



E3

BOARD OF
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COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

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Vincent H. Nestore Jr.



DEPARTMENT OF HUMAN
SERVICES

DIRECTOR
Lisa A. Cerny

P.O. Box 337
Woodbury, NJ 08096

Phone: 856.384.6870
Fax: 856.384.0207

lcerny@co.gloucester.nj.us

www.gloucestercountynj.gov

TO: Calvin Mc Farland

DEPARTMENT: Humans Services

GRANT TITLE: Social services for the Homeless

DATE: December 8, 2011

CERTIFICATION LETTER

The DEPARTMENT OF HUMAN SERVICES certifies that the enclosed Grant has been reviewed and meets the standard requirements.

REVIEWED BY: [Signature]

REVIEWED BY: [Signature]
Grants Coordinator

FREEHOLDER MEETING: December 21, 2011 Jan 18

New Jersey Relay Service - 711
Gloucester County Relay Service
(TTY/TTD) - (856)848-6616

Contract Summary Sheet

Agency County of Gloucester DHS Federal ID# 21-6000-60
Address Rte45 & Budd Blvd. Agency Type check one
Woodbury, NJ 08093 Public
 Private, Non Profit
 Private, For Profit

Provider Agency
Fiscal Year End 12-31-12 Contract # SH12008
Contract Effective Date 01-01-12 TO 12-31-12

Chief Executive Officer Robert Damminger, Freeholder Director

Address Gloucester County Courthouse
PO Box 337
Woodbury, NJ 08096
Telephone 856-853-3390
Fax 856-853-3495
E-Mail rdamminger@co.gloucester.nj.us

Correspondence relevant to the contract should be sent to the following individual:

Name & Title Calvin D. Mc Farland Jr.
Senior Program Analyst - Fiscal Unit
Address Gloucester County DHS
Rte45 & Budd Blvd.
Woodbury, NJ 08096
Telephone 856-384-6870
Fax 856-384-0207
E-Mail cmcfar@co.gloucester.nj.us

I. FOOD

Are SSH funds being used to provide emergency food in your county?

Yes No

1. If no, please provide a brief (maximum 3 sentence) explanation of how emergency food will be provided in your county (including name of agency (ies) providing service and funding source).

2. Of yes, please list the agency (ies) providing the service and a brief (maximum of 1 paragraph consisting of no more than 6 sentences) description of how each agency will provide the service (including the emergency contact procedures).

Name of agency: The Center for Family Services, Inc.

Description of Services Provision: The Center for Family Services will provide emergency food to Gloucester County residents by providing food baskets. These food baskets come in the form of vouchers to local food stores and given to SSH clients which are receiving emergency shelter thru a hotel/motel placement. Food baskets are also available 24 hours a day; thru the Center's toll free FIRST CALL FOR HELP Hotline.

Name of agency: Catholic Charities

Description of Services Provision: Catholic Charities will provide food in the form of food baskets to eligible residents who are not currently in shelter or transitional housing. Each food basket will feed a family of 3, 3 meals a day for 3 days.

Name of agency: Volunteers of America, Delaware Valley

Description of Service Provision: VOADV provides meals to low income and/or homeless families and individuals in Gloucester Co. Food is distributed in the form of food baskets, which provide enough food to feed a family of 3, 3 meals a day, for 3 days. Baskets are distributed based on verification of residency, income and household size.

II: SHELTER

Are SSH funds being used to provide emergency shelter in your county?

Yes No

1. If no, please provide a brief (maximum 3 sentence) explanation of how emergency shelter will be provided in your county (including name of agency (ies) providing service and funding source).

2). If yes, please list the agency (ies) providing the service, the type(s) of shelter being provided and a brief (maximum of 1 paragraph consisting of no more than 6 sentences) description of how each agency will provide the service (including the emergency contact procedures and the length of time shelter will be provided).

Name of agency: Volunteer of America Delaware Valley

~~**Description of Service Provision:** VOADV provides emergency shelter at the Eleanor Corbett House for homeless families and single women in Gloucester Co. Each person referred is placed in a semi private room, given a daily and evening meal and provided with case management. Transportation is also provided. Transportation is also provided for school age children to and from there school district of origin.~~

Name of agency: The Center for Family Services, Inc.

Description of Service Provision: The Center for Family Services, Inc. will provide emergency hotel/motel placement to Gloucester County residents. Emergency shelter placement is available 24 hours a day. Callers seeking shelter will be given no more than 1 week(7 days) of shelter in a calendar year. Emergency shelter in a Transitional Apartment setting will be provided to single pregnant women and single women with children thru Mother/Child Residential Services.

Name of agency: Tri County Community Action, Inc.

Description of Service Provision: The Tri County Community Action, Inc. will provide Emergency Shelter in a transitional housing setting geared toward larger families. Residents will be provided with case management, housing search and education in proper nutrition and budgeting.

III: CASE MANAGEMENT

Are SSH funds being used to provide case management services in your county?

Yes No

1. If no, please provide a brief (maximum 3 sentence) explanation of how case management services will be provided in your county (including name of agency (ies) providing service and funding source).

2. If yes, please list the agency (ies) providing the service and a brief (maximum of 1 paragraph consisting of no more than 6 sentences) description of how each agency will provide the service (including the emergency contact procedures).

Name of agency: Center for Family Services, Inc.

Description of Service Provision: The Center for Family Services will provide case management services to Gloucester County residents (Individuals and Families) who are receiving shelter services, emergency food and to those who receive prevention services thru the Center. Clients will be given a case management plan when they are enrolled in the emergency shelter program and may access to a case manager 24 hours a day to receive referrals to other agencies, advocacy and other support services.

Name of agency: Catholic Charities

Description of Service Provision: Catholic Charities will assist eligible families by helping them to maintain their basic living quarters while the case managers provide referrals for more permanent housing and try to address any underlying or systemic issues that are contributing to their homelessness or risk of homelessness.

IV: PREVENTION

Are SSH funds being used to provide Prevention services in your county?

Yes No

1. If no, please provide a brief (maximum 3 sentence) explanation of how prevention services will be provided in your county(including name of agency (ies) providing service and funding source).

2. If yes, please list the agency(ies) providing the service and a brief (maximum of 1 paragraph consisting of no more than 6 sentences) description of how each agency will provide the service (including the emergency contact procedures).

Name of agency: Catholic Charities

Description of Service Provision: Catholic Charities will provide rent/mortgage and utility payments directly to the landlord or utility company on behalf of families and singles in Gloucester County to maintain their basic living quarters. Case managers and advocates will provide referrals to other appropriate agencies and support services.

Name of agency: Center for Family Services

Description of Service Provision: CFS provides Heating Oil & Fuel payments to low income families at risk. CFS pays directly to the utility provider. Payments are issued after case management services have been provided. Eligibility is determined based on verification of income, residency, household size and problem identification

V: 24 HOUR RESPONSE

Are SSH funds being used to provide 24 hour response services in your county?

Yes No

1. If no, please provide a brief (maximum 3 sentence) explanation of how 24 hour response services will be provided in your county (including name of the agency (ies) providing service and funding source).

2. If yes, please list the agency (ies) providing the service and a brief (maximum of 1 paragraph consisting of no more than 6 sentences) description of how each agency will provide the service (including the emergency contact procedures).

Name of agency: The Center for Family Services, Inc.

Description of Service Provision: The Center for Family Services will provide 24 hour response to Gloucester County residents through its toll free FIRST CALL FOR HELP Hotline. The hotline is accessible from anywhere in New Jersey and will connect them to trained hotline staff, which can provide them with I&R, case management, emergency food and emergency shelter services 365 days a year. All services are free and confidential.

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 Statutes. 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
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 Statutes. 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 E7.06, 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.

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 ____ 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: Gloucester County
(type)

DEPARTMENTAL
COMPONENT: _____
(type)

DATE: _____

DATE: _____

Contract Effective Date: January 1, 2012

Contract Expiration Date: December 31, 2012

Contract Number: SH12008

Contract Ceiling: 287,766

Federal ID#: 21-6000060

Provider Contact Individual: Calvin D. Mc Farland Jr.
(Print Name)

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 ____ 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: Gloucester County
(type)

DEPARTMENTAL
COMPONENT: _____
(type)

DATE: _____

DATE: _____

Contract Effective Date: January 1, 2012

Contract Expiration Date: December 31, 2012

Contract Number: SH12008

Contract Ceiling: 287,766

Federal ID#: 21-6000060

Provider Contact Individual: Calvin D. Mc Farland Jr.
(Print Name)



E3

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damming

FREEHOLDER LIAISON
Vincent H. Nestore Jr.

TO: Calvin Mc Farland

DEPARTMENT: Human Services

GRANT TITLE: Human Services Planning Grant



DATE: December 8, 2011

DEPARTMENT OF HUMAN
SERVICES

DIRECTOR
Lisa A. Cerny

P.O. Box 337
Woodbury, NJ 08096

CERTIFICATION LETTER

The DEPARTMENT OF HUMAN SERVICES certifies that the enclosed Grant has been reviewed and meets the standard requirements

REVIEWED BY: [Signature]

REVIEWED BY: [Signature]
Grants Coordinator

Phone: 856.384.6870

Fax: 856.384.0207

lcerny@co.gloucester.nj.us

www.gloucestercountynj.gov

FREEHOLDER MEETING: December 21, 2011 Jan 18

New Jersey Relay Service -- 711
Gloucester County Relay Service
(TTY/ITD) -- (856)848-6616



State of New Jersey

DEPARTMENT OF CHILDREN AND FAMILIES
SOUTHERN BUSINESS OFFICE – CN #720
4 ECHELON PLAZA, 1ST FLOOR
201 LAUREL ROAD
VOORHEES, NJ 08043

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ALLISON BLAKE, PH.D., L.S.W.
Commissioner

October 20, 2011

Lisa A. Cerny
Director
Gloucester County Department of Human Services/HSAC
115 Budd Boulevard
Route 45 & Budd Boulevard
Woodbury, NJ 08096

Re: Contract # 12ANHS

Dear Ms. Cerny:

I am pleased to inform you that the Department of Children and Families (DCF), Division of Youth and Family Services (DYFS), will be renewing the contract with your agency. Your current contract will expire on December 31, 2011.

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 www.state.nj.us/dcf/contract. **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, 2012. The contract Standard 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 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

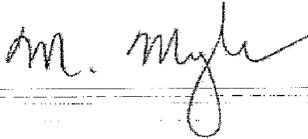
Proof of adequate insurance coverage is required. Please submit with the renewal packet a copy of the insurance declaration page(s) showing the amounts and types of insurance. The "State of New Jersey" must be named as the additional insured (followed by the name of the departmental component and its 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 **November 21, 2011**. 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.

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

Sincerely,



Madeleine Myles
Contract Administrator I
Southern Business Office

I agree to the terms of this letter. This letter is made a part of the contract listed above.

President/CEO County of Gloucester 10/28/2011
Name of Agency Date

Enclosures

DEPARTMENT OF CHILDREN AND FAMILIES
 SCHEDULE OF ESTIMATED CLAIMS
 THIRD PARTY CONTRACTS

ORIGINAL
 MOD#

DIVISION: DYFS ORG CODE: 1640 CONTRACT NO.: 12ANH5 CONTRACT PERIOD: January 1, 2012 TO December 31, 2012
 PROVIDER NAME: Gloucester Co DHS/HSAC

SERVICE PERIOD MONTH/YEAR	COMPONENT #1 HSAC APU:	COMPONENT #2 ABUSED MISSING CHILD COMMA APU:	COMPONENT #3 CHACC SUPPORT APU:	COMPONENT #7 PREGNANCY PREVENTION APU:	COMPONENT #	COMPONENT #	ESTIMATED CLAIM	
							MONTHLY	YTD
January-12	\$5,231	\$270	\$3,204	\$83			\$8,788.00	\$8,788.00
February-12	\$5,231	\$270	\$3,204	\$83			\$8,788.00	\$17,576.00
March-12	\$5,231	\$270	\$3,204	\$83			\$8,788.00	\$26,364.00
April-12	\$5,231	\$270	\$3,204	\$83			\$8,788.00	\$35,152.00
May-12	\$5,231	\$270	\$3,204	\$83			\$8,788.00	\$43,940.00
June-12	\$5,231	\$270	\$3,204	\$83			\$8,788.00	\$52,728.00
July-12	\$5,231	\$270	\$3,204	\$83			\$8,788.00	\$61,516.00
August-12	\$5,231	\$270	\$3,204	\$83			\$8,788.00	\$70,304.00
September-12	\$5,231	\$270	\$3,204	\$83			\$8,788.00	\$79,092.00
October-12	\$5,231	\$270	\$3,204	\$83			\$8,788.00	\$87,880.00
November-12	\$5,231	\$270	\$3,204	\$83			\$8,788.00	\$96,668.00
December-12	\$5,229.00	\$264.00	\$3,198.00	\$87.00			\$8,778.00	\$105,446.00
TOTALS	\$62,770.00	\$3,234.00	\$38,442.00	\$1,000.00			\$105,446.00	\$105,446.00

ORIGINAL CONTRACT CEILING: \$105,446.00 MOD# 1 MOD# 2 MOD# 3 MOD# 4
 AUTHORIZED PROVIDER SIGNATURE: _____ DATE: _____
 CONTRACT SUPERVISOR SIGNATURE: _____ DATE: _____
 EXPENDITURE SUMMARY: NONE MONTHLY QUARTERLY OTHER NONE MONTHLY
 COST RELATED NON COST RELATED ADVANCE PAYMENT: _____
 REIMBURSEMENT: PERIODIC REPORTED EXPENDITURES REIMBURSABLE CONTRACT CEILING: \$105,446.00
 INSTALLMENTS PROVISIONAL
 FY: 2012 AMOUNT: \$52,723 FY: 2013 AMOUNT: \$52,723
 REVISED 10/2008
 12 Month Format

DEPARTMENT OF CHILDREN AND FAMILIES
SCHEDULE OF ESTIMATED CLAIMS
THIRD PARTY CONTRACTS

FIXED RATE

REVISED 10/2008
12 Month Format

BUSINESS ASSOCIATE AGREEMENT AMENDING
CONTRACT 12ANHS

between the New Jersey Department of Children and Families
and Gloucester County Department of Human Services—HSAC

This Business Associate Agreement sets forth the responsibilities of Gloucester County Department of Human Services – HSAC with an address of 115 Budd Boulevard, Route 45 & Budd Boulevard, Woodbury, NJ 08096 and the New Jersey Department of Children and Families, Division of Youth and Family Services, 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 thereunder 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 an Amendment to the Underlying Contract between Business Associate and Covered Entity and sets forth additional terms that may modify the Underlying Contract.

A. Definitions:

1. The terms specified below shall be defined as follows:

- a. *Agreement*: "Agreement" shall mean this Business Associate Agreement Amending the Underlying Contract.
- b. *Designated Record Set*: "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.
- c. *Individual*: "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).
- d. *Notice of Privacy Practices*: "~~Notice of Privacy Practices~~" shall mean the Notice of Privacy Practices required by 45 CFR 164.520, provided by Covered Entity to Individuals.
- e. *Privacy Rule*: "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.
- f. *Protected Health Information (PHI)*: "PHI" shall mean individually identifiable health information that is transmitted by electronic media or transmitted or maintained in any other form or medium.
- g. *Record*: "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.
- h. *Required by Law*: "Required by Law" shall have the same meaning as in 45 CFR 164.501.

BUSINESS ASSOCIATE AGREEMENT AMENDING
CONTRACT 12ANHS
between the New Jersey Department of Children and Families
and Gloucester County Department of Human Services—HSAC

- i. *Secretary*: “Secretary” shall mean the Secretary of the United States Department of Health & Human Services or his/her designee.
 - j. *Underlying Contract*: “Underlying Contract” shall mean the agreement between Covered Entity and Business Associate for social service planning, designated as Contract 12ANHS.
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. *Permitted Uses*. Business Associate may use PHI to perform functions, activities, or services for or on behalf of Covered Entity as specified in the Underlying Contract and this Agreement, provided that such use would not violate this Agreement, the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity. In the event that the Underlying Contract and this Agreement conflict, this Agreement shall control.
2. *Specified Permitted Disclosures*. Business Associate may further disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity as specified in the Underlying Contract, or 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 obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which PHI has been disclosed. In the event that the Underlying Contract and this Agreement conflict, this Agreement shall control.
- ~~3. *Nondisclosure*. Business Associate agrees to not use or disclose PHI other than as permitted or required by the Agreement, the Underlying Contract, or as Required by Law. In the event that the Underlying Contract and this Agreement conflict, this Agreement shall control.~~
4. *Safeguards*. 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. *Duty to Mitigate*. 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.

BUSINESS ASSOCIATE AGREEMENT AMENDING
CONTRACT 12ANHS

between the New Jersey Department of Children and Families
and Gloucester County Department of Human Services--HSAC

6. *Duty to Notify of Improper Use or Disclosure.* 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 or intrusion.
7. *Business Associate's Agents.* 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. *Amendment.* 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 or the Underlying Contract, 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. *Appeals from Denial of Access or Amendment.* 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. ~~*Internal Practices.* 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. *Duty to Document Disclosures.* 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. *Retention of Protected Information.* Notwithstanding the provisions of Section G 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

BUSINESS ASSOCIATE AGREEMENT AMENDING
CONTRACT 12ANHS
between the New Jersey Department of Children and Families
and Gloucester County Department of Human Services—HSAC

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. *Audits, Inspections, and Enforcement.* In addition to any rights of Covered Entity's rights in the Underlying Contract to review, inspect or audit all records, 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 H of this Agreement or the New Jersey Tort Claims Act, NJSA 59:1-1 et seq., as they apply to Covered Entity.

C. Obligations of Covered Entity: Provision for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

1. *Safeguards.* 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. *Limitations in Notice of Privacy Practices.* 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. *Revocations of Permission.* 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. *Request for Restrictions.* 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. *Permissible Requests by Covered Entity.* Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the

BUSINESS ASSOCIATE AGREEMENT AMENDING
CONTRACT 12ANHS

between the New Jersey Department of Children and Families
and Gloucester County Department of Human Services—HSAC

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 and Termination of Underlying Contract and Business Associate Agreement

1. *Term.* This Agreement shall be effective as of 4/14/03 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. *Termination for Cause.* 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. *Opportunity to Cure.* 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 the Underlying Contract and require that Business Associate fully comply with the procedures specified in subsection 3, below;
 - b. *Termination of Underlying Contract.* Immediately terminate the Underlying 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. *Report to the Secretary.* 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 on Termination of the Underlying Contract.*
 - a. *Obligation to Return or Destroy All PHI.* Except as provided in paragraph b of this section, upon termination of the Underlying 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. *Certification of Return or Destruction.* 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

BUSINESS ASSOCIATE AGREEMENT AMENDING
CONTRACT 12ANHS
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Entity. Covered Entity shall acknowledge receipt of such certification and, as of the date of such acknowledgement, this Agreement shall terminate.

- c. *Obligations in the Event of Inability to Return or Destroy.* 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.

BUSINESS ASSOCIATE AGREEMENT AMENDING
CONTRACT I2ANHS
between the New Jersey Department of Children and Families
and Gloucester County Department of Human Services—HSAC

5. The obligations of the Business Associate under this Section shall survive the expiration of this Agreement.

F. Miscellaneous

1. *Regulatory References.* 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. *Amendment.* 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 superceded by a revised Business Associate Agreement executed between the parties after the effective date of this Agreement.
3. *Survival.* ~~The respective rights and obligations of Business Associate and Covered Entity under Section D, "Term of Business Associate Agreement and Termination of Underlying Contract and Business Associate Agreement", above, shall survive the termination of the Underlying 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 or the Underlying Contract.~~
4. *Interpretation.* 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. *No Third Party Beneficiaries.* ~~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. *Notices.* 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 Department of Human Services —
HSAC

115 Budd Boulevard, Route 45 & Budd Boulevard

Woodbury, NJ 08096

Facsimile # (856) 384-0207

BUSINESS ASSOCIATE AGREEMENT AMENDING
CONTRACT 12ANHS

between the New Jersey Department of Children and Families
and Gloucester County Department of Human Services—HSAC

Covered Entity: 1. Privacy Officer
DCF HIPAA Privacy Officer
Office of Licensing and Legal Affairs
222 South Warren Street, 3rd Floor
P.O. Box 729
Trenton, NJ 08625-0729

Facsimile # 609-292-2547

2. Office of Contract Administration
50 E. State Street, 7th floor
P. O. Box 717
Trenton, NJ 08625-0717

Facsimile # 609-943-3001

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

Jewel Johnson
Printed Name

Robert M. Damminger
Printed Name

Business Administrator, SBO
Title

Freeholder Director
Title

DCF/DYFS
Department/Division

Gloucester Cnty Dept of Human Services—HSAC
Agency

Date

Date

SOURCE DISCLOSURE CERTIFICATION FORM

Contractor: Gloucester County
Department of Human
Services -HSAC

Contract Number: 12ANHS

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Contractor.

The Contractor submits this Certification in response to the referenced contract issued by the Division of Purchase and Property, Department of the Treasury, State of New Jersey (the "Division"), in accordance with the requirements of N.J.S.A. 52:34-13.2.

Instructions:

List every location 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 so performed. Attach additional pages if necessary.

Contractor and/or Subcontractor	Description of Services	Performance Location By County	Reasons Why Services Cannot be Performed in US

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Vendor to the Director, Division of Purchase and Property (the "Director").

The Director shall determine whether sufficient justification has been provided by the Contractor to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

I understand that, after award of a contract to the Contractor, it is determined that the Contractor has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the Director that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Contractor shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions.

I further understand that this Certification is submitted on behalf of the Contractor in order to induce the Division to accept a bid proposal, with knowledge that the Division is relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are wilfully false, I am subject to punishment.

Contractor: Gloucester County Department of
Human Services -HSAC
Name of Organization or Entity

By: _____

Print Name: Robert M. Damming

Title: Freeholder Director

Date: _____



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.

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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.

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 3.09 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

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laws, rules and regulations (collectively, "laws"), including but not limited to the following:

- 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; and
- g) 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 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) and 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 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, and follows the provisions prescribed in this Standard Language Document. Failure

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to comply with this paragraph or the above referenced citation will result in cause for the Department to Terminate this contract.

Section 3.05 Set-Off for State Tax. Pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer and Provider Agency, partnership or S corporation under contract to provide goods or services or construction projects to the Department is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness.

The amount of the set-off shall not allow for the deduction of any expense or other deductions that might be attributable to the taxpayer, partner, or shareholder subject to set-off under this Act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner, or shareholder and provide an opportunity for a hearing within 30 Days of such notice under the procedures for protests established under R.S. 54:49-18. No request for conference, protest, or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c. 184 (c. 52:32-32 et seq.) to the taxpayer shall be stayed.

Section 3.06 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 contractor (Provider Agency) agrees as follows:

- a) The contractor 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 contractor will take affirmative action to ensure that such applicants are recruited and employed by DCF contracted agencies.
- c) The contractor will also take affirmative action to ensure that employees are treated 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;

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- 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 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.
- e) The contractor and subcontractor(s), in all solicitations or advertisements for employees placed by or on behalf of the contractor, 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 contractor and subcontractor(s) will send a notice to each labor union or representative or workers 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 contractor's commitments under this act and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
- g) The contractor and subcontractor(s) 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.
- h) The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with N.J.A.C.17:27-5.2.
- i) The contractor 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.

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- j) The contractor 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 contractor 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 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 contractor shall submit, after notification of award but prior to execution of a contract, a Certificate of Employee Information Report.
-
- m) The contractor and its subcontractors shall furnish such reports or other documents to the DCF from time to time in order to carry out the purposes of these regulations, and DCF 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 3.07 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 3.08 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

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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 Departmental policies and procedures for determining the reasonableness, allowability, and allocability of costs under this Contract.

Section 3.09 Audit. The Department requires submission of the Provider Agency's annual organization-wide audit.

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 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.

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Section 3.10 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.

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 3.11 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 Department may by Notice place the Provider Agency in default status,

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and take any action(s) listed in accordance with Department Policy Circular 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 3.09 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

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DEPARTMENT OF CHILDREN AND FAMILIES

- 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 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.

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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 (as described in section 3.06a 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 3.06a 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 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

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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 agrees that this Contract is contingent upon the availability of funds.

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 contractor, 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

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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

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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.

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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 15 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. Damming

BY: _____
(Signature)
Jewel Johnson

TITLE: Freeholder Director

TITLE: Business Administrator
Southern Business Office

PROVIDER AGENCY: Gloucester County Department of
Human Services—HSAC

DEPARTMENTAL COMPONENT: DCFADYFS

DATE: _____

DATE: _____

Contract Effective Date: January 1, 2012

Contract Expiration Date: December 31, 2012

Contract Number: 12ANHS

Contract Ceiling: \$105,446

Federal ID#: 21-6000660

Provider Contact Individual: Calvin McFarland

(Print Name)

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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 15 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

TITLE: _____
Freeholder Director

BY: _____
(Signature)

Jewel Johnson

TITLE: _____
Business Administrator
Southern Business Office

PROVIDER
AGENCY: _____
Gloucester County Department of
Human Services—HSAC

DEPARTMENTAL
COMPONENT: _____
DCF/DYFS

DATE: _____

DATE: _____

Contract Effective Date: _____
January 1, 2012

Contract Expiration Date: _____
December 31, 2012

Contract Number: _____
12ANHS

Contract Ceiling: _____
\$105,446

Federal ID#: _____
21-6000660

Provider Contact Individual: _____
Calvin McFarland

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

CONTRACT SIGNATURES AND DATES

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BY: _____
(Signature)

Robert M. Damminger

TITLE: Freeholder Director

BY: _____
(Signature)

Jewel Johnson

TITLE: Business Administrator
Southern Business Office

PROVIDER AGENCY: Gloucester County Department of
Human Services—HSAC

DEPARTMENTAL COMPONENT: DCFDYFS

DATE: _____

DATE: _____

Contract Effective Date: January 1, 2012

Contract Expiration Date: December 31, 2012

Contract Number: 12ANHS

Contract Ceiling: \$105,446

Federal ID#: 21-6000660

Provider Contact Individual: Calvin McFarland

Contract Number: 12ANHS
Contract Period: 01/01/12-12/31/12

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

ANNEX A

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

- DIVISION OF CHILD BEHAVIORAL HEALTH SERVICES (DCBHS)
- DIVISION OF PREVENTION AND COMMUNITY PARTNERSHIP (DPCP)
- DIVISION OF YOUTH AND FAMILY SERVICES (DYFS)
- TRAINING ACADEMY
- OFFICE OF CENTRAL OPERATIONS
- OFFICE OF COMMUNICATION AND LEGISLATION
- OFFICE OF EDUCATION

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

- | | | | |
|-----|-----------------------|-----|-------|
| 1. | 12anhs Human Services | 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
- Section 2.2 Program Description
- Section 2.3 Performance Outcomes
- Section 2.4 Personnel Information Sheet
- Section 2.5 Level of Service Form

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

CONTRACT SUMMARY SHEET

Provider Agency G.C. Board Of Chosen Freeholders **Contract #** 12ANHS
Mailing Address P.O. Box 337 **Federal ID** 21-6000060
Woodbury New Jersey
08096
Telephone Number 856 - 853 -3391
Provider Agency Fiscal Year End 12/31/2012

Contract Effective Date 01/01/2012 to 12/31/2012 **Contract Ceiling** \$105,446

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 Officer 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 -0207
E-Mail Address rdammiger@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 New Jersey
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 explains your program and emphasizes the improvements you and your staff are trying to make in the lives of your customers. In addition, it 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.

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
REQUIRED CONTRACTS DOCUMENT CHECKLIST

CONTRACT ADMINISTRATOR: Madeleine Myles CONTRACT NUMBER: 12ANH5
NAME OF AGENCY: Gloucester County CONTRACT PERIOD: 01/01/12 - 12-31/12

The checklist must be completed and returned with all documents prior to contract approval. Specificity as it relates to number of copies and any additional Division/Office documentation to be submitted will be forwarded with the renewal/award letter by your contract administrator. Forms that are not included in the following pages, can be found by accessing the website at www.nj.gov/def and clicking on the link to 'Contract and RFP Information'.

	Document	Number of copies to be submitted	Please check if submitted with package	If not submitted with package, indicate anticipated date of submission or if Not Applicable
1. Contract Documents				
A.	Standard Language Document with original signature (additional copies requested must also have original signature)	3	<input checked="" type="checkbox"/>	
B.	Annex A (includes Section 2 for each program funded)	3	<input checked="" type="checkbox"/>	
C.	Annex B –Budget Form (Expense Summary, Detail and Schedules 1- 6) / Annex B2	3	<input checked="" type="checkbox"/>	
D.	Schedule of Estimated Claims, if applicable	3	<input checked="" type="checkbox"/>	
E.	Public Law 2005, Chapter 51 (formerly known as Executive Order 134) Contractor Certification and Disclosure of Political Contributions Form	1	<input checked="" type="checkbox"/>	
F.	Ownership Disclosure Form		<input type="checkbox"/>	na
G.	Public Law 2005, Chapter 92 (formerly known as Executive Order 129) Source Disclosure Certification Form	1	<input checked="" type="checkbox"/>	
2. Agreements				
H.	List of all Contracts/Grants (included in Annex A and/or Annex B)	1	<input checked="" type="checkbox"/>	
I.	Subcontract/Consultant Agreement(s) (related to DCF Contracts)		<input type="checkbox"/>	
J.	Private/Public Donor Agreement (s) for Match Responsibilities	1	<input checked="" type="checkbox"/>	
K.	HIPAA Business Associate Agreement	1	<input checked="" type="checkbox"/>	
3. Insurances/Licenses/Certificates				
L.	Liability Insurance Declaration Page and/or Malpractice Insurance		<input type="checkbox"/>	January 2012
M.	Bonding Certificate		<input type="checkbox"/>	
N.	Applicable Licenses		<input type="checkbox"/>	
O.	Current Affirmative Action Certificate or copy of renewal application sent to Treasury (AA302)		<input type="checkbox"/>	
P.	Health/Fire Certificates		<input type="checkbox"/>	
Q.	Certificate of Occupancy or Continued Certificate of Occupancy		<input type="checkbox"/>	
R.	Lease or Mortgage		<input type="checkbox"/>	
S.	Certificate of Incorporation		<input type="checkbox"/>	
4. Documents Required for Non Profit Agencies and as applicable, for Profit Agencies				
T.	Standardized Board Resolution indicating who is authorized to sign: Contracts & Checks (DCF.P1.06-2007)	3	<input checked="" type="checkbox"/>	
U.	Dated List of Names, Titles, Addresses, and Terms of Board of Directors		<input type="checkbox"/>	
V.	Copy of the most recently approved Board Minutes		<input type="checkbox"/>	
W.	Agency By-Laws		<input type="checkbox"/>	
X.	Tax Exempt Certification		<input type="checkbox"/>	
Y.	Form 990		<input type="checkbox"/>	

	Document	Number of copies to be submitted	Please check if submitted with package	If not submitted with package, indicate anticipated date of submission or if Not Applicable
5. Documents Required for Profit Agencies only				
Z.	U.S. Corporation Income Tax Return, Form 1120		<input type="checkbox"/>	
6. Agency Policies and Organizational Information				
AA.	Organizational Chart		<input type="checkbox"/>	
BB.	Personnel Manual (including job descriptions of staff) and Employee Handbook		<input type="checkbox"/>	
CC.	Affirmative Action Policy/Plan		<input type="checkbox"/>	
DD.	Conflict of Interest Policy		<input type="checkbox"/>	
EE.	Procurement Policy (DCF.CRM 2.3)		<input type="checkbox"/>	
FF.	Equipment Inventory (items purchased with DCF funds)		<input type="checkbox"/>	
7. Audit				
GG.	Notification of Licensed Public Accountant (NLPA) -include copy of Accountant's Certification		<input type="checkbox"/>	
HH.	Copy of Audit		<input type="checkbox"/>	
8. Other Supporting Documents				
II.	Annual Report to Secretary of State		<input type="checkbox"/>	
JJ.	Annual Report -Charitable Organizations		<input type="checkbox"/>	
KK.	ACH - Credit authorization for automatic deposits (for new requests only)		<input type="checkbox"/>	
LL.	W-9 Form (for New Agencies only)		<input type="checkbox"/>	
Additional Division/Office Specific Forms:				
1.			<input type="checkbox"/>	
2.			<input type="checkbox"/>	
3.			<input type="checkbox"/>	
4.			<input type="checkbox"/>	
5.			<input type="checkbox"/>	
6.			<input type="checkbox"/>	
7.			<input type="checkbox"/>	
8.			<input type="checkbox"/>	
9.			<input type="checkbox"/>	
10.			<input type="checkbox"/>	

The contracted agency agrees to submit, to the DCF 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 agency's Board of Directors, when applicable.

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

Supporting Information for Contract #: _____

Contract Period: _____ to _____

Agency: _____

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
(Original signature)

Date

Please List Authorized Signatories for contract documents, checks, and invoices:
(List full name and title)

Name

Title

Name

Title

Name

Title

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.

**DEPARTMENT OF CHILDREN AND FAMILIES
HUMAN SERVICES ADVISORY COUNCIL
PURCHASE OF SERVICE CONTRACT**

Part II. PROGRAM OPERATION

SECTION 1. PROGRAM SUMMARY AND EVALUATION PLAN

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 Commissioner of Human Services. 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. The principle responsibilities of the HSAC are:

- A. Improve administrative and service efficiency.
 - B. Improve relationships with the State.
 - C. Protect the vulnerable and disabled populations.
 - D. Promote the practice of self-evaluation.
-

In order to fulfill the advisory role to the County and State governments, the HSAC has outlined the following objectives for each goal listed above:

- 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.
 - 2. Based on local needs and available resources, influence the use of dollars and said resources to provide the best quality of service possible.
 - 3. Review and comment on human service proposals, attempting to fill gaps in service and promote new and/or innovative service 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.
-

-
2. Work with the NJ Department of Children and Families to clarify the respective roles of County and State with respect to planning, policy setting and evaluation.
 3. Encourage citizen's participation in planning for health and human services in the public/private sectors.

C. Protection of vulnerable and Disabled Populations

1. Address the problems of child abuse and missing within Gloucester County through the following activities:
 - a) Arrange education programs for parents and children.
 - b) Provide information concerning the available services in the County and State.
 - c) Coordinate the provision of services and programs concerning child abuse and missing children offered in Gloucester and neighboring counties.
2. Consistent with State target population and service policies, local human service representatives will identify the most needy/disabled populations and the most essential services within the County.
3. To facilitate the development of specialized services that define present and future agency roles and responsibilities for serving vulnerable target populations and high priority target problems.

D. Promote the Practice of Self-Evaluation

1. The agency will submit a quarterly narrative report which will provide descriptions of activities in comprehensive planning, resource allocation, SSBG contract review and any other special initiative/activities taken up by the HSAC.
2. The agency will self-evaluate this contract based on the Levels of Service (LOS) outlined in Section II as well as information contained on the quarterly narrative reports. The information concerning performance will be submitted to the Department Representative.

SECTION II: OBJECTIVES FOR COUNCILS

A. Planning

-
1. **Comprehensive Planning:** Develop, implement and update the comprehensive Human Service plans pursuant to the guidelines issued by the NJ Department of Children and Families.
 2. **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 a 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 and Families.** Review and comment on information regarding the State 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 Division.

C. Review of Contracts

1. The NJ State Department of Children and Families mandate appears to no longer require the Human Services Advisory Council to monitor agencies. Therefore, the focus of the Monitoring Committee will be shifted to the provision or management assistance to provider agencies.

D. Administration of the Human Services Advisory Council

-
1. To provide such administrative oversight to the work of the Human Services Advisory Council, ensuring that it meets the requirements of this contract in a complete, accurate and timely manner.

SECTION III: LEVEL OF SERVICE

A. Planning

1. Review, comment and inform the community about information regarding the State /Federal budgets as requested by the New Jersey Department of Children and Families (DCF).
 2. Provide update on the implementation of County Priority Populations Plan to NJDCF by July 1 and Dec 31, 2012
 3. **County Homeless Planning:** Continue to develop service and
-

funding priorities Social Services for the Homeless funds based on the assessment and review of service needs and program recommended by the Council.

4. Educate agencies, consumers, and the general community, on the Department's initiatives in the county.
5. Participate in the development of the reauthorization of N.J.A.C. 10.2 State Regulations.

B. Resource Allocation

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

C. Resource Information

Ensure availability, accessibility and periodic updates of a comprehensive human services 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 recommended for their contract renewal or modifications. Participate in the mediation of correction or technical assistance by the NJDCF or its Divisions. Follow up on plan implementation as needed.

E. Administration of the HSAC

1. Comply with the evaluation process of the CHSAC and complete by October 2012
 2. Review the HSAC membership to assure compliance with NJDCF regulations. Provide annual report to the Department of Children and Families Representative.
 3. Submit the appropriate Budget documents for 2012 HSAC contract in final form by January 1, 2012. Ensure that the persons employed to staff the HSAC have sufficient skills to implement the requirements of the contract.
-

COMPONENT #2
COMMISSION ON MISSING & ABUSED CHILDREN

PROVIDE FOR THE ADMINISTRATION OF THE COMMISSION ON MISSING &
ABUSED CHILDREN

1. To provide information designed to educate County Government, service providers and residents on the needs of children who are missing, abused or neglected and the services available to them and their families.
-

COMPONENT #3
CIACC SUPPORT

ADMINISTRATION OF YOUTH INCENTIVE PROGRAM FUNDS

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Blank page with two horizontal lines at the top.

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

SECTION 1

Agency Information Instructions

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.

Contract Number: 11 ANHS

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

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. Damminger	Freeholder Director	1
	2		
	3		
Quarterly and Final Financial Reports	1 Gary Schwarz	Treasurer	1
	2 Lisa A. Cerny	G.C. Dept Of Human Services Dir	
	3		
Contract Modification	1 Stephen M. Sweeny	Freeholder Director	1
	2		
	3		
Checks	1 Gary Schwarz	Treasurer	1
	2		
	3		
Other Contracts and Agreements	1		
	2		
	3		

Submitted by:

Primary Signatory: Robert M. Damminger Title: Freeholder Director

Original Signature: _____ Date: _____



SECTION 2

PROGRAM INFORMATION

*The following four parts must be completed
for
each individual
contracted program/component*

*Please note that additional requirements or
stipulations may be necessary for an identified
program and will be forwarded to you, as
applicable, by the Department of Children and
Families, Office of Contract Administration.*

SECTION 2

Program Description and Service Delivery Information

One set is completed for each contracted program/component. Make additional copies as necessary. They can also be downloaded from the Office of Contract Administration website at www.nj.gov/def and clicking on the link to "Contract and RFP Information".

Section 2.1: Program Name and Service Delivery Information

Provide program name, site address, and other identifying information as requested on the form. Attach additional pages if services are being provided at multiple sites.

Services will be provided as follows: For each day of the week, enter the hours the agency will provide contracted services. Please indicate if there is a difference among any of the contracted services in the program specific narrative. Provide information on the accessibility of services, including the hours and days that services will be available to clients.

Services will not be provided on the following occasions: List the occasions and dates when services will not be available, e.g. December 25-Christmas, July 4-Independence Day, etc. Attach a school calendar when appropriate.

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 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 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 annualized number of units to be contracted per program type.

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A
PROGRAM DESCRIPTION
Section 2.2

Program Name: _____

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 program/component description and its purpose. The description should reflect the program requirements set forth in the initial RFP and any changes that may have resulted from negotiations.

2. Identify the target population served by this program/component (i.e. individuals who have been unemployed for the past 6-12 months).
 - Indicate the program's level of experience with the target population.
 - Provide a brief outline or snapshot of the characteristics, needs, and current circumstances of the customers 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.

3. Detail what the program intends to address through service delivery. State the results the program intends to achieve.

4. Describe the program service delivery method (i.e. in the community, on site).

5. Detail how customers access services.
 - Cite any physical limitations that might preclude program admission or referral acceptance
 - Discuss referral procedures and discharge planning with respect to the continuum of care
 - Cite negative and planned discharge procedures
 - Indicate specific documents needed for referrals, when applicable

 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.

 7. Detail the program's emergency procedures. Provide any after-hours telephone numbers, emergency contacts, and special instructions.
-
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.
-
-
-

Contract Number: _____

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
Annex A
PERFORMANCE OUTCOMES
Section 2.3

Program Name: _____

For each program component please identify: goals, objectives, activities, and performance outcomes, using the following definitions and the chart below.

GOALS:

Goals are statements detailing the long term, ongoing aims or intentions of each program component. Goals do not have a specific time limit but are designed to produce the desired results over an extended time period. Achievement of goals may reach beyond the contract period.

OBJECTIVES:

Objectives are statements detailing the desired results of day to day activities. These are short term milestones to be achieved during the contract period. Objectives are reflective of the long term goals of the program component and ideally lead to achievement of those goals. Objectives have defined time limits and measurable results.

ACTIVITIES:

Activities are tasks performed to achieve identified objectives. These should be observable and/or measurable.

PERFORMANCE OUTCOMES:

Performance outcomes are the identified, quantifiable impact results of the program component on the target population. They should be tied to the program goals rather than to each objective or activity. Performance outcomes may be attainable during the contract period or it may be necessary to track their attainment over a longer period of time.

Contract Number: _____

Program Name: _____

PERFORMANCE OUTCOMES

GOALS		OBJECTIVES					ACTIVITIES					PERFORMANCE OUTCOMES				
1.	1.						1.								1.	
	2.						2.									
	3.						3.									
	4.						4.									
	5.						5.									
2.	1.						1.								2.	
	2.						2.									
	3.						3.									
	4.						4.									
	5.						5.									
3.	1.						1.								3.	
	2.						2.									
	3.						3.									
	4.						4.									
	5.						5.									
4.	1.						1.								4.	
	2.						2.									
	3.						3.									
	4.						4.									
	5.						5.									
5.	1.						1.								5.	
	2.						2.									
	3.						3.									
	4.						4.									
	5.						5.									

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A
LEVEL OF SERVICE
Section 2.5

Program/Component Name: _____
 Service Type: _____
 Description of Unit Measurement: _____
 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			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
	ANNUAL TOTALS		

Contract Number: 12ANHS
Contract Period: 01/01/12-12/31/12

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

ANNEX A

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

- DIVISION OF CHILD BEHAVIORAL HEALTH SERVICES (DCBHS)
 - DIVISION OF PREVENTION AND COMMUNITY PARTNERSHIP (DPCP)
 - DIVISION OF YOUTH AND FAMILY SERVICES (DYFS)
 - TRAINING ACADEMY
 - OFFICE OF CENTRAL OPERATIONS
 - OFFICE OF COMMUNICATION AND LEGISLATION
-
- OFFICE OF EDUCATION

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

- | | |
|---------------------------------|-----------|
| 1. <u>12anhs Human Services</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
- Section 2.2 Program Description
- Section 2.3 Performance Outcomes
- Section 2.4 Personnel Information Sheet
- Section 2.5 Level of Service Form

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

CONTRACT SUMMARY SHEET

Provider Agency G.C. Board Of Chosen Freeholders Contract # 12ANHS
Mailing Address P.O. Box 337 Federal ID 21-6000060
Woodbury New Jersey
08096
Telephone Number 856 - 853 -3391
Provider Agency Fiscal Year End 12/31/2012

Contract Effective Date 01/01/2012 to 12/31/2012 Contract Ceiling \$105,446

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 Officer 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 -0207
E-Mail Address rdammiger@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 New Jersey
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 explains your program and emphasizes the improvements you and your staff are trying to make in the lives of your customers. In addition, it 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.

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
REQUIRED CONTRACTS DOCUMENT CHECKLIST

CONTRACT ADMINISTRATOR: Madeleine Myles CONTRACT NUMBER: 12ANHS
NAME OF AGENCY: Gloucester County CONTRACT PERIOD: 01/01/12 - 12-31/12

The checklist must be completed and returned with all documents prior to contract approval. Specificity as it relates to number of copies and any additional Division/Office documentation to be submitted will be forwarded with the renewal/award letter by your contract administrator. Forms that are not included in the following pages, can be found by accessing the website at www.nj.gov/dcf and clicking on the link to 'Contract and RFP Information'.

	Document	Number of copies to be submitted	Please check if submitted with package	If not submitted with package, indicate anticipated date of submission or if Not Applicable
1. Contract Documents				
A.	Standard Language Document with original signature (additional copies requested must also have original signature)	3	<input checked="" type="checkbox"/>	
B.	Annex A (includes Section 2 for each program funded)	3	<input checked="" type="checkbox"/>	
C.	Annex B - Budget Form (Expense Summary, Detail and Schedules 1- 6) / Annex B2	3	<input checked="" type="checkbox"/>	
D.	Schedule of Estimated Claims, if applicable	3	<input checked="" type="checkbox"/>	
E.	Public Law 2005, Chapter 51 (formerly known as Executive Order 134) Contractor Certification and Disclosure of Political Contributions Form	1	<input checked="" type="checkbox"/>	
F.	Ownership Disclosure Form		<input type="checkbox"/>	na
G.	Public Law 2005, Chapter 92 (formerly known as Executive Order 129) Source Disclosure Certification Form	1	<input checked="" type="checkbox"/>	
2. Agreements				
H.	List of all Contracts/Grants (included in Annex A and/or Annex B)	1	<input checked="" type="checkbox"/>	
I.	Subcontract/Consultant Agreement(s) (related to DCF Contracts)		<input type="checkbox"/>	
J.	Private/Public Donor Agreement (s) for Match Responsibilities	1	<input checked="" type="checkbox"/>	
K.	HIPAA Business Associate Agreement	1	<input checked="" type="checkbox"/>	
3. Insurances/Licenses/Certificates				
L.	Liability Insurance Declaration Page and/or Malpractice Insurance		<input type="checkbox"/>	January 2012
M.	Bonding Certificate		<input type="checkbox"/>	
N.	Applicable Licenses		<input type="checkbox"/>	
O.	Current Affirmative Action Certificate or copy of renewal application sent to Treasury (AA302)		<input type="checkbox"/>	
P.	Health/Fire Certificates		<input type="checkbox"/>	
Q.	Certificate of Occupancy or Continued Certificate of Occupancy		<input type="checkbox"/>	
R.	Lease or Mortgage		<input type="checkbox"/>	
S.	Certificate of Incorporation		<input type="checkbox"/>	
4. Documents Required for Non Profit Agencies and as applicable, for Profit Agencies				
T.	Standardized Board Resolution indicating who is authorized to sign: Contracts & Checks (DCF.P1.06-2007)	3	<input checked="" type="checkbox"/>	
U.	Dated List of Names, Titles, Addresses, and Terms of Board of Directors		<input type="checkbox"/>	
V.	Copy of the most recently approved Board Minutes		<input type="checkbox"/>	
W.	Agency By-Laws		<input type="checkbox"/>	
X.	Tax Exempt Certification		<input type="checkbox"/>	
Y.	Form 990		<input type="checkbox"/>	

	Document	Number of copies to be submitted	Please check if submitted with package	If not submitted with package, indicate anticipated date of submission or if Not Applicable
5. Documents Required for Profit Agencies only				
Z.	U.S. Corporation Income Tax Return, Form 1120		<input type="checkbox"/>	
6. Agency Policies and Organizational Information				
AA.	Organizational Chart		<input type="checkbox"/>	
BB.	Personnel Manual (including job descriptions of staff) and Employee Handbook		<input type="checkbox"/>	
CC.	Affirmative Action Policy/Plan		<input type="checkbox"/>	
DD.	Conflict of Interest Policy		<input type="checkbox"/>	
EE.	Procurement Policy (DCF CRM 2.3)		<input type="checkbox"/>	
FF.	Equipment Inventory (items purchased with DCF funds)		<input type="checkbox"/>	
7. Audit				
GG.	Notification of Licensed Public Accountant (NLPA) -include copy of Accountant's Certification		<input type="checkbox"/>	
HH.	Copy of Audit		<input type="checkbox"/>	
8. Other Supporting Documents				
II.	Annual Report to Secretary of State		<input type="checkbox"/>	
JJ.	Annual Report -Charitable Organizations		<input type="checkbox"/>	
KK.	ACH - Credit authorization for automatic deposits (for new requests only)		<input type="checkbox"/>	
LL.	W-9 Form (for New Agencies only)		<input type="checkbox"/>	
Additional Division/Office Specific Forms:				
1.			<input type="checkbox"/>	
2.			<input type="checkbox"/>	
3.			<input type="checkbox"/>	
4.			<input type="checkbox"/>	
5.			<input type="checkbox"/>	
6.			<input type="checkbox"/>	
7.			<input type="checkbox"/>	
8.			<input type="checkbox"/>	
9.			<input type="checkbox"/>	
10.			<input type="checkbox"/>	

The contracted agency agrees to submit, to the DCF 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 agency's Board of Directors, when applicable.

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

Supporting Information for Contract #: _____

Contract Period: _____ to _____

Agency: _____

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
(Original signature)

Date

Please List Authorized Signatories for contract documents, checks, and invoices:
(List full name and title)

Name

Title

Name

Title

Name

Title

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.

**DEPARTMENT OF CHILDREN AND FAMILIES
HUMAN SERVICES ADVISORY COUNCIL
PURCHASE OF SERVICE CONTRACT**

Part II. PROGRAM OPERATION

SECTION 1. PROGRAM SUMMARY AND EVALUATION PLAN

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 Commissioner of Human Services. 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. The principle responsibilities of the HSAC are:

- A. Improve administrative and service efficiency.
 - B. Improve relationships with the State.
 - C. Protect the vulnerable and disabled populations.
 - D. Promote the practice of self-evaluation.
-

In order to fulfill the advisory role to the County and State governments, the HSAC has outlined the following objectives for each goal listed above:

- 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.
 2. Based on local needs and available resources, influence the use of dollars and said resources to provide the best quality of service possible.
 3. Review and comment on human service proposals, attempting to fill gaps in service and promote new and/or innovative service 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.
-

-
2. Work with the NJ Department of Children and Families to clarify the respective roles of County and State with respect to planning, policy setting and evaluation.
 3. Encourage citizen's participation in planning for health and human services in the public/private sectors.

C. Protection of vulnerable and Disabled Populations

1. Address the problems of child abuse and missing within Gloucester County through the following activities:
 - a) Arrange education programs for parents and children.
 - b) Provide information concerning the available services in the County and State.
 - c) Coordinate the provision of services and programs concerning child abuse and missing children offered in Gloucester and neighboring counties.
2. Consistent with State target population and service policies, local human service representatives will identify the most needy/disabled populations and the most essential services within the County.
3. To facilitate the development of specialized services that define present and future agency roles and responsibilities for serving vulnerable target populations and high priority target problems.

D. Promote the Practice of Self-Evaluation

1. The agency will submit a quarterly narrative report which will provide descriptions of activities in comprehensive planning, resource allocation, SSBG contract review and any other special initiative/activities taken up by the HSAC.
2. The agency will self-evaluate this contract based on the Levels of Service (LOS) outlined in Section II as well as information contained on the quarterly narrative reports. The information concerning performance will be submitted to the Department Representative.

SECTION II: OBJECTIVES FOR COUNCILS

A. Planning

-
1. Comprehensive Planning: Develop, implement and update the comprehensive Human Service plans pursuant to the guidelines issued by the NJ Department of Children and Families.
 2. 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 a 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 and Families. Review and comment on information regarding the State 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 Division.
-

C. Review of Contracts

1. The NJ State Department of Children and Families mandate appears to no longer require the Human Services Advisory Council to monitor agencies. Therefore, the focus of the Monitoring Committee will be shifted to the provision or management assistance to provider agencies.

D. Administration of the Human Services Advisory Council

-
1. To provide such administrative oversight to the work of the Human Services Advisory Council, ensuring that it meets the requirements of this contract in a complete, accurate and timely manner.
-

SECTION III: LEVEL OF SERVICE

A. Planning

1. Review, comment and inform the community about information regarding the State /Federal budgets as requested by the New Jersey Department of Children and Families (DCF).
 2. Provide update on the implementation of County Priority Populations Plan to NJDCF by July 1 and Dec 31, 2012
 3. County Homeless Planning: Continue to develop service and
-

funding priorities Social Services for the Homeless funds based on the assessment and review of service needs and program recommended by the Council.

4. Educate agencies, consumers, and the general community, on the Department's initiatives in the county.
5. Participate in the development of the reauthorization of N.J.A.C. 10.2 State Regulations.

B. Resource Allocation

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

C. Resource Information

Ensure availability, accessibility and periodic updates of a comprehensive human services 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 recommended for their contract renewal or modifications. Participate in the ~~mediation of correction or technical assistance by the NJDCF or its Divisions. Follow up on plan implementation as needed.~~

E. Administration of the HSAC

1. Comply with the evaluation process of the CHSAC and complete by October 2012
2. Review the HSAC membership to assure compliance with NJDCF regulations. Provide annual report to the Department of Children and Families Representative.
3. Submit the appropriate Budget documents for 2012 HSAC contract in final form by January 1, 2012. Ensure that the persons employed to staff the HSAC have sufficient skills to implement the requirements of the contract.

COMPONENT #2
COMMISSION ON MISSING & ABUSED CHILDREN

PROVIDE FOR THE ADMINISTRATION OF THE COMMISSION ON MISSING &
ABUSED CHILDREN

1. To provide information designed to educate County Government, service providers and residents on the needs of children who are missing, abused or neglected and the services available to them and their families.
-

COMPONENT #3
CIACC SUPPORT

ADMINISTRATION OF YOUTH INCENTIVE PROGRAM FUNDS

SECTION 1

AGENCY INFORMATION

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

SECTION 1

Agency Information Instructions

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.

Contract Number: 11 ANHS

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

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. Damminger	Freeholder Director	1
	2		
	3		
Quarterly and Final Financial Reports	1 Gary Schwarz	Treasurer	1
	2 Lisa A. Cerny	G.C. Dept Of Human Services Dir	
	3		
Contract Modification	1 Stephen M. Sweeny	Freeholder Director	1
	2		
	3		
Checks	1 Gary Schwarz	Treasurer	1
	2		
	3		
Other Contracts and Agreements	1		
	2		
	3		

Submitted by:

Primary Signatory: Robert M. Damminger Title: Freeholder Director

Original Signature: _____ Date: _____

Contract Number: _____

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A
AGENCY/ORGANIZATION DESCRIPTION
Section 1.2

Complete a 1-2 page 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

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.

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

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

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.

SECTION 2

PROGRAM INFORMATION

*The following four parts must be completed
for
each individual
contracted program/component*

Please note that additional requirements or stipulations may be necessary for an identified program and will be forwarded to you, as applicable, by the Department of Children and Families, Office of Contract Administration.

SECTION 2

Program Description and Service Delivery Information

One set is completed for each contracted program/component. Make additional copies as necessary. They can 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

Provide program name, site address, and other identifying information as requested on the form. Attach additional pages if services are being provided at multiple sites.

Services will be provided as follows: For each day of the week, enter the hours the agency will provide contracted services. Please indicate if there is a difference among any of the contracted services in the program specific narrative. Provide information on the accessibility of services, including the hours and days that services will be available to clients.

Services will not be provided on the following occasions: List the occasions and dates when services will not be available, e.g. December 25-Christmas, July 4-Independence Day, etc. Attach a school calendar when appropriate.

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 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 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 annualized number of units to be contracted per program type.

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A
PROGRAM DESCRIPTION
Section 2.2

Program Name: _____

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 program/component description and its purpose. The description should reflect the program requirements set forth in the initial RFP and any changes that may have resulted from negotiations.

-
2. Identify the target population served by this program/component (i.e. individuals who have been unemployed for the past 6-12 months).
 - Indicate the program's level of experience with the target population.
 - Provide a brief outline or snapshot of the characteristics, needs, and current circumstances of the customers 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.

-
3. Detail what the program intends to address through service delivery. State the results the program intends to achieve.

4. Describe the program service delivery method (i.e. in the community, on site).
-

5. Detail how customers access services.
 - Cite any physical limitations that might preclude program admission or referral acceptance
 - Discuss referral procedures and discharge planning with respect to the continuum of care
 - Cite negative and planned discharge procedures
 - Indicate specific documents needed for referrals, when applicable

 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.

 7. Detail the program's emergency procedures. Provide any after-hours telephone numbers, emergency contacts, and special instructions.
-
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.
-
-

Contract Number:

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A
PERFORMANCE OUTCOMES
Section 2.3

Program Name:

For each program component please identify: goals, objectives, activities, and performance outcomes, using the following definitions and the chart below.

GOALS:

Goals are statements detailing the long term, ongoing aims or intentions of each program component. Goals do not have a specific time limit but are designed to produce the desired results over an extended time period. Achievement of goals may reach beyond the contract period.

OBJECTIVES:

Objectives are statements detailing the desired results of day to day activities. These are short term milestones to be achieved during the contract period. Objectives are reflective of the long term goals of the program component and ideally lead to achievement of those goals. Objectives have defined time limits and measurable results.

ACTIVITIES:

Activities are tasks performed to achieve identified objectives. These should be observable and/or measurable.

PERFORMANCE OUTCOMES:

Performance outcomes are the identified, quantifiable impact results of the program component on the target population. They should be tied to the program goals rather than to each objective or activity. Performance outcomes may be attainable during the contract period or it may be necessary to track their attainment over a longer period of time.

Contract Number: _____

Program Name: _____

PERFORMANCE OUTCOMES

GOALS		OBJECTIVES					ACTIVITIES					PERFORMANCE OUTCOMES				
1.	1.						1.								1.	
	2.						2.									
	3.						3.									
	4.						4.									
	5.						5.									
2.	1.						1.								2.	
	2.						2.									
	3.						3.									
	4.						4.									
	5.						5.									
3.	1.						1.								3.	
	2.						2.									
	3.						3.									
	4.						4.									
	5.						5.									
4.	1.						1.								4.	
	2.						2.									
	3.						3.									
	4.						4.									
	5.						5.									
5.	1.						1.								5.	
	2.						2.									
	3.						3.									
	4.						4.									
	5.						5.									

Contract Number: _____

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A
LEVEL OF SERVICE
Section 2.5

Program/Component Name: _____
Service Type: _____
Description of Unit Measurement: _____
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			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
	ANNUAL TOTALS		



**New Jersey State Policy Prohibiting Discrimination in the Workplace
AND
Procedures for Processing Internal Complaints Alleging Discrimination in the Workplace**

**DEPARTMENT OF CHILDREN AND FAMILIES
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."

Any questions you may have about the *State Policy* or *Procedures* should be directed to Jillian Hendricks, Director of EEO/AA at 609-292-0209.

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 EEO/AA
50 E. State Street- 4th floor
Trenton, New Jersey 08625

Agency Name: County of Gloucester
Agency Address: 2 South Broad Street
P.O. Box 337
Woodbury N.J. 08096
Director/CEO Name (Print): Robert M. Damminger
Title: Freeholder Director
Signature of Director/CEO: _____
Date of Signature: _____





**New Jersey State Policy Prohibiting Discrimination in the Workplace
AND
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Department of Children and Families
Office of EEO/AA
50 E. State Street- 4th floor
Trenton, New Jersey 08625

Agency Name: _____ County of Gloucester
Agency Address: _____ 2 South Broad Street
_____ P.O. Box 337
_____ Woodbury N.J. 08096
Director/CEO Name (Print): _____ Robert M. Damming
Title: _____ Freeholder Director
Signature of Director/CEO: _____
Date of Signature: _____



24

RESOLUTION AUTHORIZING THE PURCHASE OF NEW JERSEY TRANSIT BUS PASSES FOR GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES CLIENTS, FOR THE PERIOD FEBRUARY 1, 2012 THROUGH JANUARY 31, 2013, FOR A MINIMUM AMOUNT OF ZERO AND A MAXIMUM AMOUNT OF \$360,000.00

WHEREAS, the Gloucester County Division of Social Services provides financial and housing assistance through to Social Services clients; and

WHEREAS, as per DFD Instruction NO. 07-7-2 Regulatory Reference: N.J.A.C. 10:90-5.4, the County or Municipal Agency, as appropriate, shall make transportation services available to WFNJ/GA/TANF recipients; and

WHEREAS, N.J.A.C. 10:90-5.6, the County or Municipal Agency may provide medical support services and have them available through Medicaid for children and their parents or needy parent persons provided they meet the income and resource methodologies and standards found in N.J.A.C. 10:69; and

WHEREAS, those clients who have no transportation must still travel for the purpose of searching for housing; to attend mandatory bi-monthly housing workshops; to look for and retain employment; to attend One Stop employment related activities; and for medical transportation; and

WHEREAS, participation in such programmatic activities by Social Services clients is an important part of the effectiveness of the Social Services programs; and

WHEREAS, providing New Jersey Transit bus passes for the program participants will enable them to meet these programs goals; and

WHEREAS, New Jersey Transit bus passes may be purchased from New Jersey Transit without public advertising for bids or bidding therefore pursuant to N.J.S.A. 40A:11-5 since New Jersey Transit is an agency or authority of the State of New Jersey; and

WHEREAS, the funds for this activity will be provided and paid from a combination of program funds, grant monies and Medicaid; and

WHEREAS, the purchases shall be for estimated quantities with a minimum contract amount of Zero and a maximum contract amount of \$360,000.00, for the period beginning February 1, 2012 and concluding January 31, 2013. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester authorizing the Gloucester County Division of Social Services to purchase bus passes from New Jersey Transit for clients receiving financial and housing assistance for the purpose of enabling the clients to participate and make transportation services available to WFNJ/GA/TANF Recipients to attend mandatory housing workshops, to look for and pertain employment, to attend One-Stop employment related activities and for medical transportation as provided by statute as authorized by the New Jersey Administrative Code for the period beginning February 1, 2012 and concluding January 31, 2013 for a minimum amount of Zero and a maximum amount of \$360,000.00; and

BE IT FURTHER RESOLVED, before any purchase be made pursuant to the within award, a certification must be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient funds are available at that time for that particular 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 and State of New Jersey, held on Wednesday, January 18, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT DAMMINGER, DIRECTOR

ROBERT N. DiLELLA, CLERK

F1

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH PAULSBORO PRINTERS, LLC FOR SERVICES IN THE PRINTING OF BALLOTS FOR THE PRIMARY, GENERAL, SPECIAL AND ALL SCHOOL BOARD ELECTIONS FOR THE PERIOD JANUARY 1, 2012 THROUGH DECEMBER 31, 2012, FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$397,500.00

WHEREAS, the County of Gloucester has determined there is a need for services in the printing of ballots for the Primary, General, special and all school board elections for the year 2012; and

WHEREAS, the Clerk of Gloucester County recommends that said services be provided by Paulsboro Printers, LLC of 22 East Washington Street, Paulsboro, New Jersey 08066; and

WHEREAS, the cost proposal of Paulsboro Printers, LLC is estimated to be in the maximum contract amount of \$397,500.00 based upon the number of registered voters, election districts and the number of elections; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time as this is an open-ended contract and prior to any services being rendered pursuant to the within contract, a Certificate of Availability, must be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular service, identifying the line item from the County Budget out of which said funds will be paid; and

WHEREAS, the first three months of this contract are subject to the certification of the availability of funds for one-quarter of said contract amount upon the adoption of the 2012 Gloucester County temporary budget. The continuation of the contract beyond the first three (3) months of 2012 is conditioned upon the approval of the 2012 Gloucester County budget; and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because the vendor has certified that it will not make a disqualifying contribution during the term of the contract; and

WHEREAS, the services to be performed as to this contract are relative to election expenses and therefore is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1).

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board be and are hereby authorized to execute the contract between the County of Gloucester and Paulsboro Printers, LLC for the provision of services in the printing of ballots for the Primary, General, Special, and all School Board Elections, for a minimum contract amount of Zero and a maximum contract amounts of \$397,500.00, for the period January 1, 2012 through December 31, 2012.

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

BE IT FURTHER RESOLVED that continuation of this contract beyond the first three (3) months of 2012 is conditioned upon the approval of the 2012 Gloucester County budget.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, January 18, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

A

**CONTRACT BETWEEN
PAULSBORO PRINTERS, LLC
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 18th day of **January 2012**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **Paulsboro Printers, LLC** of 22 E. Washington Street, Paulsboro, New Jersey 08066, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need for the County to contract for services pertaining to the printing of ballots for all Gloucester County 2012 Primary, General, Special and School Board Elections; and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it will not make a disqualifying contribution during the term of the contract; and

WHEREAS, the services to be performed as to this contract are relative to election expenses and therefore is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1); and

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for the period commencing January 1, 2012 and concluding December 31, 2012.

2. **COMPENSATION.** Contractor shall be compensated for a minimum contract amount of Zero and a maximum contract amount of \$397,500.00.

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

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

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

3. **DUTIES OF CONTRACTOR.** Specific duties of the Contractor are set forth in "Program Specifications" which is incorporated and made part of this contract as **Attachment A**, together with any other specifications issued by the County in connection with this contract.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions 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. 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 non-discrimination 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 gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Contractor 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.

D. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith 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 Affirmative Action Office 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.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor or subcontractor, where applicable, 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 decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, 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.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

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

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

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

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

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

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

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

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

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

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

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

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

10. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Vendor based on the merits and abilities of Vendor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

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

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the

certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

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

13. **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.

14. **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.

15. **NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

16. **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.

17. **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.

18. **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.

19. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

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

21. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree

with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

22. **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.

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

24. **CONTRACT PARTS.** Attached hereto and incorporated herein are various appendices, schedules and attachments (collectively, "the attachments") which provide details of the contractor's obligations concerning reporting requirements, record keeping and the like. Also incorporated herein are any other specifications issued by the County in connection with this contract. If there is a conflict between any of the attachments and the specifications the specifications will control. If there is a conflict between any of the attachments or the specifications and the Contract, then this Contract will control.

THIS CONTRACT is made effective the 18th day of **January, 2012**.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT DAMMINGER, DIRECTOR

ATTEST:

PAULSBORO PRINTERS, LLC

By:
Title:

ATTACHMENT A
Program Specifications

Paulsboro Printers, LLC provides election ballot printing services for the annual School, Primary, General and all other unknown school and special elections that may be scheduled for the year – not to exceed \$397,500.00 for the year (open-ended). In accordance with Title 19 and under the direct specification of the County Clerk, they prepare ballot layout proofs for the County Clerk to approve. Upon approval, the following are printed:

- Vote by Mail ballots which include ballots for election coding and public test run, fax and email ballots.
- Provisional ballots – quantity specified by the County Clerk
- Emergency ballots – one lot per machine, per district and per party for Primary election
- Official ballot faces, back up ballot faces (includes set-up sheets for election programming)
- Sample ballots which includes ballots for the polling locations and ballots to post to the website
- Preparation of text for audio for disabled voters and for Spanish Sample ballots from supplied translations

Paulsboro Printers, LLC is also on standby on Election Day for any emergency situation that may arise, such as the need to print additional provisional ballots.

F2

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH TTMS, INC. (THE TOTAL MAILING SYSTEM) FOR SERVICES IN THE MAILING OF SAMPLE BALLOTS FOR THE PRIMARY, GENERAL, SPECIAL AND ALL SCHOOL BOARD ELECTIONS FOR THE MINIMUM CONTRACT AMOUNT OF ZERO AND THE MAXIMUM CONTRACT AMOUNT OF \$38,000.00 FOR THE PERIOD COMMENCING JANUARY 1, 2012 AND CONCLUDING DECEMBER 31, 2012

WHEREAS, the County of Gloucester has determined that there is a need for services in the mailing of sample ballots for the Primary, General, special and all school board elections for the year 2012; and

WHEREAS, the Clerk of Gloucester County recommends that said services be provided by The Total Mailing System, Inc. (TTMS), of 551 Mid-Atlantic Parkway, Paulsboro, New Jersey 08066; and

WHEREAS, the contract shall be for estimated units of service, with a unit price \$0.0395 per piece for mailing, and the price of \$0.008 per wafer seal if required, with an estimated quantity of service and a minimum contract amount of Zero and a maximum contract amount of \$38,000.00; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time as this is an open-ended contract and prior to any services rendered pursuant to the within contract, a Certificate of Availability must be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular service, identifying the line item from the County Budget out of which said funds will be paid; and

WHEREAS, the first three months of this contract are subject to the certification of the availability of funds for one-quarter of said contract amount upon the adoption of the 2012 Gloucester County temporary budget. The continuation of the contract beyond the first three (3) months of 2012 is conditioned upon the approval of the 2012 Gloucester County budget; and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

WHEREAS, the service to be performed as to this Contract are relative to election expenses and therefore is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1).

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board be and are hereby authorized to execute the contract between the County of Gloucester and The Total Mailing System (TTMS) for the provision of services in the mailing of sample ballots for the Primary, General, Special, and all School Board Elections, for a minimum contract amount of Zero and a maximum contract amount of \$38,000.00, for the period commencing January 1, 2012 and concluding December 31, 2012.

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

BE IT FURTHER RESOLVED that continuation of this contract beyond the first three (3) months of 2012 is conditioned upon the approval of the 2012 Gloucester County budget.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, January 18, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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**CONTRACT BETWEEN
TTMS, INC. (THE TOTAL MAILING SYSTEM)
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 18th day of **January 2012**, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **TTMS, Inc. (The Total Mailing System)**, of 551 Mid-Atlantic Parkway, Paulsboro, New Jersey 08066, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need for the County to contract for services pertaining to the mailing of sample ballots for all Gloucester County 2012 Primary, General, Special and School Board Elections; and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it will not make a disqualifying contribution during the term of the contract; and

WHEREAS, the services to be performed as to this contract are relative to election expenses and therefore is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1); and

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

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

TERMS OF AGREEMENT

1. TERM. This Contract shall be effective for the period commencing January 1, 2012 and concluding December 31, 2012.

2. COMPENSATION. Contract shall be for estimated units of service, with a unit price of \$0.0395 per piece of mailing, and the price of \$0.008 per wafer seal if required, for a minimum contract amount of Zero and a maximum contract amount of \$38,000.00.

This Contract is therefore open ended, which does not obligate the County to make any purchase whatsoever. The first three months of this contract are subject to certification of the availability of funds for one-quarter of said contract amount upon the adoption of the 2012 Gloucester County temporary budget. The continuation of the contract beyond the first three (3) months is conditioned upon the approval of the 2012 Gloucester County budget; and County

shall not be required to purchase any minimum amounts of services.

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in "Program Specifications" which is incorporated and made part of this contract as Attachment A, together with any other specifications issued by the County in connection with this contract. Expenditures shall conform to the Budget Justification described in Attachment A or such budget revisions submitted by the Contractor to and authorized in writing by the Department.

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 bid documents and/or in the request for proposals, if any, as the case may be.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the parties agree as follows, where applicable:

A. Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions 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. 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 non-discrimination 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 gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or

atypical hereditary cellular or blood trait.

C. The Contractor 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.

D. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith 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 Affirmative Action Office 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.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor or subcontractor, where applicable, 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 decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, 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.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative

Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

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

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

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

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

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

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written

notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

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

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

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

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

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

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

10. POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION. This contract has been awarded to Vendor based on the merits and abilities of Vendor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

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

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

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

13. 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.

14. 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.

15. **NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

16. **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.

17. **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.

18. **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.

19. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

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

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

22. **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.

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

24. **CONTRACT PARTS.** Attached hereto and incorporated herein are various appendices, schedules and attachments (collectively, "the attachments") which provide details of the contractor's obligations concerning reporting requirements, record keeping and the like. Also incorporated herein are any other specifications issued by the County in connection with this contract. If there is a conflict between any of the attachments and the specifications the specifications will control. If there is a conflict between any of the attachments or the specifications and the Contract, then this Contract will control.

THIS CONTRACT is made effective the 18th day of January, 2012.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT DAMMINGER, DIRECTOR

ATTEST:

TTMS, INC.

By:
Title:

ATTACHMENT A
Program Specifications

SERVICE DESCRIPTION AND UNITS OF SERVICE:

- A. Contractor will provide mailing services for the period January 1, 2012 through December 31, 2012 in the mailing of sample ballots for all Gloucester County Primary, General, Special and School Board Elections.

- B. Prices shall be in accordance with the proposal of TTMS which sets out a cost of \$0.0395 per piece for mailing, and \$0.008 per wafer seal (tab) if required to be affixed, for a minimum contract amount of Zero and a maximum contract amount of \$38,000.00. At the request of the United States Post Office we are putting two wafers on each piece.

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RESOLUTION AUTHORIZING A CONTRACT WITH JDJ PETS D/B/A PETS PLUS FOR THE SUPPLY AND DELIVERY OF BULK ANIMAL FOOD AND CAT LITTER TO THE GLOUCESTER COUNTY ANIMAL SHELTER FROM JANUARY 1, 2012 TO DECEMBER 31, 2012 FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$24,000.00 WITH THE COUNTY HAVING THE OPTION TO EXTEND THE CONTRACT FOR ONE (1) TWO (2) YEAR PERIOD OR TWO (2) ONE (1) YEAR PERIODS

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for the supply and delivery of bulk pet food and cat litter for the Gloucester County Animal Shelter per specifications in PD-011-062; and

WHEREAS, after following proper public bidding procedure, it was determined that JDJ Pets DBA Pets Plus, with offices at 13 Hogate Court, Clayton, NJ 08312 was the lowest responsive and responsible bidder to perform said services, for a minimum contract amount of zero and a maximum contract amount of \$24,000.00 for the contract period of January 1, 2012 through December 31, 2012 with the County having the option to extend the contract for one (1) two (2) year term or two (2) one (1) year terms as described in the bid specifications PD 011-062; and

WHEREAS, the contract shall be for the purchase of an estimated quantity of products, for a minimum contract amount of Zero and a maximum annual contract amount of \$24,000.00. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and therefore, no Certificate of Availability of Funds is required at this time. Continuation of the contract beyond December 31, 2012 is conditioned upon the approval of the 2013 Gloucester County Budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the contract for the supply and delivery of bulk pet food and cat litter is awarded to the JDJ Pets D/B/A Pets Plus for the period beginning January 1, 2012 and concluding December 31, 2012, for a minimum contract amount of Zero and a maximum contract amount of \$24,000, with the County having the option to extend the contract for one (1) two (2) year period or two (2) one (1) year periods; and

BE IT FURTHER RESOLVED before any purchase be made pursuant to the within award, a certification must be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient funds are available at that time for that particular 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, and State of New Jersey held on Wednesday, January 18, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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**CONTRACT BETWEEN
JDJ PETS DBA PETS PLUS
AND**

THE COUNTY OF GLOUCESTER

THIS CONTRACT is made effective the 1st day of **January, 2012**, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, (hereinafter referred to as "County"), and **JDJ Pets DBA Pets Plus** of 13 Hogate Court, Clayton, NJ, John Mezzatesta, President/Owner, (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for the supply and delivery of pet food and cat liter for the Gloucester County Animal Shelter as set forth in PD-11-062; and

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

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

TERMS OF AGREEMENT

1. **TERMS**. This Contract shall be for the period of one year from the date of the award of the contract, with the County having the option to extend the contract for one (1) two (2) year term or two (2) one (1) year terms.
2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD 011-062, with a minimum contract amount of zero and maximum contract amount of \$24,000.00.

It is agreed and understood that this is an open-ended contract; therefore there is no obligation on the part of the County to make any purchase whatsoever. Continuation of the contract after December 31, 2012 is specifically conditioned upon approval of the 2013 Gloucester County Budget.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. 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. After approval by 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 shall be as set forth in the specifications identified as PD-011-062, which is incorporated herein and made a part hereof by reference. Should a conflict occur between this form of contract and the bid documents, the bid documents shall prevail.

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

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions 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. 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 non-discrimination 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 gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Contractor 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.

D. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith 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 Affirmative Action Office 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.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor or subcontractor, where applicable, 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 decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, 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.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years

after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications PD 11-062, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate

and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

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

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

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

14. **NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

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

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

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

18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

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

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

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

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD 011-062, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is dated this 1st day of January, 2012

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT DAMMINGER, DIRECTOR

ATTEST:

JDJ PETS DBA PETS PLUS

By:
Title:

<p>PD-11-082 BID OPENING 1/15/11 10am SUPPLYING AND DELIVERY OF BULK FOOD AND CAT LITTER FOR THE GLOUCESTER COUNTY ANIMAL SHELTER CLAYTON, NJ 08312</p>		<p>Vendor: Zeigler's Distributor INC. 27 Lebanon Valley Parkway Lebanon, PA 17042 Eric Zeigler Treas. 717 675-2210 717 675-2217 Fax</p>	<p>Vendor: JDJ Pets - DBA Pets Plus 13 Hogate Curt Clayton, NJ 08312 John Mezzatesta, President/Owner 609-625-7319 Phone 609-625-0249 Fax</p>
<p>DESCRIPTION</p>	<p>ITEM</p>	<p>PRICE/PAC</p>	<p>IAMS</p>
<p>1 DRY DOG FOOD</p>	<p>1 MIMICHUNKS</p>	<p>\$0.69 PER LB.</p>	<p>\$0.85 PER LB.</p>
<p>PUPPY FOOD</p>		<p>\$0.74 PER LB.</p>	<p>\$0.85 PER LB.</p>
<p>ADULT CAT FOOD</p>		<p>\$1.03 PER LB.</p>	<p>\$1.40 PER LB.</p>
<p>KITTEN FOOD</p>		<p>\$1.33 PER LB.</p>	<p>\$1.40 PER LB.</p>
<p>CANNED DOG FOOD</p>		<p>NEURO MAX</p>	<p>IAMS</p>
<p>BEEF 10 CASES PER YEAR (12 CANS PER CS)</p>		<p>\$11.00 PER CS</p>	<p>\$12.50 PER CS</p>
<p>CHICKEN 10 CASES PER YEAR (12 CANS PER CS)</p>		<p>\$11.00 PER CS</p>	<p>\$12.50 PER CS</p>
<p>CANNED CAT FOOD</p>		<p>NEURO MAX</p>	<p>IAMS</p>
<p>KITTEN FOOD CHICKEN 150CS PER YEAR (24 CANS/CS)</p>		<p>\$15.70 PER CASE</p>	<p>\$15.00 PER CS</p>
<p>ADULT CAT CHICKEN 100CS PER YEAR (24 CANS/CS)</p>		<p>\$15.70 PER CASE</p>	<p>\$15.00 PER CS</p>
<p>ADULT CAT TUNA 100CS PER YEAR (24 CANS/CS)</p>		<p>\$15.70 PER CASE</p>	<p>\$15.00 PER CS</p>
<p>CAT LITTER 30% DUST FREE (50LB) BAGS</p>		<p>\$6.90 PER BAG</p>	<p>\$7.50 PER BAG</p>
<p>BRAND OFFERED:</p>	<p>NEURO MAX SCAMP CAT LITTER</p>	<p>PRO PAC IAMS GRAVY TRAIN, 9 LIVES & CHICKEN SOUP SCAMP CAT LITTER (50LB) PESTELL (40LB)</p>	
<p>Variations: (if any)</p>	<p>NONE</p>	<p>PRO PAC DOES NOT MAKE CANNED DOG OR CAT FOOD</p>	<p>NO ANSWER</p>
<p>Will you extend your prices to local government entities within the County</p>	<p>YES</p>		
<p>This is a (1) one year contract with two (2) 1 year extensions.</p>			
<p>Bid specifications sent to:</p>			
<p>Based upon the bids received, I recommend Pets Plus be awarded the contract, as the lowest responsive, responsible bidder.</p>			
			<p>Sincerely,</p>
			<p>Peter Mercanti Purchasing Director</p>