Leases	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Affirmative Action Policy and copy and acknowledgment of NJ State Police Policy on EEO/AA	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I hereby certify that all documents are current and are available for review.

Lisa A. Cerny

Agency Director (Please Print or Type)
G.C. Division of Human & Disability Services

Agency Director's Signature

Agency

Date

NJ DIVISION OF FAMILY DEVELOPMENT

FY 19 SSH/HA Contract: Executive Order 129 Certification

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal or State department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

County Official Name and Title Robert M. Damminger - Freeholder Director

Signature _____

Date _____

This certification is required by the regulations implementing Executive order 12549,
Debarment and Suspension, 29 CFR Part 98, Section 98.510

NJ DIVISION OF FAMILY DEVELOPMENT

FY 19 SSH/HA Contract: Standardized Board Resolution Form –Page 1 of 2

Supporting Information for Contract #: SH19008

Contract Period: 01/01/2019 to 12/31/2019

Agency: COUNTY OF GLOUCESTER

Certification:

We certify that the information contained in, or attached to, this contract document is accurate and complete.

Chair, Board of Directors
(Original signature)

Date

Executive Director
Robert M. Damminger

Date

Please List Authorized Signatories for contract documents, checks, and invoices:
(List full name and title)

Robert M. Damminger
Name

Freeholder Director
Title

Tracey Giordano
Name

Treasurer
Title

Pete Mercanti
Name

Purchasing Agent
Title

NJ DIVISION OF FAMILY DEVELOPMENT

FY 19 SSH/HA Contract: Standardized Board Resolution Form –Page 2 of 2

The Board endorses the following commitments as defined in this document:

1. Health Insurance Portability and Accountability Act (HIPAA)*

Specific to HIPAA (Health Insurance Portability and Accountability Act), the above noted Provider Agency is deemed a covered entity and must submit the required Business Associate Agreement.

Once executed, the BAA will be included in the Department’s official contract file. The BAA will be considered applicable for this contract. Any changes in the Provider Agency’s status, information or the content of the BAA, is the responsibility of the contracted Provider Agency to revise the BAA.

The Board agrees to notify the Department of *any change* in its BAA Status and provide the appropriate information within 10 business days.

2. Legal Advice

The Board acknowledges that the Division of Family Development does not and will not provide legal advice regarding the contract or any facet of its relationship with the Provider Agency. The Board further acknowledges that any and all legal advice must be sought from the Provider Agency's own attorneys and not from the Division of Family Development.

3. Public Law 2005, Chapter 51

The Board agrees that the Public Law 2005, Chapter 51 (formerly known as Executive Order 134) compliance forms submitted with the contract is accurate.

4. Public Law 2005, Chapter 92

The Board agrees that the Public Law 2005, Chapter 92 (formerly known as Executive Order #129) compliance forms submitted with the contract are accurate.

NJ DIVISION OF FAMILY DEVELOPMENT

FY 19 SSH/HA Contract: Federal Award Information

TANF: (SSH & TS contracts)

*Funding from the Department of Health and Human Services,
Administration for Children and Families under the Temporary
Assistance for Needy Families*

**FY 17 - Grant Number G-1702NJTANF
CFDA Number 93.558**

**FY 18 - Grant Number G-1802NJTANF
CFDA Number 93.558**

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: SH19008

Bidder/Offeror: COUNTY OF GLOUCESTER

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	

Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that the State of New Jersey is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): ROBERT M. DAMMINGER

Signature: _____

Do Not Enter PIN as a Signature

Title: FREEHOLDER DIRECTOR

Date: _____

STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES

SUBJECT: Department of Human Services' Standard Language Document for Social Service and Training Contracts

EFFECTIVE: This policy circular shall become effective on July 1, 2010 and shall be implemented as new Contracts commence or existing Contracts are renewed thereafter.

PROMULGATED: June 30, 2010

SUPERSEDES: Policy Circular P2.01, Department of Human Services' Standard Language Document for Social Service and Training Contracts promulgated July 20, 2009.

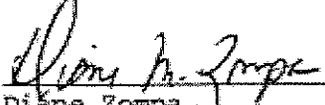
I. SCOPE

This policy circular applies to all Contracts.

II. POLICY

- A. The Standard Language Document, Attachment 1, establishes non-negotiable obligations, responsibilities, rights and relationships of the Contract parties. Programmatic and fiscal differences among Contracts are contained in the Contract Annex (es).
- B. Contracts with effective dates on or after July 1, 2010, shall use this document.

Issued by:


Diane Zompa
Chief of Staff
Department of Human Services


Howard Mass, Director
Office of Administration

STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES

STANDARD LANGUAGE DOCUMENT
FOR SOCIAL SERVICE AND TRAINING CONTRACTS

This CONTRACT is effective as of the date recorded on the signature page between the Department and the Provider Agency identified on the signature page.

WHEREAS the New Jersey Department of Human Services (the "Department") has been duly designated under the authority of N.J.S.A. 30:1A-1, 30:1-11, 30:1-12, and 30:1-20 to administer or supervise the administration of social service and training programs and has, in turn, designated the Departmental Component to be directly responsible for the funding, implementation and administration of certain social service and training programs, including the program(s) covered by this Contract; and

WHEREAS the Department desires that the Provider Agency provide services and the Provider Agency has agreed to provide services in accordance with the terms and conditions contained in this Contract;

THEREFORE the Department and the Provider Agency agree as follows:

I. DEFINITIONS

For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:

Additional Insured means an endorsement to an insurance policy extending the coverage to the State of New Jersey against loss in accordance with the terms of the policy. Designating the State as an additional insured permits the Department to pay the premium should the insured fail to do so.

Annex (es) means the attachment(s) to this document containing programmatic and financial information.

Consumer means an individual receiving services from or funded in whole or in part by DHS or one of its departmental components.

Contract means this document, the Annex (es), any additional appendices or attachments (including any approved assignments, subcontracts or modifications) and all supporting documents. The Contract constitutes the entire agreement between the parties.

Contractor means the person or entity entering into this contract with DHS or one of its departmental components.

Department means the New Jersey Department of Human Services. It means, where appropriate from the context, the division, commission, bureau, office, unit or other designated component of the Department of Human Services responsible for the administration of particular Contract programs.

Departmental Component means the divisions, bureau, commissions, office or other unit within the Department responsible for the negotiation, administration review, approval, and monitoring of certain social service or training Contracts.

Expiration means the cessation of the Contract because its term has ended.

Notice means an official written communication between the Department and the Provider Agency. All Notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the persons and addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

The Notice shall also be sent by regular mail and shall be presumed to have been received by the addressee five Days after being sent to the last address known by the Department.

Provider Agency means the person or entity entering into this contract with DHS or one of its departmental components.

Subcontractee means the legal entity that enters into a Contractual arrangement with a Contractee (Contracted Provider Agency) or another Subcontractee, no matter how many interceding administrative Tiers (levels) separate the parties.

Termination means an official cessation of this Contract, prior to the expiration of its term, that results from action taken by the Department or the Provider Agency in accordance with provisions contained in this Contract.

II. BASIC OBLIGATIONS OF THE DEPARTMENT

Section 2.01 Payment. As established in the Annex (es), payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the Department in accordance with the time frames specified in the Annex (es). Total payments shall not exceed the maximum Contract amount, if any, specified in the Annex (es). All payments authorized by the Department under this Contract

shall be subject to revision on the basis of an audit or audits conducted under Section 3.13 Audit or on the basis of any Department monitoring or evaluation of the Contract.

Section 2.02 Referenced Materials. Upon written request of the Provider Agency, the Department shall make available to the Provider Agency copies of federal and State regulations and other material specifically referenced in this document.

III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

Section 3.01 Contract Services. The Provider Agency shall provide services to eligible persons in accordance with all specifications contained in this Contract.

Section 3.02 Reporting. The Provider Agency shall submit to the Department programmatic and financial reports on forms provided by the Department. The reporting frequency and due date(s) are specified and sample forms to be used are included in the Annex (es), or otherwise made available by the Departmental Component.

Section 3.03 Compliance with Laws. The Provider Agency agrees in the performance of this Contract to comply with all applicable federal, State and local laws, rules and regulations (collectively, "laws"), including but not limited to the following: State and local laws relating to licensure; federal and State laws relating to safeguarding of client information; the federal Civil Rights Act of 1964 (as amended); P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive orders pertaining to affirmative action and nondiscrimination in public contracts; the federal Equal Employment Opportunity Act; Section 504 of the federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap, and regulations thereunder; the Americans With Disabilities Act (ADA), 42 U.S.C. 12101 et seq. Failure to comply with the laws, rules and regulations referenced above shall be grounds for Termination of this Contract for cause.

If any provision of this Contract shall conflict with any federal or State law(s) or shall have the effect of causing the State to be ineligible for federal financial participation in payment for Contract services, the specific Contract provision shall be considered amended or nullified to conform to such law(s). All other Contract provisions shall remain unchanged and shall continue in full force and effect.

Section 3.04 Business Associate Agreements and State Confidentiality Statues. DHS is a covered entity pursuant to the Health Insurance Portability and Accountability of 1996, 42 U.S.C.A. §1320d et seq. (HIPAA); 45 CFR Parts 160 and 164. Before a Provider Agency obtains or is permitted to access to, create, maintain or store Protected Health Information (PHI) as part of its responsibility under

this contract, the Provider Agency shall first execute a Department of Human Services Business Associate Agreement (BAA). A Provider Agency, whose work under this Contract does not involve PHI is not required to execute a BAA. DHS shall have the sole discretion to determine when a Provider Agency's work will involve PHI. Protected Health Insurance shall have the same meaning as in 45 CFR 160.103.

Provider Agencies that enter any subcontract where the work for the subcontract involves a Consumer's PHI shall require its subcontractor to execute a BAA that meets all the requirements of HIPAA, including those in 45 CFR 164.504(e). A standard form of BAA is available for Provider Agency's use from the Department. If the BAA is breached by the Provider Agency, or its subcontractor, the Provider Agency shall notify the Department within 24 hours of the breach. The Department may, in its sole discretion and at any time, request a BAA compliance audit or investigation of the Provider Agency or its subcontractor with which the Provider Agency has entered into a BAA. The Provider Agency shall cooperate with all Department requests for a BAA compliance audit and/or investigation and shall require that its subcontractor cooperate with all Departmental requests for BAA compliance audits and investigations.

In addition to the confidentiality requirements of HIPAA if applicable, a Provider Agency shall maintain the confidentiality of all certificates, applications, records and reports ("Records") that directly or indirectly identify any consumer and shall not disclose these records except where disclosure is consistent with applicable DHS regulations, the BAA, if any, and is:

1. to the consumer, or his or her legal guardian, if any, or if the consumer is a minor, to the consumer's parent; or
2. necessary to carry out the work of this Contract;
3. in response to a proper inquiry for information, but not Records, as to the consumer's current medical condition to any relative, friend, or to the consumer's personal physician or attorney, if it appears that the information is to be used directly or indirectly for the benefit of the consumer; or
4. relevant to a consumer's current treatment and is being disclosed to the staff of another community agency, screening service, short-term care or psychiatric facility.

Section 3.05 Business Registration. According to P.L. 2001, c. 134 (N.J.S.A. 52:32-44 et seq.) all profit and non-profit corporations (domestic and foreign), as well as, all limited partnerships, limited liability companies, and limited liability partnerships must submit annual reports and associated processing fees (annual business registration) to the Division of Revenue, Department of the Treasury commencing with the year after they file for their Certificate of Incorporation with the State of New Jersey. No State agency (the Department) may Contract with a Provider Agency if the Provider has not filed for its incorporation papers or filed its annual business registration. Furthermore, no Provider Agency that Contracts with the

Department shall enter into any subcontract unless the subcontractor can demonstrate that it is incorporated in the State of New Jersey or its annual business registration is current. Failure to comply with this paragraph or the citation referenced above shall be grounds for the Department to Terminate this Contract for cause.

Section 3.06 Set-Off for State Tax and Child Support. Pursuant to N.J.S.A. 54:49-19, if the Contractor is entitled to payment under the contract at the same time as it is indebted for any State tax (or is otherwise indebted to the State) or child support, the State Treasurer may set off that payment by the amount of the indebtedness.

Section 3.07 Source Disclosure. N.J.S.A. 52:34-13.2 that codified Public Law 2005, c.92 and Executive Order 129 requires when submitting a Request for Proposals and/or contract, the Provider Agency shall submit as part of their proposal and/or contract Certification listing where their contracted services will be performed and if the contracted services, or an portion thereof, will be subcontracted and where any subcontracted services will be performed.

Any changes to the information submitted in the Source Disclosure Certification during the term of the contract must be immediately reported to the Director of the Division of Purchase and Property and to the departmental component within the Department for whom the contracted services are being performed. A Service Provider that shifts its activities outside the United States and its constituent Commonwealths and territories without prior written affirmation by the Director attesting to the fact that extraordinary circumstances required the shift or that the failure to shift the services would result in the infliction of economic hardships to the State of New Jersey, shall deemed to be in breach of contract which would be subject to termination by the Department.

Section 3.08 Contractor Certification and Disclosure of Political Contributions. N.J.S.A. 19:44A-20.13-20.25 that codified Public Law 2005, Chapter 51 and Executive Order 134, and Executive Order 117 require that any for-profit agency that seeks or contracts to provide services in the amount of \$17,500 or more must submit to the Department the Certification and Disclosure of Political Contribution forms. This form includes a certification that the business entity has not, during certain specified time frames, solicited or made any contribution of money, pledge of reportable contributions, including in-kind contributions, to any candidate committee and/or election fund of the Governor or Lieutenant Governor, any legislative leadership committee or any State, county or municipal political party committee. The form also requires disclosure of any of the above referenced reportable contributions made by the business entity, its principals, officers, partners, directors, spouses, civil union partners and resident children.

If awarded a contract, the Contractor/Bidder will, on a continuing basis, continue to report any Contribution it makes during the term of the contract, and any extension(s) thereof. Failure to do so will result in termination of the contract and could result in the debarment from public contracting of the Contractor/Bidder for a period of up to five years.

Non-profit organizations are exempted from the requirements of Section 3.08

Section 3.09 Contract Certification and Political Contribution Disclosure Form. The Provider Agency is advised of its responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c.271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the Provider Agency's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us/.

Section 3.10 Affirmative Action. During the performance of this Contract, the contractor (Provider Agency) agrees as follows:

The Provider Agency and its subcontractor, 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 or disability.

The Provider Agency will also take affirmative action to ensure that such applicants are recruited and employed, 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 or disability. Such action shall include, but not be limited to the following: employment; promotion; 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 Provider Agency agrees to post in conspicuous places that are readily available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The Provider Agency or subcontractor shall state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, 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 or disability.

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

The Provider Agency or subcontractor agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Provider Agency or subcontractor agrees to make a good faith attempt to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract Compliance & EEO pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The Provider Agency or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender or disability, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

The Provider Agency and subcontractor agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender or disability, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Provider Agency and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Office from time to time in order to carry

out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 (N.J.A.C. 17:27).

Section 3.11 Department Policies and Procedures. In the administration of this Contract, the Provider Agency shall comply with all applicable policies and procedures issued by the Department including, but not limited to, the policies and procedures contained in the Department's Contract Reimbursement Manual (as from time to time amended) and the Department's Contract Policy and Information Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to terminate this Contract.

Section 3.12 Financial Management System. The Provider Agency's financial management system shall provide for the following:

- (a) accurate, current and complete disclosure of the financial results of this Contract and any other contract, grant, program or other activity administered by the Provider Agency;
- (b) records adequately identifying the source and application of all Provider Agency funds and all funds administered by the Provider Agency. These records shall contain information pertaining to all contract and grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income;
- (c) effective internal control structure over all funds, property and other assets. The Provider Agency shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;
- (d) comparison of actual outlays with budgeted amounts for this Contract and for any other contract, grant, program or other activity administered by the Provider Agency;
- (e) accounting records supported by source documentation;
- (f) procedures to minimize elapsed time between any advance payment issued and the disbursement of such advance funds by the Provider Agency; and
- (g) procedures consistent with the provisions of any applicable Department policies and procedures for determining the reasonableness, allowability and allocability of costs under this Contract.

Section 3.13 Audit. The Department requires timely submission of the Provider Agency's annual organization-wide audit. Non-compliance will be grounds for termination.

Audits shall be conducted in accordance with Policy Circular P7.06, Audit Requirements, Generally Accepted Auditing Standards as specified in the Statements on Auditing Standards issued by the American Institute of Certified Public Accountants; Government Auditing Standards issued by the Comptroller General of the United States and the Single Audit Act Amendments of 1996 (The Single Audit Act); Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-Profit Organizations and New Jersey OMB Circular 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.

At any time during the Contract term, the Provider Agency's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the Provider Agency under Section 5.02 Assignment and Subcontracts may be subject to audit by the Department, by any other appropriate unit or agency of State or federal government, and/or by a private firm or firms retained or approved by the Department for such purpose.

Whether or not such audits are conducted during the Contract term, a final audit of Contract operations, including the relevant operations of any assignees or subcontractors, may be conducted after Contract Termination or Expiration.

The Provider Agency is subject to audit up to four years after Termination or Expiration of the Contract. If any audit has been started but not completed or resolved before the end of the four-year period, the Provider Agency continues to be subject to such audit until it is completed and resolved.

Section 3.14 Federal Davis-Bacon Act and New Jersey Prevailing Wage Act. Any Department Contract containing federal funds in excess of \$2,000 utilized for the construction, alteration, renovation, repair or modification of public works or public buildings to which the federal government is a party, or any contract for similar work on public works financed with federal funds must comply with the federal Davis-Bacon Act, 40 U.S.C. section 276a et seq. The Davis-Bacon Act requires that the contractor must pay the prevailing wages to each designated worker class engaged under the contract at wage rates determined by the U.S. Secretary of Labor.

In addition, any State funds in excess of \$2,000 utilized through a subsequent Provider Agency contract or subcontract for any public work in which the Department is a party, or for public work to be done on property or premises leased or to be leased by the Department shall comply with the NJ Prevailing Wage Act, N.J.S.A. 34:11-56.27. Such

contracts or subcontracts shall contain a provision stating that the prevailing wage rate, as designated by the New Jersey Commissioner of Labor, must be paid to all designated classes of workers employed through said contracts or subcontracts. The Provider Agency must determine if the New Jersey Prevailing Wage Act applies and follow all directives per N.J.S.A. 34:11-56 et seq.

Section 3.15 Contract Closeout. The Provider Agency shall comply with all requirements of Policy Circular P7.01, Contract Closeout, including the timely submittal of the Final Report of Expenditures and any other financial or programmatic reports required by the Department. All required documentation is due within 120 Days of Contract Expiration, Non-renewal or Termination.

IV. Expiration, Non-Renewal and/or Termination

The Department may in accordance with the sections below allow a Contract to expire and or not be renewed.

Section 4.01. The Department or Provider Agency may let this Contract expire at the end of the contract term upon 60 Days' advance written Notice to the other party for any reason whatsoever, including lack of funding by the Department. In the case of contract awards that are made on a time limit basis (i.e. Federal Grant, Special Appropriation; one time funding to support a program), the 60 day notice is not required.

Section 4.02 Contract Settlement. When a Contract has expired under any section of Article IV of this Contract or Policy Circular P9.05, Contract Default, the Provider Agency shall be prohibited from incurring any additional obligations of Contract funds. The Department may allow costs that the Provider Agency could not reasonably avoid during the Expiration process to the extent that said costs are determined to be necessary and reasonable.

The Provider Agency and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.13 Audit.

The Department may terminate or suspend this Contract in accordance with the sections listed below.

Section 4.03 Default and Termination for Cause. If the Provider Agency fails to fulfill or comply with any of the terms or conditions of the Contract, in whole or in part, the Department may by Notice place the Provider Agency in default status, and take any action(s) listed in accordance with Department Policy Circular P9.05, Contract Default. Notice shall follow the procedures established in the Policy Circular.

The above notwithstanding, the Department may immediately upon Notice terminate the Contract prior to its expiration, in whole or in part, whenever it is determined that the Provider Agency has jeopardized the safety and welfare of the Department's clients, materially failed to comply with the terms and conditions of the Contract, or whenever the fiscal or programmatic integrity of the Contract has been compromised. The Notice of Termination shall state the reason for the action(s); the Provider Agency's informal review options, time frames and procedures; the effective date of the Termination; and the fact that a request for a review of the decision for action(s) does not preclude the determined action(s) from being implemented.

Section 4.04 Termination by the Department or Provider Agency. The Department or Provider Agency may terminate this Contract upon 60 Days' advance written Notice to the other party for any reason whatsoever, including lack of funding by the Department.

The parties expressly recognize and agree that the Department's ability to honor the terms and conditions of this Contract is contingent upon receipt of federal funds and/or appropriations of the State legislature. If during the term of this Contract, therefore, the federal and/or the State government reduces its allocation to the Department, the Department reserves the right, upon Notice to the Provider Agency, to reduce or terminate the Contract.

Section 4.05 Termination Settlement. When a Contract is terminated under any section of Article IV of this Contract or Policy Circular P9.05, Contract Default, the Provider Agency shall be prohibited from incurring additional obligations of Contract funds. The Department may allow costs that the Provider Agency could not reasonably avoid during the Termination process to the extent that said costs are determined to be necessary and reasonable.

The Provider Agency and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.13 Audit.

V. ADDITIONAL PROVISIONS

Section 5.01 Application of New Jersey Law. This Contract shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey including the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.).

Section 5.02 Assignment and Subcontracts. This Contract, in whole or in part, may not be assigned by the Provider Agency or assumed by another entity for any reason, including but not limited to changes in the corporate status of the Provider Agency, without the prior written consent of the Department. Upon prior written notice of a proposed

assignment, the Department may: (1) approve the assignment and continue the Contract to term; (2) approve the assignment conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the Department; or (3) disapprove the assignment and either terminate the Contract or continue the Contract with the original Provider Agency.

The Provider Agency may not subcontract any of the services that it has committed to perform or provide pursuant to this Contract without the prior written approval of the Department. Such consent to subcontract shall not relieve the Provider Agency of its full responsibilities under this Contract. Consent to the subcontracting of any part of the services shall not be construed to be an approval of said subcontract or of any of its terms, but shall operate only as an approval of the Provider Agency's request for the making of a subcontract between the Provider Agency and its chosen subcontractor. The Provider Agency shall be responsible for all services performed by the subcontractor and all such services shall conform to the provisions of this Contract.

Section 5.03 Client Fees. Other than as provided for in the Annex (es) and/or Departmental Component specific policies, the Provider Agency shall impose no fees or any other types of charges of any kind upon recipients of Contract services.

Section 5.04 Indemnification. The Provider Agency shall assume all risk of and responsibility for, and agrees to indemnify, defend and hold harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of the loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from (1) the work, service or materials provided under this Contract; or (2) any failure to perform the Provider's obligations under this Contract or any improper or deficient performance of the Provider's obligations under this Contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Contract.

Furthermore, the provisions of this indemnification clause shall in no way limit the obligations assumed by the Provider under this Contract, nor shall they be construed to relieve the Provider from any liability nor preclude the State of New Jersey, its Agencies, and/or the Department of Human Services from taking any other actions available to them under any other provisions of this Contract or otherwise in law.

The Provider's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss,

expense or damage resulting from the acts occurring prior to termination.

Section 5.05 Insurance. The Provider Agency shall maintain adequate insurance coverage. The State of New Jersey, Department of Human Services and the Departmental Component shall be included as an Additional Insured on any insurance policy applicable to this Contract. Should the Provider Agency fail to pay any premium on any insurance policy when due, the Department may pay the premium and, upon Notice to the Provider Agency, reduce payment to the Provider Agency by the amount of the premium payment. The Provider Agency is responsible for forwarding a copy of its insurance policy declaration page to the Contracting Departmental Component for its contract files.

Section 5.06 Modifications and Amendments. If both parties to this Contract agree to amend or supplement this Contract, any and all such amendments or supplements shall be in writing and signed by both parties. The amendment or supplement shall incorporate the entire Contract by reference and will not serve to contradict, amend or supplement the Contract except as specifically expressed in the amendment or supplement.

Section 5.07 Statement of Non-Influence. No person employed by the State of New Jersey has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the Provider Agency or any representative thereof in order to influence the awarding or administration of this Contract.

Section 5.08 Exercise of Rights. A failure or a delay on the part of the Department or the Provider Agency in exercising any right, power or privilege under this Contract shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

Section 5.09 Recognition of Cultural Sensitivity. The Provider Agency agrees in the performance of this Contract to be sensitive to the needs of the minority populations of the State of New Jersey. This sensitivity includes the employment, if possible, of a culturally diverse staff that can communicate with, and be representative of, the community it serves.

The Provider Agency shall make programs linguistically appropriate and culturally relevant to underserved minority groups within the community. Appropriate accommodations for services shall be developed and maintained for those minority individuals who are deprived of reasonable access to those services due to language barriers or ethnic and cultural differences. In addition, Provider Agencies shall make certain that all programs and services are reflective of the demographic needs of the community, while providing all minorities the

opportunity to experience any and all available social services irrespective of their ethnic or cultural heritage.

Section 5.10 Copyrights. The State of New Jersey reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use any work or materials developed under a Department or federally funded contract or subcontract. The Department also reserves the **sole** right to authorize others to reproduce, publish or otherwise use any work or materials developed under said contract or subcontract.

Section 5.11 Successor Contracts. If an audit or Contract close-out reveals that the Provider Agency has failed to comply with the terms and/or conditions of this Contract, the Department reserves the right to make all financial and/or programmatic adjustments it deems appropriate to any other Contract entered into between the Department and the Provider Agency.

Section 5.12 Sufficiency of Funds. The Provider Agency shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Contract is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of the Department to make any payment under its contract with the Provider Agency or to observe and adhere its performance obligation under the contract as a result of the failure of the Legislature to appropriate the funds necessary to do so shall not constitute a breach of the Contract by the Department or default thereunder and the Department shall not be held financially liable therefore. In addition, future funding shall not be anticipated from the Department beyond the duration of the Contract with the Provider Agency and in no event shall the contract be construed as a commitment by the Department to expend funds beyond the termination date set therein.

Section 5.13 Collective Bargaining. State and federal law allow employees to organize themselves into a collective bargaining unit. Funds provided under this Contract shall not be utilized to abridge the rights of employees to organize themselves into a collective bargaining organization or preclude them from negotiating with Provider Agency management. Funds may be utilized for legitimate and reasonable management purposes at the direction of the Provider Agency during the process of collective bargaining organization.

Section 5.14 Independent Employer Status. Employees of Provider Agencies that Contract with the Department of Human Services are employees of the Provider Agency, not the State.

In accordance with the National Labor Relations Act, 29 U.S.C.A. 152(2) and State law, N.J.S.A. 34:13A-1 et seq., Provider Agencies are independent, private employers with all the rights and obligations of

such, and are not political subdivisions of the Department of Human Services.

As such, the Provider Agency acknowledges that it is an independent contractor, providing services to the Department of Human Services, typically through a contract-for-services agreement. As independent contractors, Provider Agencies are responsible for the organization's overall functions which includes the overseeing and monitoring of its operations, establishing the salary and benefit levels of its employees, and handling all personnel matters as the employer of its workers.

The Provider Agency acknowledges its relationship with its employees as that of employer. While the Department has an adjunct role with Provider Agencies through regulatory oversight and ensuring contractual performance, the Provider understands that the Department is not the employer of a Provider Agency's employees.

The Provider Agency further acknowledges that while the Department reimburses Provider Agencies for all allowable costs under the Contract, this funding mechanism does not translate into the Department being responsible for any of the elements of any collective bargaining agreements into which Provider Agencies may enter. Moreover, each Provider Agency understands that it is responsible for funding its own programs and is not limited to the amount of funding provided by the Department, and, in fact, is encouraged to solicit non-State sources of funding, whenever possible.

Section 5.15 Executive Order No. 189. Executive Order No. 189 establishes the expected standard of responsibility for all parties that enter into a contract with the State of New Jersey. All such parties must meet a standard of responsibility that assures the State and its citizens that such parties will compete and perform honestly in their dealings with the State and avoid conflicts of interest.

In compliance with Paragraph 3 of Executive Order No. 189, no Provider Agency shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e, in the Department of the Treasury or any other agency with which such Provider Agency transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i, of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any Provider Agency shall be

reported in writing forthwith by the Provider Agency to the Attorney General and the Executive Commission on Ethical Standards.

No Provider Agency may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Provider Agency to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

No Provider Agency shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

No Provider Agency shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Provider Agency or any other person.

The provisions cited above shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with Provider Agencies under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate.

Section 5.16 Salary Compensation Limitation (Excludes Physician and Advanced Practice Nurses). The amounts paid under this contract to the Provider Agency for employee compensation are subject to the following conditions:

(i) Full-time Salary Compensation Limitation. No monies under the contract shall be paid to the Provider Agency for costs of any individual salary (including bonuses) to be paid to any of the Provider Agency's full-time employees (excluding Physician and Advanced Practice Nurses) in excess of the schedule set forth below:

Full-time Salary Compensation Limitation Schedule

Full-time Salary Compensation Limitations vary as follows: Only one Full-time Salary Compensation Limitation shall be applicable to each Provider Agency. This includes the aggregate of all contracts held with: 1) the Department of Human Services and 2) the Department of Children and Families.

For Provider Agencies with gross revenue (based on the last annual audit report) for the entire organization of:

- a) Over \$20 million, the limitation shall be \$141,000 (Benchmark Salary),
- b) Over \$10 million, but less than or equal to \$20 million the limitation shall equal 90% of the Benchmark Salary (\$126,900),
- c) Over \$5 million, but less than or equal to \$10 million the limitation shall equal 85% of the Benchmark Salary (\$119,850),
- d) Less than \$5 million, the limitation shall equal 75% of the Benchmark Salary (\$105,750).

(ii) Part-time Salary Compensation Limitation. The salary compensation limitation for a part-time employee, or for an employee whose time is only partly spent on activities compensated under this contract, shall be calculated by prorating the compensation for the position as prescribed under the Full-time Salary Compensation Limitation Schedule. The prorated percentage shall be specified in the Annex B and shall be determined by the regular number of work hours for that Part-time title or that the employee is scheduled to work on matters compensated under this contract;

(iii) Any salary paid to any employee in excess of these limitations must be paid out of funds received from sources other than this Contract, or funds other than those received from other contracts held within the Department of Human Services or Department of Children and Families;

(iv) The Full - or Part-time Salary Compensation Limitation will apply to cost reimbursement contracts at the time of contract renewal;

(v) Any fixed/fee for service rate contracts set prior to the adoption of this amendment is not subject to the salary compensation limitations prescribed in Section 5.16(i) or (ii), however, any fixed/fee for service rate contract set prior to the adoption of this amendment that is subsequently renewed at a higher rate are subject to the Salary Compensation Limitation Schedule prescribed in Section 5.16 (i) or (ii);

(vi) Any fixed/fee for service rate developed for a new program or service in an existing contract are subject to the Salary Compensation Limitation Schedule prescribed in Section 5.16(i) or (ii);

(vii) Any new contracts entered into after the date of the adoption of this amendment are subject to the Salary Compensation Limitation Schedule prescribed in Section 5.16 (i) or (ii).

Section 5.17 Salary Compensation Limitation for Physician and Advanced Practice Nurses. The amounts paid under this contract to the Provider Agency to compensate Physicians and Advanced Practice Nurses are subject to the following conditions:

(i) A maximum compensation of \$212,000 per annum, regardless of the amount of gross revenues of the entire organization;

(ii) Part-time Physicians and Advanced Practice Nurse's compensation will be calculated pursuant to Section 5.16 (ii).

Section 5.18 Compensation Limitation for Fringe Benefits. This section is being reserved for future consideration.

Section 5.19 Compensation Limitation for Employee Severance Agreement. Unless an exception has been approved by the Departmental Component for a specific circumstance, the amounts paid under this contract to the Provider Agency for an employee severance agreement are subject to the following conditions:

(i) The Provider Agency has an established written uniform severance agreement for all employees covered under the contract;

(a) No monies shall be paid to the Provider Agency for a severance payment to any employee in excess of the equivalent of two (2) weeks compensation (salary and fringe benefits);

(b) No monies shall be paid to the Provider Agency for a severance payment to any employee that has been employed by the Provider Agency for less than one (1) year of continuous employment; and

(c) No monies shall be paid to the Provider Agency for a severance payment to any employee that was discharged for cause (as cause is determined by the Provider Agency's policies).

(ii) If the Provider Agency does not have an established written uniform severance agreement, no monies shall be paid to the Provider Agency for a severance payment for any employee covered under the contract.

Section 5.20 Compensation Limitation for Employee Travel Expenses. The amounts paid under this contract to the Provider Agency for staff travel including; conference and registration fees, mileage reimbursement, meals and incidental expenses (M&IE), parking, and

overnight lodging accommodations for employees who are compensated in whole or in part under this contract are subject to the following conditions:

(i) **General Provisions:**

(a) In- and out-of-state travel must be directly related to the employee's duties as set forth in the contract and/or be required for accreditation and/or licensure of the contracted program;

(b) For in-state travel and for out-of-state travel that is within 50 miles of the border of the State where the Provider Agency is located, no monies provided under the contract shall be used for employee lodging expenses unless previously approved by the Departmental Component;

(c) Travel costs may be charged on an actual basis and may include a mileage reimbursement rate, as well as meals and incidental expenses (M&IE) up to, but not to exceed the Federal reimbursement rates (refer to the Federal internet web site, <http://www.gsa.gov>. for current rates) in effect at the time the employee traveled.

(ii) **In-State Provisions:** The Provider Agency may not approve any in-state travel reimbursement in excess of two-hundred and fifty dollars (\$250.00) per employee, per event, unless written approval is obtained from the departmental component's contracting authority prior to such travel;

(iii) **Out-of-State-Provisions:**

(a) The Provider Agency must obtain prior-approval from the departmental component's contracting authority for an employee's out-of-state travel, regardless of travel costs, unless such travel is no further than 50 miles from the border of the state where the Provider Agency is located, and travel costs per employee are less than two-hundred and fifty dollars (\$250.00); and

(b) Out-of-state travel (excluding travel no further than 50 miles from the border of the State where the Provider Agency is located) or travel costs in excess of the two-hundred and fifty dollar (\$250.00) limit by the employee, that was not pre-approved by the departmental component's contracting authority shall not be eligible for reimbursement under the contract.

Section 5.21 Compensation Limitation for Employee Tuition Reimbursement. The amounts paid under this contract to the Provider

Agency for tuition reimbursement and related expenses are subject to the following conditions:

(i) No monies paid to the Provider Agency under the contract shall be used for any costs incurred by the Provider Agency's employees to attend any educational courses including tuition, textbooks, supplies, etc. unless such courses are required by the contract or for program licensure, certification, and/or Medicaid standards; or;

(ii) No monies paid to the Provider Agency under the contract shall be used for any costs incurred by the Provider Agency's employees to attend educational courses including tuition, textbooks supplies, etc. unless such courses are towards a field of service related to the Provider Agency's contract and the allocated contract monies do not exceed the lesser of \$5000 or 1% of the Provider Agency's total annual operating budget; and

(iii) There are monies allocated in the Provider Agency's approved contract budget for the specific educational expenses consistent with Section 5.21(i) and (ii).

Section 5.22 Compensation Restriction for Provider Agency Sponsored Meetings, Conferences, Training, or Special Events. The amounts paid under this contract to the Provider Agency for the cost of administrative meetings, conferences, or special events are subject to the following condition:

(i) No such monies under the contract shall be paid to the Provider Agency for costs associated with meetings, conferences, or special events where agency staff is the beneficiary of the event. Unallowable costs include, but are not limited to the following: meals and refreshments, entertainment, overnight lodging, receptions or other social functions held for honoring all staff;

(ii) The Provider Agency may use monies under the contract to cover training-related costs such as modest facility costs and nominal refreshments, e.g. coffee, tea, water, soda, donuts, pastries, cookies, and bagels.

Section 5.23 Criteria for and Processing a Vehicle Request. The Provider Agency may request a new or replacement vehicle to be paid from monies under the contract only under the following conditions:

(i) The Provider Agency must request written approval from the departmental component's contracting authority to purchase or replace a vehicle and each request must be accompanied by the following supporting documentation. The request may be denied even if all supporting documentation is supplied. Documentation required includes:

(a) Explanation as to why the purchase or replacement of the vehicle is required to fulfill contractual obligations;

(b) Assurance that no one Provider Agency employee will be permanently assigned the vehicle;

(c) Assurance that the Provider Agency has sufficient funds to cover the vehicle's operating costs for the anticipated useful life of the vehicle;

(d) Submission of three (3) written bids for the same year, make, model, and option package;

(e) If the vehicle is a replacement vehicle, documentation consistent with Section 5.23 (ii) below;

(f) Any exceptions to the criteria and purchasing requirements (Section 5.23 (i) (a)-(e)), will be dealt with on a case by case basis with the departmental component's contracting authority; and

(g) If the request is approved, the Provider Agency shall be required to purchase the vehicle from the lowest-priced vendor consistent with Section 5.23 (i) (d).

(ii) The Provider Agency may request to replace an existing vehicle under any of the following conditions:

(a) odometer reading exceeds 125,000;

(b) vehicle age is 10 years or older;

(c) repair costs to maintain operational capacity of vehicle would exceed fifty (50) per cent of current trade-in Blue Book value of vehicle;

(d) repair costs have exceeded fifty (50) per cent of the current trade-in Blue Book value over the course of the past year;

(e) vehicle was involved in an accident and deemed "totaled" by the insurance carrier; and

(f) upon written request supported by sufficient documentation, the Departmental component's contracting authority determines that the vehicle is no longer road worthy and unsafe to drive.

(iii) If the Provider Agency receives approval to purchase a vehicle, the maximum cost of the vehicle including all dealer fees and charges may not exceed \$25,000 per vehicle. This limitation excludes passenger vans, or specialized and adaptive vehicles for handicapped consumers.

(iv) When a Provider Agency has a fleet management program that includes leased vehicles, the Provider Agency may obtain approval on a program basis so that the Provider Agency does not require approval on a vehicle basis.

STATE OF NEW JERSEY

CONTRACT SIGNATURES AND DATES

The terms of this Contract have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Contract set forth on the preceding pages in Articles I through Article V, and any related Annexes.

This Contract contains 23 pages and is the entire agreement of the parties. Oral evidence tending to contradict, amend or supplement the Contract is inadmissible; the parties having made the Contract as the final and complete expression of their agreement.

BY: _____
(signature)

BY: _____
(signature)

Robert M. Damminger
(type name)

(type name)

TITLE: Freeholder Director
(type)

TITLE: _____
(type)

PROVIDER
AGENCY: County of Gloucester
(type)

DEPARTMENTAL
COMPONENT: _____
(type)

DATE: _____

DATE: _____

Contract Effective Date: January 1, 2019

Contract Expiration Date: December 31, 2019

Contract Number: SH19008

Contract Ceiling: \$402,079

Federal ID#: 21-6000660

Provider Contact Individual: Calvin D. Mc Farland Jr.
(Print Name)

STATE OF NEW JERSEY

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(type)

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(type)

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(type)

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(Print Name)

BOARD OF CHOSEN FREEHOLDERS
COUNTY OF GLOUCESTER

2018 AGENDA REQUEST FORM

TO: (1) CHAD BRUNER Clerk of the Board
(2) EMMETT PRIMAS (Name of Counsel)
FROM: LISA CERNY (Freeholder/Deputy Dept. Head)

REQUEST FOR: RESOLUTION
 CONTRACT OR AGREEMENT
 PROCLAMATION
 DISCUSSION
 PRESENTATION

FOR THE MEETING OF: December 5, 2018 (Date)

TO BE HELD AT: WOODBURY (Location)

THE SUBJECT OF THE ABOVE IS (Resolution heading):

RESOLUTION AUTHORIZING A GRANT APPLICATION AND AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES FOR THE SFY 2017 SOCIAL SERVICES HOMELESS GRANT FOR AN AMOUNT NOT TO EXCEED \$402,079.00 (\$332,720.00 IN SSH STATE FUNDING, \$69,359.00 IN SSH TANF FUNDING), FOR THE TERM BEGINNING JANUARY 1, 2019 AND TERMINATING DECEMBER 31, 2019

THE ABOVE SHOULD APPEAR UNDER ONE OF THE FOLLOWING DEPARTMENTS ON THE MEETING AGENDA:

<input type="checkbox"/> DEPT. OF ADMINISTRATION DIRECTOR DAMMINGER	<input type="checkbox"/> DEPT. OF PUBLIC SAFETY, VETERANS AFFAIRS FREEHOLDER CHILA
<input type="checkbox"/> DEPT. OF EDUCATION FREEHOLDER BARNES	<input type="checkbox"/> DEPT. OF BUILDINGS & GOVT SERVICES FREEHOLDER CHRISTY
<input type="checkbox"/> DEPT. OF PARKS & LAND PRESERVATION FREEHOLDER DIMARCO	<input type="checkbox"/> DEPT. OF ECONOMIC DEV. & PUBLIC WORKS FREEHOLDER SIMMONS
<input checked="" type="checkbox"/> DEPT. OF HEALTH & HUMAN SERVICES FREEHOLDER JEFFERSON	

DATE CERTIFICATE OF AVAILABILITY APPLIED FOR:

DATE OF GRANT CERTIFICATION LETTER:

****ALL AGENDA REQUESTS MUST BE RECEIVED BY COUNSEL NO LATER THAN 10AM ON FRIDAY, TWO WEEKS PRECEDING SAID MEETING. There will be no exceptions.****

****ALL AGENDA REQUEST FORMS AND ACCOMPANYING DESCRIPTIONS, WHICH WILL BE EMAILED, MUST BE FILED WITH THE CLERK OF THE BOARD AT THE SAME TIME THE REQUEST IS FORWARDED TO COUNSEL. There will be no exceptions.****

****ALL RESOLUTIONS ARE DUE FROM COUNSEL BY 10:00 A.M. ON FRIDAY OF THE WEEK PRECEDING SAID MEETING** There will be no exceptions, items not received will be pulled from the agenda with notification to department head and freeholder liaison.**

SIGNED: _____ (Freeholder/Department Head)
DATE: _____

RESOLUTION AUTHORIZING A GRANT APPLICATION AND AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES FOR THE CFY 2019 SOCIAL SERVICES HOMELESS GRANT FOR AN AMOUNT NOT TO EXCEED \$402,079.00 (\$332,720.00 IN SSH STATE FUNDING, \$69,359.00 IN SSH TANF FUNDING FOR THE TERM BEGINNING JANUARY 1, 2019 AND TERMINATING DECEMBER 31, 2019

WHEREAS, the County of Gloucester desires to submit a Grant application and enter into an Agreement with the New Jersey Department of Human Services for the CFY 2019 Social Services for the Homeless Grant.; and

WHEREAS; this grant provides \$402,079.00 in SSH funds which consists of \$332,720.00 in SSH State Funding, \$69,359 in SSH TANF Funding for services to residents who are homeless or at-risk of homelessness; and

WHEREAS, residents who are homeless or at-risk of homelessness and who do not qualify for Emergency Assistance, General Assistance or WorkFisrt NJ are eligible for services using SSH State funding; and

WHEREA, residents who are eligible for Temporary Assistance to Needy Families (TANF), but not receiving TANF are eligible for homeless and at- risk of homelessness services using SSH TANF funding; and

WHEREAS, This funding will has been allocated to county 501(c)3 not for profit agencies thru a competitive contracting process; and

WHEREAS, funding is subject to approval of the 2019 Gloucester County budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the SFY 2017 Grant application and the execution of an

RESOLUTION AUTHORIZING A GRANT APPLICATION AND AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES FOR THE 2019 HUMAN SERVICES PLANNING GRANT IN THE AMOUNT OF \$67,094.00, WITH AN IN KIND MATCH OF \$6,700.00 TOTALING \$73,794.00

WHEREAS, the Gloucester County Board of Chosen Freeholders seeks grant application and award from the New Jersey Department of Children and Families, Division of Child Protection and Permanency for three separate programs consisting of support to: (a) the Human Services Advisory Council (HSAC), (b) the Commission on Missing and Abused Children, and (c) the "Prevention of Adolescent Pregnancy Program; and

WHEREAS, the County is eligible to receive a total of \$67,094.00 under the 2019 Human Services Planning Grant with an in kind match County match of \$6,700.00, totaling \$73,794.00 for the grant period from January 1, 2019 to December 31, 2019 distributed as follows:

Human Services Advisory Council	\$ 62,770.00
Commission on Missing and Abused Children	\$ 3,324.00
Prevention of Teen Pregnancy	+ \$ 1,000.00
Subtotal	\$ 67,094.00
County In kind Match (HSAC Grant)	+ \$ 6,700.00
Total	\$ 73,794.00

WHEREAS, the Gloucester County Department of Health and Human Services has reviewed all data supplied in the application and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and attachments is true and correct.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board of Chosen Freeholders is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to the grant application referenced hereinabove, the resulting agreement and any other documents necessary at this time to carry out the objectives of this resolution; and

BE IT FURTHER RESOLVED, that the Board of Chosen Freeholders hereby confirms that the County shall comply with all applicable regulations of the granting authority, provide any necessary assurances as may be required, and designate the County Department of Health & Human Services with the responsibility for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 5, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAUIRE J. BURNS, CLERK OF THE BOARD

GRANT REQUEST FORM

DATE: November 29, 2018

TYPE OF GRANT

 NEW GRANT x RENEWAL

1. GRANT TITLE: FY2019 Human Services Planning Grant

GRANT TERM: FROM: 01/01/2019 TO: 12/31/2019

2. DATE APPLICATION DUE TO GRANTOR: 12/15/2018

3. CFDA NUMBER: _____

4. STATE GRANT NUMBER: 19ANHS

5. COUNTY DEPARTMENT: G..C. Division of Human and Disability Services

6. DEPT. CONTRACT PERSON & PHONE NO. Calvin Mc Farland 856 – 384-6878

7. NAME OF FUNDING AGENCY: NJDHS Div. of Child Protection & Permanency

8. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Funding provides staff support to the G.C. Human Services Advisory Council.

9. DID YOU READ THE GRANT AND UNDERSTAND ITS TERMS? YES

10. INDIRECT COST (IC) RATE 15.77%

11. IC CHARGED TO GRANT : \$0

12. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	\$ <u>62,770.00</u>	
CASH MATCH	\$ <u> 0 </u>	_____
IN-KIND MATCH	\$ <u>6,700.00</u>	_____
(Attached Documentation)		(Attach Documentation)
TOTAL PROGRAM BUDGET	<u>\$69,470.00</u>	

11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES _____ NO X
(IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S)

12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES X NO _____
EXPLAIN: _____

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: This funding assists the county in providing administrative support to the G.C. Human Services Advisory Council.

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL?
YES _____ NO X

DEPARTMENT HEAD: 
Signature
DATE: 11/19/18

- ***WHEN SUBMITTING A BUDGET AMENDMENT REQUEST PLEASE INCLUDE:
- COMMITMENT LETTER
 - SIGNED CONTRACT AGREEMENT AS SOON AS IT IS AVAILABLE
 - BUDGET PAGE C-2 WITH EXPLANATIONS

*ONLY ONE HARD COPY OF THE BUDGET AMENDMENT REQUEST IS REQUIRED

**2019 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS**

**2019 Budget
Human Services Planning Grant**

101	Salaries & Wages	\$62,770
-----	------------------	----------

Department _____

Form C-2
Department Code _____
Submission Date _____
Revision Date _____

GRANT REQUEST FORM

DATE: November 29, 2018

TYPE OF GRANT

 NEW GRANT x RENEWAL

1. GRANT TITLE: FY2019 Human Services Planning Grant /COMA

GRANT TERM: FROM: 01/01/2019 TO: 12/31/2019

2. DATE APPLICATION DUE TO GRANTOR: 12/15/2018

3. CFDA NUMBER: _____

4. STATE GRANT NUMBER: 19ANHS

5. COUNTY DEPARTMENT: G..C. Division of Human and Disability Services

6. DEPT. CONTRACT PERSON & PHONE NO. Calvin McFarland 856 – 384-6878

7. NAME OF FUNDING AGENCY: NJDHS Div. of Child Protection & Permanency

8. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Funding provides support to the Commission on Missing and Abused Children and to provide information designed to educate Government, Services Providers and Residents on the needs of this population and services available.

9. DID YOU READ THE GRANT AND UNDERSTAND ITS TERMS? YES

10. INDIRECT COST (IC) RATE 15.77%

11. IC CHARGED TO GRANT : \$0

12. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	\$ <u>3,234.00</u>	
CASH MATCH	\$ <u> 0 </u>	_____
IN-KIND MATCH	\$ <u> 0 </u>	(Attach Documentation)
(Attached Documentation)		
TOTAL PROGRAM BUDGET	<u>\$3,324.00</u>	

11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES _____ NO X
(IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S)
12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES X NO _____
EXPLAIN: _____

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: This funding assists the county in providing administrative support to the County Commission on Missing and Abused Children and related activities and programs.
14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL?
YES _____ NO X

DEPARTMENT HEAD: 
Signature

DATE: 11/19/18

- ***WHEN SUBMITTING A BUDGET AMENDMENT REQUEST PLEASE INCLUDE:
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**2019 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS**

**2019 Budget
Commission on Missing and Abused Children**

101	SALARIES Provides a portion of Carmen Trifileti's Salary	\$212.00
215	CONSULTANTS Consultants for annual conference and other events.	\$1,100.00
275	PRINTING Provides for outside printing of the Youth Services Guide and other printer materials as necessary.	\$500.00
430	FOOD Provides for refreshments for two annual workshops and other events as necessary.	\$1,100.00
410	PAPER Provides for paper and copying for Committee meetings.	\$322.00

Department _____

Form C-2
Department Code _____
Submission Date _____
Revision Date _____

Department:

Grant Title: 2019 Commission on Missing and Abused Children

Salary and Wages Detail

List all Employees within the program

insert more lines if necessary

Highlighted cells are formulas and should not be changed

Fringe

Update the fringe rate if necessary

2019 Fringe is 60.40% for PERS and 68.02% for Police and Fire

Name	Title	Salary	Fringe	Grant Funds	County Funds	Total Funds
Carmelo Trifileti	Clerk Typist I	\$ 36,109	60.40%	\$ 21,809.84	\$ 212.00	\$ 57,706.84
Employee Name	Employee Title	\$ -	0.00%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00%	\$ -	\$ -	\$ -
		\$ 36,109		\$ 21,810	\$ 212	\$ 57,707
		(a)	(c)			

Other Expenses	Grant Funds	County Funds	Total OE
215	\$ 1,100.00	\$ -	\$ 1,100.00
275	\$ 500.00	\$ -	\$ 500.00
430	\$ 1,100.00	\$ -	\$ 1,100.00
410	\$ 322.00	\$ -	\$ 322.00
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
	\$ 3,022.00	\$ -	\$ 3,022.00
			(b)

Total Program Cost	Grant	County	Total
	\$ 3,234.00	\$ 57,707	\$ 60,940.84
	(e)	(f)	(d)

Grant Funding History

	New	15-XXX	14-XXX	13-XXX	12-XXX
S&W, Fringe	\$ 212.00	\$ 212.00	\$ 212.00	\$ 212.00	\$ 212.00
OE	\$ 3,022.00	\$ 3,022.00	\$ 3,022.00	\$ 3,022.00	\$ 3,022.00
	\$ 3,234.00	\$ 3,234.00	\$ 3,234.00	\$ 3,234.00	\$ 3,234.00

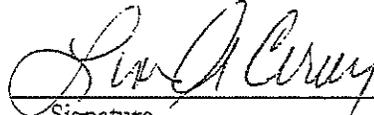
11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES _____ NO X
(IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S)

12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES X NO _____
EXPLAIN: _____

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: This funding assists the county in promoting Teen Pregnancy Prevention awareness.

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL?
YES _____ NO X

DEPARTMENT HEAD: _____


Signature

DATE: 11/19/18

***WHEN SUBMITTING A BUDGET AMENDMENT REQUEST PLEASE INCLUDE:

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- SIGNED CONTRACT AGREEMENT AS SOON AS IT IS AVAILABLE
- BUDGET PAGE C-2 WITH EXPLANATIONS

*ONLY ONE HARD COPY OF THE BUDGET AMENDMENT REQUEST IS REQUIRED

**2019 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS**

**PREVENTION OF TEEN PREGNANCY
2019 Budget**

299 Other Outside Services

\$1,000.00

Department _____

Form C-2
Department Code _____
Submission Date _____
Revision Date _____

Department: G.C. Division of Human Disability Services

Grant Title: 2019 Teen Pregnancy Prevention

Salary and Wages Detail

List all Employees within the program

insert more lines if necessary

Highlighted cells are formulas and should not be changed

Fringe

Update the fringe rate if necessary

2019 Fringe is 60.40% for PERS and 68.02% for Police and Fire

Name	Title	Salary	Fringe	Grant Funds	County Funds	Total Funds
Employee Name	Employee Title	\$ -	0.00%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00%	\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		(a)	(c)			

Other Expenses	Grant Funds	County Funds	Total OE
911	\$ 1,000.00	\$ -	\$ 1,000.00
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
	\$ 1,000.00	\$ -	\$ 1,000.00
			(b)

Total Program Cost	Grant	County	Total
\$	\$ 1,000.00	\$ -	\$ 1,000.00
	(e)	(f)	(d)

Grant Funding History

	New	15-XXX	14-XXX	13-XXX	12-XXX
S&W, Fringe	\$ -	\$ -	\$ -	\$ -	\$ -
OE	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00



State of New Jersey

DEPARTMENT OF CHILDREN AND FAMILIES
DIVISION OF CHILD PROTECTION AND PERMANENCY
SOUTHERN BUSINESS OFFICE
4 ECHELON PLAZA, 1ST FLOOR
201 LAUREL ROAD
VOORHEES, NJ 08043
(856) 772-1549

PHILIP MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

CHRISTINE NORBUT BEYER
Commissioner

September 5, 2018

Lisa A. Cerny, Director
Gloucester County Department of Human Services
115 Budd Boulevard
Route 45 & Budd Boulevard
Woodbury, NJ 08096

Re: Contract # 19ANHS

Dear Ms. Cerny:

I am pleased to inform you that the Department of Children and Families (DCF), Division of Child Protection and Permanency (DCP&P), will be renewing the contract with your agency. Your current contract will expire on December 31, 2018.

Enclosed is a contract renewal package that includes enclosed forms and/or mechanisms to obtain the Standard Language Agreement, Annex A, Schedule of Estimated Claims, Donor Agreement(s), Contract Renewal Checklist, Chapter 51, Business Associate Agreement, Affirmative Action Forms and the Notification of Licensed Public Accountant (NLPA). Contract forms including the Annex A and the Annex B (if applicable) are also available for downloading on the DCF Contract Website at <http://nj.gov/dcf/providers/contracting/forms/>. **Providers are encouraged to utilize the website and download the forms. Other documents that are specific to your agency may be scanned or prepared in a PDF format so that they may be transmitted through the email system.**

As you are aware, DCF receives State funds for this contract through State appropriations – typically through the annual appropriations act. Because we are sending out your renewal package prior to the new state fiscal year the funding level in the renewal package is dependent on the budget for the State fiscal year which begins on July 1, 2019. The contract Standard

www.nj.gov/dcf

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Language Document contains a provision making it contingent upon the availability of funds to DCF. Whether funds are available to DCF will be determined by DCF in its sole discretion. In the event that appropriations to DCF are not sufficient to fund all of our services and programs, DCF, in its sole discretion, may determine to reduce the amount of services or discretion. In the event that appropriations to DCF are not sufficient to fund all of our services and programs, DCF, in its sole discretion, may determine to reduce the amount of services or funding to be provided under this contract(s) or to terminate the contract(s) pursuant to the contract terms.

This letter is being made a part of the above referenced contract renewal package. Please countersign below and return this letter to your contract administrator.

You will find below important information regarding your contract renewal packet.

State Law PL2001, c.134

This law requires that all contractors and sub-contractors with state, county and municipal agencies provide proof of registration with the Department of Treasury, Division of Revenue. Please include proof of your business registration with your renewal package. Information regarding proof of registration can be found at www.state.nj.us/treasury/revenue/proofreg.htm.

Audit Requirements

1. Submit the completed Notification of Licensed Public Accountant (NLPA), with your renewal package. The NLPA form can be found at www.state.nj.us/dcf/contract. The auditor's license must be attached to the completed NLPA.
2. Within 120 days after the close of your current contract, submit your agency's audit report to: Department of Children and Families, Office of Auditing and Contract Negotiations, PO Box 729, Trenton, NJ 08625-0729. Send a *copy* of the audit report to your assigned contract administrator.
3. Make certain that all information supplied applies to your agency's *current* contract, not the renewal contract.
4. For more information, please refer to the DCF Audit Requirements Policy, DCF.P7.06-2007 at: www.state.nj.us/dcf/contract.

Business Associates Agreement (HIPAA)

If applicable to your contract, included with this contract renewal packet is a copy of the Business Associates Agreement. Under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), DCF, as a covered entity, is required to establish a formal Business Associates Agreement with contract providers who share or disclose protected health information. Please sign and return the Business Associate Agreement with your contract renewal package.

Public Law 2005, Chapter 51

The Public Law 2005, Chapter 51 is required for all for-profit providers and for individual providers. The law requires the certification and disclosure of certain political contributions and the subsequent ineligibility of the contracted provider to do business with the State of New Jersey if the contract exceeds \$17,500 and a political contribution has been made.

1. Chapter 51 documents must be completed and signed and returned with the renewal package.
2. Please note that contracts cannot be renewed without the inclusion of these documents.
3. If an agency has more than one contract, this paperwork must be completed for each contract.
4. Information on Chapter 51 and the aforementioned related forms can be obtained from the Department of Treasury website at www.nj.gov/treasury/purchase/execorder134.htm.

Certificate of Employee Information Report

Under NJSA 10:5-31, Et.Seq (NJAC 17:27), a Certificate of Employee Information Report is required before the awarding of social service contract funding. Please include the Certificate of Employee Information Report with your renewal packet. Provider agencies can obtain this certificate by completing and submitting an Employee Information Report to the Department of Treasury, Division of Contract Compliance and Equal Employment Opportunity. The Employee Provider Report form and instructions can be found on the Treasury website at: www.nj.gov/treasury/contract_compliance.

Proof of Insurance

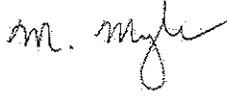
Proof of adequate insurance coverage is required. Please submit with the renewal packet a copy of the insurance declaration page(s) showing the amounts and types of insurance. The "State of New Jersey" must be named as the additional insured (followed by the name of the departmental component and its mailing address). Also, bonding certificates/insurance must be submitted. Please refer to the Standard Language Document ([DCF.P2.01](#)) for more information.

Please return all requested materials to me by December 3, 2018. Be mindful that funding cannot be released until all contract documents are executed. Therefore, you should endeavor to submit all the required renewal package documents in a timely manner. If you anticipate your renewal will be late, be certain to contact me immediately.

If you have any questions concerning the renewal process, please contact me at (856)772-1549 x1029.

Thank you for your service to the children and families of New Jersey.

Sincerely,



Madeleine Myles
Contract Administrator 2
Southern Business Office

I agree to the terms of this letter. This letter is made a part of the contract listed above.



President/CEO
Robert M. Damminger

Name of Agency
County of Gloucester

Date

Enclosures

Schedule of Estimated Claims

Third Party Contract Summary Report - Page 1 of 2

Provider Gloucester Co. D.H.S./HSAC
 Division DCPD
 Contract 19ANHS
 Dates 1/1/2019 to 12/31/2019

Contract Characteristics

Reporting Requirements

- None
- Monthly
- Quarterly
- Other

Advance Payments

- None
- Monthly

Type of Contract

- Cost Related
- Non-Cost Related

Reimbursement Type

- Periodic Reported Expenditures
- Installments
- Provisional
- Fixed Rate

Account and CFDA Information	Amt
1610-039 (Non-CFDA Acct)	\$66,004.00
1630-033 (93.558 TEMP ASSIST FOR NEEDY FAMILIES)	\$1,000.00
Grand Total	\$67,004.00

Authorized Provider Signature

Date

Contract Supervisor Signature

Date

Schedule of Estimated Claims

Third Party Contract Summary Report - Page 2 of 2

Provider Gloucester Co. D.H.S./HSAC

Division DCPD

Contract 19ANHS

Dates 1/1/2019 to 12/31/2019

Original Contract Ceiling
\$67,004.00

Contract Modifications	
Mod 1	\$0.00
Mod 2	\$0.00
Mod 3	\$0.00
Mod 4	\$0.00
Mod 5	\$0.00
Mod 6	\$0.00
Mod 7	\$0.00
Mod 8	\$0.00
	\$0.00

Total Contract Ceiling
\$67,004.00

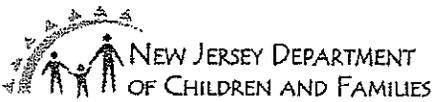
Total Match Amount
\$6,700.00

Amended Contract Ceiling *
\$67,004.00

Payments by Month *	
2019 January	\$5,584.00
2019 February	\$5,584.00
2019 March	\$5,584.00
2019 April	\$5,584.00
2019 May	\$5,584.00
2019 June	\$5,584.00
2019 July	\$5,584.00
2019 August	\$5,584.00
2019 September	\$5,584.00
2019 October	\$5,584.00
2019 November	\$5,584.00
2019 December	\$5,580.00
Grand Total	\$67,004.00

Payments by State Fiscal Year *		
2019	1610-039	\$33,006.00
2019	1630-033	\$498.00
2020	1610-039	\$32,998.00
2020	1630-033	\$502.00
Grand Total		\$67,004.00

* Please note, if this SEC contains mortgage repayment(s) those deductions are reflected.



Component
2
 Schedule of Estimated Claims
 Third Party Contracts

SEC version 8/22/2016

Provider Name Gloucester Co. D.H.S./HSAC
 Component Name Abused Missing Child Comm.

Contract Administrator Madeleine Myles

Division	DCPP	Contract No	19ANHS	Contract Start	1/1/2019	Contract End	12/31/2019
----------	------	-------------	--------	----------------	----------	--------------	------------

Type of Funding	<input checked="" type="checkbox"/> Annualized Balance Forward	<input type="checkbox"/> Prorated Final Year	<input type="checkbox"/> 1-time Funding
1610-039 (Non-CFDA Acct)			
Social Service Block Grant (SSBG)			
	Month	YY	Amount
Enter	1	2019	\$270.00
Mod #	2	2019	\$270.00
1 thru 8 above.	3	2019	\$270.00
If new or renewal leave blank	4	2019	\$270.00
	5	2019	\$270.00
	6	2019	\$270.00
	7	2019	\$270.00
	8	2019	\$270.00
Match Required?	9	2019	\$270.00
<input type="checkbox"/> No	10	2019	\$270.00
<input checked="" type="checkbox"/> Yes	11	2019	\$270.00
	12	2019	\$264.00
0.0%	Total		\$3,234.00

Type of Funding	<input type="checkbox"/> Annualized Balance Forward	<input type="checkbox"/> Prorated Final Year	<input type="checkbox"/> 1-time Funding
(enter Account with CFDA from drop-down)			
(enter Funding Source from drop-down)			
	Month	YY	Amount
Enter			
Mod #			
1 thru 8 above.			
If new or renewal leave blank			
Match Required?			
<input type="checkbox"/> No			
<input checked="" type="checkbox"/> Yes			
0.0%	Total		\$0.00

Type of Funding	<input type="checkbox"/> Annualized Balance Forward	<input type="checkbox"/> Prorated Final Year	<input type="checkbox"/> 1-time Funding
(enter Account with CFDA from drop-down)			
(enter Funding Source from drop-down)			
	Month	YY	Amount
Enter			
Mod #			
1 thru 8 above.			
If new or renewal leave blank			
Match Required?			
<input type="checkbox"/> No			
<input checked="" type="checkbox"/> Yes			
0.0%	Total		\$0.00

Type of Funding	<input type="checkbox"/> Annualized Balance Forward	<input type="checkbox"/> Prorated Final Year	<input type="checkbox"/> 1-time Funding
(enter Account with CFDA from drop-down)			
(enter Funding Source from drop-down)			
	Month	YY	Amount
Enter			
Mod #			
1 thru 8 above.			
If new or renewal leave blank			
Match Required?			
<input type="checkbox"/> No			
<input checked="" type="checkbox"/> Yes			
0.0%	Total		\$0.00

Type of Funding	<input type="checkbox"/> Annualized Balance Forward	<input type="checkbox"/> Prorated Final Year	<input type="checkbox"/> 1-time Funding
(enter Account with CFDA from drop-down)			
(enter Funding Source from drop-down)			
	Month	YY	Amount
Enter			
Mod #			
1 thru 8 above.			
If new or renewal leave blank			
Match Required?			
<input type="checkbox"/> No			
<input checked="" type="checkbox"/> Yes			
0.0%	Total		\$0.00

Type of Funding	<input type="checkbox"/> Annualized Balance Forward	<input type="checkbox"/> Prorated Final Year	<input type="checkbox"/> 1-time Funding
(enter Account with CFDA from drop-down)			
(enter Funding Source from drop-down)			
	Month	YY	Amount
Enter			
Mod #			
1 thru 8 above.			
If new or renewal leave blank			
Match Required?			
<input type="checkbox"/> No			
<input checked="" type="checkbox"/> Yes			
0.0%	Total		\$0.00

Type of Funding	<input type="checkbox"/> Annualized Balance Forward	<input type="checkbox"/> Prorated Final Year	<input type="checkbox"/> 1-time Funding
(enter Account with CFDA from drop-down)			
(enter Funding Source from drop-down)			
	Month	YY	Amount
Enter			
Mod #			
1 thru 8 above.			
If new or renewal leave blank			
Match Required?			
<input type="checkbox"/> No			
<input checked="" type="checkbox"/> Yes			
0.0%	Total		\$0.00

Type of Funding	<input type="checkbox"/> Annualized Balance Forward	<input type="checkbox"/> Prorated Final Year	<input type="checkbox"/> 1-time Funding
(enter Account with CFDA from drop-down)			
(enter Funding Source from drop-down)			
	Month	YY	Amount
Enter			
Mod #			
1 thru 8 above.			
If new or renewal leave blank			
Match Required?			
<input type="checkbox"/> No			
<input checked="" type="checkbox"/> Yes			
0.0%	Total		\$0.00

Type of Funding	<input type="checkbox"/> Annualized Balance Forward	<input type="checkbox"/> Prorated Final Year	<input type="checkbox"/> 1-time Funding
(enter Account with CFDA from drop-down)			
(enter Funding Source from drop-down)			
	Month	YY	Amount
Enter			
Mod #			
1 thru 8 above.			
If new or renewal leave blank			
Match Required?			
<input type="checkbox"/> No			
<input checked="" type="checkbox"/> Yes			
0.0%	Total		\$0.00

Component Match Percentage	0.00%
Component Match Amount	\$0.00
Original Component Ceiling	\$3,234.00
Modifications to Component Ceiling	\$0.00
Total Component Ceiling	\$3,234.00
Mod 1	\$0.00
Mod 2	\$0.00
Mod 3	\$0.00
Mod 4	\$0.00
Mod 5	\$0.00
Mod 6	\$0.00
Mod 7	\$0.00
Mod 8	\$0.00

NOTES:

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Department: G.C. Division of Human and Disability Services

Grant Title: 2019 Human Services Planning Grant

Salary and Wages Detail

List all Employees within the program

insert more lines if necessary

Highlighted cells are formulas and should not be changed

Fringe

Update the fringe rate if necessary

2018 Fringe is 60.40% for PERS and 68.02% for Police and Fire

Name	Title	Salary	Fringe	Grant Funds	County Funds	Total Funds
Calvin Mc Farland	Sr Program Anlst	\$ 85,257	60.40%	\$ 51,495.23	\$ 18,246.00	\$ 118,506.23
Rick Gaydos	Program Anlst	\$ 81,087	60.40%	\$ 48,976.55	\$ 37,559.00	\$ 92,504.55
Donna Cuccetta	Accounting Ast	\$ 30,000	60.40%	\$ 18,120.00	\$ 6,278.00	\$ 41,842.00
Carmelo Trifileti	Clerical	\$ 36,109	60.40%	\$ 21,809.84	\$ 687.00	\$ 57,231.84
Employee Name	Employee Title	\$ -	0.00%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00%	\$ -	\$ -	\$ -
		\$ 232,453		\$ 140,402	\$ 62,770	\$ 310,085
		(a)	(c)			

Other Expenses	Grant Funds	County Funds	Total OE
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -

(b)

	Grant	County	Total
Total Program Cost	\$ 62,770.00	\$ 310,085	\$ 372,854.61
	(e)	(f)	(d)

Grant Funding History

	New	15-XXX	14-XXX	13-XXX	12-XXX
S&W, Fringe	\$ 62,770.00	\$ 62,770.00	\$ 62,770.00	\$ 62,770.00	\$ 62,770.00
OE	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 62,770.00	\$ 62,770.00	\$ 62,770.00	\$ 62,770.00	\$ 62,770.00



**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230**

SOURCE DISCLOSURE FORM

BID SOLICITATION #: 19ANHS **VENDOR {BIDDER}:** _____ **COUNTY OF GLOUCESTER**

The Vendor {Bidder} submits this form in response to a Bid Solicitation issued by the State of New Jersey, Department of the Treasury, Division of Purchase and Property, in accordance with the requirements of N.J.S.A. 52:34-13.2.

PART 1

- All services will be performed by the Contractor and Subcontractors in the United States. Skip Part 2.
- Services will be performed by the Contractor and/or Subcontractors outside of the United States. **Complete Part 2.**

PART 2

Where services will be performed outside of the United States, please list every country where services will be performed by the Contractor and all Subcontractors. If any of the services cannot be performed within the United States, the Contractor shall state, with specificity, the reasons why the services cannot be performed in the United States. The Director of the Division of Purchase and Property will review this justification and if deemed sufficient, the Director may seek the Treasurer's approval.

Name of Contractor / Sub-contractor	Performance Location by Country	Description of Service(s) to be Performed Outside of the U.S.	Reason Why the Service(s) Cannot be Performed in the U.S.
G.C. Division of Human and Disability Services	United States	none	n/a

Any changes to the information set forth in this form during the term of any Contract awarded under the referenced Bid Solicitation or extension thereof will be immediately reported by the Contractor to the Director of the Division of Purchase and Property.

If during the term of the Contract the Contractor shifts the location of services outside the United States, without a prior written determination by the Director, the Contractor shall be deemed in breach of Contract, and the Contract will be subject to termination for cause pursuant to the State of New Jersey Standard Terms and Conditions.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature
Robert M. Damming - Freeholder Director

Print Name and Title

Date

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

STANDARD LANGUAGE DOCUMENT
FOR SOCIAL SERVICE AND TRAINING CONTRACTS

This CONTRACT is effective as of the date recorded on the signature page between the Department and the Provider Agency identified on the signature page.

WHEREAS the New Jersey Department of Children and Families (the "Department") has been duly designated under the authority of N.J.S.A. 30:1A-1, 30:1-11, 30:1-12, and 30:1-20 to administer or supervise the administration of social service and training programs and has, in turn, designated the Departmental Component to be directly responsible for the funding, implementation and administration of certain social service and training programs, including the program(s) covered by this Contract; and

WHEREAS the Department desires that the Provider Agency provide services and the Provider Agency has agreed to provide services in accordance with the terms and conditions contained in this Contract;

THEREFORE, the Department and the Provider Agency agree as follows:

I. DEFINITIONS

For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:

Additional Named Insured means an endorsement to an insurance policy extending the coverage to the State of New Jersey against loss in accordance with the terms of the policy. Naming the State as an additional named insured permits the Department to pay the premium should the named insured fail to do so.

Annex(es) means the attachment(s) to this document containing programmatic and financial information.

Contract means one of the Department's social service or training Contracts with a Provider Agency. Terms and conditions of the Contract are included in the Standard Language Document, Annex(es), appendices, attachments and Contract Modifications (including any approved assignments and subcontracts) and supporting documents. The Contract constitutes the entire binding agreement between the Department and the Provider Agency.

Department means the New Jersey Department of Children and Families. It means, where appropriate from the context, the Division, Commission, Bureau, Office, Unit or other designated component of the Department of Children and Families responsible for the administration of particular Contract programs.

Departmental Component means the Division, Bureau, Commission, Office or other Unit within the Department responsible for the negotiation, administration review, approval, and monitoring of certain social service or training Contracts.

Expiration means the cessation of the Contract because its term has ended.

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

Notice means an official written communication between the Department and the Provider Agency. All Notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the persons and addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

The Notice shall also be sent by regular mail and shall be presumed to have been received by the addressee five days after being sent to the last address known by the Department.

Provider Agency (also Provider) means the public or private organization which has a social service or training Contract with the Department.

Termination means an official cessation of this Contract, prior to the expiration of its term that results from action taken by the Department or the Provider Agency in accordance with provisions contained in this Contract.

II. BASIC OBLIGATIONS OF THE DEPARTMENT

Section 2.01 Payment. As established in the Annex(es), payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the Department in accordance with the time frames specified in the Annex(es). Total payments shall not exceed the maximum Contract amount, if any, specified in the Annex(es). All payments authorized by the Department under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.13 Audit or on the basis of any Department monitoring or evaluation of the Contract.

Section 2.02 Referenced Materials. Upon written request of the Provider Agency, the Department shall make available to the Provider Agency copies of federal and State regulations and other material specifically referenced in this document.

III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

Section 3.01 Contract Services. The Provider Agency shall provide services to eligible persons in accordance with all specifications contained in this Contract.

Section 3.02 Reporting. The Provider Agency shall submit to the Department programmatic and financial reports on forms provided by the Department and within the stated time parameters. The reporting frequency and due date(s) are specified and sample forms to be used are included in the Annex(es), or otherwise made available by the Departmental Component.

Section 3.03 Compliance with Laws. The Provider Agency agrees in the performance of this Contract to comply with all applicable federal, State and local laws, rules and regulations (collectively, "laws"), including but not limited to the following:

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

- a. State and local laws relating to licensure; federal and State laws relating to safeguarding of client information;
- b. The federal Civil Rights Act of 1964 (as amended);
- c. P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive orders pertaining to affirmative action and nondiscrimination in public contracts;
- d. The New Jersey Law Against Discrimination (LAD) (N.J.S.A. 10:5-1 et seq.)
- e. The federal Equal Employment Opportunity Act;
- f. Section 504 of the federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap, and regulations thereunder;
- g. The Americans With Disabilities Act (ADA), 42 U.S.C. 12101 et seq.; and
- h. Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b)

Failure to comply with the laws, rules and regulations referenced above shall be grounds for Termination of this Contract for cause.

If any provision of this Contract shall conflict with any federal or State law(s) or shall have the effect of causing the State to be ineligible for federal financial participation in payment for Contract services, the specific Contract provision shall be considered amended or nullified to conform to such law(s). All other Contract provisions shall remain unchanged and shall continue in full force and effect.

Section 3.04 Business Associate Agreements and State Confidentiality Statues. DCF is a covered entity pursuant to the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C.A. §1320d et seq. (HIPAA); 45 CFR Parts 160 and 164. Before a Provider Agency obtains or is permitted to access, to create, maintain or store Protected Health Information (PHI) as part of its responsibility under this Contract, the Provider Agency shall first execute a Department of Children and Families Business Associate Agreement (BAA). A Provider Agency, whose work under this Contract does not involve PHI is not required to execute a BAA. DCF shall have the sole discretion to determine when a Provider Agency's work will involve PHI. Protected Health Insurance shall have the same meaning as in 45 CFR 160.103.

Provider Agencies that enter any subcontract where the work for the subcontract involves an individual's PHI shall require its subcontractor to execute a BAA that meets all the

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

requirements of HIPAA, including those in 45 CFR 164.504(e). A standard form of BAA is available for a Provider Agency's use from the Department. If the BAA is breached by the Provider Agency, or its subcontractor, the Provider Agency shall notify the Department within 24 hours of the breach. The Department may, in its sole discretion and at any time, request a BAA compliance audit or investigation of the Provider Agency or its subcontractor with which the Provider Agency has entered into a BAA. The Provider Agency shall cooperate with all Department requests for a BAA compliance audit and/or investigation and shall require that its subcontractor cooperate with all Departmental requests for BAA compliance audits and investigations.

In addition to the confidentiality requirements of HIPAA, if applicable, a Provider Agency shall maintain the confidentiality of all certificates, applications, records and reports ("Records") that directly or indirectly identify any individual and shall not disclose these Records except where disclosure is consistent with applicable Department statute and regulations and the BAA, if any.

Section 3.05 Business Registration.

NOTE: This section does not apply to governmental agencies or non-profit organizations.

The Provider Agency must have a valid Business Registration Certificate (BRC) issued by the Department of Treasury, Division of Revenue prior to the award of a contract in accordance with N.J.S.A. 52:32-44(b). No State Agency may Contract with a Provider Agency if the Provider has not filed for its incorporation papers or filed its annual business registration. Furthermore, no Provider Agency that Contracts with the Department shall enter into any subcontract unless the subcontractor can demonstrate that it is incorporated in the State of New Jersey and its annual business registration is current, and follows the provisions prescribed in this Standard Language Document. Failure to comply with this paragraph or the above-referenced citation will result in cause for the Department to Terminate this Contract.

Section 3.06 Set-Off for State Tax and Child Support. Pursuant to N.J.S.A. 54:49-19, if the Provider is entitled to payment under the Contract at the same time as it is indebted for any State tax (or is otherwise indebted to the State) or child support, the State Treasurer may set off that payment by the amount of the indebtedness.

Section 3.07 Source Disclosure. N.J.S.A. 52:34-13.2, that codified Public Law 2005, c.92 and Executive Order 129, requires when submitting a Request for Proposals and/or Contract, the Provider Agency shall submit as part of their proposal and/or Contract Certification listing where their contracted services will be performed and if the contracted services, or any portion thereof, will be subcontracted and where any subcontracted services will be performed.

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DEPARTMENT OF CHILDREN AND FAMILIES**

Any changes to the information submitted in the Source Disclosure Certification during the term of the Contract must be immediately reported to the Director of the Division of Purchase and Property and to the Departmental Component within the Department for whom the contracted services are being performed. A Provider that shifts its activities outside the United States and its constituent Commonwealths and territories without prior written affirmation by the Director attesting to the fact that extraordinary circumstances required the shift or that the failure to shift the services would result in the infliction of economic hardships to the State of New Jersey, shall be deemed to be in breach of Contract which would be subject to Termination by the Department.

Section 3.08 Provider Certification and Disclosure of Political Contributions.

NOTE: Non-profit organizations are exempted from the requirements of Section 3.08.

N.J.S.A. 19:44A-20.13 to 19:44A-20.25, that codified Public Law 2005, Chapter 51 and Executive Order 134, and Executive Order 117, requires that any for-profit agency that seeks or contracts to provide services in the amount of \$17,500 or more must submit to the Department the Certification and Disclosure of Political Contribution forms. This form includes a certification that the business entity has not, during certain specified time frames, solicited or made any contribution of money, pledge of reportable contributions, including in-kind contributions, to any candidate committee and/or election fund of the Governor or Lieutenant Governor, any legislative leadership committee or any State, county or municipal political party committee. The form also requires disclosure of any of the above-referenced reportable contributions made by the business entity, its principals, officers, partners, directors, spouses, civil union partners and resident children.

If awarded a Contract, the Provider will, on a continuing basis, continue to report any Contribution it makes during the term of the Contract, and any extension(s) thereof. Failure to do so will result in Termination of the Contract and could result in the debarment from public contracting of the Provider for a period of up to five years.

Section 3.09 Contract Certification and Political Contribution Disclosure Form. The Provider Agency is advised of its responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c.271, section 3 if the Provider Agency receives Contracts in excess of \$50,000 from a public entity in a calendar year. It is the Provider Agency's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us/

Section 3.10 Equal Employment Opportunity. Pursuant to N.J.S.A. 10:5-31 *et seq.*, N.J.A.C. 17:27, during the performance of this Contract, the Provider Agency agrees as follows:

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

- a. The Provider Agency and any subcontractor(s) will not discriminate against any client, 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.
- b. Except with respect to affectional or sexual orientation and gender identity or expression, the Provider will take affirmative action to ensure that such applicants are recruited and employed by DCF contracted agencies.
- c. The Provider Agency will ensure that equal opportunity is afforded to all employees in recruitment and employment, and that all employees are treated equally during employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, disability, nationality or sex. Such action 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.
- d. The Provider Agency 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.
- e. The Provider Agency and subcontractor(s), in all solicitations or advertisements for employees placed by or on behalf of the Provider shall 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.
- f. The Provider Agency and subcontractor(s) will send a notice to each labor union or representative with which it has a collective bargaining agreement, other contract, or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Provider's commitments under this act and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
- g. The Provider Agency and subcontractor(s) agree 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.

**STATE OF NEW JERSEY
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- h. The Provider Agency or subcontractor agrees to make a good faith attempt to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract Compliance & EEO pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- i. The Provider Agency or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- j. The Provider Agency or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable State and federal law and applicable State and federal court decisions.
- k. The Provider Agency and subcontractor agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.
- l. The Provider Agency and its subcontractors shall furnish such reports or other documents to the Department from time to time in order to carry out the purposes of these regulations, and the Department shall furnish such information to the Department of Treasury, Division of Contract Compliance and EEO, as may be requested by the DCF for conducting a compliance investigation pursuant to Subchapter 10 of N.J.A.C.17:27.

Section 3.10.1 Anti-Discrimination Provisions. Pursuant to N.J.S.A. 10:2-1, during the performance of this Contract, the Provider Agency agrees as follows:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or

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- furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
 - c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
 - d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

Section 3.11 Department Policies and Procedures. In the administration of this Contract, the Provider Agency shall comply with all applicable policies and procedures issued by the Department including, but not limited to, the policies and procedures contained in the Department's Contract Reimbursement Manual (as from time to time amended) and the Department's Contract Policy and Information Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to Terminate this Contract.

Section 3.12 Financial Management System. The Provider Agency's financial management system shall provide for the following:

- a. Accurate, current and complete disclosure of the financial results of this Contract and any other contract, grant, program or other activity administered by the Provider Agency;
- b. Records adequately identifying the source and application of all Provider Agency funds and all funds administered by the Provider Agency. These records shall contain information pertaining to all contract and grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income;

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- c. Effective internal control structure over all funds, property, and other assets. The Provider Agency shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;
- d. Comparison of actual outlays with budgeted amounts for this Contract and for any other contract, grant, program or other activity administered by the Provider Agency;
- e. Accounting records supported by source documentation;
- f. Procedures to minimize elapsed time between any advance payment issued and the disbursement of such advance funds by the Provider Agency; and
- g. Procedures consistent with the provisions of any applicable Departmental policies and procedures for determining the reasonableness, allowability, and allocability of costs under this Contract.

Section 3.13 Audit. The Department requires submission of the Provider Agency's annual organization-wide audit. Non-compliance is grounds for Termination.

Audits shall be conducted in accordance with the Federal Single Audit Act of 1984, generally accepted auditing standards as specified in the Statements on Auditing Standards issued by the American Institute of Certified Public Accountants and Government Auditing Standards issued by the Comptroller General of the United States.

At any time during the Contract term, the Provider Agency's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the Provider Agency under Section 5.02 Assignment and Subcontracts may be subject to audit or review by the Department, by any other appropriate unit or agency of State or federal government, and/or by a private firm or firms retained or approved by the Department for such purpose.

Whether or not such audits are conducted during the Contract term, a final financial and compliance audit of Contract operations, including the relevant operations of any assignees or subcontractors, may be conducted after Contract Termination or Expiration. The Provider Agency is subject to audit up to four years after Termination or Expiration of the Contract. If any audit has been started but not completed or resolved before the end of the four year period, the Provider Agency continues to be subject to such audit until it is completed and resolved.

The Provider Agency shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such

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records shall be made available to the New Jersey Office of the State Comptroller upon request.

Section 3.14 Federal Davis-Bacon Act and New Jersey Prevailing Wage Act. Any Department Contract containing federal funds in excess of \$2,000 utilized for the construction, alteration, renovation, repair, or modification of public works or public buildings to which the federal government is a party or any Contract for similar work on public works financed with federal funds must comply with the federal Davis-Bacon Act, 40 U.S.C. section 276a et seq. The Davis-Bacon Act requires that the Provider must pay the prevailing wages to each designated worker class engaged under the Contract at wage rates determined by the U.S. Secretary of Labor.

Any subsequent Provider Agency, Contract, or subcontract for any public work in excess of \$2,000 State funds of which the Department is a party shall comply with the N.J. Prevailing Wage Act, N.J.S.A. 34:11-56.27. Such Contracts or subcontracts shall contain a provision stating that the prevailing wage rate, as designated by the New Jersey Commissioner of Labor, must be paid to all designated classes of workers employed through said Contracts or subcontracts. The Provider Agency must determine if the New Jersey Prevailing Wage Act applies and follow all directives per N.J.S.A. 34:11-56 et seq.

Section 3.15 Contract Closeout. The Provider Agency shall comply with all requirements of Department Policy: DCF.P7.01 Contract Closeout. This includes the prompt submittal of the final Report of Expenditures and any other financial or programmatic reports required by the Department. All required documentation is due within 120 days of Contract Expiration or Termination.

IV. TERMINATION

The Department may Terminate or suspend this Contract in accordance with the sections listed below.

Section 4.01 Termination for Convenience by the Department or Provider Agency. The Department or Provider Agency may Terminate this Contract upon 60 Days written advance Notice to the other party for any reason whatsoever.

The parties expressly recognize and agree that the Department's ability to honor the terms and conditions of this Contract is contingent upon receipt of federal funds and/or appropriations of the State legislature. If during the term of this Contract, therefore, the federal and/or the State government reduces its allocation to the Department, the Department reserves the right, upon Notice to the Provider Agency, to reduce or Terminate the Contract.

Section 4.02 Default and Termination for Cause. If the Provider Agency fails to fulfill or comply with any of the terms or conditions of the Contract, in whole or in part, the

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Department may by Notice place the Provider Agency in default status, and take any action(s) listed in accordance with Department Policy DCF.P9.05, Contract Default. Notice shall follow the procedures established in the policy.

The above notwithstanding, the Department may immediately upon Notice Terminate the Contract prior to its expiration, in whole or in part, whenever it is determined that the Provider Agency has jeopardized the safety and welfare of the Department's clients, materially failed to comply with the terms and conditions of the Contract, or whenever the fiscal or programmatic integrity of the Contract has been compromised. The Notice of Termination shall state the reason for the action(s); the Provider Agency's informal review options, time frames, and procedures; the effective date of the Termination; and the fact that a request for a review of the decision for action(s) does not preclude the determined action(s) from being implemented.

Section 4.03 Termination Settlement. When a Contract is terminated under any section of Section IV or policy DCF.P9.05, Contract Default, the Provider Agency shall be prohibited from incurring additional obligations of Contract funds. The Department may allow costs which the Provider Agency could not reasonably avoid during the Termination process to the extent that said costs are determined to be necessary and reasonable.

The Provider Agency and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.13 Audit.

V. ADDITIONAL PROVISIONS

Section 5.01 Application of New Jersey Law. This Contract shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey including the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the Law Against Discrimination (LAD) (N.J.S.A. 10:5-1 et seq.).

Section 5.02 Assignment and Subcontracts. This Contract, in whole or in part, may not be assigned by the Provider Agency or assumed by another entity for any reason including but not limited to changes in the corporate status of the Provider Agency, without the prior written consent of the Department. Upon prior written notice of a proposed assignment, the Department may:

- a. Approve the assignment and continue the Contract to term;
- b. Approve the assignment conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the Department; or
- c. Disapprove the assignment and either terminate the Contract or continue the Contract with the original Provider Agency.

The Provider Agency may not subcontract any of the services that it has committed to perform or provide pursuant to this Contract without the prior written approval of the

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Department. Such consent to subcontract shall not relieve the Provider Agency of its full responsibilities under this Contract. Consent to the subcontracting of any part of the services shall not be construed to be an approval of said subcontract or of any of its terms, but shall operate only as an approval of the Provider Agency's request for the making of a subcontract between the Provider Agency and its chosen subcontractor. The Provider Agency shall be responsible for all services performed by the subcontractor and all such services shall conform to the provisions of this Contract.

Section 5.03 Client Fees. Other than as provided for in the Annex(es) and/or Departmental Component specific policies, the Provider Agency shall impose no fees or any other types of charges of any kind upon recipients of Contract services.

Section 5.04 Indemnification. The Provider Agency shall assume all risk of and responsibility for, and agrees to indemnify, defend and hold harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of the loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from (1) the work, service or materials provided under this Contract; or (2) any failure to perform the Provider's obligations under this Contract or any improper or deficient performance of the Provider's obligations under this Contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Contract.

Furthermore, the provisions of this indemnification clause shall in no way limit the obligations assumed by the Provider under this Contract, nor shall they be construed to relieve the Provider from any liability nor preclude the State of New Jersey, its Agencies, and/or the Department of Children and Families from taking any other actions available to them under any other provisions of this Contract or otherwise in law.

Section 5.05 Insurance. The Provider Agency shall maintain adequate insurance coverage. The State shall be included as an Additional Named Insured on any insurance policy applicable to this Contract. Should the Provider Agency fail to pay any premium on any insurance policy when due, the Department may Terminate the Contract for Cause.

Section 5.06 Modifications and Amendments. If both parties to this Contract agree to amend or supplement this Contract, any and all such amendments or supplements shall be in writing and signed by both parties. The amendment or supplement shall incorporate the entire Contract by reference and will not serve to contradict, amend, or supplement the Contract except as specifically expressed in the amendment or supplement.

Section 5.07 Statement of Non-Influence. No person employed by the State of New Jersey has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the Provider Agency or any representative thereof in order to influence the awarding or administration of this Contract.

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Section 5.08 Exercise of Rights. A failure or a delay on the part of the Department or the Provider Agency in exercising any right, power, or privilege under this Contract shall not waive that right, power, or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

Section 5.09 Recognition of Cultural Sensitivity. The Provider Agency agrees in the performance of this Contract to be sensitive to the needs of the minority populations (as described in section 3.10a of this policy) of the State of New Jersey. This sensitivity includes the employment, if possible, of a culturally diverse staff that can communicate with, and be representative of the entire community it serves.

The Provider Agency shall make programs linguistically appropriate and culturally relevant to underserved minority groups within the community. Appropriate accommodations for services shall be developed and maintained for those minority individuals who are deprived of reasonable access to those services due to language barriers or ethnic, affectional, and cultural differences. In addition, Provider Agencies shall make certain that all programs and services are reflective of the demographic needs of the community, while providing all minorities (as described in section 3.10a of this policy) the opportunity to experience any and all available social services irrespective of their ethnic, affectional, or cultural heritage.

Section 5.10 Copyrights. The Department of Children and Families reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use any work or materials developed under a Department or federally funded Contract or subcontract. The Department also reserves the sole right to authorize others to reproduce, publish, or otherwise use any work or materials developed under said Contract or subcontract.

Section 5.11 Successor Contracts. If an audit or Contract closeout reveals that the Provider Agency has failed to comply with the terms and/or conditions of this Contract, the Department reserves the right to make all financial and/or programmatic adjustments it deems appropriate to any other Contract entered into between the Department and the Provider Agency.

Section 5.12 Sufficiency of Funds. The Provider Agency recognizes and agrees that both the initial provision of funding and the continuation of such funding under the Contract is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of the Department to make any payment under its Contract with the Provider Agency or to observe and adhere to its performance obligation under the Contract as a result of the failure of the Legislature to appropriate the funds necessary to do so shall not constitute a breach of the Contract by the Department or default thereunder and the Department shall not be held financially liable therefore. In addition, future funding shall not be anticipated from the Department beyond the duration of the Contract with the

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Provider Agency and in no event shall the Contract be construed as a commitment by the Department to expend funds beyond the Termination date set therein.

Section 5.13 Collective Bargaining. State and federal law allows employees to organize themselves into a collective bargaining unit.

Funds provided under this Contract shall not be utilized to abridge the rights of employees to organize themselves into a collective bargaining organization or preclude them from negotiating with Provider Agency management. Funds may be utilized for legitimate and reasonable management purposes at the direction of the Provider Agency during the process of collective bargaining organization.

Section 5.14 Independent Employer Status. Employees of Provider Agencies that Contract with the Department of Children and Families are employees of the Provider Agency, not the State.

In accordance with the National Labor Relations Act, 29 U.S.C.A. 152(2) and State law, N.J.S.A. 34:13A-1 *et seq.*, Provider Agencies are independent, private employers with all the rights and obligations of such, and are not political subdivisions of the Department of Children and Families.

As such, the Provider Agency acknowledges that it is an independent Provider, providing services to the Department of Children and Families, typically through a contract-for-services agreement. As independent contractors, Provider Agencies are responsible for the organization's overall functions that include the overseeing and monitoring of its operations, establishing the salary and benefit levels of its employees, and handling all personnel matters as the employer of its workers. This is also inclusive of any travel allocations the Provider Employee pays to its employees.

The Provider Agency acknowledges its relationship with its employees as that of employer. While the Department has an adjunct role with Provider Agencies through regulatory oversight and ensuring contractual performance, the Provider understands that the Department is not the employer of a Provider Agency's employees.

The Provider Agency further acknowledges that while the Department reimburses Provider Agencies for all allowable costs under the Contract, this funding mechanism does not translate into the Department being responsible for any of the elements of any collective bargaining agreements into which Provider Agencies may enter. Moreover, each Provider Agency understands that it is responsible for funding its own programs and is not limited to the amount of funding provided by the Department, and, in fact, is encouraged to solicit non-State sources of funding, whenever possible.

Section 5.15 Executive Order No. 189. Executive Order No. 189 establishes the expected standard of responsibility for all parties that enter into a Contract with the State of New

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Jersey. All such parties must meet a standard of responsibility that assures the State and its citizens that such parties will compete and perform honestly in their dealings with the State and avoid conflicts of interest.

In compliance with Paragraph 3 of Executive Order No. 189, no Provider Agency shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e, in the Department of the Treasury or any other agency with which such Provider Agency transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i, of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

The solicitation of any fee, commission, compensation, gift, gratuity, or other thing of value by any State officer or employee or special State officer or employee from any Provider Agency shall be reported in writing forthwith by the Provider Agency to the Attorney General and the Executive Commission on Ethical Standards.

No Provider Agency may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Provider Agency to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

No Provider Agency shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

No Provider Agency shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Provider Agency or any other person.

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The provisions cited above shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with Provider Agencies under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate.

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CONTRACT SIGNATURES AND DATES

The terms of this Contract have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Contract set forth on the preceding pages in Articles I through Article V, and any related Annexes.

This Contract contains 17 pages and is the entire agreement of the parties. Oral evidence tending to contradict, amend or supplement the Contract is inadmissible; the parties having made the Contract as the final and complete expression of their agreement.

BY: _____
(Signature)

Robert M. Damminger
(Type)

TITLE: Freeholder Director
(Type)

PROVIDER AGENCY: Gloucester Co., D.H.S./
HSAC

DATE: _____

Contract Effective Date: January 1, 2019

Contract Expiration Date: December 31, 2019

Contract Number: 19ANHS

Contract Ceiling: \$67,004

Federal ID#: 21-6000660

Provider Contact Individual: Calvin McFarland Jr

BY: _____
(Signature)

Juanita Byrd
(Type)

TITLE: Business Manager / SBO
(Type)

DEPARTMENTAL COMPONENT: DCF

DATE: _____

State of New Jersey
DEPARTMENT OF CHILDREN AND FAMILIES

BUSINESS ASSOCIATE AGREEMENT between the New Jersey Department of Children and Families and **Gloucester County D.H.S./HSAC** (Agency/Vendor.) for Contract Number **19ANHS** .

This Business Associate Agreement sets forth the responsibilities of **Gloucester County D.H.S./HSAC (Business Associate)**, with an address of **115 Budd Boulevard, Route 45 & Budd Boulevard, Woodbury, NJ 08096** and the New Jersey Department of Children and Families, as a **Covered Entity**, in relationship to Protected Health Information (PHI), as those terms are defined and regulated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations adopted there under by the Secretary of the United States Department of Health and Human Services, with the intent that the Covered Entity shall at all times be in compliance with HIPAA and the underlying regulations.

This Business Associate Agreement is entered into for the purpose of the Business Associate providing services on behalf of the Covered Entity.

In consideration for the respective benefits, rights and obligations described above, and for access to the PHI held by Covered Entity, the parties agree to be bound by the terms of this Agreement. There is no underlying contract associated with this Agreement, or the exchange of this PHI.

A. Definitions:

1. The terms specified below shall be defined as follows:

- a. "Business associate" shall mean s a person or entity, other than a member of the workforce of a covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to protected health information. This definition is also applicable to a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate.
- b. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall the New Jersey Department of Children and Families.
- c. "Agreement" shall mean this Business Associate Agreement.
- d. "Breach" shall mean the unauthorized acquisition, access, use or disclosure of Protected Health Information in a manner not permitted by the Privacy Rule or the Security Rule, which compromises the security of such Protected Health Information. Breach shall exclude such acquisition, access, use or disclosure described in 45 CFR Section 164.402.

- e. "Designated Record Set" shall mean a group of records maintained by or for the Covered Entity that is the medical records and billing records of individuals maintained by or for the Covered Entity; and the enrollment, payment, claims, adjudication, and case or medical management record systems maintained by or for the Covered Entity, or used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
- f. "HIPAA" shall mean the Health Insurance Portability and Accountability Act.
- g. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including but not limited to, the Privacy Rule and the Security Rule, and shall include the regulations codified at 45 CFR Parts 160, 162 and 164.
- h. "HITECH" shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A of the American Recovery and Reinvestment Act of 2009, P.L. 111-005.
- i. "Individual" shall mean the person who is the subject of the Protected Health Information and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- j. "Notice of Privacy Practices" shall mean the Notice of Privacy Practices required by 45 CFR 164.520, provided by Covered Entity to Individuals.
- k. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.
- l. "Protected Health Information (PHI)" shall mean individually identifiable health information that is transmitted by electronic media or transmitted or maintained in any other form or medium.
- m. "Record" shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminate by or for a Covered Entity.
- n. "Required by Law" shall have the same meaning as in 45 CFR 164.501.
- o. "Secretary" shall mean the Secretary of the United States Department of Health & Human Services or his designee.
- p. "Security Rule" shall mean the Standards for Security for the Protection of Electronic Protected Health Information, codified at 45 CFR parts 160, 162 and 164.

2. All other terms used herein shall have the meaning specified in the Privacy Rule or in the absence of if no meaning is specified, shall have their plain meaning.

B. Obligations and Activities of Business Associate

1. Business Associate may use PHI for the following functions, activities, or services for or on behalf of Covered Entity provided that such use would not violate this Agreement, the HIPAA regulations the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity. In the event that this Agreement conflicts and any other written agreement made between the parties, relating to the exchange of PHI, this Agreement shall control. Business Associate's access to and use of the PHI is limited to the provision of services by the Business Associate on behalf the Covered Entity set forth in the contract between the Business Associate and the Covered Entity.
2. Business Associate may further disclose PHI to a subcontractor/person for the proper management and administration of Business Associate, provided that such disclosure is Required by Law, or would not violate this Agreement, the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity, and Business Associate executes an additional business associates agreement as Required by Law or for the purpose for which it was disclosed to the person, and the subcontractor/person notifies Business Associate of any instances of which it is aware in which PHI has been disclosed. In the event that this agreement conflicts with any other agreement relating to the access or use of PHI, this agreement shall control.
3. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law. In the event that this agreement conflicts with any other agreement relating to the access or use of PHI, this agreement shall control.
4. Business Associate agrees to implement and use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities.
5. Business Associate agrees to take prompt corrective action to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
6. Business Associate agrees to notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, or the Privacy Rule, or of any suspected or actual breach of security or intrusion whenever it becomes aware within twenty-four hours of Business Associate becoming aware of such use, disclosure or suspected or actual breach of security or intrusion. Business Associate further agrees to take prompt

corrective action to cure or mitigate any harmful effects of any such use, disclosure, or actual or suspected breach of security of intrusion.

7. Business Associate agrees to ensure that any officer, employee, contractor, subcontractor or agent to whom it provides PHI received from or maintained, created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI.
8. Access. Business Associate agrees to provide access to PHI in a Designated Record Set to Covered Entity or to an Individual as directed by Covered Entity in order to meet the requirements of 45CFR 164.524, within 30 days of the date of any such request, unless the request is denied by Covered Entity pursuant to 45 CFR 164.524(a)(1), (a)(2) or (a)(3).
9. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as Covered Entity directs in order to meet the requirements of 45 CFR 164.526, within 30 days of such a request, unless the request has been denied pursuant to 45 CFR 164.526(d). Business Associate shall provide written confirmation of the amendment(s) to the Covered Entity.
10. Business Associate agrees to create and maintain an appeal process that meets the requirements of 45 CFR 164.524 and 164.526 that an Individual can utilize if the Individual's request for access to or amendment of PHI is denied.
11. Business Associate agrees to make its comprehensive written information privacy and security program, as well as its internal practices, books and records, including policies and procedures relating to the use and disclosure of PHI received from, or created, maintained, or received by Business Associate on behalf of Covered Entity available to Covered Entity within 30 days of the date of such request, or to the Secretary in a time and manner designated by the Secretary.
12. Business Associate agrees to document all disclosures of PHI which would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate agrees to provide to Covered Entity, within 30 days of the date of such request, all disclosures of PHI.
13. Notwithstanding the provisions of Section D of this Agreement, pursuant to 45 CFR 164.530(j), Business Associate agrees that it and its officers, employees, contractors, subcontractors and agents shall continue to maintain the information required under subsection B(9) of this Agreement for a period of six years from the date of its creation or the date when it was last in effect, whichever is later.
14. Business Associate agrees that from time to time, upon reasonable notice, it shall allow Covered Entity or its authorized agents or contractors, to inspect the facilities,

systems, books, records and procedures of Business Associate to monitor compliance with this Agreement. In the event the Covered Entity, in its sole discretion, determines that the Business Associate has violated any term of this Agreement or the Privacy Rule, it shall so notify the Business Associate in writing. Business Associate shall promptly remedy the violation of any term of this Agreement and shall certify same in writing to the Covered Entity. The fact that Covered Entity or its authorized agents or contractors inspect, fail to inspect or have the right to inspect Business Associate's facilities, systems, books, records, and procedures does not relieve Business Associate of its responsibility to comply with this Agreement. Covered Entity's (1) failure to detect, or (2) detection by failure to notify Business Associate, or (3) failure to require Business Associate to remediate any unsatisfactory practices, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Agreement. Nothing in this paragraph is deemed to waive Section E of this Agreement or the New Jersey Tort Claims Act, NJSA 59:1-1 et seq., as they apply to Covered Entity.

15. Business Associate shall implement administrative, physical and technical safeguards that protect the confidentiality, integrity, and availability of PHI in compliance with the Security Rule.
16. Business Associate shall report all security incidents, as defined by the Security Rule, within twenty-four hours of becoming aware of such actual or suspected security incident.
17. Sections 164.308, 164.312 and 164.316 of Title 45, Code of Federal Regulations, apply to Business Associate in the same manner as such sections apply to the Covered Entity. The HITECH requirements that relate to security, and that are applicable to the Covered Entity, shall also be applicable to the Business Associate and are incorporated into this Agreement by reference.
18. In the event of an actual or suspected breach, Business Associate shall provide Covered Entity with a written report, as soon as possible but not later than five ("5") days after the breach/suspected breach became known. The report shall include, to the extent available: a) the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the breach; b) a brief description of what happened, including the date of the breach and the date of the discovery, if known; c) a description of the types of unsecured PHI involved in the breach; d) any steps individuals affected by the breach should take to protect themselves from potential harm resulting from the breach; and e) a description of what Business Associate is doing to investigate the breach, mitigate harm to the individual(s), and protect against future breaches. In addition, the business Associate shall, at the request of the Covered Entity, provide breach notification required by HITECH.

C. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions.

1. Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, in accordance with the requirements and standards in the Privacy Rule, until such PHI is received by Business Associate.
2. In accordance with 45 CFR 164.520, Covered Entity shall notify Business Associate of any limitations in Covered Entity's Notice of Privacy Practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
3. Covered Entity shall notify Business Associate of any changes in or revocation of permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
4. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
5. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity or under Covered Entity's Notice of Privacy Practices or other policies adopted by Covered Entity pursuant to the Privacy Rule.

D. Term of Business Associate Agreement

1. This Agreement shall be effective as of the date the Business Associate and the Covered Entity enter into a contract for the Business Associate's provision of services on behalf of the Covered Entity, and it shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created, maintained or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with subsection 3, below.
2. Upon Covered Entity's knowledge of a material breach or violation(s) of any of the obligations under this Agreement by Business Associate, Covered Entity shall, at its discretion, either:

- a. Provide an opportunity for the Business Associate to cure the breach or end the violation upon such terms and conditions as Covered Entity shall specify, and if

Business Associate does not cure the breach or end the violation, upon such terms and conditions as Covered Entity has specified, Covered Entity may

terminate this Agreement and require that Business Associate fully comply with the procedures specified in subsection 3, below.

- b. Immediately terminate the Contract and require that Business Associate fully comply with the procedures specified in subsection 3, below, if Business Associate has breached a material term of this Agreement and Covered Entity has determined, in its sole discretion, that cure is not possible, or
- c. If neither termination nor cure is feasible, as determined by Covered Entity in its sole discretion, Covered Entity shall report the violation to the Secretary.

3. Effect of Breach of this Agreement.

- a. Except as provided in paragraph b of this section, upon termination of the Contract for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.
- b. Business Associate shall provide Covered Entity with a certification, within 30 days, that neither it nor its subcontractors or agents maintains any PHI in any form, whether paper, electronic or film, received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. Covered Entity shall acknowledge receipt of such certification and, as of the date of such acknowledgement, this Agreement shall terminate.
- c. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Covered Entity shall have the discretion to determine whether it is feasible for the Business Associate to return or destroy the PHI. If Covered Entity determines it is feasible, Covered Entity shall specify the terms and conditions for the return or destruction of PHI at the expense of Business Associate. Upon Covered Entity determining that Business Associate cannot return or destroy PHI, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

E. Indemnification and Release

- 1. Business Associate shall assume all risk and responsibility for, and agrees to indemnify, defend and save harmless Covered Entity, its officers, agents and employees and each and every one of them, from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs (including attorneys fees

and costs and court costs), expenses in connection therewith, on account of loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from Business Associate's use or misuse of PHI or from any action or inaction of Business Associate or its officers, employees, agents or contractors with regard to PHI or the requirements of this Agreement or the Privacy Rule. The provision of this indemnification clause shall in no way limit the obligations assumed by Business Associate under this Agreement, nor shall they be construed to relieve Business Associate from any liability nor preclude Covered Entity from taking any other actions available to it under any other provisions of this Agreement, the Privacy Rule or at law.

2. Notwithstanding the above, the obligations assumed by the Business Associate herein shall not extend to or encompass suits, costs, claims, expenses, liabilities and judgments incurred solely as a result of actions or inactions of Covered Entity.
3. Business Associate further acknowledges the possibility of criminal sanctions and penalties for breach or violation of this Agreement or the Privacy Rule pursuant to 42 USC 1320d-6.
4. Business Associate shall be responsible for, and shall at its own expense, defend itself against any and all suits, claims, losses, demands or damages of whatever kind or nature, arising out of or in connection with an act or omission of Business Associate, its employees, agencies, or contractors, in the performance of the obligations assumed by Business Associate pursuant to this Agreement. Business Associate hereby releases Covered Entity from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal laws, out of or in connection with Business Associate's performance of the obligations assumed by Business Associate pursuant to this Agreement.
5. The obligations of the Business Associate under this Section shall survive the expiration of this Agreement.

F. Miscellaneous

1. A reference in this Agreement to a section of the Privacy Rule means the section as in effect or, it may be amended or interpreted by a court of competent jurisdiction.
2. Business Associate and Covered Entity agree to take such action as is necessary to amend this Agreement from time to time in order that Covered Entity can continue to comply with the requirements of the Privacy Rule and HIPAA and case law that interprets the Privacy Rule or HIPAA. All such amendments shall be in writing and signed by both parties. Business Associate and Covered Entity agree that this Agreement may be superseded by a revised Business Associate Agreement executed between the parties after the effective date of this Agreement.

3. The respective rights and obligations of Business Associate and Covered Entity under Section D, "Term of Business Associate Agreement", above, shall survive the termination of the Contract. The respective rights and obligations of Business Associate and Covered Entity under Section E, "Indemnification", and Section B(11), "Internal Practices", above, shall survive the termination of this Agreement.
4. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and HIPAA, as it may be amended or interpreted by a court of competent jurisdiction.
5. Nothing expressed or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Business Associate and Covered Entity, and any successor state agency to Covered Entity, any rights, remedies, obligations or liabilities whatsoever.
6. Any notices to be given hereunder shall be made via Regular and Certified US Mail, Return Receipt Requested, and if possible, by facsimile to the addresses and facsimile members listed below:

Business Associate: Gloucester County D.H.S./HSAC
115 Budd Boulevard, Woodbury, NJ 08096

Facsimile # 856-384-6870

Covered Entity: 1. Privacy Officer

 Department of Children and Families
 101 South Broad Street
 7th Floor, PO 975
 Trenton, NJ 08625
 ATTN: HIPAA Privacy Officer

Facsimile# (609) 292-3931

 2. DCF Business Manager

 4 Echelon Plaza, 1st Floor, 201 Laurel Road
 Voorhees, NJ 08043

Facsimile# (856) 770-1349

7. As the Covered Entity is a body corporate and politic of the State of New Jersey, the signature of its authorized representative is affixed below. The undersigned representative of Covered Entity certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Covered Entity to this document.

The undersigned representative of Business Associate certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Business Associate to this document.

Covered Entity:

Business Associate:

Signature

Signature

Juanita Byrd
Printed Name

Robert M. Damminger
Printed Name

Business Manager / SBO
Title

Freeholder Director
Title

DCF
Agency

Gloucester County D.H.S./HSAC
Agency

Date:

Date:

Donor Agreement # 19ANHS

PUBLIC DONOR AGREEMENT

AGREEMENT between COUNTY OF GLOUCESTER DIVISION OF HUMAN AND DISABILITY SERVICES (the "Provider Agency") and COUNTY OF GLOUCESTER DIVISION OF HUMAN AND DISABILITY SERVICES (the "Donor").

WHEREAS the New Jersey Department of Children and Families (the "Department") has been duly designated to administer or supervise the administration of social service programs, as defined in the New Jersey State plans for social services; and

WHEREAS the Department desires that the Provider Agency deliver services and the Provider Agency has agreed to deliver services; and

WHEREAS the Department's policies establish that resources donated by a public donor in the form of cash or In-Kind Contributions (as defined below) may, under certain conditions, be used as match in the provision of social services; and

WHEREAS the Donor wishes to make a donation to support social services;

THEREFORE, the Provider Agency and the Donor agree to the following terms and conditions:

1. **Definitions** – For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:
 - A. **Donated Resources** means the total donation made by the Donor as match. Donated Resources may include cash donations and/or In-Kind Contributions.
 - B. **In-Kind Contributions** means property or services (except the services of volunteers) which benefit the contract program and which are contributed by a public entity without charge to the Provider Agency. Included as In-Kind Contributions are public contributions formerly designated as CCE (Certified Cash Expenditures). All In-Kind Contributions under this agreement are listed as Attachment A to this agreement.
2. **Term** – This agreement shall begin on JANUARY 1, 2019(date), and shall terminate on DECEMBER 31, 2019 (date), barring any outstanding obligations of either party.
3. **Donated Resources** – The Donor agrees to provide Donated Resources in an amount totaling \$6,700.00 to the Provider Agency.

4. Provision of Donated Resources – During the term of this agreement, Donated Resources shall be contributed by the Donor to the Provider Agency as follows:

Payment (s)	Date Due	Cash	In-Kind*	Total
\$6,700.00	JANUARY 1, 2019		\$6,700.00	\$6,700.00
	TOTAL			

* See Attachment A for In-Kind Contributions.

5. Administrative Control of Donated Resources – Except for the allowable Donor restrictions contained in paragraph 6 of this agreement, all Donated Resources contributed in cash to the Provider Agency under this agreement are donated on an unrestricted basis. This is to ensure that Donated Resources are under the administrative control of the Provider Agency. The Donor understands that if any portion of the donation is made as In-Kind Contributions, Attachment A to this agreement will be submitted with the agreement to vouch for the validity of these costs.
6. Donor’s Restrictions – The Donor restricts the use of Donated Resources as follows

Type of Service: COMMUNITY DEVELOPMENT
 Service Contract Title: HUMAN SERVICES PLANNING GRANT
 Service Contract #: 19ANHS

7. Provider Agency’s Obligations – In consideration of the resources donated, the provider Agency agrees to use the Donated Resources in accordance with the restrictions contained in paragraph 6 of this agreement. The Provider Agency represents that the opportunity to honor the Donor’s restrictions in the provisions of social services is available.

It is understood that the provision of services is subject to federal and State laws and administrative regulations and that services will be provided in a manner necessary to ensure compliance.

Upon request from the Donor, the Provider Agency shall make available to the Donor the annex(es) to the service contract specified in paragraph 6 of this agreement. In addition, upon request from the Donor, the Provider Agency shall make available to the Donor its reports to the State agency covering levels of service and program expenditures under the service contract. The Provider Agency shall not release confidential materials or information concerning persons served under the service contract.

8. Donor's Obligation – It is the Donor's obligation to provide the Donated Resources in the amount(s) and as scheduled in paragraph 4 of this agreement. The Donor understands that failure to meet the payment schedule in paragraph 4 of this agreement may result in the Provider Agency being unable to claim sufficient reimbursement to fund its social service program.

The Donor's obligation to provide the Donated Resources as specified in paragraph 4 of this agreement shall not be contingent upon the Donor's ability to produce sufficient In-Kind Contributions. The Donor agrees that if sufficient In-Kind Contributions are not available to meet its obligation to the Provider Agency, the balance of the donation will be paid in cash before this agreement terminates.

In cases in which In-Kind Contributions are made, the Donor agrees to submit to the Provider Agency monthly written reports attesting to the value of the In-Kind Contributions as they are applied to the social service program. The Donor understands that this report is required by the State agency as documentation of program expenses.

9. Donor's Representations – The Donor represents that the Donated Resources are not currently being used to match expenditures in another program.

In cases in which In-Kind Contributions are made, the Donor also represents that the value of the In-Kind Contributions listed in Attachment A to this agreement fairly represents their value to the social service program.

10. Indemnification – The Donor indemnifies and holds the Provider Agency harmless for any loss or disallowance of reimbursement that the Provider Agency may suffer due to the inaccuracy of any statement made in this agreement by the Donor.

11. Audit – The Donor agrees to cooperate in any audit of the source of the Donated Resources. An audit may be conducted by or on behalf of the Provider Agency, the Department, or the federal government.

The Donor understands that such an audit may include the sources of cash and/or In-Kind Contributions. The Donor further understands that it is responsible for maintaining sufficient documentation to support each kind of donation.

12. Entire Agreement – This document contains all the terms and conditions agreed to by the Provider Agency and the Donor. Any amendment or modification of this agreement must be approved by the Department.

BY:		BY:	
	Signature of Donor's Authorized Representative		Signature of the Provider Agency's Authorized Representative

NAME:	ROBERT M. DAMMINGER	NAME:	LISA A. CERNY
TITLE:	FREEHOLDER DIR.	TITLE:	DIRECTOR
DONOR:	COUNTY OF GLOUCESTER	PROVIDER AGENCY:	DIVISION OF HUMAN & DISABILITY SERVICES
DONOR ADDRESS:	2 SOUTH BROAD STREET, WOODBURY NJ 08096	PROVIDER ADDRESS:	115 BUDD BOULEVARD, W. DEPTFORD NJ 08096
PHONE NUMBER:		PHONE NUMBER:	856-384-6870
DATED:		DATED:	

Donor Agreement # 19ANHS

Attachment A

In-Kind Contributions

List the total In-Kind Contributions applicable to each budget category. A detailed description of the In-Kind for each budget category is to be attached.

A.	Personnel Services		
B.	Consultants and Professional Fees		
C.	Materials and Supplies		
D.	Facility Costs		
E.	Specific Assistance to Clients		
F.	Other		
TOTAL IN-KIND CONTRIBUTIONS			

Donor Agreement # 19ANHS



**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230**

DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE VENDOR {BIDDER} FORM

BID SOLICITATION #: 19ANHS

VENDOR {BIDDER}: COUNTY OF GLOUCESTER

PART 1

PLEASE LIST ALL OFFICERS/DIRECTORS OF THE VENDOR {BIDDER} BELOW.
IN PART 2 OF THIS FORM, YOU WILL BE REQUIRED TO ANSWER QUESTIONS REGARDING THESE INDIVIDUALS.

OFFICERS/DIRECTORS

NAME	<u>Robert M. Damminger</u>		
TITLE	_____		
ADDRESS 1	<u>2 South Broad Street</u>		
ADDRESS 2	_____		
CITY	<u>Woodbury</u>	STATE	<u>NJ</u> ZIP <u>08096</u>

NAME	_____		
TITLE	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	<u>Woodbury</u>	STATE	_____ ZIP _____

NAME	_____		
TITLE	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	<u>Woodbury</u>	STATE	_____ ZIP _____

Attach Additional Sheets If Necessary.

PART 2

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER "YES" OR "NO".
PLEASE REFER TO THE PERSONS LISTED ABOVE AND/OR THE PERSONS AND/OR ENTITIES LISTED ON
YOUR OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THESE QUESTIONS.

- | | YES | NO |
|---|--------------------------|-------------------------------------|
| 1. Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), or by any other state or the U.S. Government? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

IF ANY OF THE ANSWERS TO QUESTIONS 1-4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 3. IF ALL OF THE ANSWERS TO QUESTIONS 1-4 ARE "NO", NO FURTHER ACTION IS NEEDED; PLEASE SIGN AND DATE THE FORM.

**PART 3
PROVIDING ADDITIONAL INFORMATION**

If you answered "YES" to any of questions 1 - 4 above, you must provide a detailed description of any investigation or litigation, including but not limited to administrative complaints or other administrative proceedings, involving public sector clients during the past five (5) years. The description must include the nature and status of the investigation, and for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and if applicable, disposition.

PERSON OR ENTITY NAME		
CONTACT NAME		PHONE NUMBER
CASE CAPTION		
INCEPTION OF THE INVESTIGATION		CURRENT STATUS
SUMMARY OF INVESTIGATION		

PERSON OR ENTITY NAME		
CONTACT NAME		PHONE NUMBER
CASE CAPTION		
INCEPTION OF THE INVESTIGATION		CURRENT STATUS
SUMMARY OF INVESTIGATION		

PERSON OR ENTITY NAME		
CONTACT NAME		PHONE NUMBER
CASE CAPTION		
INCEPTION OF THE INVESTIGATION		CURRENT STATUS
SUMMARY OF INVESTIGATION		

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature	Date
Robert M. Damminger	
Print Name and Title	



STATE OF NEW JERSEY
 DEPARTMENT OF THE TREASURY
 DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
 TRENTON, NEW JERSEY 08625-0230

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION #: 19ANHS

VENDOR/BIDDER: COUNTY OF GLOUCESTER

PART 1

CERTIFICATION

**VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES
 FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive.** If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

A. I certify, pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.

OR

B. I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such information will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2

PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran by completing the boxes below.

ENTITY NAME: _____
 RELATIONSHIP TO VENDOR/BIDDER: _____
 DESCRIPTION OF ACTIVITIES: _____
 DURATION OF ENGAGEMENT: _____
 ANTICIPATED CESSATION DATE: _____
 VENDOR/BIDDER CONTACT NAME: _____
 VENDOR/BIDDER CONTACT PHONE No.: _____
Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature _____
 FREEHOLDER DIRECTOR - ROBERT M. DAMMINGER
 Print Name and Title

Date _____

Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion Lower Tier Covered Transactions

READ THE ATTACHED INSTRUCTIONS BEFORE SIGNING THIS CERTIFICATION.
THE INSTRUCTIONS ARE AN INTEGRAL PART OF THE CERTIFICATION.

1. The prospective lower tier participant certifies, by submission of this Certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or agency.
2. The provider certifies, by submission of this Certification, that neither it nor its principals is presently disqualified, debarred, or suspended from doing business within the State of New Jersey, pursuant to Executive Order#34-1976. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

County of Gloucester

Name of Provider Agency

Robert M. Damminger

Printed Name and Title of Authorized Representative

Signature of Authorized Representative

Date

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
 2. The certification in this clause is a material representation of facts upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
 4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to,
-

check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

10. By signing the Certification, the participant is also certifying that neither it nor its principals is presently disqualified, debarred, or suspended from doing business within the State of New Jersey, pursuant to Executive Order#34-1976.



**New Jersey State Policy Prohibiting
Discrimination in the Workplace**

AND

**Procedures for Processing Internal Complaints Alleging
Discrimination in the Workplace**

ACKNOWLEDGEMENT OF RECEIPT

The State of New Jersey is committed to providing every employee with a workplace free from unlawful discrimination.

The "New Jersey State Policy Prohibiting Discrimination in the Workplace" (*State Policy*) applies to state employees and agencies. This policy applies to both conduct that occurs in the workplace and conduct that occurs at any location which can be reasonably regarded as an extension of the workplace (any field location, any off-site business-related social function, or any facility where State business is being conducted and discussed). This policy is being distributed to State-wide vendors/contractors with whom a State agency has a direct relationship. Vendors/contractors are requested to become familiar with the policy, and with the "Procedures for Internal Complaints Alleging Discrimination in the Workplace" (*Procedures*).

Any questions you may have about the *State Policy* or *Procedures* should be directed to Jillian Hendricks, Director of the Office of EEO/AA at 609-888-7177, or an email sent to dcfeeo@dcf.state.nj.us.

Please sign this Acknowledgement of Receipt form to confirm receipt of the updated *State Policy* and *Procedures*. Please return this form to:

Department of Children and Families
Office of Equal Employment Opportunity and Affirmative Action
50 East State Street, 4th Floor
P. O. Box 717
Trenton, NJ 08625-0717

Agency Name: County of Gloucester

Agency Address: 2 South Broad Street
Woodbury NJ 08096

Director/CEO Name (Print): Robert M. Damminger

Title: Freeholder Director

Signature of Director/CEO: _____

Date of Signature: _____

BOARD OF CHOSEN FREEHOLDERS
COUNTY OF GLOUCESTER

2018 AGENDA REQUEST FORM

TO: (1) LAURIE J. BURNS Clerk of the Board
(2) EMMETT PRIMAS (Name of Counsel)
FROM: LISA A. CERNY (Freeholder/Deputy Dept. Head)

REQUEST FOR: RESOLUTION
 CONTRACT OR AGREEMENT
 PROCLAMATION
 DISCUSSION
 PRESENTATION

FOR THE MEETING OF: November 20, 2018 (Date)

TO BE HELD AT: WOODBURY (Location)

THE SUBJECT OF THE ABOVE IS (Resolution heading):

RESOLUTION AUTHORIZING EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES FOR 2019 HUMAN SERVICES PLANNING GRANT, FOR A GRANT AMOUNT NOT TO EXCEED \$73,704.00, WITH THE STATE'S SHARE BEING \$67,004.00 AND THE COUNTY SHARE BEING \$6,700.00. THE GRANT TERM WILL BEGIN JANUARY 1, 2019 AND TERMINATE DECEMBER 31, 2019

THE ABOVE SHOULD APPEAR UNDER ONE OF THE FOLLOWING DEPARTMENTS ON THE MEETING AGENDA:

<input type="checkbox"/> DEPT. OF ADMINISTRATION DIRECTOR DAMMINGER	<input type="checkbox"/> DEPT. OF PUBLIC SAFETY, VETERANS AFFAIRS FREEHOLDER CHILA
<input type="checkbox"/> DEPT. OF EDUCATION FREEHOLDER BARNES	<input type="checkbox"/> DEPT. OF BUILDINGS & GOVT SERVICES FREEHOLDER CHRISTY
<input type="checkbox"/> DEPT. OF PARKS & LAND PRESERVATION FREEHOLDER DIMARCO	<input type="checkbox"/> DEPT. OF ECONOMIC DEV. & PUBLIC WORKS FREEHOLDER SIMMONS
<input checked="" type="checkbox"/> DEPT. OF HEALTH & HUMAN SERVICES FREEHOLDER JEFFERSON	

DATE CERTIFICATE OF AVAILABILITY APPLIED FOR:

DATE OF GRANT CERTIFICATION LETTER:

****ALL AGENDA REQUESTS MUST BE RECEIVED BY COUNSEL NO LATER THAN 10AM ON FRIDAY, TWO WEEKS PRECEDING SAID MEETING. There will be no exceptions.****

****ALL AGENDA REQUEST FORMS AND ACCOMPANYING DESCRIPTIONS, WHICH WILL BE EMAILED, MUST BE FILED WITH THE CLERK OF THE BOARD AT THE SAME TIME THE REQUEST IS FORWARDED TO COUNSEL. There will be no exceptions.****

****ALL RESOLUTIONS ARE DUE FROM COUNSEL BY 10:00 A.M. ON FRIDAY OF THE WEEK PRECEDING SAID MEETING** There will be no exceptions, items not received will be pulled from the agenda with notification to department head and freeholder liaison.**

SIGNED: _____ (Freeholder/Department Head)
DATE: _____

RESOLUTION AUTHORIZING EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES FOR THE 2017 HUMAN SERVICES PLANNING GRANT, FOR A GRANT AMOUNT NOT TO EXCEED \$73,704.00, WITH THE STATE'S SHARE BEING \$67,004.00 AND THE COUNTY SHARE BEING \$6,700.00. THE GRANT TERM WILL BEGIN JANUARY 1, 2019 AND TERMINATE DECEMBER 31, 2019

The Human Services Planning Grant provides staff salaries to support the activities of Human Services Advisory Council (HSAC), materials /support for the Commission for Missing and Abused Children and the Prevention of Adolescent Pregnancy Program