

MINUTES

**326th ANNUAL REORGANIZATION MEETING
FRIDAY, JANUARY 6, 2012**

Call to order at 6:00 p.m. by Robert N. DiLella, Clerk of the Board of Chosen Freeholders. Resolution setting date, time and place for Annual Reorganization meeting is read.

Invocation by Reverend Charles Harvey Jr.

Presentation of the Colors by Semper Fidelis Detachment of the Marine Corps League.

Pledge of Allegiance, led by the Clerk of the Board.

National Anthem, sung by Michael Jones.

Clerk of the Board, Robert N. DiLella, reads a letter certifying the election of Adam Taliaferro, Heather Simmons, and Lyman Barnes to the Board of Chosen Freeholders of the County of Gloucester.

Introduction, by the Clerk of the Board, of newly elected Freeholder Heather Simmons escorted by her husband Jeff Silvestri, and their children MacKenzie and Anthony Silvestri; and Daniele Spence who will also hold the Bible.

Introduction of the Honorable Leo McCabe, Mayor of the Borough of Glassboro, for the swearing-in ceremony of Freeholder-elect Simmons.

Swearing-in of Freeholder-elect Simmons.

Introduction, by the Clerk of the Board, of newly elected Freeholder Lyman Barnes escorted by his wife Mary Beth and their children Hillery, Matthew and Brendan who will also hold the Bible.

Introduction of the Honorable Stephen M. Sweeney, New Jersey State Senate President, for the swearing-in ceremony of Freeholder-elect Barnes.

Swearing-in of Freeholder-elect Barnes.

Introduction, by the Clerk of the Board, of newly elected Freeholder Adam Taliaferro escorted by his parents Andre and Addie and brother Alex; and his wife Erin who will also hold the Bible.

Introduction of Honorable Stephen M. Sweeney, New Jersey State Senate President, for the swearing-in ceremony of Freeholder-elect Taliaferro.

Swearing-in of Freeholder-elect Taliaferro.

ROLL CALL OF THE 2012 BOARD OF FREEHOLDERS

	Present	Absent
Nestore	X	
Wallace	X	
Chila	X	
Simmons	X	
Barnes	X	
Taliaferro	X	
Damminger	X	

Also in attendance: Administrator Bruner, Deputy Administrator White, Clerk of the Board DiLella, Chief Counsel Lyons

Nomination, election and swearing-in of Director of the Board of Chosen Freeholders for the year 2012. Swearing-in of the Freeholder Director, the oath of office to be administered by Honorable Stephen M. Sweeney, New Jersey State Senate President.

Robert M. Damminger as Director

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger					X

Comments: N/A

Nomination of Deputy Director of the Board of Chosen Freeholders for the year 2012.

Swearing-in of the Deputy Director, the oath of office to be administered by Honorable Stephen M. Sweeney, New Jersey State Senate President.

Giuseppe (Joe) Chila as Deputy Director

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila					X
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

Annual Address by the Director of the Board of Chosen Freeholders.

Introduction of Honored Guests.

Comments by Freeholders.

1. A RESOLUTION adopting the Rules of the Board of Chosen Freeholders of the County of Gloucester for the year 2012.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace				X	
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

2. A RESOLUTION adopting Freeholder assignments for the Board of Chosen Freeholders of the County of Gloucester for the year 2012.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

3. **A RESOLUTION adopting a temporary budget for the year 2012.** This resolution is mandated by N.J.S.A. 40A:4-49 to fund the first quarter of 2012 until the 2012 County Budget is adopted.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes					X
Taliaferro			X		
Damminger			X		

Comments: N/A

4. **A RESOLUTION approving emergency temporary appropriations.** This is authorized by N.J.S.A. 40A:4-20. This resolution is needed to fund programs in the first quarter of 2012 in excess of the normal 25% limit. Most of the costs involved are grants for which we receive 100% authorization in the beginning of the year and it is impractical to only approve a portion of the grant. This is a normal yearly occurrence.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes					X
Taliaferro			X		
Damminger			X		

Comments: N/A

5. **A RESOLUTION adopting a schedule of regular meetings of the Board of Chosen Freeholders for the year 2012.** This is to comply with the notice provisions set forth in N.J.S.A. 10:4-9(a).

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

6. **A RESOLUTION fixing a fee to be paid by members of the public for receiving personal notice of meetings pursuant to the Open Public Meetings Act.** Any person may request that a public body mail to him copies of any regular meeting schedule upon prepayment by such person of a reasonable sum, if any has been fixed by resolution of the public body to cover the costs of providing such notice.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

7. **A RESOLUTION authorizing Cash Management Plan for the County of Gloucester pursuant to N.J.S.A. 40A:5-14, et seq.** NJSA 40:5-14 requires every local unit to adopt a cash management plan by majority vote annually. The Chief financial Officer of the unit is charged with administering the plan

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

8. **A RESOLUTION authorizing a contract with Nick L. Petroni, CPA, RMA, T/A Petroni & Associates, for professional accounting services from July 1, 2012 to June 30, 2013, which contract shall be open ended with a minimum contract amount of zero and a maximum contract amount of \$110,500.**

	Motion	Second	Yes	No	Abstain
Nestore				X	
Wallace				X	
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

9. **A RESOLUTION authorizing a contract with Parker McCay, P.A., for professional bond counsel legal services and other legal services of a specialized nature from January 1, 2012 to December 31, 2012, which contract shall be open ended with a minimum contract amount of zero and a maximum contract amount of \$200,000.**

	Motion	Second	Yes	No	Abstain
Nestore					
Wallace					
Chila	X				
Simmons		X			
Barnes					
Taliaferro					
Damminger					

Comments: Freeholder Wallace made a motion recommending Capehart and Scatchard over Parker McCay

MOTION MADE TO AMEND SUBSTITUTING CAPEHART AND SCATCHARD IN LIEU OF PARKER McCAY

	Motion	Second	Yes	No	Abstain
Nestore		X	X		
Wallace	X		X		
Chila				X	
Simmons				X	
Barnes				X	
Taliaferro				X	
Damminger				X	

MOTION WAS MADE TO THE PREVIOUS QUESTION

	Motion	Second	Yes	No	Abstain
Nestore				X	
Wallace				X	
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

10. **A RESOLUTION authorizing a contract with Brown & Connery, LLP, for professional labor attorney legal services and other legal services of a specialized nature from January 1, 2012 to December 31, 2012, which contract shall be open ended with a minimum contract amount of zero and a maximum contract amount of \$160,000.**

	Motion	Second	Yes	No	Abstain
Nestore					
Wallace					
Chila	X				
Simmons		X			
Barnes					
Taliaferro					
Damminger					

Comments: Freeholder Wallace made a motion to amend substituting Capehart and Scatchard in lieu of Brown and Connery.

MOTION MADE TO AMEND SUBSTITUTING CAPEHART AND SCATCHARD IN LIEU OF BROWN AND CONNERY

	Motion	Second	Yes	No	Abstain
Nestore		X	X		
Wallace	X		X		
Chila				X	
Simmons				X	
Barnes				X	
Taliaferro				X	
Damminger				X	

MOTION WAS MADE TO THE PREVIOUS QUESTION

	Motion	Second	Yes	No	Abstain
Nestore				X	
Wallace				X	
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

11. **A RESOLUTION authorizing a contract with Phoenix Advisors, LLC, for professional financial advisor services from January 1, 2012 to December 31, 2012, which contract shall be open ended with a minimum contract amount of zero and a maximum contract amount of \$50,000.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

12. **A RESOLUTION authorizing of a contract with John Eastlack, Esquire for the provision of a County Hearing Officer and other legal services of a specialized nature from January 1, 2012 to December 31, 2012, which contract shall be open ended with a minimum contract amount of zero and a maximum contract amount of \$15,000.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: Freeholder Nestore mentioned that Mr. Eastlack's address was wrong in the contract.

13. **A RESOLUTION appointing a Fire Marshall for the County of Gloucester. EDWARD JOHNSON**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

14. **A RESOLUTION establishing the official newspapers for the County of Gloucester for the year 2012. THE GLOUCESTER COUNTY TIMES AND THE COURIER POST.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

15. A RESOLUTION appointing members, a Chairman and a Secretary for the Gloucester County Construction Board of Appeals. **WILLIAM KREBS, ALTERNATE MEMBER; ROBERT DEANGELO, CHAIRMAN AND JEANNE GIAMPOLA, SECRETARY.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes					X
Taliaferro			X		
Damminger			X		

Comments: N/A

16. A RESOLUTION appointing a member to the Gloucester County Industrial Pollution Control Finance Authority. **RUSSELL WELSH.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes					X
Taliaferro			X		
Damminger			X		

Comments: N/A

17. A RESOLUTION appointing individuals to the Gloucester County Commission for Women. **ANA RIVERA, EILEEN BARNES, AND RENA MORROW**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

18. A RESOLUTION appointing members to the Local Advisory Committee on Alcohol and Drug Abuse. **GAIL SLIMM, NORMA RYLEY, KATHLEEN FOSTER, JOYCE BROWN, ANNETTE DIBARTOLOMEO, CLYDE EUGENE ISNER, PROSECUTOR'S OFFICE REPRESENTATIVE, DENISE WELSH, LOUISE HABICHT, LINDA TRAMO, AND SUPERINTENDENT OF SCHOOLS REPRESENTATIVE.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

19. A RESOLUTION appointing members to the Parks and Recreation Advisory Council. **ROBERT CURTIS, THOMAS BIANCO, PHILIP TARTAGLIONE, COLLEEN ARCHER, JOHN MARGIE, JOHN DARAKLIS, GEORGE STRACHAN, STEPHEN DOUGHERTY, CHARLES SIMON AND RACHEL GREEN.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

20. A RESOLUTION appointing members to the Gloucester County Police Academy Advisory Board. **J. THOMAS BUTTS, ROBERT J. ONLY, STEVEN PFEIFFER, COUNTY PROSECUTOR, POLICE CHIEF'S ASSOCIATION REPRESENTATIVES (2), COUNTY SHERIFF, GLOUCESTER COUNTY COLLEGE REPRESENTATIVE, AND FREEHOLDER REPRESENTATIVE (2).**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

21. A RESOLUTION appointing members to the Gloucester County Youth Services Commission/Juvenile Crime Enforcement Coalition. SHERIFF'S OFFICER, WIA REPRESENTATIVE, JIC LIAISON, SUE BERGMANN, COUNTY REPRESENTATIVE, SUSAN BUCHWALD, PROSECUTOR REPRESENTATIVE, HUMAN SERVICES DIRECTOR, SUPERINTENDENT OF SCHOOLS REPRESENTATIVE, JASON CORTER, PROSECUTOR, SONIA DECENCIO, MIKE DINDAK, SHIRLEY DOUGLAS, JANINE FAULKNER, WANDA FOGLIA, PRESTON FORCHION, REV. DR. A.B. FRAZIER, GLORIA GOODE, DEATRI JOHNSON, JUDY HADNETT JOHNSON, SAMMUEL LINDSAY, DIANE MACRIS, JUDGE COLLEEN MAIER, ROBERT MILES, FREEHOLDER LIAISON, KEN RIDINGER, JUDITH RIVERA, JENNIFER RODRIGUEZ, JAMES SAMPSON, DR. FRANK SCAMBIA, JUDITH SECCHUITTI, COUNTY MENTAL HEALTH ADMINISTRATOR, NICOLE STEMBERGER, LINDA STRIETER, DR. CAROLE ANN SUBOTICH, JONI WHELAN, DONNA WATERS, MICK WILER, AND P. JEFFREY WINTNER.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

22. A RESOLUTION appointing members to the Local Citizens Advisory Board of Transportation. DENNIS LEDGER, ANNETTE DIBARTOLOMEO, ROBERT DAZLICH, ANNA MARIE GONNELLA, INEZ NELSON, DALE BENESH, ELAINE VETS, RONALD BOWERS, AND DENNIS COOK.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

23. A RESOLUTION appointing members to the Gloucester County Library Commission. DAVID FLAHERTY, AND GERALD MICHAEL.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

24. A RESOLUTION appointing members to the Senior Services Advisory Board. JACKIE DEFRANK, LIN TENAGLIA, SANDRA VON MOLTKE, CLAIRE MYERS, CHESTER RANDALL, RHONDA LYNNE MEEKINS, CONSTANCE FENTRESS, MARIA DUNHAM, MARGARET MENDOZA, ELIZABETH MCCULLOUGH, JOYCE NUNEVILLER, AND JANICE HILL.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

25. A RESOLUTION appointing members to the Gloucester County Utilities Authority.

GEORGE REITZ .

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

26. A RESOLUTION appointing members to the Human Relations Commission for Gloucester County. **WARDEN, BARBARA CARTER, ISABELITA ABELE, JACQUELINE CABAN, TAWFIQ BARQAWI, MARY BROWN, RABBI AVI RICHLER, FREEHOLDER LIAISON, MIKE BURKE, MARJORIE GLICK, REV. A.B. FRAZIER, W. LARRY COOPER, BARBARA PORDY, SHARADORA LESLIE SISCO, RAFAEL MUNIZ, KEN RIDINGER, COUNTY SUPERINTENDENT OF SCHOOLS REPRESENTATIVE, DIRECTOR OF DIVISION OF SOCIAL SERVICES, DIRECTOR OF HUMAN SERVICES, GCIT SUPERINTENDENT, PRESIDENT OF THE MAYOR'S ASSOCIATION, PRESIDENT OF ROWAN UNIVERSITY, COUNTY PROSECUTOR, GCC PRESIDENT, SPECIAL SERVICES SCHOOL DISTRICT SUPERINTENDENT, AND PRESIDENT OF THE POLICE CHIEF'S ASSOCIATION.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

27. A RESOLUTION appointing members to the Solid Waste Advisory Council. **FREEHOLDER LIAISON, JAMES MCALL, RICHARD POOL, DALE MILLER, RICK WESTERGAARD, JAMES F. MESSNER, GREGORY SAWYER, DON SCHNEIDER, DAN REED, SCOTT NORCROSS, KEN ATKINSON, GERALD MICHAEL AND ERIC AGREN**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

28. A RESOLUTION appointing members to the Tri-County Water Quality Control Board. **LEO MCCABE, DONALD FANSLAU, AND FREEHOLDER LIAISON.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

29. A RESOLUTION appointing members to the College Board of Trustees Search Committee. **SCOTT KINTZING, VINCENT TARANTINO, PHILLIP TARTAGLIONE, DR. GERALDINE MARTIN, AND VICKI MCCALL.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

30. A RESOLUTION appointing members to the Pitman Golf Course Advisory Committee.
CHARLES ROSE, SAMUEL LEONE, DAVID YARNELL, LISA CERNY, GEORGE HUBBS, MARGARET BONNER, LOU DEECK, ADAM REID, CARMEN MALIGNAGGI AND NICHOLAS BERCUTE.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

31. A RESOLUTION appointing members to the School Safety & Youth Violence Committee.
WARREN WALLACE, COUNTY PROSECUTOR, J. THOMAS BUTTS, JANET FIOLA, ANTHONY WILCOX, WENDY CAREY M.ED., SUPERINTENDENT OF SCHOOLS REPRESENTATIVE, FRANK SMITH, DR. KATHLEEN SPINOSI, LYNN MCCLINTOCK, DR. WILLIAM LEONARD, MICHAEL DICKEN, ANTHONY SCIRROTTO, LT. FRANKLIN BROWN, SAM AMICO, DEON HENRY, AND FREEHOLDER JOE CHILA.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

32. A RESOLUTION appointing members to the Workforce Investment Board.
MICHAEL DARIANO, BRIDGET SATCHELL, JENNIFER L. MAURO, GCC PRESIDENT, SUSAN PERRON, JOHN BONDI, SAM FERRAINO, ANTHONY DIFABIO, RONALD JONES, DR. WILLIAM KING, SUPERINTENDENT OF SCHOOLS, BRUCE GAUNT, HOWARD CLARK, ANDREW DINARDO, SHELIA ELLINGTON, HUNTER KINTZING

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

33. A RESOLUTION appointing Gloucester County members to the New Jersey Association of Counties. **FREEHOLDER HEATHER SIMMONS, FREEHOLDER JOE CHILA, 1ST ALT. AND FREEHOLDER ADAM TALIAFERRO, 2ND ALT.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

34. A RESOLUTION appointing a member to the Gloucester County Improvement Authority.
FRANK CALIGURI

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes					X
Taliaferro			X		
Damminger			X		

Comments: N/A

35. A RESOLUTION appointing persons to the Animal Shelter Advisory Committee. **JUDITH HIBBS, DEBORAH SPASARI, DARLENE VONDRAN AND FREEHOLDER TALIAFERRO.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

36. A RESOLUTION appointing members to the Gloucester County Department of Correctional Services Advisory Council. **FREEHOLDER DIRECTOR, COUNTY PROSECUTOR, FREEHOLDER LIAISON, COUNTY WARDEN, COUNTY MENTAL HEALTH ADMINISTRATOR, UNDERWOOD MEMORIAL HOSPITAL REPRESENTATIVE, COUNTY POLICE CHIEF'S ASSOCIATION, COUNTY ADMINISTRATOR, DEPUTY COUNTY ADMINISTRATOR, COUNTY PUBLIC RELATIONS OFFICER, FOP LODGE #97 REPRESENTATIVE, REV. DR. WILLIAM KING, AND RALPH D. GRAVES, JR.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

37. A RESOLUTION appointing members to the Advisory Board for the County Veteran's Cemetery. **JOHN PETROSKI, DUANE SARMIENTO, ROBERT JONAS, FREEHOLDER GIUSEPPE (JOE) CHILA AND FREEHOLDER ADAM TALIAFERRO.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

38. A RESOLUTION appointing members to the Gloucester County Planning Board. **ROBERT MCERLANE AND JAMES FISLER.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

39. A RESOLUTION appointing members to the Tolerance Project. **JACQUELINE CABAN, STEPHEN BAJEWICZ, RACHEL GREEN, LARAE CARTER, EVANGELINE BANKS, DEATRI JOHNSON AND MELVIN ALLEN.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

40. A RESOLUTION appointing members to the Voting Accessibility Advisory Committee. SUPERINTENDENT OF ELECTIONS; MARK HARRIS, BOARD OF ELECTIONS; CHRIS POWELL, BOARD OF ELECTIONS; BERNADETTE FORWARD, BOARD OF ELECTIONS; LYNN MCCLINTOCK, PUBLIC MEMBER; SHAWN MENZIES, PUBLIC MEMBERS; RONALD JONES, MEMBER DISABLED COMMUNITY; LEONA MATHER, ADA TRAINED MEMBER; JOE CHILA, GOVERNING BODY MEMBER; AND CHAD BRUNER, PUBLIC MEMBER.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

41. A RESOLUTION appointing members to the Gloucester County Mental Health Board. LISA CERNY, BARBARA FLOWERS, DR. WILLIAM KING, WILLIAM LEONARD, CAROL KEEHNEL-HAMMELL, AND DEB EHELEBE.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

42. A RESOLUTION appointing members to the Tri-County Differential Response Oversight Committee. COUNTY HUMAN SERVICES DIRECTOR, COUNTY HSAC CHAIRPERSON, DIRECTOR OF SOCIAL SERVICES, MENTAL HEALTH ADMINISTRATOR, SUPERINTENDENT OF SCHOOLS REPRESENTATIVE, DHS REPRESENTATIVE, JERRY CAMPBELL, DHS REPRESENTATIVE, KATHRYN WAY AND DIVISION OF WORKFORCE DEVELOPMENT REPRESENTATIVE.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

43. A RESOLUTION appointing members to the County Interagency Coordinating Council for Children. MARGUERITE HOWARD, MARGARET KROGER, CHARLES GOLDSTEIN, LISA HAYA, ROBERT MARTS, JOHN ZUKAUSKAS, SUSAN BUCHWALD, BEVERLY LYNCH, CHAPMAN VAIL, TRACY FOY, LISA CERNY, RICK GAYDOS, NANCY CHARD-JONES, AND MICHAEL DINDAK.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

44. A RESOLUTION appointing representatives to the Delaware Valley Regional Planning Commission. RICHARD WESTERGAARD AND FREEHOLDER CHILA, 1ST ALT.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

45. A RESOLUTION appointing members to the Emergency Management Council. EMERGENCY MANAGEMENT COORDINATOR, HEALTH DEPARTMENT, PUBLIC WORKS DEPARTMENT, PUBLIC INFORMATION OFFICER, ECONOMIC DEVELOPMENT DIRECTOR, CBRNE TEAM, DIVISION OF SOCIAL SERVICES, SHERIFF, COUNTY FIRE MARSHALL, RED CROSS DIRECTOR, DEPUTY EMERGENCY MANAGEMENT COORDINATOR, DIVISION OF SPECIAL TRANSPORTATION, COUNTY MEDICAL EXAMINER, COUNTY EMS CHIEF, COUNTY PROSECUTOR, FREEHOLDER LIAISON, HAZ MAT MITIGATION OFFICER, COUNTY MENTAL HEALTH ADMINISTRATOR, JOHN MOLNER, PAT ROBINSON, CHARLES JONES AND EDWARD KOVALEVICH.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46. A RESOLUTION appointing members to the Human Services Advisory Council. WIB DIRECTOR, ANA RIVERA, DIVISION OF SOCIAL SERVICES DIRECTOR, JOHN ZUKAUSKAS, KATHRYN WAY, KIM PINTO, AND CHARLES GOLDSTEIN

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

47. A RESOLUTION designating County Purchasing Agent Peter Mercanti as Gloucester County's Public Agency Compliance Officer as required by the New Jersey Administrative code 17:27-3.2 for calendar year 2012. A resolution designating County Purchasing Agent Peter Mercanti as Gloucester County's Public Agency Compliance Officer (hereinafter "PACO") as required by the New Jersey Administrative Code 17:27-3.2 for calendar year 2012. The PACO shall specifically perform the duties prescribed in New Jersey's affirmative action rules and ensuring the County's compliance with these rules. The PACO also performs any other liaison and assistance functions as may be requested by the New Jersey Department of the Treasury, Division of Contract Compliance

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

~APPOINTMENTS FOR VARIOUS POSITIONS IN 2012~

APPOINTMENT of Freeholder member to the Mental Health Board. FREEHOLDER BARNES

APPOINTMENT of Freeholder members to Board of School Estimates. DIRECTOR DAMMINGER, FREEHOLDER CHILA AND FREEHOLDER BARNES

APPOINTMENT of Freeholder liaison to the Local Citizens Advisory Board of Transportation. FREEHOLDER NESTORE

APPOINTMENT of Freeholder Liaison to the Gloucester County Chamber of Commerce. FREEHOLDER SIMMONS

APPOINTMENT of Freeholder representative to the Southern New Jersey Resource Conservation & Development Council. RICHARD WESTERGAARD

APPOINTMENT of Freeholder member to the Youth Services Commission. FREEHOLDER NESTORE

APPOINTMENT of Freeholder liaison to the Disabled Person Advisory Council. FREEHOLDER BARNES

APPOINTMENT of Freeholder liaison to the Agriculture Development Board. FREEHOLDER TALIAFERRO

APPOINTMENT of Freeholder liaison to the Human Services Advisory Council. FREEHOLDER NESTORE

APPOINTMENT of Freeholder liaison to the Commission for Women. FREEHOLDER LARRY WALLACE

APPOINTMENT of Freeholder liaison to the Housing Authority. FREEHOLDER SIMMONS

APPOINTMENT of Freeholder liaison to the Utilities Authority. FREEHOLDER TALIAFERRO

APPOINTMENT of Freeholder liaison to the Improvement Authority. DIRECTOR DAMMINGER

APPOINTMENT of Freeholder liaison to the Human Relations Commission. FREEHOLDER LARRY WALLACE

APPOINTMENT of Freeholder representative to Main Street Woodbury. LISA MORINA

BENEDICTION by Reverend Charles Harvey Jr.

ADJOURNMENT 7:40PM

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

MINUTES

7:30 p.m. Wednesday, January 18, 2012

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Nestore	X	
Wallace	X	
Chila	X	
Simmons	X	
Barnes	X	
Taliaferro	X	
Damminger	X	

Also in attendance: Administrator Bruner, Deputy Administrator White, Clerk of the Board DiLella, Chief Counsel Lyons

Changes to the Agenda

Approval of the regular minutes from December 7, 2011, December 21, 2011, and the closed session minutes from November 22, 2011, December 7, 2011, and December 21, 2011

	Motion	Second	Yes	No	Abstain
Nestore		X	X		
Wallace			X		
Chila	X		X		
Simmons			X		
Barnes					X
Taliaferro					X
Damminger			X		

Comments: N/A

46309 Proclamation recognizing the Glassboro High School Bulldogs Football Team for its accomplishments during the 2011 Season. (To be presented at the meeting) (Simmons)

46310 INTRODUCTION OF A BOND ORDINANCE OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, AUTHORIZING THE GUARANTY BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE COUNTY GUARANTEED SOLID WASTE REVENUE BONDS (LANDFILL PROJECT, SERIES 2012), TO BE ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$5,750,000.00; AND DETERMINING CERTAIN MATTERS IN CONNECTION THEREWITH. The 2012 Bonds are being issued to finance the acquisition, design, construction and equipping of new Cell 11B at the GC Solid Waste Complex. This will increase waste disposal capacity, preparation, and submission of the NJDEP permit application, as well as the acquisition, design, and construction of other related capital improvements at the Complex consisting of groundwater well installation, pump house maintenance, lockout on tanker loading pump station, leachate storage tank repairs, and gas collection system improvements, among other things.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes					X
Taliaferro		X	X		
Damminger			X		

Comments: Freeholder Wallace commented that in 2008 we bonded for a new cell. He was wondering how long did it extend the landfill use. He also wanted to know how long this will extend the new cell. Administrator Bruner said he will look into it and provide all Freeholders with the information prior to the next meeting.

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

OPEN

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: Lee Lucas had a question about A-4. He asked who is paying. He also had questions about A-7 and revaluations.

CLOSE

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila	X		X		
DiMarco			X		
Simmons		X	X		
Nestore			X		
L. Wallace			X		

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
DEPUTY DIRECTOR CHILA**

46311 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF LITIGATION ENTITLED MALESSIA LACY v. GC DEPT. OF CORRECTIONAL SERVICES, ET AL., DOCKET NO. GLO-L-1142-11 IN THE AMOUNT OF \$51,500.00.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace				X	
Chila	X		X		
Simmons		X	X		
Barnes					X
Taliaferro					X
Damminger			X		

Comments: N/A

46312 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF JANUARY 2012.

	Motion	Second	Yes	No	Abstain
Nestore			X		11-11546 11-11857 11-11858
Wallace			X	P. 74 & 75	
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46313 RESOLUTION AUTHORIZING 2011 APPROPRIATION RESERVE BUDGET TRANSFERS.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46314 RESOLUTION AUTHORIZING A SPECIAL EMERGENCY APPROPRIATION PURSUANT TO N.J.S.A. 40A:4-53, ET SEQ., MADE FOR THE OFFICE OF THE ASSESSOR AND OTHER EXPENSE IN A TOTAL AMOUNT OF \$2,187,620.00.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46315 RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO PURCHASE MATERIALS, SUPPLIES AND EQUIPMENT FOR THE COUNTY OF GLOUCESTER THROUGH STATE OF NEW JERSEY CONTRACTS IN ACCORDANCE WITH N.J.S.A. 40A:11-12 FOR THE CALENDAR YEAR 2012.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: Freeholder Wallace asked if this was previously authorized or is it new. Also asked how do we know what we are buying. Administrator Bruner explained.

46316 RESOLUTION TO PURCHASE TECHNICAL SUPPORT AND MAINTENANCE FOR THE PROPRIETARY SIEMENS XLS-V FIRE ALARM SYSTEM INCLUDING THE REQUIRED ANNUAL CERTIFICATION FOR THE JUSTICE CENTER FROM SIEMENS INDUSTRY, INC., IN AN AMOUNT NOT TO EXCEED \$67,365.00 FROM JANUARY 1, 2012 TO DECEMBER 31, 2013.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46317 RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES CONTRACT WITH APPRAISAL SYSTEMS, INC., FOR THE PROVISION OF PROFESSIONAL REVALUATIONS (YEAR 2013) FOR THE BOROUGHES OF CLAYTON, PAULSBORO AND PITMAN AND THE TOWNSHIPS OF FRANKLIN, GREENWICH, LOGAN AND WOOLWICH FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE AWARD OF THE CONTRACT, WHICH CONTRACT SHALL BE OPEN-ENDED (RFP #011-058), AND SHALL HAVE A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$1,623,200.00.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace				X	
Chila	X		X		
Simmons		X	X		
Barnes					X
Taliaferro			X		
Damminger			X		

Comments: Freeholder Wallace asked if there was only one bidder on this. Administrator Bruner responded yes.

46318 RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH MUNIDEX INC., FOR A MINIMUM AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$19,621.09, FOR A TERM COMMENCING JANUARY 18, 2012 AND TERMINATING MARCH 31, 2012 FOR THE DEVELOPMENT, PRINTING AND FIRST CLASS MAILING OF PROPERTY ASSESSMENT NOTIFICATION CARDS AS REQUIRED UNDER N.J.S.A. 54:4-38.1 FOR APPROXIMATELY 41,750 PROPERTY OWNERS WITHIN GLOUCESTER COUNTY.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace				X	
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46319 RESOLUTION AUTHORIZING A DEED FROM THE COUNTY OF GLOUCESTER TO THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY ("GCIA") FOR A CERTAIN 111.40 ACRE TRACT KNOWN AS BLOCK 1401 LOT 6 IN EAST GREENWICH TWP AND AUTHORIZING A LEASE FROM THE GCIA TO THE COUNTY FOR THE OFFICE SPACE USED ON THIS TRACT BY THE COUNTY.

	Motion	Second	Yes	No	Abstain
Nestore				X	
Wallace				X	
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: Freeholder Wallace asked what are the current costs to the tax payers now. Administrator Bruner responded zero.

46320 RESOLUTION APPOINTING KATHLEEN A. LOVE-MOORE TO THE LIBRARY BOARD.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46321 RESOLUTION PLACING THE CULTURAL & HERITAGE COMMISSION UNDER THE GLOUCESTER COUNTY COLLEGE AND TRANSFERRING APPOINTMENT AUTHORITY TO THE COLLEGE BOARD OF TRUSTEES, AND AMENDING THE COUNTY RULES OF THE BOARD TO REMOVE THE JURISDICTION PROVISION OVER THE CULTURAL & HERITAGE COMMISSION.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46322 RESOLUTION TO AUTHORIZE PARTICIPATION IN THE STATE HEALTH BENEFITS PROGRAM AND/OR SCHOOL EMPLOYEES' HEALTH BENEFITS PROGRAM OF THE STATE OF NEW JERSEY.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46323 RESOLUTION TO ADOPT THE PROVISIONS OF CHAPTER 48 (N.J.S.A 52:14.17.38) UNDER WHICH A PUBLIC EMPLOYER MAY AGREE TO PAY FOR THE STATE HEALTH BENEFITS PROGRAM (SHBP) AND/OR SCHOOL EMPLOYEES' HEALTH BENEFITS PROGRAM (SEHBP) COVERAGE OF CERTAIN RETIREES.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46324 RESOLUTION ELECTING A TWO MONTH PREMIUM DELAY WITHIN THE STATE HEALTH BENEFITS PROGRAM.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46325 RESOLUTION URGING THAT THE STATE ENACT THE LAW CODIFIED BY SENATE BILL 2868 IN THE 2011 SESSION.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

**FREEHOLDER SIMMONS
FREEHOLDER BARNES**

46326 RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT #01 TO THE CONTRACT BETWEEN THE COUNTY OF GLOUCESTER AND FRENCH & PARRELLO ASSOCIATES, P.A., CONSULTING ENGINEERS, IN THE TOTAL CONTRACT AMOUNT OF \$17,000.00, RESULTING IN A NEW TOTAL CONTRACT AMOUNT OF \$124,870.00.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46327 RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT #01 TO THE CONTRACT BETWEEN THE COUNTY OF GLOUCESTER AND FEDERICI & AKIN, P.A. IN THE TOTAL CONTRACT AMOUNT OF \$60,000.00 RESULTING IN A NEW TOTAL CONTRACT AMOUNT OF \$160,000.00.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace				X	
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46328 RESOLUTION AUTHORIZING CONTRACT CLOSEOUT CHANGE ORDER, DECREASE #02-FINAL, WITH WALTERS MARINE CONSTRUCTION, INC. IN THE AMOUNT OF \$26,628.75 REGARDING COUNTY ENGINEERING PROJECT #06-17FA(2).

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46329 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER, INCREASE #02 WITH AMERICAN ASPHALT COMPANY, INC. IN THE AMOUNT OF \$37,142.41 REGARDING COUNTY ENGINEERING PROJECT # ENGR. 08-09FA.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46330 RESOLUTION AUTHORIZING A CHANGE ORDER, INCREASE #01, WITH JPC GROUP, INC. IN THE AMOUNT OF \$208,635.45 REGARDING COUNTY ENGINEERING PROJECT #11-09FA (101).

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila					X
Simmons					X
Barnes		X	X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

46331 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER, DECREASE #3-FINAL, WITH DRISCOLL CONSTRUCTION CO., INC. IN THE AMOUNT OF \$11,713.63 REGARDING COUNTY ENGINEERING PROJECT #08-05SA.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF HEALTH & EDUCATION

**FREEHOLDER BARNES
FREEHOLDER SIMMONS**

46332 RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE COUNTY OF SALEM FOR THE MAINTENANCE AND ADMINISTRATION OF A COOPERATIVE OFFICE OF COUNTY MEDICAL EXAMINER FROM JANUARY 1, 2012 TO DECEMBER 31, 2012 FOR A CONTRACT AMOUNT NOT TO EXCEED \$172,000.00 PAYABLE TO THE COUNTY OF GLOUCESTER.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons		X	X		
Barnes	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46333 RESOLUTION AUTHORIZING THE SIGNING OF A LEASE AGREEMENT WITH UNDERWOOD MEMORIAL HOSPITAL FOR THE USE OF ITS MORGUE FOR THE MEDICAL EXAMINER TO PERFORM AUTOPSIES FROM JANUARY 1, 2012 TO DECEMBER 31, 2012, FOR A MINIMUM RENTAL AMOUNT OF ZERO AND A MAXIMUM RENTAL AMOUNT OF \$41,231.00.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons		X	X		
Barnes	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46334 RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO APPLY TO THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES/DIVISION OF ADDICTION SERVICES FOR THE RENEWAL OF THE GLOUCESTER COUNTY COMPREHENSIVE ALCOHOL AND DRUG ABUSE SERVICES GRANT, FOR THE PERIOD JANUARY 1, 2012 THROUGH DECEMBER 31, 2012, IN THE TOTAL AMOUNT OF \$664,476.00.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons		X	X		
Barnes	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46335 RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO APPLY TO AND ENTER INTO AN AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES, DIVISION OF DISABILITY SERVICES FOR THE RENEWAL OF THE PERSONAL ASSISTANCE SERVICES PROGRAM GRANT FOR THE PERIOD OF JANUARY 1, 2012 THROUGH DECEMBER 31, 2012 IN THE TOTAL AMOUNT OF \$435,000.00.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons		X	X		
Barnes	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46336 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BY AND BETWEEN THE COUNTY OF GLOUCESTER AND THE COUNTY OF SALEM TO PROVIDE CERTAIN MENTAL HEALTH SERVICES FROM JANUARY 1, 2012 TO DECEMBER 31, 2012.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons		X	X		
Barnes	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46337 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY TO JOINTLY PROVIDE NECESSARY SERVICES FOR WASTE FLOW CONTROL AND RECYCLING COMPLIANCE.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons		X	X		
Barnes	X				X
Taliaferro			X		
Damminger			X		

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

**DEPUTY DIRECTOR CHILA
FREEHOLDER TALIAFERRO**

46338 RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO COOPER NOTIFICATION, INC., FOR CONTINUING SERVICES OF THE ROAM SECURE ALERT NETWORK SYSTEM (GLOUCESTER ALERT), FOR A TOTAL CONTRACT AMOUNT OF \$35,000.00, WHICH WILL BE PAID FROM THE FY11 HOMELAND SECURITY GRANT, FOR THE PERIOD BEGINNING JANUARY 1, 2012 AND ENDING DECEMBER 31, 2012.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons			X		
Barnes			X		
Taliaferro		X	X		
Damminger			X		

Comments: N/A

46339 RESOLUTION AUTHORIZING THE APPLICATION AND ACCEPTANCE OF GRANT FUNDS FOR THE FY2012 EMERGENCY MANAGEMENT AGENCY ASSISTANCE GRANT IN AN AMOUNT UP TO \$55,000.00 AND IN ADDITION TO THE ACCEPTANCE OF \$5,000.00 FOR FOUR MUNICIPALITIES TO BE DIRECTLY FUNDED BY THE STATE EMERGENCY MANAGEMENT, FOR A PERIOD BEGINNING JANUARY 1, 2012 AND TERMINATING DECEMBER 31, 2012.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons			X		
Barnes			X		
Taliaferro		X	X		
Damminger			X		

Comments: N/A

46340 RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT WITH COOPER MONUMENT COMPANY FOR AN ADDITIONAL TWO YEAR PERIOD COMMENCING FEBRUARY 2, 2012 AND CONCLUDING FEBRUARY 1, 2014 FOR THE ENGRAVING OF NICHE COVERS FOR THE GLOUCESTER COUNTY VETERANS CEMETERY.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons			X		
Barnes			X		
Taliaferro		X	X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF SOCIAL &
HUMAN SERVICES**

**FREEHOLDER NESTORE
DEPUTY DIRECTOR CHILA**

46341 RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO ENTER INTO CONTRACTS FOR HUMAN SERVICES FOR A TERM OF ONE YEAR, BEGINNING JANUARY 1, 2012 AND TERMINATING DECEMBER 31, 2012.

	Motion	Second	Yes	No	Abstain
Nestore	X		X		
Wallace			X		
Chila		X	X		
Simmons			X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46342 RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO ENTER INTO CONTRACTS FOR HUMAN SERVICES FOR A TERM OF ONE YEAR, BEGINNING JANUARY 1, 2012 AND TERMINATING DECEMBER 31, 2012, WITH THE OPTION TO EXTEND TWO (2) ONE (1) YEAR PERIODS.

	Motion	Second	Yes	No	Abstain
Nestore	X		X		
Wallace			X		
Chila		X	X		
Simmons			X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46343 RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO APPLY FOR GRANTS AND EXECUTE GRANT APPLICATIONS THROUGH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES FOR THE TITLE XX GRANT FUNDS, IN THE TOTAL AMOUNT OF \$60,733.00; THROUGH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES FOR THE FY2012 SOCIAL SERVICES HOMELESS GRANT, FOR AN AMOUNT NOT TO EXCEED \$287,766.00; THROUGH THE NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES DIVISION OF YOUTH AND FAMILY SERVICES FOR THE FY2012 HUMAN SERVICES PLANNING GRANT, FOR AN AMOUNT NOT TO EXCEED \$112,146.00.

	Motion	Second	Yes	No	Abstain
Nestore	X		X		
Wallace			X		
Chila		X	X		
Simmons			X		
Barnes			X		
Taliaferro			X		
Damminger					X

Comments: N/A

46344 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.

	Motion	Second	Yes	No	Abstain
Nestore	X		X		
Wallace			X		
Chila		X	X		
Simmons			X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF GOVERNMENT SERVICES

**FREEHOLDER WALLACE
FREEHOLDER SIMMONS**

46345 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.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace	X		X		
Chila			X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46346 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.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace	X		X		
Chila			X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF PARKS & LAND
PRESERVATION**

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

46347 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 PERIODS OR TWO (2) ONE (1) YEAR PERIOD.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons			X		
Barnes		X	X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

Old Business

New Business

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

OPEN

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Adjournment 8:34PM

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

MINUTES

7:30 p.m. Wednesday, February 1, 2012

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Nestore	X	
Wallace	X	
Chila	X	
Simmons	X	
Barnes	X	
Taliaferro	X	
Damminger	X	

Also in attendance:

Changes to the Agenda – Pull A-7

Approval of the regular minutes from December 28, 2011.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes					X
Taliaferro					X
Damminger			X		

Comments: N/A

46364 Proclamation in Honor of the Kingsway Regional High School Field Hockey Team As South Jersey Group III Champions (to be presented at meeting) (Wallace)

46365 Proclamation honoring the West Deptford HS Band for their outstanding performance this season (To be presented at the meeting) (Simmons)

46366 Proclamation to Recognize Gloucester County Fire Training Academy upon the occasion of their 50th Anniversary (previously presented) (Chila)

46367 Proclamation to Honor and Welcome home **Cpl Andrew Levin**, from his deployment in Afghanistan on Friday, January 20, 2012 (previously presented) (Chila)

46368 FINAL READING AND ADOPTION OF A BOND ORDINANCE OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, AUTHORIZING THE GUARANTY BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE COUNTY GUARANTEED SOLID WASTE REVENUE BONDS (LANDFILL PROJECT, SERIES 2012), TO BE ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$5,750,000.00; AND DETERMINING CERTAIN MATTERS IN CONNECTION THEREWITH.

OPEN

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

ADOPT

	Motion	Second	Yes	No	Abstain
Nestore				X	
Wallace				X	
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: Freeholder Wallace asked how many years is the bond? Administrator Bruner answered 15 years which was confirmed by Treasurer Schwarz and the GCIA.

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

OPEN

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
DEPUTY DIRECTOR CHILA**

46369 RESOLUTION AUTHORIZING A CLOSED SESSION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER TO DISCUSS THE STATUS OF PENDING LITIGATION CAPTIONED JABEZ COONEY, A MINOR, THROUGH HIS PARENTS AND NATURAL GUARDIANS, ELEASE ELLIS-COONEY AND JEROME COONEY V. LA PETITE ACADEMY AND COUNTY OF GLOUCESTER, ET AL., DOCKET NO. GLO-L-773-10.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46370 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF THE WORKERS' COMPENSATION CLAIMS OF PETITIONERS, BRADD THOMPSON V. GLOUCESTER COUNTY, CLAIM PETITION NO. 2011-2192; AND, ANDREW MCCLAVE V. GLOUCESTER COUNTY, CLAIM PETITION NO. 2010-26868.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes					X
Taliaferro					X
Damminger			X		

Comments: Counsel read the below statement :

*This matter involves claims made under the New Jersey Workers' Compensation statute, wherein County employees **BRADD THOMPSON, and ANDREW MCCLAVE** (Petitioners) allege work-related injuries. This resolution shall authorize settlement of the matters in the respective amounts of \$3,400.00 and \$3,090.00, as per the recommendation of the County's workers' compensation attorney, Prudence Higbee of Capehart & Scatchard.*

The matter of Bradd Thompson was discussed in closed session on November 9, 2011, and the matter of Andrew McClave was discussed on December 21, 2011, between the Freeholder Board and the County's defense attorney. Petitioner Bradd Thompson alleges injury caused during law enforcement activities; and, Andrew McClave alleges exposure during the course of employment. Pursuant to N.J.S.A. 34:15-128.3a the matters are being resolved.

46371 RESOLUTION AUTHORIZING ACCEPTANCE OF PAYMENT IN THE AMOUNT OF \$87,962.71 RELATIVE TO A CLAIM FOR DAMAGES AT THE COUNTY'S BOARD OF ELECTIONS BUILDING AND EXECUTION OF RELEASE.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46372 RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO ENTER INTO COOPERATION AGREEMENTS WITH ELK TOWNSHIP, HARRISON TOWNSHIP, BOROUGH OF NEWFIELD, MONROE TOWNSHIP AND SOUTH HARRISON TOWNSHIP FOR ASSESSMENT SERVICES.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46373 RESOLUTION AUTHORIZING THE COUNTY TO ACCEPT AND RATIFY A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE FOP #165, SHERIFF'S OFFICE SUPERIOR OFFICER ASSOCIATION FOR THE PERIOD JANUARY 1, 2011 TO DECEMBER 31, 2014.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46374 RESOLUTION AUTHORIZING THE PURCHASE OF OFFICE SUPPLIES FOR THE COUNTY OF GLOUCESTER FROM STAPLES THROUGH STATE CONTRACT NUMBER A77249 FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$100,00.00, FOR THE YEAR 2012.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

A RESOLUTION URGING CONGRESS TO ENACT "RETURN TO PRUDENT BANKING ACT OF 2011" (H.R. 1489) AS QUICKLY AS POSSIBLE.

	Motion	Second	Yes	No	Abstain
Nestore	PULLED				
Wallace					
Chila					
Simmons					
Barnes					
Taliaferro					
Damminger					

Comments: N/A

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

**FREEHOLDER SIMMONS
FREEHOLDER BARNES**

46375 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CURRENT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT TO INCREASE THE TOTAL CONTRACT AMOUNT BY \$130,551.00.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46376 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE HOUSING AUTHORITY OF GLOUCESTER COUNTY FOR ADMINISTRATION OF THE TENANT BASED RENTAL ASSISTANCE PROGRAM FROM JANUARY 1, 2012 TO DECEMBER 31, 2012 IN AN AMOUNT NOT TO EXCEED \$100,000.00.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46377 RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER THROUGH ITS DEPARTMENT OF ECONOMIC DEVELOPMENT TO ENTER INTO AGREEMENTS WITH THE FOLLOWING MUNICIPALITIES TO ADMINISTER SPENDING OF COMMUNITY DEVELOPMENT BLOCK GRANT MUNICIPAL FUNDS FROM JANUARY 1, 2012 TO DECEMBER 31, 2012:

<u>MUNICIPALITY</u>	<u>TOTAL CONTRACT AMOUNT</u>
TOWNSHIP OF MONROE	\$ 50,000.00;
BOROUGH OF WOODBURY HEIGHTS	\$ 50,000.00;
TOWNSHIP OF WASHINGTON	\$132,608.00;
TOWNSHIP OF MANTUA	\$ 50,000.00;
TOWNSHIP OF DEPTFORD	\$ 50,000.00;
BOROUGH OF CLAYTON	\$ 47,574.00;
BOROUGH OF GLASSBORO	\$ 56,400.00.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons					X
Barnes		X	X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

46378 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT MODIFICATION # 1 TO FEDERAL AID AGREEMENT #10-DT-BLA-540 BETWEEN THE COUNTY OF GLOUCESTER AND THE NJ DEPARTMENT OF TRANSPORTATION TO DECREASE FUNDING IN THE AMOUNT OF \$9,647.00 FOR FEDERAL PROJECT #FS-B00S (999).

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46379 RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENT MODIFICATION #1 TO FEDERAL AID AGREEMENT #10-DT-BLA-541 BETWEEN THE COUNTY OF GLOUCESTER AND THE NJ DEPARTMENT OF TRANSPORTATION TO DECREASE FUNDING IN THE AMOUNT OF \$307,390.00 FOR FEDERAL PROJECT #FS-C00S (014).

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46380 RESOLUTION CONFIRMING EMERGENCY PURCHASES FROM, AND AUTHORIZING EMERGENCY CONTRACT WITH TECHNA-PRO ELECTRIC, LLC IN THE AMOUNT OF \$46,945.65.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila					X
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46381 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER, INCREASE #01, WITH R. E. PIERSON CONSTRUCTION CO., INC., IN THE AMOUNT OF \$5,031.17 REGARDING COUNTY ENGINEERING PROJECT #10-09FA.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF HEALTH & EDUCATION

**FREEHOLDER BARNES
FREEHOLDER SIMMONS**

46382 RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER THROUGH ITS DEPARTMENT OF HEALTH AND SENIOR SERVICES TO ENTER INTO CONTRACTS WITH THE FOLLOWING ENTITIES FROM JANUARY 1, 2012 TO DECEMBER 31, 2012:

ENTITY	MAXIMUM CONTRACT AMOUNT
GLASSBORO HOUSING AUTHORITY	\$57,200.00;
VISITING NURSE AND HOSPICE SERVICES, INC.	\$70,100.00;
GUARDIAN PROGRAMS	\$28,700.00;
SOUTH JERSEY LEGAL SERVICES, INC.	\$11,040.00;
BOROUGH OF GLASSBORO	\$98,100.00;

GLOUCESTER COUNTY COLLEGE (2 CONTRACTS) \$12,940.00;

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons					X
Barnes	X		X		
Taliaferro		X	X		
Damminger			X		

Comments: N/A

46383 RESOLUTION AUTHORIZING THE AWARD OF A SPLIT RFP, FOR A PERIOD OF ONE YEAR, FROM JANUARY 1, 2012 TO DECEMBER 31, 2012, FOR THE PROVISION OF PERSONAL CARE ASSISTANT SERVICES FOR DISABLED INDIVIDUALS IN THE COUNTY OF GLOUCESTER TO ASSISTIVE CHOICES, INC., FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$150,000 AND ALL ABOUT CARE, LLC, FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$450,000.00.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons		X	X		
Barnes	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46384 RESOLUTION AUTHORIZING AGREEMENTS BETWEEN THE COUNTY OF GLOUCESTER AND THE TOWNSHIP OF DEPTFORD, ELK/FRANKLIN TOWNSHIP, MANTUA/HARRISON TOWNSHIP, MONROE TOWNSHIP, WASHINGTON TOWNSHIP, AND WEST DEPTFORD TOWNSHIP FOR THE PROVISION OF THE MUNICIPAL ALLIANCE DRUG AND ALCOHOL PREVENTION SERVICES, FOR JANUARY 1, 2012 TO DECEMBER 31, 2012.

	Motion	Second	Yes	No	Abstain
Nestore					X
Wallace			X		
Chila			X		
Simmons		X	X		
Barnes	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

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

**DEPUTY DIRECTOR CHILA
FREEHOLDER TALIAFERRO**

46385 RESOLUTION AUTHORIZING THE PURCHASE OF CELLULAR SERVICE FROM VERIZON WIRELESS FOR THE COUNTY OF GLOUCESTER THROUGH STATE CONTRACT NUMBER A64428 FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$50,000.00.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons			X		
Barnes			X		
Taliaferro		X	X		
Damminger			X		

Comments: N/A

46386 RESOLUTION AUTHORIZING THE EXECUTION OF A JOINT BILLING AGREEMENT BY AND BETWEEN UNDERWOOD MEMORIAL HOSPITAL AND THE COUNTY OF GLOUCESTER CONCERNING BILLING FOR EMERGENCY MEDICAL SERVICES FOR THE PERIOD OF JANUARY 1, 2012 TO DECEMBER 31, 2012.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons			X		
Barnes			X		
Taliaferro		X	X		
Damminger			X		

Comments: N/A

46387 RESOLUTION AUTHORIZING THE EXECUTION OF A JOINT BILLING AGREEMENT BY AND BETWEEN VIRTUA HEALTH, INC. AND THE COUNTY OF GLOUCESTER CONCERNING BILLING FOR EMERGENCY MEDICAL SERVICES FOR THE PERIOD OF JANUARY 1, 2012 TO DECEMBER 31, 2012.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons			X		
Barnes			X		
Taliaferro		X	X		
Damminger			X		

Comments: N/A

DEPARTMENT OF SOCIAL & HUMAN SERVICES

**FREEHOLDER NESTORE
DEPUTY DIRECTOR CHILA**

46388 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE CONTRACT BETWEEN VOLUNTEERS OF AMERICA DELAWARE VALLEY, INC. TO INCREASE THE MAXIMUM CONTRACT AMOUNT BY \$75,000.00, WHICH WILL PROVIDE FOR EMERGENCY HOUSING PLACEMENTS.

	Motion	Second	Yes	No	Abstain
Nestore	X		X		
Wallace			X		
Chila		X	X		
Simmons			X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46389 RESOLUTION AUTHORIZING FREEHOLDER DIRECTOR AND COUNTY COUNSEL TO ATTEST TO FEDERAL 2012 ANNUAL CERTIFICATIONS AND ASSURANCES TO RECEIVE FEDERAL TRANSIT ADMINISTRATION (FTA) ASSISTANCE APPLICABLE TO FEDERAL GRANTS ADMINISTERED BY NJ TRANSIT AND RECEIVED BY THE COUNTY OF GLOUCESTER.

	Motion	Second	Yes	No	Abstain
Nestore	X		X		
Wallace			X		
Chila		X	X		
Simmons			X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF GOVERNMENT SERVICES

**FREEHOLDER WALLACE
FREEHOLDER SIMMONS**

46390 RESOLUTION AUTHORIZING FOOD DELIVERY TO THE COUNTY OF GLOUCESTER DEPARTMENT OF CORRECTIONAL SERVICES FROM THE STATE OF NEW JERSEY TREASURY DISTRIBUTION CENTER THROUGH STATE CONTRACT NUMBER A49131 FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$180,000.00 FROM JANUARY 1, 2012 TO DECEMBER 31, 2012.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace	X		X		
Chila			X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46391 RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH U.S. FOOD SERVICES, INC. FOR FOOD DELIVERIES TO COUNTY OF GLOUCESTER DEPARTMENT OF CORRECTIONAL SERVICES FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$135,000.00 FROM JANUARY 1, 2012 TO DECEMBER 31, 2012.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace	X		X		
Chila			X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46392 RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH HERITAGES WHOLESALE, INC. FOR FOOD DELIVERIES TO COUNTY OF GLOUCESTER DEPARTMENT OF CORRECTIONAL SERVICES FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$42,000.00 FROM JANUARY 1, 2012 TO DECEMBER 31, 2012.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace	X		X		
Chila			X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46393 RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH BIMBO FOODS, INC. FOR FOOD DELIVERIES TO COUNTY OF GLOUCESTER DEPARTMENT OF CORRECTIONAL SERVICES FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$24, 000.00 FROM JANUARY 1, 2012 TO DECEMBER 31, 2012.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace	X		X		
Chila			X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF PARKS & LAND
PRESERVATION**

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

Old Business

New Business

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

OPEN

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: Daisy Dansby from Woodbury had questions about Health and Senior Services and resolution C-1.

CLOSE

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

Adjournment 8:29PM

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

~ In Recognition of ~
THE CATHOLIC COMMUNITY CHURCH OF THE HOLY SPIRIT
THE GLOUCESTER COUNTY FEDERAL BANK
JOHNSON MATTHEY INC.
THE WASHINGTON TOWNSHIP ROTARY CLUB

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to thank and recognize the The Catholic Community Church of the Holy Spirit , The Gloucester County Federal Bank , Johnson Matthey Inc. , and the Washington Township Rotary Club for their generous donation of gifts to the children and families of Gloucester County for the 2011 Holiday season; and

WHEREAS, THE CATHOLIC COMMUNITY CHURCH OF THE HOLY SPIRIT in Mullica Hill sponsored 100 children, THE GLOUCESTER COUNTY FEDERAL BANK in Sewell sponsored 25 families with approximately 43 children , JOHNSON MATTHEY INC. in West Deptford sponsored 65 families with approximately 178 children with bikes and gifts and THE WASHINGTON TOWNSHIP ROTARY CLUB SPONSORED 35 families with approximately 54 children in and around the Gloucester County area; and

WHEREAS, these organizations have shown the true spirit of giving during these difficult economic times and should be commended and recognized for their selfless efforts in ensuring that the children and families of Gloucester County had reason to celebrate the season with hope and joy ; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2011 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes , Vincent H. Nestore, Jr., Heather Simmons , Adam Taliaferro and Larry Wallace do hereby recognize and commend The Catholic Community Church of the Holy Spirit , The Gloucester County Federal Bank, Johnson Matthey Inc. and The Washington Township Rotary Club for their dedicated and faithful service to the children and families of Gloucester County.

IN WITNESS WHEREOF, the Board of Chosen Freeholder have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 15th day of February, 2012.

 Robert M. Damming
 Freeholder Director

 Giuseppe (Joe) Chila
 Freeholder Deputy Director

 Lyman Barnes
 Freeholder

 Vincent H. Nestore, Jr.
 Freeholder

 Heather Simmons
 Freeholder

 Adam Taliaferro
 Freeholder

 Larry Wallace
 Freeholder

ATTEST: _____
 Robert N. DiLella, Clerk

**DESIGNATING FEBRUARY AS
AFRICAN-AMERICAN HISTORY MONTH**

WHEREAS, African-American History Month was established in 1926 to elevate the role of African-American History in mainstream America and the history of people of African heritage goes back thousands of years beyond that of slavery and includes some of the greatest, most advanced societies in the history of human existence; and

WHEREAS, the historical achievements of African-Americans have been celebrated during the month of February since the 1920's, and in 1976 the week-long observance was extended to last a whole month, and;

WHEREAS, historically, African-Americans have shown great fortitude and leadership, using courage and conviction to rise above oppression, with key individuals taking the lead where African-American leaders, who are too numerous to list in total and are established in many fields, have made invaluable contributions to the spiritual character, economic prosperity and cultural development of our great County and nation throughout their history, and the continued leadership and accomplishments of these sons and daughters inspire excellence in future generations; and

*NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr. , Heather Simmons, Adam J. Taliaferro, and Larry Wallace do hereby proclaim **FEBRUARY** as **AFRICAN-AMERICAN HISTORY MONTH** in recognition of the many contributions made by African-American residents of Gloucester County and the contributions to the residents of Gloucester County by the Women's Progressive Club of Swedesboro and Vicinity.*

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 12th day of February 2012.

Robert M. Damming
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

ATTEST: _____
Robert N. DiLella, Clerk

~ In Honor of ~
Mildred E. Picini
101st Birthday

*WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize **Mildred Picini** on the occasion of her 101st Birthday; and*

*WHEREAS, **Mildred** was born in Paulsboro, New Jersey on January 27, 1911 to Lawrence and Conchetta Scavetti, the oldest of seven children; and*

*WHEREAS, **Mildred** married Pasquale Picini on March 3, 1942 and they made their home in Gibbstown, New Jersey, together they have two children Joan Villanova and Lawrence Picini, five grandchildren and five great grandchildren; and*

*WHEREAS, **Mildred** is a member of St. Michael's Church, St. Michael's Ladies Auxiliary and is also a member of the Greenwich Senior Citizens Club. She has the distinction of being the oldest and most loyal member of the Gibbstown Democrat Club, a dedicated supporter of the Gibbstown Democratic Organization and served as an Election Poll Worker until she was 96 years young. **Mildred** participates in the Gloucester County Senior Services Nutrition Program daily. She attends the Paulsboro Nutrition Site and enjoys lunch and the social atmosphere; and*

*WHEREAS, **Mildred** was born at a turning point in our country's history and has lived through and experienced events that most of us know only through our history books; and*

*WHEREAS, Gloucester County has been blessed to have such a vibrant and special person as **Mildred Picini** as a member of our community and wish her continued good health and happiness; and*

WHEREAS, attaining 101 years of life is a laudable and distinguished milestone which deserves special acknowledgment and celebration; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace **do hereby honor and recognize Mildred Picini on celebrating her 101st Birthday on January 31, 2012.**

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 31st day of January, 2012.

Robert M. Damming
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest:

Robert N. DiLella, Clerk

AI

RESOLUTION AUTHORIZING A CLOSED SESSION OF THE GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF WORKERS' COMPENSATION MATTERS CAPTIONED BERNARD DAVIS, III v. GLOUCESTER COUNTY, C.P. NOS. 2008-5062, 2010-24719, 2010-30029; EDWARD TAYLOR v. GLOUCESTER COUNTY, C.P. NOS. 2006-15061, 2008-35614; BRIAN EVANS v. GLOUCESTER COUNTY, C.P. NOS. 2010-2696, 2010-24543; AND, WILLIAM FOX v. GLOUCESTER COUNTY, C.P. NO. 2011-21000

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester is subject to the requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6 et. seq.; and

WHEREAS, the Open Public Meetings Act of the State of New Jersey generally requires that all meetings of public bodies be open to the public; and

WHEREAS, the Open Public Meetings Act further provides that a public body may exclude the public from a portion of a meeting at which the public body discusses items enumerated in the Open Public Meetings Act at N.J.S.A. 10:4-12(b), which items are recognized as requiring confidentiality; and

WHEREAS, it is necessary and appropriate for the Board of Chosen Freeholders of the County of Gloucester to discuss certain matters in a meeting not open to the public consistent with N.J.S.A. 10:4-12(b)(7).

NOW, THEREFORE BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, pursuant to the Open Public Meetings Act of the State of New Jersey that:

1. The Board of Chosen Freeholders of the County of Gloucester shall hold a closed meeting, from which the public shall be excluded, on *February 15, 2012*;
2. The general nature of the subjects to be discussed at said closed meeting shall be the status of and possible settlement of a workers' compensation claims captioned Bernard Davis, III v. Gloucester County, C.P. Nos. 2008-5062, 2010-24719, 2010-30029; Edward Taylor v. Gloucester County, C.P. Nos. 2006-15061, 2008-35614; Brian Evans v. Gloucester County, C.P. Nos. 2010-2696, 2010-24543; and, William Fox v. Gloucester County, C.P. No. 2011;
3. The minutes of said closed meeting shall be made available for disclosure to the public, consistent with N.J.S.A. 10:4-13, when the items which are the subject of the closed session discussion are resolved and a reason for confidentiality no longer exists.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, held on Wednesday, February 15th, 2012, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

ROBERT N. DI LELLA, CLERK

A2

RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF THE WORKERS' COMPENSATION CLAIM OF PETITIONER, MELINDA PIOTROWSKI V. GLOUCESTER COUNTY, CLAIM PETITION NO. 2009-20749

WHEREAS, the Petitioner has filed a claim against the County of Gloucester with the State of New Jersey, Department of Labor, Division of Workers' Compensation; and

WHEREAS, the parties through Legal Counsel have reached a proposed resolution of the matter, said proposal having been received by the Court for reasonableness.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that disposition of the claim filed by the herein mentioned Petitioner is hereby authorized as follows:

<u>Claimant</u>	<u>Petition No(s).</u>	<u>Award Amt.</u>	<u>Event</u>
Melinda Piotrowski	2009-20749	\$ 5,090.00 Section 20	Exposure

BE IT FURTHER RESOLVED that the appropriate legal representative of the County is hereby authorized to execute such documents as shall be necessary to effectuate the disposition as set forth hereinabove.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, February 15, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

**ROBERT N. DI LELLA,
CLERK OF THE BOARD**

A3

**RESOLUTION IN OPPOSITION TO RATE INCREASE REQUESTED
BY NEW JERSEY AMERICAN WATER**

WHEREAS, New Jersey American Water Company, Inc. is seeking a proposed rate increase of \$95.5 million, or approximately 20 percent over present rate revenues of \$565 million; and

WHEREAS, New Jersey American Water Company, Inc. has already received a compounded 51 percent in rate increases since 2004; and

WHEREAS, this rate increase, if approved by the New Jersey Board of Public Utilities, will negatively impact ratepayers in 12 of Gloucester County's 24 municipalities, at a time when many homeowners and businesses are struggling to survive financially; and

WHEREAS, elected County and Municipal officials have, by contrast, demonstrated a sensitivity to our residents, struggling to cut spending and taxes even against a tide of rising expenses, while faced with a two percent (2%) CAP; and

WHEREAS, the Gloucester County Freeholders, by example, have cut spending by \$5.8 million and have cut taxes by \$4.0 million over the last two years, and have committed to reducing spending and taxes in 2012; and

WHEREAS, New Jersey American Water Company, Inc., a publicly-traded company which already enjoys the highest rate of return on water and sewer services in Gloucester County, should share in the responsibility of reducing the unprecedented financial burdens on our residents; and

WHEREAS, the bureaucratic process for consideration of such rate increases defies logic, escapes the notice of those most impacted, and at best, results in a negotiated rate increase which adds to the financial burden of ratepayers.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Chosen Freeholders of the County of Gloucester, State of New Jersey that it hereby calls on the Board of Public Utilities to reject the rate increase requested by New Jersey American Water; and

BE IT FURTHER RESOLVED that a copy of this resolution shall be forwarded to all State and Congressional Legislators representing Gloucester County, as well as local governing bodies for all the impacted towns in Gloucester County, and that they be asked to join in opposition to the rate increase petition currently before the Board of Public Utilities.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester, held on Wednesday, February 15, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

**ROBERT N. DI LELLA,
CLERK OF THE BOARD**

A4

**RESOLUTION AUTHORIZING APPROVAL OF THE
BILL LISTS FOR THE MONTH OF FEBRUARY 2012**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester has received and reviewed the Bill List for the County as prepared, reviewed and approved by the County Treasurer for the monthly period ending February 10, 2012; and

WHEREAS, the County Treasurer has received and reviewed the Bill List for the Division of Social Services, including daily payments made by the Division and Administrative payments to be issued, which List has been reviewed and approved by the Division of Social Services Finance Officer, the Division of Social Services Director and the County Treasurer, for the monthly period ending February 10, 2012.

NOW, THEREFORE, BE IT RESOLVED that the County's Bill List for the period ending February 10, 2012, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Gloucester County Board of Chosen Freeholders, and said Treasurer is authorized to render payment to each vendor appearing on said list.

BE IT FURTHER RESOLVED that the Division of Social Services' Bill List for the period ending February 10, 2012, as prepared, reviewed and approved by the Social Services Finance Officer, the Social Services Director and the County Treasurer, which List includes ratification of prior emergency payments made, is hereby approved and said Treasurer is authorized to render payment to each vendor appearing on said list.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 15, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

**ROBERT N. DILELLA,
CLERK OF THE BOARD**

A5

**RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER EQUIPMENT
FROM DELL-SLG SALES THROUGH STATE CONTRACT NUMBER A70256
FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM
CONTRACT AMOUNT OF \$250,000.00 FOR THE YEAR 2012**

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

WHEREAS, the County of Gloucester has a need to purchase computer equipment for the County of Gloucester; and

WHEREAS, it has been determined that the County of Gloucester can purchase the said computer equipment from DELL-SLG Sales of One Dell Way, Round Rock 8, Round Rock Texas 78682, for a minimum contract amount of Zero and a maximum contract amount of \$250,000.00, through State Contract No. A70256 for the year 2012; and

WHEREAS, the contract shall be for an estimated units of service, with a minimum contract amount of Zero and a maximum contract amount of \$250,000.00. 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. The continuation of this contract beyond the first three (3) months of 2012 is conditioned upon the approval of the 2012 Gloucester County budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase computer equipment for the County of Gloucester from DELL-SLG Sales for a minimum contract amount of zero and a maximum contract amount of \$250,000.00, through State Contract Number A70256 for the year 2011; and

BE IT FURTHER RESOLVED, before any purchase can 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 held on Wednesday, February 15, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

ALO

RESOLUTION AUTHORIZING THE PURCHASE OF POSTAGE AND POSTAGE SUPPLIES THROUGH STATE CONTRACT NUMBER A75237 FROM PITNEY BOWES FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$120,000.00 FOR CALENDAR YEAR 2012

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

WHEREAS, the County of Gloucester has a need for postage and postage supplies necessary to conduct the business of county government; and

WHEREAS, the County of Gloucester has determined it advantageous to purchase the said postage and postage supplies from Pitney Bowes of 1305 Executive Blvd., Suite 200, Chesapeake, VA 23320, for a minimum contract amount of Zero and a maximum contract amount of \$120,000.00, through State Contract No. A75237 for calendar year 2012; and

WHEREAS, the contract shall be for an estimated units of service, with a minimum contract amount of Zero and a maximum contract amount of \$120,000.00. 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.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent is authorized to purchase postage and postage supplies for the County of Gloucester from Pitney Bowes for a minimum contract amount of zero and a maximum contract amount of \$120,000.00, through State Contract Number A75237 for calendar year 2012.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 15, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A7

RESOLUTION AUTHORIZING A CONTRACT WITH CIVIL SOLUTIONS – A DIVISION OF ADAMS, REHMAN AND HEGGAN ASSOCIATES, FOR THE PROVISION OF ENGINEERING SERVICES FOR TAX MAP MAINTENANCE AND UPDATES FOR THE COUNTY OF GLOUCESTER FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE AWARD OF THE CONTRACT FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$379,272.60

WHEREAS, there is a need by Gloucester County for professional engineering and surveying services for tax map maintenance and updates for the Office of Assessment; and

WHEREAS, the County requested proposals (RFP #012-017) from interested providers and evaluated those proposals consistent with the County’s fair and open procurement process; and

WHEREAS, the evaluation, based on the established criteria, concluded that Civil Solutions – A Division of Adams, Rehman & Heggan Associates with offices at 150 South Second St., Hammonton, NJ 08037 made the most advantageous proposal; and

WHEREAS, the contract shall be for estimated units of service, with a minimum contract amount of Zero and a maximum contract amount of \$379,272.60. 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; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board of Chosen Freeholders and the Clerk of the Board of Chosen Freeholders are hereby authorized to execute the contract between the County of Gloucester and Civil Solutions – a Division of Adams Rehman & Heggan Associates, Inc., for the provision of professional engineering and surveying services for tax map maintenance and updates for the Office of Assessment for the period of one year from the date of the award of the contract, for a minimum contract amount of Zero and a maximum contract amount of \$379,272.60; and

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and that this Resolution and the contract are on file and available for public inspection in the office of the Clerk of Gloucester County, shall be published once in the *Gloucester County Times* pursuant to the requirements of the Local Public Contracts Law; 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, held on Wednesday, February 15, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

A7

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
CIVIL SOLUTIONS
A DIVISION OF ADAMS, REHMANN & HEGGAN ASSOCIATES**

THIS CONTRACT is made effective this 15th day of February, 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 **Civil Solutions – A Division of Adams, Rehmann & Heggan Associates, Inc.** with offices at 150 South Second St. Hammonton, NJ 08037, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need by the County of Gloucester for tax map maintenance and upgrades; and

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

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

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

TERMS OF AGREEMENT

1. **TERM**. The term of the contract shall be for the period of one year for the period commencing February 15, 2012 and terminating February 14, 2013.
2. **COMPENSATION**. Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor's proposal dated January 18, 2012 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 012-017. The proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid a minimum contract amount of Zero and a maximum contract amount of \$379,272.60.

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

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

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 RFP #012-017, and Vendor's responsive proposal dated January 18, 2012, which are incorporated in their entirety by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-012-017.

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

A. Vendor 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. Vendor 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. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Vendor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to 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 Vendor 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 Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor 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, Vendor 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 Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

A. Pursuant to the termination provisions set forth in RFP #012-017, which are specifically referred to and incorporated herein by reference.

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

C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County

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

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

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

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

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

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

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

If Vendor is a member of a profession that is subject to suit for professional malpractice,

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

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

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

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

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

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

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

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

17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws,

rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP #012-017 issued by the County of Gloucester and Vendor's responsive proposal dated January 18, 2012. Should there occur a conflict between this form of Contract and RFP #012-017, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP #012-017 and Vendor's responsive Proposal dated January 18, 2012, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of this 15th day of February, 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 Vendor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CIVIL SOLUTIONS – A DIVISION OF ARH

RICHARD REHMANN, VICE PRESIDENT

BASIS OF AWARD

(To be completed by County evaluation committee)
 (100 Point total will be used to determine the Award)
 The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

RFP-012-017 – Engineering for Tax Map Maintenance – ARH – Civil Solutions

<p style="text-align: center;">EVALUATION FACTORS</p> <p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</p>	<p style="text-align: center;">SCORE</p>
<p>A. Proposal contains all required checklist information <u>5</u> points All required documentation submitted.</p>	<p style="text-align: center;">5</p>
<p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> Demonstrated adequate qualifications, experience and training for the personnel assigned <u>25</u> points</p>	<p style="text-align: center;">22</p>
<p>C. <u>Relevance and Extent of Similar Engagements performed</u> Exhibited very relevant similar engagements including Gloucester County, which it currently serves in this capacity. <u>25</u> points</p>	<p style="text-align: center;">25</p>
<p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> The proposer demonstrated complete knowledge of the County's goals and objectives and communicated them effectively within the proposal. They are also the creator and maintainer of GC Maps as well as our current tax map maintenance tracking system. <u>25</u> points</p>	<p style="text-align: center;">24</p>
<p>E. Reasonableness of Cost Proposal Prices are compatible with all RFP's submitted <u>20</u> points</p>	<p style="text-align: center;">18</p>
<p>TOTALS</p>	<p style="text-align: center;">94</p>

RESOLUTION AUTHORIZING THE APPOINTMENT OF WILLIAM PACKER AND FRANK DIMARCO TO THE BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT AND THE VOCATIONAL SCHOOL DISTRICT OF THE COUNTY OF GLOUCESTER

WHEREAS, there currently exists a Board of Education of the Special Services School District and the Vocational School District of the County of Gloucester which provides valuable services to the Board of Chosen Freeholders and the County of Gloucester; and

WHEREAS, there currently exists a vacancy for two (2) members due to the resignations of Adam Taliaferro and Leona Mather; and

WHEREAS, the Board of Chosen Freeholders desires to fill said vacancies.

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

1. The County of Gloucester Board of Chosen Freeholders hereby authorizes the appointment of William Packer and Frank DiMarco to three year terms which term shall commence immediately and shall terminate on June 30, 2013.

2. Said appointments are subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, February 15, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

BY: _____
ROBERT N. DILELLA, CLERK

WILLIAM C. PACKER III

SUMMARY OF QUALIFICATIONS

T-4 Water Treatment Plant Operator License NJDEP
 W-4 Water Supply System Operator License NJDEP
 S-2 Sewage Treatment Plant Operator License NJDEP
 C-2 Sewage Collection System Operator License NJDEP
 New Jersey Department of Education Teaching Certificate (part-time vocations)
 Mediation and Conciliation Skills Certificate, State of NJ Courts
 Certified Instructor for Handling Hazardous Chemicals-*Right to Know*
 Certified Public Works Manager, Bureau of Government Services
 ABC Certification Water Treatment and Distribution Operations-Class IV
 Pennsylvania DEP Water Systems Operators Class & Sub: A, E-7, 8, 9, 10, 11, 12, 14

WORK OF EXPERIENCE

1964-1965 Superintendent Water and Sewer Departments, Borough of Brooklawn, New Jersey
 1966-1967 Superintendent Water Division Matawan Township Utilities, Matawan, New Jersey
 1967-1996 Superintendent of Public Works Borough of Westville, New Jersey-Retired
 1967-1996 Part-time Public Works Superintendent Borough of Brooklawn, New Jersey-Retired
 1973-1980 Part-time Treatment Superintendent Water Department, Bellmawr, New Jersey
 1978-1986 Instructor of Advanced Water Treatment Course, Camden County, Vocational and Technical School, evening division.
 1981-1986 Part-time Superintendent Water Department, City of Gloucester, New Jersey
 1983-1986 Part-time Superintendent Water Department, Borough of National Park, New Jersey
 1989-1996 Licensed Water Operator Borough of Wenonah, New Jersey
 1982-1984 Part-time Superintendent Water Department, Borough of Bucna, New Jersey
 1996-1996 Assistant Superintendent of Production, New Jersey-American Water Company, Delran, New Jersey
 1996-2002 Superintendent of Operations, New Jersey American Water Company, Delran, New Jersey
 2002-2008 Superintendent Southern Division Aqua New Jersey

Incorporated, Blackwood, New Jersey-Retired

EDUCATION

- 1959 Graduated Gloucester City High School, Gloucester City, New Jersey
- 1959-1961 Completed Industrial Chemistry Course, Camden County Vocational and Technical School, Pennsauken, New Jersey
- 1961-1963 Completed basic and advanced Water and Waste Water Courses, Camden County Vocational and Technical School, Pennsauken, New Jersey
- 1964-1965 Completed Advanced Wastewater Treatment, Rutgers University, evening division.
- 1972 Completed short course in Management Techniques for Water Supervisors, Rutgers University, New Brunswick, NJ
- 1985-1987 Completed Certified Public Works Managers Course, Rutgers University, New Brunswick, New Jersey

EXTRACURRICULAR ACTIVITIES

- Past Assistant Chief, Westville Fire Department
- Past Chairman, Board of Fire Commissioners, Westville Fire District
- Past Coach and Umpire, Westville Little League
- Past President, Region VI of New Jersey Public Works Association
- Past President, South Jersey Water Superintendents
- Life member, American Water Works Association
- Member of South Jersey Water Pollution Control Association
- Past member, Westville Environmental Commission
- Past member, Westville Board of Health
- Past Chairman, Westville Neighborhood Disputes Resolution Committee
- Past Chairman, Westville Concerned Citizens
- Past President, Westville Lion's Club
- Past member, Board of Trustees New Jersey Water Association
- Past member, Advisory Board Bureau of Licensing & Examinations Water & Waste Water, New Jersey DEP
- Former Mayor Borough of Westville
- Present, member of Gloucester County Mayor's Association
- Member Gloucester County Solid Waste Task Force
- Part-time Instructor of Advanced Water Treatment & Distribution Operations, Gloucester County Institute of Technology

AWARDS

- Public Works Association of New Jersey *Man of the Year Award 1991*
- American Water Works Association *Operator Meritorious Service Award 1991*

Westville Lion's Club and International Association of Lion's Club
District 16-C *Outstanding Citizen of the Year Award 1990*
Industrial Service Award - N. J. Water Association 2002

FRANK J. DIMARCO

OBJECTIVE:

(Request for resume)

Accomplishments:

- Elected four terms to Deptford Township Council
- Elected three terms on Gloucester County Board of Chosen Freeholders.

PUBLIC SERVICE EXPERIENCE

Deptford Township Zoning Board Member: Vice Chair	1997
Deptford Township Council Re-elected to fourth 4-year term (beginning 01-01-10)	1998 to present
Deptford Township Planning Board Member: Class III (1-yr. terms) four re-appointments	1999 to 2002
Deptford Township Recreation Advisory Board Member: Council Liaison (9th one-year term) Duties: Budget; events (scheduling, participating and creating new)	1999 to present
Deptford Township Municipal Drug Alliance Member: Council liaison (Mayor's appointment - 9th term) Duties: Budget; programs & events (scheduling, attending, participating and creating new) Seniors & pharmacist breakfast	1999 to present
Gloucester County Municipal Economic Development Council Member: Deptford Township Liaison	1999-02
Gloucester County Construction Board of Appeals Member: Contractor	2001 to 2002
Order of Sons of Italy in America - Deptford Member: Fiero Italia Lodge #2752 - CHARTER MEMBER Duties: Orator	2000 to 2005

Gloucester County Board of Chosen Freeholders 2003 to 2011
Department: Parks and Government Services
Includes: Parks and Recreation, Pitman Golf Course, Animal Shelter, Department of Corrections, Juvenile Detention, Sheriff's Department, Cultural and Heritage, Surrogates Office and Board of Taxation,

G.C. Dept. of Corrections Citizens Advisory Board 2003 to 2010
Member: Chairman
G.C. Veterans Cemetery Advisory Board 2004 to 2011
Member: Freeholder

N.J.A.C. Board of Directors 2008 to 2011
(New Jersey Association of Counties)
Member: Gloucester County Representative

PROFESSIONAL EXPERIENCE

FRANK DIMARCO / BUILDERS & REMODELING June 1982 to Present
Deptford, NJ
SOLE-PROPRIETOR

EDUCATION

- 1972: High school graduate of Deptford High
- 1973-74: Attended Samuel Fleisher Art Memorial (art courses)
- 1980: Graduate of South Jersey Professional School of Business of Berlin N.J. for Real Estate licensing.
- 1999: Attended Gloucester County College UCC 103 RCS Course for Building Inspector licensure. (Residential; Commercial; Specialist)
- 2001: Attended Rutgers Clinicians Safety Course to teach sports safety
- 2001: Attended Gloucester County College UCC 127 HHS Course for Building Inspector licensure. (High-rise, Hazardous Specialist)
- 2004: Attended LORMAN Educational Services seminar for "Zoning And Land Use"
- 2008: Attended The College of New Jersey for **LEAD NJ - LEARN, EXCEL AND DELIVER** certificate program

B1

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CENTER
FOR FAMILY SERVICES TO ADMINISTER SPENDING OF CDBG
PUBLIC FACILITY FUNDS IN AN AMOUNT OF \$75,000.00 FROM
FEBRUARY 15, 2012 TO FEBRUARY 14, 2013**

WHEREAS, the County is entitled to Community Development Block Grant Entitlement Funds to be used in conjunction with a Community Development Program as specifically set forth in a Community Development Consolidated Plan submitted to the U.S. Department of Housing and Urban Development; and

WHEREAS, the County, as applicant, has primary responsibility for administering the Program and in conjunction with its Application, has provided certain Assurances and Certifications to HUD as required by the Act and by HUD; and

WHEREAS, the County, pursuant to the provisions of 24 CFR 570, may delegate authority for the implementation of certain Community Development activities pursuant to the Application to municipalities located within the County; and

WHEREAS, the Center for Family Services has proposed certain activities to be carried out pertinent to an approved Public Facilities project, which includes a public improvement activity to install a fire suppression system in its group home facility for abused and neglected boys; and

WHEREAS, the Gloucester County Community Development Block Grant Program and the Center for Family Services, intending to be legally bound, desire to enter into a mutual agreement to fund an approved project; and

WHEREAS, the Agreement shall be for a total amount of \$75,000.00, for a term commencing February 15, 2012 and terminating February 14, 2013; and

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds in the amount of \$75,000.00, pursuant to C.A.F. #R2-01220 which amount shall be charged against budget line item T-03-08-611-170-21225.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that execution of an Agreement is hereby authorized between the County of Gloucester and the Center for Family Services to fund an approved Public Facilities Project relative to the Gloucester County Community Development Block Grant Program (CDBG) for the term commencing February 15, 2012 and terminating February 14, 2013, in the total amount of \$75,000.00; and, the Freeholder Director and Clerk of the Board are hereby authorized to execute the documentation necessary to effectuate the Agreement.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 15, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

BI

HUD GRANT NO: B-11-UC-34-0109
AMOUNT: \$75,000.00
GC AGREEMENT NO: CD-11-PF#1

**AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
CENTER FOR FAMILY SERVICES**

THIS AGREEMENT, made and entered into in the 15th day of February by and between **COUNTY OF GLOUCESTER**, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Freeholders, hereinafter referred to as the "County", and the **CENTER FOR FAMILY SERVICES**, a non-profit Gloucester County Subrecipient, hereinafter referred to as the "Subrecipient", located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

WITNESSETH:

WHEREAS, Gloucester County has received a **FFY 2011** Community Development Block Grant, hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act of 1974, as amended, Public Law 93-383 to carry out various housing and community development activities in its unincorporated areas and in municipalities participating in the County CDBG Program; and

WHEREAS, CDBG funds from Federal **PY2011** CDBG funding has been appropriated by the Gloucester County Board of Chosen Freeholders for award to the **CENTER FOR FAMILY SERVICES** for the implementation of activities determined to be CDBG eligible by the County; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with any amendment to this Agreement, included as Exhibit 3; with the Lease Agreement requirements included as Exhibit 4, if applicable; and, with the property use requirements included as Exhibit 5, if applicable.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

1. Use of Funds – The Subrecipient shall expend all or any part of CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended not later than February 14, 2013.
2. A. Uniform Administrative Requirements – The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502, shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments.
- B. Other Program Requirements – The Subrecipient shall comply with all the requirements of 24 CFR Chapter V [Subpart K] at 570.600 – 570.614, as applicable to the Subrecipient's activity(s).

3. Procurement – The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). Procurement shall be carried out in accordance with the “Common Rule” provisions for governmental entities (24 CFR Part 85) or with the “Common Rule” provisions for non-profit organizations (24 CFR Part 84), the procurement requirements of the Subrecipient, and all provisions of the CDBG Regulations [24 CFR Part 570].

The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in the aforementioned regulations [24 CFR Part 84 or 24 CFR Part 85, as applicable, and 24 CFR Part 570] and shall provide a copy of said procurement procedures and evidence of governing board adoption to the County at the time that this Municipal Agreement shall be returned to the County for signature by the Director of the Gloucester County Board of Chosen Freeholders.

The Subrecipient shall prepare, or cause to be prepared, all advertisement, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to insure compliance with the above described procurement requirements.

4. “Force Account” Work – The Subrecipient may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the County to the Subrecipient using CDBG funds, based upon submission of proper and acceptable invoice(s) and documentation of all costs, as prescribed by the County.

5. Record Keeping/Reporting

- A. Financial Record Keeping

The Subrecipient shall maintain records of expenditures of all CDBG funds it receives, such as reports to be maintained in accordance with OMB Circulars A-87, A-110, A-122, A-133 and with the “Common Rule” provisions (24 CFR Parts 84 and 85), as applicable. All records shall be made available, upon County request, for inspection(s) and audit(s) by the County, or by its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the County and/or by the U.S. Department of Housing and Urban Development, the County reserves the right to recover from the Subrecipient other non-CDBG monies to fund such disallowed CDBG expenditures. Audit procedures for the Gloucester County CDBG Program are specified in Section 19 of this Agreement.

- B. Programmatic Record Keeping/Reporting

For limited clientele (including “Direct Services” and “Presumed Benefit”) activities the Subrecipient shall provide, on a monthly basis, sufficient information to the County on services carried out for all persons served and on CDBG-eligible persons served by activities receiving CDBG assistance under this Agreement. The purpose of the monthly reporting is to enable the County to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. These Subrecipient-prepared reports shall be submitted in a format provided by the County [See Exhibit 2, if applicable to this Agreement] and at a time no later than the 15th calendar day of each month of each year until all CDBG funds for the activity(s) shall be fully expended, plus five (5) years. The five-year reporting period should not be confused with the “continued use” provisions of this agreement, as specified in Exhibit 2, “Scope of Services.” The County shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

6. Subrecipient's Obligation – The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Exhibit I of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit I, and to comply with any requests by the County in this connection; it being understood that the County has responsibility to the U.S. Department of Housing and Urban Development for insuring compliance with such requirements. The Subrecipient will also promptly notify the County of any changes in the scope or character of the activity(s) assisted through this Agreement.
7. "Hold Harmless" – The Subrecipient does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of the Subrecipient and property of the Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.
8. Indemnification - The Subrecipient shall indemnify and keep the County harmless against any claim, loss, liability, expense (including costs, counsel fees and/or expert fees) resulting from any negligent or intentional act committed by the Subrecipient.

The Subrecipient agrees that it shall give an authorized County representative prompt written notice of the filing of each such claim and the institution of each such suit or action.

9. Compliance with Laws and Regulations - County and Subrecipient agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Agreement.
10. Insurance - At all times during the term of this Agreement, the Subrecipient shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement.
11. Funding – The County agrees to provide the Subrecipient with the CDBG funds in such amount as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG-eligible activity(s). It is understood that the County shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the County shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Municipal activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.
12. Environmental Clearance – The County shall be responsible for carrying out environmental reviews and clearances on all activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.

Funding provided through this Agreement is "conditionally approved" subject to the completion of the Environmental Review Process by the County. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this

Agreement is conditioned on the County's determination to proceed with, modify or cancel the projects/activities based on the results of a subsequent environmental review.

The Subrecipient may not obligate or expend any funds provided through this Agreement until the County provides to the Subrecipient a "Notice to Proceed," which shall represent in part, the completion of the environmental review process, and the Release of Funds by HUD for the projects/activities contained in the Agreement.

13. Wage Rates – The County and the procured subrecipient Engineer shall be responsible for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Subrecipient. The Subrecipient shall notify the County prior to initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the Davis-Bacon Act and its implementing regulations. The County will provide technical assistance to the Subrecipient to ensure compliance with these requirements.
14. Procurement: - Compliance: The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.
15. Use and Reversion of Assets – The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:
 - a) The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
 - b) In all cases in which equipment acquired, in whole or in part, with funds under this agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].
16. Technical Assistance – The County agrees to provide technical assistance to the Subrecipient in the form of oral and/or written guidance and on-site assistance regarding CDBG procedures. This assistance will be provided as requested by the Subrecipient, and at other times, at the initiative of the County or when the County provides new or updated CDBG Program Information to the Subrecipient.

17. Review Authority – The County shall have the authority to review any and all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the County to request such information from the Subrecipient, for the purpose of reviewing the same.
18. Agreement Suspension and Termination – In accordance with the provisions of 24 CFR 85.43, or with the provisions of 24 CFR 84.60-62, suspension or termination of this Agreement may occur if the Subrecipient materially fails to comply with any term of this Agreement. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44 or with 24 CFR 84.60-62. This Agreement may be terminated with or without cause by either party, hereto, by giving thirty (30) calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to the Subrecipient under this Agreement which remain un-obligated or unspent upon such date of termination shall automatically revert to the County.
19. Agreement Amendment(s) – This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendments(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendments shall be submitted in written form to the Gloucester County Community Development Program in a format prescribed by the Housing and Community Development Program. If an amendment to the Gloucester County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.
20. Termination Date – The termination date of this Agreement is **February 14, 2013**.
21. Program Income – If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:
 - a. The Subrecipient acknowledges, by executing this Agreement, that it must notify the County of the receipt of any program income during the calendar month that such program income is generated.
 - b. Any such program income must be paid to the County within seven (7) calendar days following the end of month in which the program is generated. Such payment to the County must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
 - c. The Subrecipient further acknowledges, by executing this Agreement, that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the County on the generation and/or receipt of such program income.
 - d. In the event of close-out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days of the official date of the close-out or change in status. The County agrees to notify the Subrecipient in writing, should close out or change in status of the Subrecipient occur and a result of changes in CDBG Program statutes, regulations, and/or instructions.

22. Audits

The Subrecipient agrees to comply with the requirements of:

- A. The "Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions," 1994 Revision or its successors, ["The Yellow Book"] issued by the Comptroller General, United States General Accounting Office.
- B. The "Single Audit Act of 1984" [P.L. 104-156], required that States, local governments and non-profit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget, Municipal entities must have their audits prepared consistent with the requirement of OMB Circular A-133, or its successor.

If the minimum monetary amount requiring the preparation of the Single Audit, as stated in Circular A-133, are not triggered, the Subrecipient shall provide to the Gloucester County Community Development Block Grant Office three (3) copies of its normal independent auditor's report, as soon as practicable following the close of its normal independent auditor's report, as soon as practicable following the close of its fiscal year, but not later than 9 months following the close of each such year. The independent audit which addresses the Community Development Block Grant funds received/expended by the Subrecipient shall, conform to the Gloucester County Audit Standards described in 19 - C of this Agreement.

- C. Gloucester County Audit Standards for CDBG Subrecipients Where Single Audit Act Requirements Do Not Apply. Because Gloucester County is responsible for any grant funds provided to all Municipalities, any organization or cities which expend a total of more than \$100,000.00 but less than \$300,000.00 of CDBG funds in any fiscal year from this agreement, must have an independent audit of those funds performed annually or shall follow procedures specified, herein, as if all funds were subject to the requirements below.
 - 1) A statement by the executive financial official of the organization or city that they have read and adhered to the requirements of OMB Circular A - 1-33 and have met those requirements as they are applicable to their organization. This statement should be in written form and submitted to Gloucester County within thirty (30) calendar days following the end of the fiscal year of the Subrecipient;
 - 2) All requests to the County for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;
 - 3) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;
 - 4) Gloucester County shall periodically perform reviews of Subrecipient's financial records and systems not less often than one time during Subrecipient's fiscal year, including the review of Municipal records, at least annually, at the offices of the Subrecipient. This review should include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;

- 5) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by Gloucester County that these reportable conditions exist;
- 6) At each fiscal year end, the Subrecipient shall submit to Gloucester County a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the Gloucester County Community Development Block Grant Program and the expenditures for which these funds were used; and

The above procedures will provide the County's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to Gloucester County.

- D. The Subrecipient agrees to have its Single Audit or other independent audit performed in conformance with these Federally-required and Gloucester County stipulations, at its own cost and not payable with CDBG funds.
 - E. The Subrecipient further agrees to send a copy of its Single Audit Report or independent auditor's report to the Gloucester County Community Development Program as soon as practicable following the close of the Subrecipient's fiscal year, but in no case shall the audit report be submitted to the Gloucester County Community Development Program later than 9 months following the close of the Subrecipient's fiscal year which is the subject of the audit in question.
 - F. The County reserves the right to recover, from non-CDBG sources of the Subrecipient any CDBG expenses of the Subrecipient which are questioned or disallowed by the Subrecipient's independent auditor or by Gloucester County's independent auditor as a part of their review of the Subrecipient's audit.
23. The Subrecipient shall comply with all the applicable requirements of 24 CFR 570 [CDBG Regulations], the "Common Rule" [24 CFR Parts 84 and 85 – as applicable], OMB Circulars A-87, A-110, A-122, and A-133, as applicable. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the Gloucester County Community Development Program, upon request.

24. PERFORMANCE

The Subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in Exhibit 2 [Scope of Services]. Failure to maintain an adequate level of service or provide a quantifiable increase in services over the specified time period as defined by this agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant agreement with CDBG funds being reimbursed to the County; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

CENTER FOR FAMILY SERVICES

COUNTY OF GLOUCESTER

(Signature)

(Signature)

By: _____
(Typed Name/Title)

By: **ROBERT M. DAMMINGER**, Freeholder Director
(Typed Name/Title)

Date: _____

Date: _____

ATTEST:

ATTEST:

(Signature)

(Signature)

BY: _____
(Typed Name/Title)

By: **ROBERT N. DILELLA**, Clerk of the Board
(Typed Name/Title)

Date: _____

Date: _____

Approved by Resolution dated:

Approved by Resolution dated:

EXHIBIT 1
CERTIFICATIONS

EXHIBIT 1

**COMMUNITY DEVELOPMENT BLOCK GRANT
GRANTEE CERTIFICATIONS**

In accordance with the Housing and Community Development Act of 1974, as amended, ("the Act") and with 24 CFR 570 of the Community Development Block Grant regulations, the Subrecipient certifies that:

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from Gloucester County;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in the Agreement and directing and authorizing its appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;
- (c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of which funds are proposed to be used, and provides for participation of residents in low and moderate income neighborhoods, as defined by the County;
- (d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement;
- (e) Provides for the public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (g) The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
 - 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (h) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Gloucester County Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1. Funds received under section 107 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or
 - 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;
- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606.
- (m) It has adopted and is enforcing:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - 2. A policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

(n) To the best of its knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of any Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or and employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph (n) of this certification to be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;

(o) It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about-
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance program's; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will;
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted-

- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1,2,3,4,5, and 6.
8. The site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

CENTER FOR FAMILY SERVICES

CENTER FOR FAMILY SERVICES

250 South Delsea Drive
Glassboro, NJ 08028

GLOUCESTER COUNTY, NEW JERSEY

(p) It will comply with the other provisions of the Act and with other applicable laws.

Signature – Municipal Mayor

Typed Name – Municipal Mayor

Date

ATTEST:

Signature of Person Attesting Signature by Municipal Mayor

Typed Name – Person Attesting Signature by Municipal Mayor

Title – Person Attesting Signature by Municipal Mayor

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph n

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification – Paragraph 0

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in Paragraph (o).
2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the County awards the grant. If it is later determined that the Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Work Place Act.
3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.
4. Workplace identifications must include the actual address of building (or parts of buildings) or other sites where work under the grant takes place.
5. If the workplace identified to the County Changes during the performance of the grant, the Subrecipient shall inform the County of the change(s), if it previously identified the workplace in question (see paragraph three).
6. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-free workplace common rule apply to this certification. Municipal attention is called in particular, to the following definitions from these rules:

“Controlled substance” means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

“Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charges with the responsibility to determine violations of the Federal or State criminal drug statutes;

“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

“Employee” means the employee of a Subrecipient directly engages in the performance of work under a grant provided through this Agreement, including: (i) All “direct Charge” employees; (ii) all “Indirect charge” employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient's payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the Subrecipient's payroll; or employees of Municipalities or subcontractors in covered workplaces).

EXHIBIT 2
SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

The following activities and/or projects shall be carried out by the Subrecipient, under the terms of this Agreement and its accompanying certifications and reporting requirements:

Agency: **CENTER FOR FAMILY SERVICES**

Activity Name: **Installation of a fire suppression system at residential youth facility**

Activity Number: **CD-11-PF#1**

National Objective: **Low-Mod Income Benefit Lot 2 Block 1903**

ACTIVITY DESCRIPTION

The total **PY 2011 CDBG** budget for this activity is for the total amount of **\$75,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **February 14, 2013**.

This is a Public Facilities Improvement Activity to install a fire suppression system at the residential youth facilities for foster and aging out youth. Sprinklers are required by the state DCA. It is anticipated that his project will be completed by the Summer of 2012. This agreement will be for a term of one year commencing February 15, 2012 and terminate February 14, 2013.

EXHIBIT 3

AGREEMENT AMENDMENTS

[Add Amendments if applicable]

EXHIBIT 4

LEASE AGREEMENT

[Add if applicable]

EXHIBIT 5

PROPERTY USE REQUIREMENTS

[Add if Applicable]

B2

RESOLUTION ESTABLISHING A FOUR-TON WEIGHT LIMIT ON COUNTY ROUTE 694 A/K/A LAKE AVENUE-FRANKLIN STREET IN THE BOROUGH OF SWEDESBORO AND TOWNSHIP OF WOOLWICH

WHEREAS, truck traffic volumes and safety concerns warrant the prohibition of truck traffic on County Route 694 a/k/a Lake Avenue/Franklin Street in the Borough of Swedesboro, and Township of Woolwich (hereinafter the "Roadway"); and

WHEREAS, the Gloucester County Engineering Department has studied the Roadway, and determined that the Roadway warrants the prohibition of trucks in accordance with State of New Jersey Department of Transportation (hereinafter "NJDOT"); and

WHEREAS, the NJ DOT has recommended this change, along with a concurrence from the affected municipalities, the Township of Woolwich and Borough of Swedesboro.

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

SECTION I: Limiting use of Certain Streets by Commercial Vehicles

Commercial Vehicles over the gross vehicle weight (GVW) are hereby excluded from the streets or parts of streets described below, except for the pickup and delivery of goods and materials on such streets:

<u>Name of Street</u>	<u>Tons</u>	<u>Location</u>
County Route 694 a/k/a Lake Avenue-Franklin Street	4	Between Kings Highway (CR551) and Glen Echo Road-Franklinville Road (CR538)

SECTION II: This Resolution shall take effect upon approval by the Commissioner of the NJDOT.

SECTION III: The County Engineer shall send two certified copies of this Resolution to the NJDOT for approval by the Commissioner.

BE IT FURTHER RESOLVED that appropriate signs shall be installed by the County establishing the truck prohibition.

ADOPTED at a regular meeting of the Board of Chosen Freeholder, County of Gloucester and State of New Jersey held on Wednesday, February 15, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**ROBERT N. DI LELLA,
CLERK OF THE BOARD**

B3

RESOLUTION AUTHORIZING A CONTRACT CHANGE ORDER INCREASE #01-FINAL WITH SOUTH STATE, INC. IN THE AMOUNT OF \$15,422.00

WHEREAS, the County of Gloucester (hereinafter the "County") had previously received bids for the construction of the Resurfacing and Safety Improvements to Greentree Road/County Route 651, from Chapel Heights Road (CR 639) to Egg Harbor Road (CR 630) in the Township of Washington, New Jersey, Federal Project Number FS-C00S(111) ARRA Federal Stimulus Project, Engineering Project #10-08FA (hereinafter the "Project"); and

WHEREAS, a contract for the construction of the Project was previously awarded to South State, Inc., with offices at P.O. Box 68, Bridgeton, NJ 08302 (hereinafter "South State") for a total amount of \$736,870.35; and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer, has recommended a Change Order Increase #01-Final, which will increase the total amount of the contract with South State by \$15,422.00, resulting in a new total contract amount of \$752,292.35; and

WHEREAS, the Change Order is necessitated by supplemental items, including lowering junction boxes, guide rail end treatments, and increases and decreases in Project items based on actual field conditions; and

WHEREAS, this Project is 100% Federal Aid Funded; and

WHEREAS, the Purchasing Agent of the County has certified the availability of funds in the amount of \$15,422.00, pursuant to C.A.F. #12-01148, which amount shall be charged against budget line item G-02-10-061-000-12226.

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

1. That the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "Board") does hereby approve the hereinabove referenced Change Order; and
2. That the Director of the Board, and the Clerk of the Board, be and are hereby authorized to execute said Change Order for the aforementioned purpose on behalf of the County; and
3. That the Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute any required New Jersey Department of Transportation Local Aid Federal Aid Change Order Increase #01-Final regarding the Contract for the Project; and to execute any other documents required to effectuate the purposes of this Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 15, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID
FEDERAL AID CHANGE ORDER**

Sheet 1 of 2
Order No: 1 Final
Order Letter: _____
Date: 2-1-12

B3

Project: Resurfacing & Safety Improvements to Greentree Rd, CR 851 from Chapel Heights Rd to Egg Harbor Rd, Washington Twp.
Federal Project No: FS-C00S (111) ARRA Federal Stimulus Project Doc. No. _____
Contractor: South State Inc.

You are hereby directed to implement the following changes in accordance with the provisions of the specifications for this contract.

Location of the proposed order: Various Locations on the project

Nature and reason for order: Asbuilt Quantities based on actual field conditions including supplemental items for lowering junction boxes and new guiderail end treatments

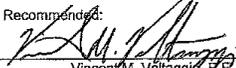
Extension Reduction of time recommended for this order: No change

CONTRACT AMOUNT	ROAD	BRIDGE	TOTAL
Amount of original contract:	\$736,870.35		\$736,870.35
Adjusted amount based on orders No. 1 :	\$752,292.35		\$752,292.35

CONTRACT TIME
Original Completion Date:
Adjustment This Order: (+ or -) _____
Previous Adjustments: (+ or -) _____
Adjusted Completion Date:

ORDER NO.	<input checked="" type="checkbox"/> Road	Bridge	<input type="checkbox"/> Other
1			
	Road	Bridge	Total
Extra Work:	\$10,351.25	\$0.00	\$10,351.25
Increases:	\$72,929.50	\$0.00	\$72,929.50
Decreases:	-\$67,858.75	\$0.00	-\$67,858.75
Total:	\$15,422.00	\$0.00	\$15,422.00

RESERVED FOR FHWA OR F.T.A.

Recommended by:


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

2-2-12
Date

Approved:

Robert M. Damming
Freeholder Director

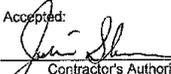
Date

Approved for Funding Participation Purposes:

Manager, District #4, Local Aid

Date

ALTERNATE PROCEDURES PROJECTS	
This order is approved for Federal participation:	
Director, Local Aid & Economic Development	Date

Accepted:


Contractor's Authorized Signature
Name: Jim Sh
Title: PM

2-2-2012
Date

CONTRACTS PAYABLE SECTION	
Reviewed by: _____	Date
Input Submitted by: _____	Date
Certification of Funds:	Date
Director of Accounting & Auditing	Date

Unprotected
 Protested by letter dated _____ attached.

NEW JERSEY DEPARTMENT OF TRANSPORTATION
 LOCAL AID
 FEDERAL AID CHANGE ORDER

Sheet 2 of 2
 Order No: 1 Final
 Order Letter: _____
 Date: 2-1-12

Project: Resurfacing & Safety Improvements to Greentree Rd, CR 651 from Chapel Heights Rd to Egg Harbor Rd, Washington Twp.
 Federal Project No: FS-C00S (111) ARRA Federal Stimulus Project Doc. No. _____
 Contractor: South State Inc.

ITEM NO.	DESCRIPTION	QUANTITY (+/-)	UNIT PRICE	
Decreases				
3	Excavation, Unclassified	41	\$2.00	\$82.00
4	HMA Milling 3" or Less	5,184	\$0.45	\$2,332.80
6	Inlet Filter, Type 1	80	\$0.01	\$0.80
8	DGA Base Course, 6" Thick	400	\$2.50	\$1,000.00
9	HMA 19H64 Base Course, 4" Thick	6	\$10.00	\$60.00
10	Reset Beam Guide Rail with Existing Post	250	\$9.25	\$2,312.50
11	Beam Guide Rail Block Out	30	\$8.00	\$240.00
12	Beam Guide Rail	12	\$20.00	\$240.00
13	Beam Guide Rail Post	16	\$40.00	\$640.00
15	Traffic Stripes LL, Epoxy, 4"	2703	\$0.25	\$675.75
16	Traffic Stripes LL, Epoxy, 8"	955	\$0.50	\$477.50
17	Regulatory and Warning Signs	334	\$20.00	\$6,680.00
20	RPM Mono Directional, White	67	\$24.00	\$1,608.00
21	Turf Repair Strip	4000	\$0.20	\$800.00
22	RPM Bi-Directional, Red/White Lens	5	\$24.00	\$120.00
30	Breakaway Barricades	60	\$0.01	\$0.60
31	Fuel Price Adjustment	1	\$4,100.00	\$4,100.00
32	Asphalt Price Adjustment	1	\$44,074.80	\$44,074.80
33	Controlled Low Strength Material	100	\$8.00	\$800.00
35	Concrete Driveway, 6" Thick	15.3	\$80.00	\$1,224.00
39	Detectable Warning Surface	39	\$10.00	\$390.00
			Total Decreases	\$67,858.75
Increases				
5	HMA 12.5H64, Surface Course, 3" Thick	731.6	\$67.00	\$49,017.20
7	Tack Coat	3,880	\$0.01	\$38.80
14	Traffic Markings, Thermoplastic	1930	\$2.40	\$4,632.00
18	RPM Amber Lens	30	\$24.00	\$720.00
19	RPM Bi-Directional, Blue Lens	1	\$24.00	\$24.00
24	Police Traffic Directors	83	\$60.00	\$4,980.00
36	HMA Driveways, 2" Thick	49	\$30.00	\$1,470.00
37	9" x 18" Concrete Vertical Curb	311	\$35.00	\$10,885.00
38	Concrete Sidewalk, 4" Thick	11.5	\$55.00	\$632.50
40	Pedestrian Signal Head (Countdown Timer)	2	\$265.00	\$530.00
			Total Increases	\$72,929.50
Extras				
41S	Lower Two Junction Boxes	2	\$1,750.00	\$3,500.00
42S	FLEAT SP	3	\$2,283.75	\$6,851.25
			Total Extras	\$10,351.25
			Total Amount Change Order No. 1 Final	\$15,422.00

Amount of Original Amount: \$736,870.35
 Adjusted Amount Based on Change Order No. 1 Final: \$752,292.35
 Total Change (+ or -): \$15,422.00
 % of Change in Contract: 2.09%
 [(+) Increase or (-) Decrease]

COUNTY OF GLOUCESTER
CHANGE ORDER FORM

1. Name & Address of Vendor: South State Inc.
P.O. Box 68
Bridgeton N.J. 08302
2. Description of Project or Contract: Resurfacing & Safety Improvements to Greentree Road CR 651 Washington Twp.
3. Date of Original Contract: August 17, 2011
4. P.O. Number: 11-07301
5. Amount of Original Contract: \$736,870.35
6. Amount of Previously Authorized Change Order \$0.00
7. Amount of this Change Order No 1 Final ✓ \$15,422.00
8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) ✓ \$752,292.35
9. Need or Purpose of this Change Order: Supplemental items including lowering junction boxes and guiderail end treatments. Increases and decreases items based on actual field conditions. This project is 100% federally funded.

This change order requested by *[Signature]* on 2-2-12
(Department Head) (Date)

Accepted by *[Signature]* on 2-2-2012
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

_____ By: _____
Robert N. DiLella, Clerk Robert M. Damminger, Director

To ALL VENDORS:
THIS CHANGE ORDER IS NOT OFFICIAL NOR AUTHORIZED UNTIL SUCH TIME AS THIS CHANGE ORDER IS ACCEPTED BY THE BOARD OF CHOSEN FREEHOLDERS, COUNTY OF GLOUCESTER WITH APPROPRIATE RESOLUTION.

B3

COUNTY OF GLOUCESTER
P. O. Box 337
Woodbury, N. J. 08096

Certificate of Availability of Funds

TREASURER'S NO. 12-01148 DATE February 02, 2012

G-02-10-061-000-12226 (\$15,422.00)

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$15,422.00 COUNTY COUNSEL August E. Knestaut, Esq.

DESCRIPTION:

Contract Change Order Increase #01-Final, for Supplemental items including lowering junction boxes and guide rail end treatments. Increases and decreases items based on actual field conditions, in association with the Project "Resurfacing and Safety Improvements to Greentree Road, County Route 651, from Chapel Heights Rd (CR 639) to Egg Harbor Rd (CR 630), Washington Twp., Gloucester County, as per Federal Project Number FS-C00S(111) ARRA Federal Stimulus Project, Engineering Project #10-08FA

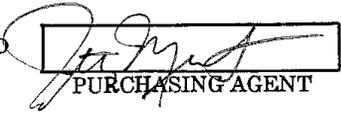
VENDOR: South State, Inc.

ADDRESS: P.O. Box 68

Bridgeton, NJ 08302


DEPARTMENT HEAD APPROVAL

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

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 2-7-12

Meeting Date: February 15, 2012

B4

RESOLUTION AUTHORIZING THE SALE OF TWO (2) PROPERTIES CURRENTLY OWNED BY THE COUNTY OF GLOUCESTER, NO LONGER NEEDED FOR ANY PUBLIC PURPOSE, DESIGNATED AND KNOWN AS FOLLOWS: TAX BLOCK 22, LOTS 2 & 3, TOWNSHIP OF HARRISON

WHEREAS, the County of Gloucester (hereinafter the "County") is authorized to sell real property under and pursuant to the Local Lands and Building Law, N.J.S.A. 40A:12-1, et seq; and

WHEREAS, the County is the owner of the following properties: Block 22, Lots 2 & 3, both in the Township of Harrison (hereinafter collectively referred to as the "Properties"); and

WHEREAS, the Properties are not needed by the County for any public purpose or use; and

WHEREAS, the County desires to sell the Properties not needed for any public purpose or use consistent with the terms and provisions of the Local Lands and Building Law, N.J.S.A. 40A:12-1, et seq.; and

WHEREAS, it is appropriate for the County to expose the Properties to public sale by auction consistent with the terms and provisions of the Local Lands and Building Law in order to sell the Properties; and

WHEREAS, the County has determined that given current economic conditions it is in the best interest of the County to conduct the public auction of and for the Properties with no minimum bid threshold, while reserving the County's right to reject all bids received; and

WHEREAS, it is in the best interest of the County that a public auction be held for the Properties.

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

1. Pursuant to N.J.S.A. 40A:12-13(a) of the Local Lands and Building Law, the Properties, which are no longer needed by the County for any public purpose or use, be, and the same hereby are, authorized to be sold to the highest bidder at an open public auction with no minimum bid being required.
2. The public auction of the Properties shall be held by the County's Purchasing Agent at the Offices of the County's Purchasing Agent located , 2 South Board Street, Woodbury, New Jersey 08096 in the County Main Conference Room (2nd floor), on a date to be determined by the County's Purchasing Agent, and publicly advertised by the Board Clerk. Once all written bids for the Properties are received and opened, all bidding shall begin and close with the highest bid received for each of the Properties. All bids shall be in writing at the time set for receiving bids. Bids may be accepted prior to the date, time and place established for the receipt of same. However, no bids shall be accepted after the date, time and place established for receipt of bids, per this Resolution. All bids will be reported by the County's Purchasing Agent to the Board no later than the second regular meeting of the Board after the auction, whereupon the Board may reject the highest bids if determined to be inadequate.
3. The County is offering the Properties for sale in their present condition. The Properties are being sold "as is", and without any representation or warranty, either expressed or implied, as to their present condition. The County shall not be required to expend any funds in connection with any potential environmental investigation, assessment and/or remediation that may be required.
4. The sale of the Properties shall be made subject to: (a) such state of facts which an accurate survey may disclose; (b) easements and restrictions of record, if any; (c) tenants, leaseholds, and rights of persons in possession; and, (d) all federal, state, county, and municipal laws, statutes, codes, ordinances, rules and regulations effecting the Properties, including but not limited to there use and occupation.

5. The County reserves the following rights with regard to the sale of the Properties: (a) to adjourn the sale at the time of sale for not more than two (2) weeks without re-advertising the sale; (b) to reject any and all bids received; and, (c) that any sale is subject to authorization by the Board, by resolution, which authorization may be granted or denied within thirty (30) days of the auction.
6. Prospective bidders should examine the Properties prior to bidding. Prospective bidders will be given an opportunity to inspect the Properties prior to the auction to ascertain the condition of the Properties. The County believes title to the Properties are insurable by a reputable title insurance company at regular rates subject to easements and restrictions of record in effect on the date of the public auction, such as federal, state, county, and municipal laws or regulations that may be in effect and apply on the date of the public auction; and to such state of facts as an accurate survey and a visual inspection of the Properties as of the date of the auction may disclose. In the event the County cannot convey insurable title to any one (1) of the Properties, the sole liability to the County shall be the return, without interest, of all monies paid by the purchaser to the County. Objections to insurability of title must be made by the purchaser to County Counsel within ten (10) days after authorization of the sale by the Board. If the Purchaser fails to notify the County in accordance with this paragraph, purchaser shall be deemed to have waived all objections to title.
7. Prospective bidders are put on notice to consult either the Water and Sewage departments or the Municipal Utilities Authorities in the municipalities where the Properties are located regarding existing water and sewer facilities.
8. Notice is hereby given that the County has retained the services of NAI Mertz, a real estate company, to perform realtor services for the County, including, but not limited to, assisting the County with the auction and sale of the Properties. Notice is further given that the County intends to pay a commission to NAI Mertz in accordance with the terms and provisions of N.J.S.A. 40A:12-13 of the Local Lands and Building Law, and further in accordance with NAI Mertz's contract with the County dated December 29, 2011.
9. The highest bidder for each of the Properties shall be required to deposit with the County after the conclusion of the bidding ten percent (10%) of the bid price by cash, certified or cashier check, which deposit shall be held in escrow by NAI Mertz for the County. If the Board rejects the bid, and denies authorization for the sale of a specific property, then the County shall refund the bidder his entire deposit without interest within fifteen (15) days of the Board's rejection of the bid; and bidder shall have no further obligation to, or claim against, the County regarding the bid and sale. If the Board accepts the bid, and authorizes the sale, then the bidder's deposit shall be credited against the purchase price in the Contract of Sale.
10. The balance of the purchase price shall be paid by certified or cashiers check to the County after closing upon delivery of the deed. This closing shall take place within forty five (45) days after acceptance of a bid, and the authorization for the sale, by the Board. All usual adjustments shall be made as of the date of the transfer of title.
11. Prospective bidders are put on notice that if the Board accepts its bid for a property, and authorizes the sale of same, that the purchaser shall be required to pay in addition to the purchase price for the property at closing a "Buyers Premium", which shall be paid to the County's Realtor, NAI Mertz, as reimbursement for marketing expenses allocated to the particular property being sold that were actually incurred by NAI Mertz. This "Buyers Premium" shall be paid in addition to the purchase price, and shall be paid by the purchaser at closing. The "Buyers Premium" for each of the Properties will be announced by the County prior to the opening of bids, and bidding, for each of the Properties.
12. The County makes no representations or warranties as it relates to the zoning of any of the Properties.
13. Title shall be transferred by a Bargain and Sale Deed, and the Properties shall be conveyed subject to all conditions of this Resolution, and subject to all the terms and provisions of the Local Lands and Building Law, N.J.S.A. 40A:12-1, et seq.

14. As required pursuant to N.J.S.A. 40A:12-13(a) of the Local Lands and Building Law, the Board Clerk shall publish a notice to bidders and copy of this Resolution authorizing sale of the Properties to the highest bidder in the *Gloucester County Times* by two (2) insertions at least once a week over a period of two (2) consecutive weeks, the last publication to be made no earlier than seven (7) days prior to the sale.
15. The County Administrator, County Counsel, County Purchasing Agent, and all other necessary and appropriate County staff are hereby authorized to take all necessary steps to advertise and offer the Properties for sale, and to conduct an auction to accomplish the sale, all in accordance with the Local Lands and Building Law, N.J.S.A. 40A:12-1, et seq.
16. No employee, agent, officer, body or subordinate body has any authority to waive, modify or amend any of the conditions of sale without the express approval by resolution of the Board.
17. The Board's Director and Clerk shall execute a Contract of Sale for and on behalf of the County with any successful bidder within twenty (20) days after acceptance of the bid and authorization of the sale by the Board upon terms and conditions consistent herewith, and upon any additional terms and conditions which are necessary to effectuate the purposes herein, and to secure the best interest of the County; provided that any additional terms and conditions shall not be inconsistent with the terms and conditions of this Resolution.
18. The Purchaser shall not assign or transfer the Contract of Sale, or any interest therein, without the prior written approval of the County. Any assignment or transfer without such approval shall be void, and shall constitute a default and breach.
19. Any resolutions, ordinances, or portions thereof, which are inconsistent with this Resolution are hereby repealed to the extent of any such inconsistency.
20. The Purchaser shall be required, as a condition of any sale, to grant to the County an additional Road Easement across the entire frontage(s) of the Properties at Route US 322, for an additional width of 26.75 feet from the current right-of-way line into and parallel with the said existing right-of-way line (approximate area of 1,739 square feet for each lot).

ADOPTED a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held at Woodbury, New Jersey on Wednesday, February 15, 2012.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

C1

**RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER
THROUGH ITS DEPARTMENT OF HEALTH AND SENIOR SERVICES
TO ENTER INTO CONTRACTS WITH THE FOLLOWING ENTITIES
FROM JANUARY 1, 2012 TO DECEMBER 31, 2012:**

<u>ENTITY</u>	<u>MAXIMUM CONTRACT AMOUNT</u>
GLOUCESTER COUNTY DEPARTMENT OF HEALTH, EDUCATION/DISABILITY & SENIOR SERVICES	\$49,000.00;
GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES	\$132,245.00;
ALL ABOUT CARE, LLC	\$85,300.00;
GLOUCESTER COUNTY DEPARTMENT OF HUMAN SERVICES	\$81,127.00;
GLOUCESTER COUNTY DEPARTMENT OF HEALTH	\$21,500.00

WHEREAS, the County of Gloucester (hereinafter the "County") has determined that it is necessary and appropriate to provide various services by appointment for seniors in the County age sixty (60) or older to address various needs of the senior population in the County and by Resolution dated June 27, 2001, the County's Board of Chosen Freeholders authorized the use of competitive contracting in order to solicit proposals for various programs for seniors; and

WHEREAS, the County requested proposals from interested providers through Request for Proposals for Area Plan Contracts and PEER grouping consistent with the terms and provisions of N.J.S.A. 40A:11-4.1A, and N.J.A.C. 5:34-4.1; and

WHEREAS, the County's Purchasing Director has consistent with the applicable statutes prepared a Report dated August 16, 2011, and delivered that report to the County's Board of Chosen Freeholders (hereinafter the "Report"); and

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

- **Gloucester County Department of Health, Education, Education/Disability & Senior Services**, 1340 Tanyard Road, Sewell, N.J. 08080, for the provision of the Blind/Visually Impaired Program (#070) for a minimum contract amount of zero and a maximum contract amount of \$49,000.00 (Grant Funds \$36,600 (SSBG); Local Public Match \$12,200; Estimated Client Donations \$200);
- **Gloucester County Division of Social Services**, 400 Hollydell Drive, Sewell, N.J. 08080, for the provision of the Adult Protective Services Program (#065) for a minimum contract amount of zero and a maximum contract amount of \$132,245.00 (Grant Funds \$97,576 (APS); Local Public Match \$34,669);
- **All About Care LLC.**, 870 Mantoloking Road, Brick, N.J. 08723, for the provision of the Personal Care/ Homemaker Services Program (# 086) for a minimum contract amount of zero and a maximum contract amount of \$47,600.00 (Grant Funds \$47,500 (IIB); Estimated Client Donations \$100);
- **All About Care LLC.**, 870 Mantoloking Road, Brick, N.J. 08723, for the provision of the Housekeeping Services Program (#087) for a minimum contract amount of zero and a maximum contract amount of \$9,600.00 (Grant Funds \$9,500 (IIB); Estimated Client Donations \$100);
- **All About Care LLC.**, 870 Mantoloking Road, Brick, N.J., 08723, for the provision of the Auxiliary Personal Care Services Program (#085) for a minimum contract amount of zero and a maximum contract amount of \$28,100.00 (Grant Funds \$17,500 (III E)-\$10,500 (III E State Match); Estimated Client Donations \$100);
- **Department of Human Services**, 115 Budd Blvd, West Deptford, N.J. 08096, for the provision of the Non-Emergency Medical Transportation Program (# 003) for a minimum contract amount of zero and a maximum contract amount of \$40,940.00 (Grant Funds \$39,000 (IIB); Local Public Match \$1,440; Estimated Client Donation \$500);
- **Department of Human Services**, 115 Budd Blvd, West Deptford, N.J. 08096, for the provision of the Blind/Visually Impaired Transportation Program (#035) to the elderly on behalf of the Gloucester County Division of Senior Services for a minimum contract amount of zero and a maximum contract amount of \$11,600.00 (Grant Funds \$11,500 (IIB); Estimated Client Donation \$100);
- **Department of Human Services**, 115 Budd Blvd, West Deptford, N.J. 08096, for the provision of the Escorted Transportation Program (#060) for a minimum contract amount of

- zero and a maximum contract amount of \$25,587.00 (Grant Funds \$25,667 (SHTP); Local Public Match \$2,820; Estimated Client Donation \$100);
- **Gloucester County Department of Health**, 204 East Holly Ave., Sewell, N.J. 08080, for the provision of the Physical Health-Tai Chi & P.A.C.E. (People with Arthritis Can Exercise) Program (#008) for a minimum contract amount of zero and a maximum contract amount of \$8,730.00 (Grant Funds \$2,060(IIIB)-\$2,064. (IIID); Local Public Match \$4,506; Estimated Client Donations \$100);
 - **Gloucester County Department of Health**, 204 East Holly Ave., Sewell, N.J. 08080, for the provision of the Senior Health Connection Program (#009) for a minimum contract amount of zero and a maximum contract amount of \$12,770.00 (Grant Funds \$11,870. (IIID); Local Public Match \$800; Estimated Client Donations \$100); and

WHEREAS, the Contracts shall be for the period commencing January 1, 2012 and concluding December 31, 2012, and shall be contingent upon grant funding under the Area Plan Grant awarded by the State of New Jersey, Department of Health and Senior Services for the year 2012; and

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

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board of Chosen Freeholders and the Clerk of the Board of Chosen Freeholders, be, and are hereby authorized to execute contracts for the period commencing January 1, 2012 and concluding December 31, 2012, with each of the following entities as follows:

- **Gloucester County Department of Health, Education, Education/Disability & Senior Services**, for the provision of the Blind/Visually Impaired Program (#070) for a minimum contract amount of zero and a maximum contract amount of \$49,000.00 (Grant Funds \$36,600 (SSBG); Local Public Match \$12,200; Estimated Client Donations \$200);
- **Gloucester County Division of Social Services**, for the provision of the Adult Protective Services Program (#065) for a minimum contract amount of zero and a maximum contract amount of \$132,245.00 (Grant Funds \$97,576 (APS); Local Public Match \$34,669);
- **All About Care LLC.**, for the provision of the Personal Care/ Homemaker Services Program (# 086) for a minimum contract amount of zero and a maximum contract amount of \$47,600.00 (Grant Funds \$47,500 (IIIB); Estimated Client Donations \$100);
- **All About Care LLC.**, for the provision of the Housekeeping Services Program (#087) for a minimum contract amount of zero and a maximum contract amount of \$9,600.00 (Grant Funds \$9,500 (IIIB); Estimated Client Donations \$100);
- **All About Care LLC.**, for the provision of the Auxiliary Personal Care Services Program (#085) for a minimum contract amount of zero and a maximum contract amount of \$28,100.00 (Grant Funds \$17,500 (III E)-\$10,500 (III E State Match); Estimated Client Donations \$100);
- **Department of Human Services**, for the provision of the Non-Emergency Medical Transportation Program (# 003) for a minimum contract amount of zero and a maximum contract amount of \$40,940.00 (Grant Funds \$39,000 (IIIB); Local Public Match \$1,440; Estimated Client Donation \$500);
- **Department of Human Services**, for the provision of the Blind/Visually Impaired Transportation Program (#035) to the elderly on behalf of the Gloucester County Division of Senior Services for a minimum contract amount of zero and a maximum contract amount of \$11,600.00 (Grant Funds \$11,500 (IIIB); Estimated Client Donation \$100);
- **Department of Human Services**, for the provision of the Escorted Transportation Program (#060) for a minimum contract amount of zero and a maximum contract amount of \$25,587.00 (Grant Funds \$25,667 (SHTP); Local Public Match \$2,820; Estimated Client Donation \$100);
- **Gloucester County Department of Health**, for the provision of the Physical Health-Tai Chi & P.A.C.E. (People with Arthritis Can Exercise) Program (#008) for a minimum contract amount of zero and a maximum contract amount of \$8,730.00 (Grant Funds \$2,060(IIIB)-\$2,064. (IIID); Local Public Match \$4,506; Estimated Client Donations \$100);
- **Gloucester County Department of Health**, for the provision of the Senior Health Connection Program (#009) for a minimum contract amount of zero and a maximum contract amount of \$12,770.00 (Grant Funds \$11,870. (IIID); Local Public Match \$800; Estimated Client Donations \$100); and

BE IT FURTHER RESOLVED, that the Clerk of the Board shall publish a notice in the official newspaper summarizing the award of the contracts which summary shall include, but not be limited to, the nature, duration and amount of the contract, the name of the service provider, and a statement that the resolution and contract are on file and available for public inspection in the Office of the Clerk of the Board; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 15 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

CI

REQUEST FOR PROPOSALS (R.F.P.)		2012 Area Plan Contract	Requested	Award	RFP
RFP Grading/Awards List		Service Programs	Funding	Anticipated Award	Grade
Adult Day Care					
Guardian Programs			\$26,000.00	\$26,000.00	97
Personal Care & Housekeeping Services					
All About Care- Personal Care Services			\$47,500.00	\$47,500.00	94
All About Care-Housekeeping Services			\$9,500.00	\$9,500.00	92
All About Care- Auxiliary Personal Care			\$28,000.00	\$28,000.00	92
Home to Stay- Personal Care Services			\$47,000.00		54
Home to Stay- Housekeeping Services			\$9,500.00		56
Home to Stay- Auxiliary Personal Care			\$28,000.00		60
Attentive Care-Personal Care Services			\$47,500.00		78
Attentive Care-Housekeeping Services			\$9,500.00		78
Visiting Nurse & Hospice- Certified Home Health Aide			\$56,000.00	\$56,000.00	94
Attentive Care Inc.- Certified Home Health Aide			\$56,000.00		78
South Jersey Legal Services Inc.- Legal Services Program			\$9,500.00	\$9,500.00	96
Glassboro Senior Citizen's Center	Aid to Municipal Centers		\$14,400.00	\$14,400.00	96
Glassboro Housing Authority	Housekeeping for GHA Residents		\$57,100.00	\$57,100.00	94
Glouc. Co. Division of Education/Disability Serv.	B/V/I Counseling/Care Mgmt		\$36,600.00	\$36,600.00	92
Glouc County Division of Social Services	Adult Protective Services		\$97,576.00	\$97,576.00	91
Gloucester County	Dept. of Health- Senior Health Connection		\$12,800.00	\$11,900.00	97
Glouc. Co. Dept. of Health	Tai-Chi/Walking Exercise Program		\$4,224.00	\$4,224.00	94
Glouc. County College	RSVP Friendly Visitor focusing on Reading&Writing		\$2,500.00	\$2,500.00	94
Glouc. County College	RSVP Wellness Program		\$4,300.00	\$4,300.00	94
Glouc. County Division of Transportation Services	Escorted Transportation		\$25,642.00	\$25,642.00	97
Glouc. County Division of Transportation Services	Blind/Visually Impaired		\$11,500.00	\$11,500.00	96
Glouc. County Division of Transportation Services	Medical Transport		\$39,000.00	\$39,000.00	99
Peer Grouping					
All About Care LLC	Personal Home Care		\$40,000.00	\$40,000.00	92
Home to Stay	Personal Home Care		\$40,000.00		56
Peer Grouping					
Evergreen Court	Adult Day Care		\$8,800.00	\$8,000.00	94
Guardian Programs	Adult Day Care		\$15,000.00	\$17,000.00	99

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COUNTY OF GLOUCESTER

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

INTER-AGENCY/DEPARTMENTAL AGREEMENT

GRANT AGREEMENT NUMBER 009 DATE 1/1/2012

APPROPRIATION CODE _____

PROJECT SENIOR HEALTH CONNECTION

GRANTEE Department of Health and Senior Services

204 East Holly Ave.

Sewell, NJ 08080

GRANT AGREEMENT PAGES 1 THROUGH 12

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

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

INTER-AGENCY/DEPARTMENTAL AGREEMENT
GENERAL PROVISIONS

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

GLOUCESTER COUNTY HEALTH DEPARTMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This agreement shall be effective as of the 1st day of January, 2012 and shall terminate no later than the 31st day of December, 2012.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 009

SCOPE OF SERVICES

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

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

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

The Senior Health Connection Program will provide health screenings and education using culturally sensitive materials to 152 participants at several non-traditional sites in Gloucester County.

Title III D Disease Prevention/Health Promotion

Evidence Based Justification

The Senior Connection Program provides a valuable service to the residents of Gloucester County. Despite national health education and promotion efforts, the incidence of cardiovascular diseases, diabetes, obesity and cancer continue to significantly impact health outcomes. Furthermore, minority and gender based disparities continue to exist. In a research study entitled “Review of Evidence and Explanations for Suboptimal Screening and Treatment of Dyslipidemia in Women”, the rate of screening for high risk males was significantly higher than females across multiple analytical points. The article concluded by describing corrective action to be taken by healthcare professionals. Included in that recommendation is alternative mechanisms by which screening and education can take place. “Clinicians need to be aware of the services their health system or insurance plan offers to help manage dyslipidemia in the face of competing time constraints, such as wellness clinics, preventive cardiology services, nutritional counseling, exercise programs, case management programs, and social workers who can educate patients about their eligibility for health care benefits.” (Kim, etal, 2003)

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

implementation of an online schedule of events. This web based calendar is easily accessed from the Gloucester County Home page. Screening locations and services are also advertised in the local mall and municipal halls throughout the county.

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

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

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

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 009

SCOPE OF SERVICES

GRANTEE: Gloucester County Department of Health and Senior Services

PROJECT TITLE: Senior Health Connection

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

152 minority clients	(75% of 203 clients)
152 clients low income minority	(75% of 203 clients)

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

OBJECTIVE:

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

SERVICE DEFINITION:

SERVICE TAXONOMY: 326

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

AMOUNT: \$ 12,770.

UNITS OF SERVICE: 203 (unit = each contact)

CLIENT COUNT: 203

UNIT COST: 62.91

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 009

	CASH	IN-KIND	TOTAL
Personnel	11,270.00	800.00	12,070.00
Consultants	-0-	-0-	-0-
Travel	100.00	-0-	100.00
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	500.00	-0-	500.00
Equipment	-0-	-0-	-0-
Other	100.00	-0-	100.00
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET COST	11,970.00	800.00	12,770.00
LESS:			
		Client Income	100
		USDA	-0-
		NET BUDGETED COST	12,670.00

III D	11,870.	93%
State Share	-0-	-0-%
State HDM Share	-0-	-0-%
Local Share	-0-	-0-%
Local Public	800	6%
Client Income	100	1%
TOTAL	\$ 12,770.	100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 009

METHOD OF MONITORING AND REPORTS REQUIRED

REPORTS

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

MONITORING:

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

MEETINGS:

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

CLIENT SURVEY:

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

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE RECIPIENT SHALL INCLUDE THE FOLLOWING PROVISIONS IN SUB-CONTRACTS, WITH ALL SUBCONTRACTORS OR THIRD PARTIES, THAT UTILIZE AREA PLAN FUNDING UNDER THIS CONTRACT

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY, UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS RELATED TO THE OLDER AMERICANS ACT.

2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER, WHICH WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THESE CONDITIONS ARE AS FOLLOWS:
 - A) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;
 - B) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND
 - C) FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED, NOW OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.
3. **OAA § 306(A)(4)(A)(II)(I)**; 42 U.S.C.A. § 3026(A)(4)(A)(II)(I): PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.
4. **OAA § 306(A)(4)(A)(II)(II)**; 42 U.S.C.A. § 3026(A)(4)(A)(II)(II): PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.
5. **OAA § 306(A)(4)(A)(II)(III)**; 42 U.S.C.A. § 3026 (A)(4)(A)(II)(III): PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.
6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS SUCH AGENCY RECEIVES OR EXPENDS TO PROVIDE SERVICES TO OLDER INDIVIDUALS WILL BE DISCLOSED TO THE STATE UNIT ON AGING OR THE COMMISSIONER FOR THE DEPARTMENT OF HEALTH AND SENIOR SERVICES UPON REQUEST.
7. AT THE DISCRETION OF THE AREA AGENCY ON AGING, SUBCONTRACT LANGUAGE FOR AGENCIES FUNDED THROUGH THE APC PROVIDING REGISTERED SERVICES, AND WHO HAVE BEEN IDENTIFIED BY THE AAA TO

HAVE SAMS LICENSES FOR CLIENT MANAGEMENT, SHOULD ALSO CONTAIN THIS LANGUAGE AS A REQUIREMENT OF RECEIVING FUNDING.

- A. **PROVIDER AGENCY WILL USE SAMS FOR ALL APC DATA REPORTING, CLIENT TRACKING AND ALL CARE MANAGEMENT FUNDED BY AND THROUGH DACS/AAA**

- B. **IF APPLICABLE, IN AN ADRC, THE PROVIDER AGENCY WILL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, RECORDING SERVICE DELIVERY, CLIENT CHARACTERISTICS AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.**

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT
NUMBERED 009 CONSISTS OF 12 PAGES NUMBERED
CONSEQUENTLY.

GRANTEE Gloucester County Health Dept.

204 East Holly Ave.

Sewell, NJ 08080

BY: _____ **Date** _____

TITLE: _____

FUNDING AGENCY

AREA AGENCY ON AGING: Gloucester County Division of Senior Services

BY: _____ **Date** _____

TITLE: Executive Director

GRANTOR:

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ **Date** _____

NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

CLERK OF THE BOARD

THIS AGREEMENT is dated this _____ day of _____, _____

C1

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

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

INTER-AGENCY/DEPARTMENTAL AGREEMENT

AGREEMENT NUMBER 070 DATE 1/1/2012

APPROPRIATION CODE _____

PROJECT BLIND/VISUALLY IMPAIRED PROGRAM

GRANTEE: Gloucester County Department of Health, Education/Disability & Senior Services

1340 Tanyard Road

Sewell, NJ 08080

INTER-AGENCY/DEPARTMENTAL AGREEMENT PAGES 1 THROUGH 10

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

GLOUCESTER COUNTY DIVISION OF SENIOR SERVICES

(Area Agency on Aging)

INTER-AGENCY/DEPARTMENTAL AGREEMENT

GENERAL PROVISIONS

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

Gloucester County Department of Health, Education/Disability & Senior Services

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This agreement shall be effective as of the 1st day of January, 2012 and shall terminate no later than the 31st day of December, 2012.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 070

SCOPE OF SERVICES

Blind/Visually Impaired Program addresses the need for adequate emotional adjustment and skills required to maintain independent functioning among eligible blind or visually impaired persons in Gloucester County. Counseling and case management services will be provided by a social worker in the client's home or the agency's office. Support activities in the form of seminars and a peer-counseling telephone program assist this program.

Supportive counseling allows a client to enhance their problem-solving ability, strengthen their ability to cope and adapt new attitudes and ways of performing activities of daily living which assist in adjustment to loss of sight. These factors have a positive effect on a client's ability to continue to live independently in the community. In addition, supportive counseling may be necessary for family members who are also struggling with their own adjustment issues regarding their loved one's loss of sight. As a result, the family member can become more beneficial in the ways he/she assists the client.

Care management services, also provided by the social worker, link clients with other appropriate community services and include follow-up to insure that the client receives these services.

The social worker will also be making weekly phone calls to the most isolated and vulnerable clients. This call checks on the mental and physical status of the individual as well as providing some social interaction.

SERVICE COMPONENTS of Care Management, as defined by the State Taxonomy:

Service activities should include:

- Completing a comprehensive evaluation or assessment to determine an individual's functional status.
- Determining the most appropriate type of counseling.
- Providing guidance in areas such as retirement planning, financial management, mediation, employment assistance or other types of informal counseling services.
- In the absence of a Housing Assistant, guidance in housing options such as Home sharing/Matching, reverse mortgage and other housing options.
- Providing information about other programs and services for which the client may be eligible and referring the client to proper services as necessary.
- Maintaining accurate client records describing the situation, counseling provided, and results achieved.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 070
SCOPE OF SERVICES

GRANTEE: Gloucester County Department of Health, Education/Disability & Senior Services

PROJECT TITLE: Blind/Visually Impaired Program

POPULATION TO BE SERVED: Blind or visually impaired county residents age 60 years or older with concerted efforts to target low income minority population in at least the same proportion as found in the population of older individuals of Gloucester County.

17 clients (at or below 100% poverty level) of which 7 are minority.

8 clients vulnerable (16% of 50)

50 clients frail/disabled (100.00% of 50)

9 clients low income minority (18% of 50)

SERVICE AREA: All of Gloucester County

OBJECTIVE: To provide supportive counseling and case management services to blind/visually impaired clients to improve their coping skills, problem solving techniques and develop a more positive outlook toward sight loss.

SERVICE DEFINITION: **SERVICE TAXONOMY:** 105, 329, 212

Care Management –(105) The development of a coherent care plan for arranging and coordinating the delivery of multiple services to vulnerable and/or functionally impaired older individuals. Unit = 1/2 hr

Supportive Counseling- (329) - Services designed to assist older persons by advising them or providing them with specific information so that they can make appropriate decisions and/or choices in the arrangement for or delivery of needed services. Unit = 1 hr

Housekeeping – (212) A service provided by a volunteer or paid staff person for routine basic upkeep and management of homes, for the purpose of enabling older persons to maintain themselves in their place of residence by removing housekeeping barriers. Determining that services are needed due to the fact that there is no family member or other responsible informal caregiver available or capable of providing such services.

Unit = 1 hr

	<u>*329</u>	<u>*105</u>	<u>*212</u>	<u>Total</u>
<u>AMOUNT:</u>	\$ 23,440	\$23,440	\$2,120	<u>\$49,000</u>

<u>UNITS OF SERVICE:</u>	340	681	109
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<u>CLIENT COUNT:</u>	50	50	4
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<u>UNIT COST:</u>	\$68.94	\$34.42	\$ 19.45
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COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 070

	CASH	IN-KIND	TOTAL
Personnel	\$43,990	-0-	\$43,990
Consultants	-0-	-0-	-0-
Travel	1,440	-0-	1,440
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	500	-0-	500
Equipment	-0-	-0-	-0-
Other	3,070	-0-	3,070
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET			
COST	\$49,000	-0-	\$49,000
LESS:		Client Income	200
		USDA	-0-
		NET BUDGETED	\$ 48,800
		COST	

SSBG	\$ 36,600	75 %
State Share	-0-	-0-%
State HDM Share	-0-	-0-%
Local Public	\$12,200	25 %
Client Income	200	-0-
TOTAL	\$ 49,000	100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO AGREEMENT NUMBER 070

METHOD OF MONITORING AND REPORTS REQUIRED

REPORTS

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

MONITORING:

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

MEETINGS:

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

CLIENT SURVEY:

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

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE RECIPIENT SHALL INCLUDE THE FOLLOWING PROVISIONS IN SUB-CONTRACTS, WITH ALL SUBCONTRACTORS OR THIRD PARTIES, THAT UTILIZE AREA PLAN FUNDING UNDER THIS CONTRACT

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY, UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS RELATED TO THE OLDER AMERICANS ACT.
2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER, WHICH WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THESE CONDITIONS ARE AS FOLLOWS:

- A) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES; AND
 - B) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND
 - C) FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED, NOW OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.
- 3. **OAA § 306(A)(4)(A)(II)(I)**; 42 U.S.C.A. § 3026(A)(4)(A)(II)(I): PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.
 - 4. **OAA § 306(A)(4)(A)(II)(II)**; 42 U.S.C.A. § 3026(A)(4)(A)(II)(II): PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.
 - 5. **OAA § 306(A)(4)(A)(II)(III)**; 42 U.S.C.A. § 3026 (A)(4)(A)(II)(III): PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.
 - 6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS SUCH AGENCY RECEIVES OR EXPENDS TO PROVIDE SERVICES TO OLDER INDIVIDUALS WILL BE DISCLOSED TO THE STATE UNIT ON AGING OR THE COMMISSIONER FOR THE DEPARTMENT OF HEALTH AND SENIOR SERVICES UPON REQUEST.
 - 7. AT THE DISCRETION OF THE AREA AGENCY ON AGING, SUBCONTRACT LANGUAGE FOR AGENCIES FUNDED THROUGH THE APC PROVIDING REGISTERED SERVICES, AND WHO HAVE BEEN IDENTIFIED BY THE AAA TO HAVE SAMS LICENSES FOR CLIENT MANAGEMENT, SHOULD ALSO CONTAIN THIS LANGUAGE AS A REQUIREMENT OF RECEIVING FUNDING.
 - A. **PROVIDER AGENCY WILL USE SAMS FOR ALL APC DATA REPORTING, CLIENT TRACKING AND ALL CARE MANAGEMENT FUNDED BY AND THROUGH DACS/AAA**

- B. IF APPLICABLE, IN AN ADRC, THE PROVIDER AGENCY WILL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, RECORDING SERVICE DELIVERY, CLIENT CHARACTERISTICS AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT NUMBERED 070 CONSISTS OF 10 PAGES NUMBERED CONSEQUENTLY.

GRANTEE Gloucester County Department of Health, Education/Disability & Senior Services

1340 Tanyard Road

Sewell, NJ 08080

BY: _____ Date _____

TITLE: _____

FUNDING AGENCY

AREA AGENCY ON AGING: Gloucester County Division of Senior Services

BY: _____ Date _____

TITLE: Executive Director

GRANTOR:

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ Date _____

NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

ROBERT N. DILELLA, CLERK OF THE BOARD

THIS AGREEMENT is dated this _____ day of _____, _____.

C1

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
INTER-AGENCY/DEPARTMENTAL AGREEMENT

GRANT AGREEMENT NUMBER 065 DATE 1/1/2012

APPROPRIATION CODE _____

PROJECT Adult Protective Services (APS)

GRANTEE Gloucester County Division of Social Services

400 Hollydell Drive

Sewell, NJ 08080

GRANT AGREEMENT PAGES 1 THROUGH 19

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

INDEX TO PROVISION

GENERAL PROVISIONS OF GRANT AGREEMENT

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

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ASSURANCES FEDERAL REGISTER QUOTES

ATTACHMENTS

- A - Scope of Services
- B - Approved Budget
- C - Method of Payment and Reporting Requirements
Monitoring Schedule and Limitations of Contract

**COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT**

DEFINITIONS:

PROJECT: ADULT PROTECTIVE SERVICES (APS)

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

AUTHORIZED APPROPRIATION:

ACCOUNT TITLE Area Plan

ACCOUNT CODE _____

CONTRACT PERIOD:

THIS AGREEMENT, ENTERED INTO THIS 1ST DAY OF JANUARY, 2012,
BY AND BETWEEN THE BOARD OF CHOSEN FREEHOLDERS OF THE
COUNTY OF GLOUCESTER HEREINAFTER REFERRED TO AS THE "COUNTY"

AND:

GRANTEE Gloucester County Division of Social Services

400 Hollydell Drive

Sewell, NJ 08080

HEREINAFTER REFERRED TO AS THE "GRANTEE".

WITNESSETH THAT:

1. TERM OF AGREEMENT. THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE 1ST DAY OF JANUARY, 2012 AND SHALL TERMINATE NO LATER THAN THE 31ST DAY OF DECEMBER, 2012.
2. COMPLIANCE. THE GRANTEE, IN ORDER TO INDUCE THE COUNTY TO MAKE THE WITHIN GRANT FOR THE PROJECT, AGREES THAT IT SHALL COMPLY WITH ALL PROVISIONS OF THE AUTHORIZING APPROPRIATION,

THE ACT, AND ANY REGULATIONS, REQUIREMENTS OR GUIDELINES WHICH THE COUNTY MAY ISSUE, WHETHER EXPLICITLY REFERRED TO HEREIN OR NOT.

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

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

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

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

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

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

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

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

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

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

10. PERSONAL PROPERTY. IF PERSONALTY, INCLUDING EQUIPMENT COSTING LESS THAN ONE HUNDRED (\$100.00) DOLLARS PER ITEM IS ACQUIRED AND USED FOR THREE (3) YEARS FROM DATE OF ACQUISITION FOR APPROVED CONTRACT PURPOSES, TITLE TO SUCH PROPERTY SHALL VEST IN THE GRANTEE. PERSONALTY, INCLUDING

EQUIPMENT, COSTING MORE THAN ONE HUNDRED (\$100.00) DOLLARS OR USED FOR LESS THAN THREE (3) YEARS SHALL BE OWNED BY THE COUNTY. THE COUNTY AT ITS OPTION MAY, HOWEVER, PERMIT THE GRANTEE TO RETAIN SUCH PROPERTY, SUBJECT TO REIMBURSEMENT TO THE COUNTY (AREA PLAN GRANT UNDER TITLE III) OF ITS COST MINUS A FAIR RENTAL VALUE, FOR THE PERIOD OF ACTUAL USE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. PROOF OF INSURANCE. PRIOR TO THE COMMENCEMENT OF WORK UNDER THIS CONTRACT AND UNTIL COMPLETION AND FINAL ACCEPTANCE OF THE WORK, THE GLOUCESTER COUNTY DIVISION OF

SOCIAL SERVICES SHALL, AT ITS SOLE EXPENSE, MAINTAIN INSURANCE COVERAGE AND SHALL FURNISH TO THE COUNTY, CERTIFICATES OF INSURANCE EVIDENCING SAME AND REFLECTING THE EFFECTIVE DATE OF SUCH COVERAGE.

SUPPLEMENTARY PROVISIONS

(PROVISIONS NUMBERED 18 AND FOLLOWING)

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

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

19. A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THAT THE PROGRAM IS FUNDED BY TITLE III-B OF THE OLDER AMERICANS ACT, AS AMENDED, THROUGH A GRANT BY THE DEPARTMENT OF HEALTH AND SENIOR SERVICES, STATE OF NEW JERSEY.

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

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

INCLUDING NEGLIGENCE OR MALPRACTICE, OF ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS OR INDEPENDENT CONTRACTORS, OR FROM THE VENDOR'S FAILURE TO PROVIDE FOR THE SAFETY AND PROTECTION OF ITS EMPLOYEES, WHETHER OR NOT DUE TO NEGLIGENCE, FAULT, OR DEFAULT OF THE VENDOR. THE VENDOR'S LIABILITY UNDER THIS AGREEMENT SHALL CONTINUE AFTER THE TERMINATION OF THIS AGREEMENT WITH RESPECT TO ANY LIABILITY, LOSS, EXPENSE OR DAMAGE RESULTING FROM ACTS OCCURRING PRIOR TO TERMINATION.

21. THIS CONTRACT, IN ALL PHASES, IS PURSUANT TO THE AVAILABILITY OF FEDERAL FUNDING UNDER TITLE III.

22. ADDITIONAL INSURED, THE COUNTY OF GLOUCESTER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES FOR THE ADULT PROTECTIVE SERVICES PROGRAM FOR SENIORS ON JANUARY 1, 2012 UNTIL DECEMBER 31, 2012.

ASSURANCES

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

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

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE RECIPIENT SHALL INCLUDE THE FOLLOWING PROVISIONS IN SUB-CONTRACTS, WITH ALL SUBCONTRACTORS OR THIRD PARTIES, THAT UTILIZE AREA PLAN FUNDING UNDER THIS CONTRACT

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY, UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS RELATED TO THE OLDER AMERICANS ACT.
2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER, WHICH WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THESE CONDITIONS ARE AS FOLLOWS:
 - A. IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES; AND
 - B. ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND
 - C. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED, NOW OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.
3. **OAA § 306(A)(4)(A)(II)(I)**; 42 U.S.C.A. § 3026(A)(4)(A)(II)(I): PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.
4. **OAA § 306(A)(4)(A)(II)(II)**; 42 U.S.C.A. § 3026(A)(4)(A)(II)(II): PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.
5. **OAA § 306(A)(4)(A)(II)(III)**; 42 U.S.C.A. § 3026 (A)(4)(A)(II)(III): PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.

6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS SUCH AGENCY RECEIVES OR EXPENDS TO PROVIDE SERVICES TO OLDER INDIVIDUALS WILL BE DISCLOSED TO THE STATE UNIT ON AGING OR THE COMMISSIONER FOR THE DEPARTMENT OF HEALTH AND SENIOR SERVICES UPON REQUEST.
7. AT THE DISCRETION OF THE AREA AGENCY ON AGING, SUBCONTRACT LANGUAGE FOR AGENCIES FUNDED THROUGH THE APC PROVIDING REGISTERED SERVICES, AND WHO HAVE BEEN IDENTIFIED BY THE AAA TO HAVE SAMS LICENSES FOR CLIENT MANAGEMENT, SHOULD ALSO CONTAIN THIS LANGUAGE AS A REQUIREMENT OF RECEIVING FUNDING.
 - A. PROVIDER AGENCY WILL USE SAMS FOR ALL APC DATA REPORTING, CLIENT TRACKING AND ALL CARE MANAGEMENT FUNDED BY AND THROUGH DACS/AAA
 - B. IF APPLICABLE, IN AN ADRC, THE PROVIDER AGENCY WILL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, RECORDING SERVICE DELIVERY, CLIENT CHARACTERISTICS AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.

FEDERAL REGISTER QUOTES THAT APPLY UNDER TITLE III.

1321.105 LICENSURE REQUIREMENT.

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

1321.109 PREFERENCE FOR THOSE WITH GREATEST ECONOMIC NEED.

ALL SERVICE PROVIDERS UNDER THIS PART MUST GIVE PREFERENCE TO THOSE WITH GREATEST ECONOMIC OR SOCIAL NEED. SERVICE PROVIDERS MAY USE METHODS SUCH AS LOCATIONS OF SERVICES AND SPECIALIZATION IN THE TYPES OF SERVICES MOST NEEDED BY THESE GROUPS TO MEET THIS REQUIREMENT. NO SERVICE PROVIDER MAY USE A MEANS TEST.

1321.111 CLIENT CONTRIBUTIONS.

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

1321.115 ADVISORY ROLE TO SERVICE PROVIDERS OF OLDER PERSONS.

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

1361.161 LEGAL SERVICES.

DEFINITION. LEGAL SERVICES MEANS LEGAL ADVICE AND REPRESENTATION TO THOSE WITH ECONOMIC OR SOCIAL NEEDS, PROVIDED BY A LAWYER OR NON-LAWYER WHERE PERMITTED BY LAW.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 065

SCOPE OF SERVICES

Service Requirements for Providers

ADULT PROTECTIVE SERVICES (APS) grantee shall provide or arrange for the provision of voluntary or court-ordered social, legal, financial, medical or psychiatric services as are necessary to safeguard the rights and resources of vulnerable adults (age 18 years and above) and to protect vulnerable adults from abuse, neglect, and exploitation in accordance with the requirements of the Adult Protective Services Act, any regulations promulgated pursuant thereto, and the terms and provision of this agreement.

Protective services shall include, but not be limited to:

- evaluating the need for services;
- providing or arranging for appropriate services;
- obtaining financial benefits to which a person is entitled;
- arranging for guardianship;
- other legal actions;
- the establishment and maintenance of an emergency cash fund for special client needs such as:
 1. medical expenses not reimbursable under other programs;
 2. environmental modifications necessary for safety;
 3. special house cleaning and extermination services;
 4. transportation expenses not reimbursable under other programs;
 5. and temporary housing for a period not to exceed six months

The following services may also be provided by the grantee, but are not required. They include:

- use of physician, nurse, or psychiatric consultant(s) for functional assessments;
- after hours phone coverage for emergencies

The grantee shall maintain a minimum working day of seven hours in order to receive reports of abuse, neglect, and exploitation except on weekends and holidays.

Referrals shall be evaluated by the grantee's Adult Protective Services worker(s) directly and not through a subcontract.

Protective services should be used as a short-term intervention for a client's situation. If necessary, at the resolution of the crisis, a referral for long-term care management should be made to the appropriate agency.

Administrative Responsibilities

The grantee shall provide Division representatives with timely access to all files, materials, and records reasonably related to compliance with the requirements contained herein to enable such representatives to carry out their monitoring responsibilities.

The grantee shall submit a completed Client Registration Form (APS-2) for each referral accepted by the grantee with 30 days following the end of the month in which the referral was received. A completed Client Termination Form (APS-3) shall be submitted to the State Coordinator, Adult Protective Services Program, Division of Senior Affairs, for each client terminated from services within 30 days following the end of the month in which the case was closed. The Adult Protective Services Transmittal Form (APS-4) shall serve as a cover document for the Client Registration and Client Termination Forms being forwarded.

The grantee shall maintain accurate fiscal records regarding program expenditures as provided or in this agreement. The grantee shall submit fiscal and program information as may be deemed necessary by the Division to maintain accountability.

All records and communications pertaining to any report, evaluation, or service provided in the Adult Protective Services Program shall be confidential. All third party information, together with the identity of reporters, witnesses and adults allegedly in need of protective services shall be confidential, except disclosures which may be necessary to enable the grantee to perform its duties and to support any findings that may result from the evaluation of a report. All grantee staff, aides, volunteers and students shall maintain confidentiality in all matters pertaining to the APS Program. Information may only be released when:

1. The disclosure of information is necessary for the Adult Protective Services provider to perform its responsibilities as set forth in regulation; or
2. A court of competent jurisdiction directs disclosure

The grantee shall establish a system to ensure the security of confidential information concerning clients and others. A confidential system shall be required for both written and computer files.

Staffing - Minimum Standard

The grantee shall ensure that staff engaged in carrying out the mandates of the Adult Protective Services Program meets the following standards:

- Possession of a bachelor's degree from an accredited college or university or graduation as a registered nurse from an accredited institution.
- Experience in social services may be substituted on a year-by-year basis for a college or university degree.
- Completion of the 90-hour mandatory basic training program offered by the Division.

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 065

SCOPE OF SERVICES

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

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

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 065

SCOPE OF SERVICES

GRANTEE: Gloucester County Division of Social Services

PROJECT TITLE: Adult Protective Services (APS)

POPULATION TO BE SERVED: Vulnerable Adults, age 18 years and above, who reside in Gloucester County in a community setting, who are subject to abuse, neglect or exploitation and due to mental or physical disabilities lack sufficient understanding or capacity to make and/or carry out decisions concerning their well-being

SERVICE AREA: Gloucester County with a concerted effort to serve areas where low income minority population may be located.

OBJECTIVE: To provide or arrange for the provision of voluntary or court ordered social, legal, financial, medical, or psychiatric services as are necessary to safeguard the rights and resources of vulnerable adults and to protect vulnerable adults from abuse, neglect, and exploitation in accordance with the requirements of the Adult Protective Services Act.

SERVICE DEFINITION: **SERVICE TAXONOMY:** 324

Voluntary or court ordered social, legal, financial, medical, or psychiatric services as are necessary to safeguard the rights and resources of vulnerable adults and to protect vulnerable adults from abuse, neglect, and exploitation.
Units of Service = Contact

AMOUNT: \$132,245.

UNITS OF SERVICE: 3000 (UNIT= EACH CONTACT)

CLIENT COUNT: 150

UNIT COST: \$ 44.08

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 065

	CASH	IN-KIND	TOTAL
Personnel	\$59,630	-0-	\$59,630
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	\$2,324.	-0-	\$2,324.
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	\$70,291.	-0-	\$70,291.
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET			
COST	\$132,245.	-0-	\$132,245.
LESS:			
	Client Income		-0-
	USDA		-0-
	NET BUDGETED		
	COST		\$132,245.

Federal Share	-0-	-0-%
APS Share	\$97,576.	74 %
State HDM Share	-0-	-0-%
Local Share	-0-	-0-%
Local Public	\$34,669.	26 %
TOTAL	\$ 132,245.	100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 065

METHOD OF PAYMENT, MONITORING AND REPORTS REQUIRED

PAYMENTS

THE GRANTEE SHALL BE PAID, QUARTERLY, UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, A SUM NOT TO EXCEED 1/4 OF THE TOTAL GRANT PORTION OF THIS CONTRACT.

ALL PAYMENTS ARE TO BE MADE ON A REIMBURSEMENT BASIS, PURSUANT TO AVAILABILITY OF STATE AND FEDERAL GRANT FUNDS.

THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:

THE TOTAL AMOUNT OF THIS CONTRACT WILL BE PAID ON A QUARTERLY BASIS UNTIL THE LAST QUARTER, WHEN ANY ADJUSTMENTS DUE TO ANY CUTBACKS IN GRANT FUNDING WILL BE MADE.

REPORTS

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

MONITORING:

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

MEETINGS:

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

CLIENT SURVEY:

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

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT
NUMBERED 065 CONSISTS OF 19 PAGES NUMBERED
CONSEQUENTLY.

IN WITNESS THEREOF, THE COUNTY AND THE GRANTEE HAVE
EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

GRANTEE _____ Gloucester County Division of Social Services _____

400 Hollydell Drive _____

Sewell, NJ 08080 _____

BY: _____ Date _____
(Name)

(Title)

FUNDING AGENCY

AREA AGENCY ON AGING: Gloucester County Division of Senior Services

BY: _____ Date _____
TITLE : Executive Director _____

GRANTOR:

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ Date _____

NAME: Robert M. Damminger
TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

ROBERT N. DILELLA, CLERK OF THE BOARD

THIS AGREEMENT dated _____ day of _____, _____.

C1

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

GRANT AGREEMENT NUMBER 085 DATE 1/1/2012

APPROPRIATION CODE _____

PROJECT Auxiliary Personal Care Program

GRANTEE All About Care, LLC

870 Mantoloking Road

Brick, New Jersey 08723

GRANT AGREEMENT PAGES 1 THROUGH 18

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

GRANT AGREEMENT

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

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

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

5. COMPENSATION. THE COUNTY SHALL GRANT TO THE GRANTEE A SUM NOT TO EXCEED THE AMOUNT CONTRACTED. THE GRANTEE SHALL EXPEND PROJECT FUNDS IN ACCORDANCE WITH THE APPROVED BUDGET AS SET FORTH ON ATTACHMENT "B". EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B", THE AMOUNTS EXPENDED FOR THE CONSULTANTS MAJOR CATEGORY MAY NOT EXCEED THE APPROVED LIMIT WITHOUT PRIOR WRITTEN APPROVAL OF THE COUNTY. ANY LINE ITEM WITHIN THE MAJOR COST CATEGORY OF CONSULTANTS WHICH SHALL NOT HAVE BEEN EXPENDED IN ACCORDANCE WITH ATTACHMENT "B" SHALL BE CREDITED AGAINST AND DEDUCTED FROM THE TOTAL COMPENSATION TO BE PAID TO THE GRANTEE UNDER THIS AGREEMENT. EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B". THE AMOUNT EXPENDED FOR EACH OF THE OTHER

MAJOR COST CATEGORIES LISTED ON ATTACHMENT "B", WITH THE EXCEPTION OF THE CATEGORY OF CONSULTANTS, MAY NOT EXCEED THE APPROVED AMOUNT BY MORE THAN 1/4 OF 1% PROVIDED, HOWEVER, THAT THE TOTAL APPROVED BUDGET IS NOT EXCEEDED. THE EXPRESS PRIOR WRITTEN APPROVAL OF THE BUDGET IS NECESSARY TO EXCEED THESE LIMITATIONS.

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

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

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

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

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

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

10. PERSONAL PROPERTY. IF PERSONALTY, INCLUDING EQUIPMENT COSTING LESS THAN ONE HUNDRED (\$100.00) DOLLARS PER ITEM IS ACQUIRED AND USED FOR THREE (3) YEARS FROM DATE OF ACQUISITION FOR APPROVED CONTRACT PURPOSES, TITLE TO SUCH PROPERTY SHALL VEST IN THE GRANTEE. PERSONALTY, INCLUDING EQUIPMENT, COSTING MORE THAT ONE HUNDRED (\$100.00) DOLLARS

OR USED FOR LESS THAN THREE (3) YEARS SHALL BE OWNED BY THE COUNTY. THE COUNTY AT ITS OPTION MAY, HOWEVER, PERMIT THE GRANTEE TO RETAIN SUCH PROPERTY, SUBJECT TO REIMBURSEMENT TO THE COUNTY (AREA PLAN GRANT UNDER TITLE III) OF ITS COST MINUS A FAIR RENTAL VALUE, FOR THE PERIOD OF ACTUAL USE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SUPPLEMENTARY PROVISIONS

(PROVISIONS NUMBERED 18 AND FOLLOWING)

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

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

19. A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THAT THE PROGRAM IS FUNDED BY TITLE III-B OF THE OLDER AMERICANS ACT, AS AMENDED, THROUGH A GRANT BY THE DEPARTMENT OF HEALTH AND SENIOR SERVICES, STATE OF NEW JERSEY.

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

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

OR OMISSIONS, INCLUDING NEGLIGENCE OR MALPRACTICE, OF ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS OR INDEPENDENT CONTRACTORS, OR FROM THE VENDOR'S FAILURE TO PROVIDE FOR THE SAFETY AND PROTECTION OF ITS EMPLOYEES, WHETHER OR NOT DUE TO NEGLIGENCE, FAULT, OR DEFAULT OF THE VENDOR. THE VENDOR'S LIABILITY UNDER THIS AGREEMENT SHALL CONTINUE AFTER THE TERMINATION OF THIS AGREEMENT WITH RESPECT TO ANY LIABILITY, LOSS, EXPENSE OR DAMAGE RESULTING FROM ACTS OCCURRING PRIOR TO TERMINATION.

21. THIS CONTRACT, IN ALL PHASES, IS PURSUANT TO THE AVAILABILITY OF FEDERAL FUNDING UNDER TITLE III.

22. ADDITIONAL INSURED, THE COUNTY OF GLOUCESTER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECT TO ALL ABOUT CARE, LLC FOR THE EVENT OF THE AUXILIARY PERSONAL CARE PROGRAM FOR SENIORS ON JANUARY 1, 2012 UNTIL DECEMBER 31, 2012.

ASSURANCES

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

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

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE RECIPIENT SHALL INCLUDE THE FOLLOWING PROVISIONS IN SUB-CONTRACTS, WITH ALL SUBCONTRACTORS OR THIRD PARTIES, THAT UTILIZE AREA PLAN FUNDING UNDER THIS CONTRACT

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

7. AT THE DISCRETION OF THE AREA AGENCY ON AGING, SUBCONTRACT LANGUAGE FOR AGENCIES FUNDED THROUGH THE APC PROVIDING REGISTERED SERVICES, AND WHO HAVE BEEN IDENTIFIED BY THE AAA TO HAVE SAMS LICENSES FOR CLIENT MANAGEMENT, SHOULD ALSO CONTAIN THIS LANGUAGE AS A REQUIREMENT OF RECEIVING FUNDING.
 - A. PROVIDER AGENCY WILL USE SAMS FOR ALL APC DATA REPORTING, CLIENT TRACKING AND ALL CARE MANAGEMENT FUNDED BY AND THROUGH DACS/AAA
 - B. IF APPLICABLE, IN AN ADRC, THE PROVIDER AGENCY WILL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, RECORDING SERVICE DELIVERY, CLIENT CHARACTERISTICS AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.

FEDERAL REGISTER QUOTES THAT APPLY UNDER TITLE III.

1321.105 LICENSURE REQUIREMENT.

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

1321.109 PREFERENCE FOR THOSE WITH GREATEST ECONOMIC NEED.

ALL SERVICE PROVIDERS UNDER THIS PART MUST GIVE PREFERENCE TO THOSE WITH GREATEST ECONOMIC OR SOCIAL NEED. SERVICE PROVIDERS MAY USE METHODS SUCH AS LOCATIONS OF SERVICES AND SPECIALIZATION IN THE TYPES OF SERVICES MOST NEEDED BY THESE GROUPS TO MEET THIS REQUIREMENT. NO SERVICE PROVIDER MAY USE A MEANS TEST.

1321.111 CLIENT CONTRIBUTIONS.

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

1321.115 ADVISORY ROLE TO SERVICE PROVIDERS OF OLDER PERSONS.

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

1361.161 LEGAL SERVICES.

DEFINITION. LEGAL SERVICES MEANS LEGAL ADVICE AND REPRESENTATION TO THOSE WITH ECONOMIC OR SOCIAL NEEDS, PROVIDED BY A LAWYER OR NON-LAWYER WHERE PERMITTED BY LAW.

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT I, LIVING WAGE AGREEMENT, GRANT NUMBER 085

The County of Gloucester has implemented a "Living Wage" Resolution to be utilized in all Gloucester County Contracts. This was enacted under the Gloucester County Administrative Code, Article, PUR-4, Purchasing Procedures. (Dated August 1, 2001, Amended April 21, 2010).

Therefore, all employees assigned to work performed to contracts on behalf of the County of Gloucester shall be paid at an hourly rate of compensation as set forth in the Administrative Code provision continue to be required to assure that successful bidders receiving contracts awarded by the County of Gloucester attract and provide the highest quality workers available, ensuring quality workmanship and services, designed to result in County work being completed in a timely and appropriate fashion, with fewer worker injuries and work stoppages, all to the benefit of the County operations specifically and the residents of the County of Gloucester generally. All employees shall be paid at an hourly rate of compensation which shall be not less than one and one half times the State of New Jersey minimum wage; currently \$10.87 per hour.

In lieu of providing health and hospital insurance coverage to employees assigned to perform work as described above, the contract vendor shall pay to such assigned employees an amount equal to 25% of the minimum hourly wage established pursuant to Paragraph A., of this Administrative Code section" Currently \$2.72 per hour.

A statement of employees' wages and benefits must be completed and submitted as a material requirement of the bid in order for the bid to be accepted.

The County of Gloucester may refuse to award a contract to a person or entity submitting a bid if that person or entity has filed or submitted false information, or failed to file or submit the information required by these regulations.

Upon award of contract, the County of Gloucester may require further proof of compliance with the standards set forth in these regulations.

Failure to provide the aforesaid information shall constitute a violation resulting in the withholding of funds due to the contractor until such time as the information is provided. Submission of inaccurate, false, misleading or fraudulent information shall also constitute a violation of the ordinance and result in the withholding of funds due to the contractor and disqualification from consideration for future contracts.

These regulations shall not be construed as preventing any employer from providing rates of pay or benefits which are higher than those required by these regulations, diminishing the responsibilities of a public body or an employer under the provisions of any other law, or impairing any provision of an existing collective bargaining agreement.

These regulations shall not apply to construction contracts that are subject to any prevailing wage laws or regulations, contracts for the provision of goods only, contracts awarded to work-study or cooperative education programs, or contracts awarded for youth or job training programs.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 085

SCOPE OF SERVICES

Auxiliary Personal Home Care is primarily an auxiliary care program to provide personal home care until a more lasting service can be arranged. As an auxiliary program this service will be limited to a maximum of 46 hours per client per contract year, for a maximum of thirty-six (36) clients arranged to provide support to the client's caregiver, for the good of the client.

This is a hands-on auxiliary personal care service for those homebound seniors 60 and over who are unable to care for themselves and have exhausted other services, but who need additional time to arrange for long-term home care or institutionalization.

Auxiliary Personal Care services provided by trained and professionally supervised Personal Care Assistants to **offer support to the client's caregiver** and include; personal assistance, stand-by assistance, supervision or cues for persons having difficulties with one or more of the following activities of daily living: eating, dressing, bathing and toileting. Service activities include:

- Conducting a comprehensive in-home assessment of the client's social circumstances, economic conditions, medical history, physical status, mental status, and ability to perform the activities of daily living.
- Developing a plan of care which lists the specific assistance needed for each older adult.
- Activities may include providing assistance to the older adult in areas such as bathing, grooming, assistance in dressing and transferring on and off toilet, assistance with ambulating, planning and serving meals, light laundry, routine light housekeeping, helping the family resume daily routines, must offer support to the client's caregiver.

The service provider will reach the low income and minority target populations through referrals from the Outreach Program. All clients will be from the frail or disabled target population.

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

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

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 085

SCOPE OF SERVICES

GRANTEE: All About Care, LLC

PROJECT TITLE: Auxiliary Personal Care Service

POPULATION TO BE SERVED: Residents of the county who are 60 years or older who are ill or infirm .A concerted effort will be made to target the low income minority population in at least the same proportion of older individuals of the area served by the provider

36 –total clients	
12- clients low income	(33% of 36)
12- clients minority	(33% of 36)
36- clients frail/disabled	(100% of 36)

SERVICE AREA: The entire geographical area of Gloucester County County attempting to target, identify, assess, and service those consumers eligible for services.

OBJECTIVE:

To provide general support by trained and professionally supervised auxiliary personal care assistants to homebound clients as a limited, interim, auxiliary service. **Program must offer support to the client’s care-giver while other arrangements are pursued in order to maintain, strengthen and safeguard the functioning of older individuals and families in their own homes during periods of illness or severe instability.**

SERVICE DEFINITION: Personal Care **SERVICE TAXONOMY:** 723
Providing limited, interim, auxiliary personal assistance, stand-by assistance, supervision or cues for persons having difficulties with one or more of the following activities of daily living: eating, dressing, bathing and toileting. UNIT=1 HOUR

AMOUNT: \$ 28,100.00

UNITS OF SERVICE: 1335 units (unit= hour)

CLIENT COUNT: 36

UNIT COST: \$ 21.05

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 085

	CASH	IN-KIND	TOTAL
Personnel	\$28,100	-0-	\$28,100
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	-0-	-0-	-0-
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET			
COST	\$28,100.	-0-	\$28,100.
	<u>LESS:</u>		
		Client Income	100
		USDA	-0-
		NET BUDGETED	
		COST	\$28,000

III E	17,500	62 %
III E State Match	10,500	38 %
Client Income	100	0 %
TOTAL	\$28,100	100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 085

METHOD OF PAYMENT, MONITORING AND REPORTS REQUIRED

PAYMENTS

THE GRANTEE SHALL BE PAID, QUARTERLY, UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, A SUM NOT TO EXCEED 1/4 OF THE TOTAL GRANT PORTION OF THIS CONTRACT.

ALL PAYMENTS ARE TO BE MADE ON A REIMBURSEMENT BASIS, PURSUANT TO AVAILABILITY OF STATE AND FEDERAL GRANT FUNDS.

THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:

THE TOTAL AMOUNT OF THIS CONTRACT WILL BE PAID ON A QUARTERLY BASIS UNTIL THE LAST QUARTER, WHEN ANY ADJUSTMENTS DUE TO ANY CUTBACKS IN GRANT FUNDING WILL BE MADE.

REPORTS

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

MONITORING:

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

MEETINGS:

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

CLIENT SURVEY

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

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT NUMBERED 085 CONSISTS OF 18 PAGES NUMBERED CONSEQUENTLY.

C1

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

GRANT AGREEMENT NUMBER 086 DATE 1/1/2012

APPROPRIATION CODE _____

PROJECT PERSONAL CARE / HOMEMAKER SERVICE

GRANTEE All About Care, LLC

870 Mantoloking Road

Brick, N.J. 08723

GRANT AGREEMENT PAGES 1 THROUGH 19

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

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**COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT**

DEFINITIONS:

PROJECT PERSONAL CARE / HOMEMAKER SERVICE

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

AUTHORIZED APPROPRIATION:

ACCOUNT TITLE Area Plan

ACCOUNT CODE _____

CONTRACT PERIOD:

THIS AGREEMENT, ENTERED INTO THIS 1ST DAY OF JANUARY, 2012

BY AND BETWEEN THE BOARD OF CHOSEN FREEHOLDERS OF THE
COUNTY OF GLOUCESTER HEREINAFTER REFERRED TO AS THE "COUNTY"

AND:

GRANTEE All About Care, LLC

870 Mantoloking Road

Brick, N.J. 08723

HEREINAFTER REFERRED TO AS THE "GRANTEE".

WITNESSETH THAT:

1. TERM OF AGREEMENT. THIS AGREEMENT SHALL BE EFFECTIVE AS
OF THE 1ST DAY OF JANUARY, 2012 AND SHALL TERMINATE NO
LATER THAN THE 31ST DAY OF DECEMBER, 2012.

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

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

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

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

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

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

OF THE CONTRACT TOTAL FUNDS WILL BE WITHHELD UNTIL ACCEPTANCE OF AN AUDIT REPORT ON THE PROGRAM.

EACH INVOICE SHALL CONTAIN AN ITEMIZED, DETAILED DESCRIPTION OF ALL WORK PERFORMED DURING THE BILLING PERIOD. FAILURE TO PROVIDE SUFFICIENT SPECIFICITY SHALL BE CAUSE FOR REJECTION OF THE INVOICE UNTIL THE NECESSARY DETAILS ARE PROVIDED.”

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

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

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

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

10. PERSONAL PROPERTY. IF PERSONALTY, INCLUDING EQUIPMENT COSTING LESS THAN ONE HUNDRED (\$100.00) DOLLARS PER ITEM IS ACQUIRED AND USED FOR THREE (3) YEARS FROM DATE OF ACQUISITION FOR APPROVED CONTRACT PURPOSES, TITLE TO SUCH PROPERTY SHALL VEST IN THE GRANTEE. PERSONALTY, INCLUDING EQUIPMENT, COSTING MORE THAT ONE HUNDRED (\$100.00) DOLLARS OR USED FOR LESS THAN THREE (3) YEARS SHALL BE OWNED BY THE COUNTY. THE COUNTY AT ITS OPTION MAY, HOWEVER, PERMIT THE GRANTEE TO RETAIN SUCH PROPERTY, SUBJECT TO REIMBURSEMENT TO THE COUNTY (AREA PLAN GRANT UNDER TITLE III) OF ITS COST MINUS A FAIR RENTAL VALUE, FOR THE PERIOD OF ACTUAL USE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SUPPLEMENTARY PROVISIONS

(PROVISIONS NUMBERED 18 AND FOLLOWING)

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

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

19. A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THAT THE PROGRAM IS FUNDED BY TITLE III-B OF THE OLDER AMERICANS ACT, AS AMENDED, THROUGH A GRANT BY THE DEPARTMENT OF HEALTH AND SENIOR SERVICES, STATE OF NEW JERSEY.

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

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

IN CONNECTION WITH THIS CONTRACT WHICH RESULTS FROM ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE OR MALPRACTICE, OF ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS OR INDEPENDENT CONTRACTORS, OR FROM THE VENDOR'S FAILURE TO PROVIDE FOR THE SAFETY AND PROTECTION OF ITS EMPLOYEES, WHETHER OR NOT DUE TO NEGLIGENCE, FAULT, OR DEFAULT OF THE VENDOR. THE VENDOR'S LIABILITY UNDER THIS AGREEMENT SHALL CONTINUE AFTER THE TERMINATION OF THIS AGREEMENT WITH RESPECT TO ANY LIABILITY, LOSS, EXPENSE OR DAMAGE RESULTING FROM ACTS OCCURRING PRIOR TO TERMINATION.

21. THIS CONTRACT, IN ALL PHASES, IS PURSUANT TO THE AVAILABILITY OF FEDERAL FUNDING UNDER TITLE III.

22. ADDITIONAL INSURED. THE COUNTY OF GLOUCESTER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECT TO ALL ABOUT CARE, LLC FOR THE EVENT OF THE PERSONAL CARE/HOMEMAKER PROGRAM FOR SENIORS ON JANUARY 1, 2012 UNTIL DECEMBER 31, 2012.

ASSURANCES

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

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

FEDERAL REGISTER QUOTES THAT APPLY UNDER TITLE III.

1321.105 LICENSURE REQUIREMENT.

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

1321.109 PREFERENCE FOR THOSE WITH GREATEST ECONOMIC NEED.

ALL SERVICE PROVIDERS UNDER THIS PART MUST GIVE PREFERENCE TO THOSE WITH GREATEST ECONOMIC OR SOCIAL NEED. SERVICE PROVIDERS MAY USE METHODS SUCH AS LOCATIONS OF SERVICES AND SPECIALIZATION IN THE TYPES OF SERVICES MOST NEEDED BY THESE GROUPS TO MEET THIS REQUIREMENT. NO SERVICE PROVIDER MAY USE A MEANS TEST.

1321.111 CLIENT CONTRIBUTIONS.

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

1321.115 ADVISORY ROLE TO SERVICE PROVIDERS OF OLDER PERSONS.

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

1361.161 LEGAL SERVICES.

DEFINITION. LEGAL SERVICES MEANS LEGAL ADVICE AND REPRESENTATION TO THOSE WITH ECONOMIC OR SOCIAL NEEDS, PROVIDED BY A LAWYER OR NON-LAWYER WHERE PERMITTED BY LAW.

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT I, LIVING WAGE AGREEMENT, GRANT NUMBER 086

The County of Gloucester has implemented a "Living Wage" Resolution to be utilized in all Gloucester County Contracts. This was enacted under the Gloucester County Administrative Code, Article, PUR-4, Purchasing Procedures. (Dated August 1, 2001, April 21, 2010).

Therefore, all employees assigned to work performed to contracts on behalf of the County of Gloucester shall be paid at an hourly rate of compensation as set forth in the Administrative Code provision continue to be required to assure that successful bidders receiving contracts awarded by the County of Gloucester attract and provide the highest quality workers available, ensuring quality workmanship and services, designed to result in County work being completed in a timely and appropriate fashion, with fewer worker injuries and work stoppages, all to the benefit of the County operations specifically and the residents of the County of Gloucester generally. All employees shall be paid at an hourly rate of compensation which shall be not less than one and one half times the State of New Jersey minimum wage; currently \$10.87 per hour.

In lieu of providing health and hospital insurance coverage to employees assigned to perform work as described above, the contract vendor shall pay to such assigned employees an amount equal to 25% of the minimum hourly wage established pursuant to Paragraph A., of this Administrative Code section" Currently \$2.72 per hour.

A statement of employees' wages and benefits must be completed and submitted as a material requirement of the bid in order for the bid to be accepted.

The County of Gloucester may refuse to award a contract to a person or entity submitting a bid if that person or entity has filed or submitted false information, or failed to file or submit the information required by these regulations.

Upon award of contract, the County of Gloucester may require further proof of compliance with the standards set forth in these regulations.

Failure to provide the aforesaid information shall constitute a violation resulting in the withholding of funds due to the contractor until such time as the information is provided. Submission of inaccurate, false, misleading or fraudulent information shall also constitute a violation of the ordinance and result in the withholding of funds due to the contractor and disqualification from consideration for future contracts.

These regulations shall not be construed as preventing any employer from providing rates of pay or benefits which are higher than those required by these regulations, diminishing the responsibilities of a public body or an employer under the provisions of any other law, or impairing any provision of an existing collective bargaining agreement.

These regulations shall not apply to construction contracts that are subject to any prevailing wage laws or regulations, contracts for the provision of goods only, contracts awarded to work-study or cooperative education programs, or contracts awarded for youth or job training programs.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 086

SCOPE OF SERVICES

Personal Care / Homemaker Service is primarily an interim care program to provide home care until a more lasting service can be arranged. As an interim program this service will be limited to a maximum of 38 hours per client per contract year, usually at 2 hours per visit or arranged for the good of the client.

This is a hands-on personal care service for those homebound seniors 60 and over who are unable to care for themselves and have exhausted other services (i.e., Medicare, Medicaid, or private insurance) but who need additional time to arrange long term home care or institutionalization.

Personal Care / Homemaker Services provided by Homemaker /Personal Care Assistants include personal assistance, stand-by assistance, supervision or cues for persons having difficulties with one or more of the following activities of daily living: eating, dressing, bathing and toileting.

Personal Care / Homemaking Service

A Homemaker may:

- sort, spot, wash, dry, fold, and store client's personal laundry, linens and towels;
- dust and vacuum client's bedroom and other personal living space;
- wash mirrors, fixtures and non-wood surfaces in bedroom and other personal living space;
- polish wood surfaces in bedroom and other personal living spaces;
- wash and sanitize bathtub, toilet and sink in client bathroom and damp mop the floor;
- general tidying of area most highly utilized by the client;
- wash and sanitize countertops in kitchen;
- wash, dry, and store dishes;
- wipe kitchen sink and stove/microwave;
- plan and shop for client meal makings;
- prepare client meals for immediate and future consumption;
- assist with feeding, dressing, grooming tasks; and
- monitor need for personal care and make appropriate referrals.

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 086

SCOPE OF SERVICES

The service provider will reach the low income and minority target populations by networking with other social service providers, through referrals from the Outreach Program, and by advertising in locations that are convenient and easily accessed by the target population. All clients will be from the frail or disabled target population. Doctors, hospitals, or other medical sources will refer most.

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

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

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 086

SCOPE OF SERVICES

GRANTEE: All About Care, LLC

PROJECT TITLE: Personal Care / Homemaker Service

POPULATION TO BE SERVED: Residents of the county who are 60 years or older who are ill or infirm. A concerted effort will be made to target the low- income minority population in at least the same proportion of older individuals of the area served by the provider

94 Total clients	
37 clients low income	(40% of 94)
27 clients minority	(29% of 94)
94 clients frail/disabled	(100% of 94)
65 clients low-income minority	(69% of 94)

SERVICE AREA: The entire geographical area of Gloucester County attempting to target, identify, assess, and service those consumers eligible for services.

OBJECTIVE:

To provide general support by trained and professionally supervised homemaker home health aides/personal care assistants to homebound clients as an interim service while other arrangements are pursued in order to maintain, strengthen and safeguard the functioning of older individuals and families in their own homes during periods of illness or severe instability.

SERVICE DEFINITION:

SERVICE TAXONOMY: 323

Providing personal assistance, stand-by assistance, supervision or cues for persons having difficulties with one or more of the following activities of daily living: eating, dressing, bathing and toileting.

AMOUNT: \$47,600.00

UNITS OF SERVICE: 2261 (unit= hour)

CLIENT COUNT: 94

UNIT COST: \$ 21.05

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 086

	CASH	IN-KIND	TOTAL
Personnel	47,600	-0-	47,600
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	-0-	-0-	-0-
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET COST	\$47,600.	-0-	\$47,600.
LESS:			
		Client Income	100
		Grantee Match	-0-
		NET BUDGETED COST	\$47,500.

III B	\$47,500.	100 %
Local Share	-0-	-0-%
Client Income	\$100.	-0-%
TOTAL	\$ 47,600.	100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 086

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE RECIPIENT SHALL INCLUDE THE FOLLOWING PROVISIONS IN SUB-CONTRACTS, WITH ALL SUBCONTRACTORS OR THIRD PARTIES, THAT UTILIZE AREA PLAN FUNDING UNDER THIS CONTRACT

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY, UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS RELATED TO THE OLDER AMERICANS ACT.
2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER, WHICH WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THESE CONDITIONS ARE AS FOLLOWS:
 - A) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;
 - B) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND
 - C) FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED, NOW OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.
3. **OAA § 306(A)(4)(A)(II)(I)**; 42 U.S.C.A. § 3026(A)(4)(A)(II)(I): PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.
4. **OAA § 306(A)(4)(A)(II)(II)**; 42 U.S.C.A. § 3026(A)(4)(A)(II)(II): PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.

5. **OAA § 306(A)(4)(A)(II)(III); 42 U.S.C.A. § 3026 (A)(4)(A)(II)(III): PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.**
6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS SUCH AGENCY RECEIVES OR EXPENDS TO PROVIDE SERVICES TO OLDER INDIVIDUALS WILL BE DISCLOSED TO THE STATE UNIT ON AGING OR THE COMMISSIONER FOR THE DEPARTMENT OF HEALTH AND SENIOR SERVICES UPON REQUEST.
7. AT THE DISCRETION OF THE AREA AGENCY ON AGING, SUBCONTRACT LANGUAGE FOR AGENCIES FUNDED THROUGH THE APC PROVIDING REGISTERED SERVICES, AND WHO HAVE BEEN IDENTIFIED BY THE AAA TO HAVE SAMS LICENSES FOR CLIENT MANAGEMENT, SHOULD ALSO CONTAIN THIS LANGUAGE AS A REQUIREMENT OF RECEIVING FUNDING.
 - A. **PROVIDER AGENCY WILL USE SAMS FOR ALL APC DATA REPORTING, CLIENT TRACKING AND ALL CARE MANAGEMENT FUNDED BY AND THROUGH DACS/AAA**
 - B. **IF APPLICABLE, IN AN ADRC, THE PROVIDER AGENCY WILL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, RECORDING SERVICE DELIVERY, CLIENT CHARACTERISTICS AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.**

METHOD OF PAYMENT, MONITORING AND REPORTS REQUIRED

PAYMENTS

THE GRANTEE SHALL BE PAID, QUARTERLY, UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, A SUM NOT TO EXCEED 1/4 OF THE TOTAL GRANT PORTION OF THIS CONTRACT.

ALL PAYMENTS ARE TO BE MADE ON A REIMBURSEMENT BASIS, PURSUANT TO AVAILABILITY OF STATE AND FEDERAL GRANT FUNDS.

THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:

THE TOTAL AMOUNT OF THIS CONTRACT WILL BE PAID ON A QUARTERLY BASIS UNTIL THE LAST QUARTER, WHEN ANY ADJUSTMENTS DUE TO ANY CUTBACKS IN GRANT FUNDING WILL BE MADE.

REPORTS

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

MONITORING:

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

MEETINGS:

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

CLIENT SURVEY:

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

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT NUMBERED 086 CONSISTS OF 19 PAGES NUMBERED CONSEQUENTLY.

IN WITNESS THEREOF, THE COUNTY AND THE GRANTEE HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

GRANTEE All About Care, LLC
870 Mantoloking Road
Brick, N.J. 08723

BY: _____ Date _____
(Name)

(Title)

GRANTOR:

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ Date _____

NAME: Robert M. Damminger
TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

ROBERT N. DILELLA, CLERK OF THE BOARD

THIS AGREEMENT made on _____ day of _____, _____.

C1

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

GRANT AGREEMENT NUMBER 087 DATE 1/1/2012

APPROPRIATION CODE _____

PROJECT HOUSEKEEPING SERVICE

GRANTEE All About Care, LLC.

870 Mantoloking Road

Brick, N.J. 08723

GRANT AGREEMENT PAGES 1 THROUGH 18

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

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**COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT**

DEFINITIONS:

PROJECT HOUSEKEEPING SERVICE

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

AUTHORIZED APPROPRIATION:

ACCOUNT TITLE Area Plan

ACCOUNT CODE _____

CONTRACT PERIOD:

THIS AGREEMENT, ENTERED INTO THIS 1ST DAY OF JANUARY, 2012, BY
AND BETWEEN THE BOARD OF CHOSEN FREEHOLDERS OF THE
COUNTY OF GLOUCESTER HEREINAFTER REFERRED TO AS THE "COUNTY"

AND:

GRANTEE All About Care, LLC.

870 Mantoloking Road

Brick, N.J. 08723

HEREINAFTER REFERRED TO AS THE "GRANTEE".

WITNESSETH THAT:

1. TERM OF AGREEMENT. THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE 1ST DAY OF JANUARY, 2012, AND SHALL TERMINATE NO LATER THAN THE 31ST DAY OF DECEMBER, 2012.

2. COMPLIANCE. THE GRANTEE, IN ORDER TO INDUCE THE COUNTY TO MAKE THE WITHIN GRANT FOR THE PROJECT, AGREES THAT IT SHALL COMPLY WITH ALL PROVISIONS OF THE AUTHORIZING APPROPRIATION,

THE ACT, AND ANY REGULATIONS, REQUIREMENTS OR GUIDELINES WHICH THE COUNTY MAY ISSUE, WHETHER EXPLICITLY REFERRED TO HEREIN OR NOT.

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

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

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

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

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

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

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

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

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

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

10. PERSONAL PROPERTY. IF PERSONALTY, INCLUDING EQUIPMENT COSTING LESS THAN ONE HUNDRED (\$100.00) DOLLARS PER ITEM IS ACQUIRED AND USED FOR THREE (3) YEARS FROM DATE OF ACQUISITION FOR APPROVED CONTRACT PURPOSES, TITLE TO SUCH PROPERTY SHALL VEST IN THE GRANTEE. PERSONALTY, INCLUDING

EQUIPMENT, COSTING MORE THAN ONE HUNDRED (\$100.00) DOLLARS OR USED FOR LESS THAN THREE (3) YEARS SHALL BE OWNED BY THE COUNTY. THE COUNTY AT ITS OPTION MAY, HOWEVER, PERMIT THE GRANTEE TO RETAIN SUCH PROPERTY, SUBJECT TO REIMBURSEMENT TO THE COUNTY (AREA PLAN GRANT UNDER TITLE III) OF ITS COST MINUS A FAIR RENTAL VALUE, FOR THE PERIOD OF ACTUAL USE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. PROOF OF INSURANCE. PRIOR TO THE COMMENCEMENT OF WORK UNDER THIS CONTRACT AND UNTIL COMPLETION AND FINAL ACCEPTANCE OF THE WORK, ALL ABOUT CARE, LLC. SHALL, AT ITS SOLE

EXPENSE, MAINTAIN INSURANCE COVERAGE AND SHALL FURNISH TO THE COUNTY, CERTIFICATES OF INSURANCE EVIDENCING SAME AND REFLECTING THE EFFECTIVE DATE OF SUCH COVERAGE.

SUPPLEMENTARY PROVISIONS

(PROVISIONS NUMBERED 18 AND FOLLOWING)

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

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

19. A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THAT THE PROGRAM IS FUNDED BY TITLE III-B OF THE OLDER AMERICANS ACT, AS AMENDED, THROUGH A GRANT BY THE DEPARTMENT OF HEALTH AND SENIOR SERVICES, STATE OF NEW JERSEY.

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

THE VENDOR SHALL BE RESPONSIBLE FOR AND SHALL KEEP, SAVE AND HOLD THE COUNTY OF GLOUCESTER HARMLESS FROM ALL CLAIMS, LOSS, LIABILITY, EXPENSE, OR DAMAGE RESULTING FROM ALL MENTAL OR PHYSICAL INJURIES OR DISABILITIES, INCLUDING DEATH, TO EMPLOYEES OR RECIPIENTS OF THE VENDOR'S SERVICES OR TO ANY OTHER PERSONS, OR FROM ANY DAMAGE TO ANY PROPERTY SUSTAINED IN CONNECTION WITH THIS CONTRACT WHICH RESULTS FROM ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE OR MALPRACTICE, OF ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS OR INDEPENDENT CONTRACTORS, OR FROM THE VENDOR'S FAILURE TO PROVIDE FOR THE

SAFETY AND PROTECTION OF ITS EMPLOYEES, WHETHER OR NOT DUE TO NEGLIGENCE, FAULT, OR DEFAULT OF THE VENDOR. THE VENDOR'S LIABILITY UNDER THIS AGREEMENT SHALL CONTINUE AFTER THE TERMINATION OF THIS AGREEMENT WITH RESPECT TO ANY LIABILITY, LOSS, EXPENSE OR DAMAGE RESULTING FROM ACTS OCCURRING PRIOR TO TERMINATION.

21. THIS CONTRACT, IN ALL PHASES, IS PURSUANT TO THE AVAILABILITY OF FEDERAL FUNDING UNDER TITLE III.

22. ADDITIONAL INSURED. THE COUNTY OF GLOUCESTER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECT TO ALL ABOUT CARE, LLC. FOR THE EVENT OF THE HOUSEKEEPING SERVICE PROGRAM FOR SENIORS ON JANUARY 1, 2012 UNTIL DECEMBER 31, 2012.

ASSURANCES

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

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

FEDERAL REGISTER QUOTES THAT APPLY UNDER TITLE III.

1321.105 LICENSURE REQUIREMENT.

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

1321.109 PREFERENCE FOR THOSE WITH GREATEST ECONOMIC NEED.

ALL SERVICE PROVIDERS UNDER THIS PART MUST GIVE PREFERENCE TO THOSE WITH GREATEST ECONOMIC OR SOCIAL NEED. SERVICE PROVIDERS MAY USE METHODS SUCH AS LOCATIONS OF SERVICES AND SPECIALIZATION IN THE TYPES OF SERVICES MOST NEEDED BY THESE GROUPS TO MEET THIS REQUIREMENT. NO SERVICE PROVIDER MAY USE A MEANS TEST.

1321.111 CLIENT CONTRIBUTIONS.

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

1321.115 ADVISORY ROLE TO SERVICE PROVIDERS OF OLDER PERSONS.

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

1361.161 LEGAL SERVICES.

DEFINITION. LEGAL SERVICES MEANS LEGAL ADVICE AND REPRESENTATION TO THOSE WITH ECONOMIC OR SOCIAL NEEDS, PROVIDED BY A LAWYER OR NON-LAWYER WHERE PERMITTED BY LAW.

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT I, LIVING WAGE AGREEMENT, GRANT NUMBER 087

The County of Gloucester has implemented a "Living Wage" Resolution to be utilized in all Gloucester County Contracts. This was enacted under the Gloucester County Administrative Code, Article, PUR-4, Purchasing Procedures. (Dated August 1, 2001, Amended April 21, 2010).

Therefore, all employees assigned to work performed to contracts on behalf of the County of Gloucester shall be paid at an hourly rate of compensation as set forth in the Administrative Code provision continue to be required to assure that successful bidders receiving contracts awarded by the County of Gloucester attract and provide the highest quality workers available, ensuring quality workmanship and services, designed to result in County work being completed in a timely and appropriate fashion, with fewer worker injuries and work stoppages, all to the benefit of the County operations specifically and the residents of the County of Gloucester generally. All employees shall be paid at an hourly rate of compensation which shall be not less than one and one half times the State of New Jersey minimum wage; currently \$10.87 per hour.

In lieu of providing health and hospital insurance coverage to employees assigned to perform work as described above, the contract vendor shall pay to such assigned employees an amount equal to 25% of the minimum hourly wage established pursuant to Paragraph A., of this Administrative Code section" Currently \$2.72 per hour.

A statement of employees' wages and benefits must be completed and submitted as a material requirement of the bid in order for the bid to be accepted.

The County of Gloucester may refuse to award a contract to a person or entity submitting a bid if that person or entity has filed or submitted false information, or failed to file or submit the information required by these regulations.

Upon award of contract, the County of Gloucester may require further proof of compliance with the standards set forth in these regulations.

Failure to provide the aforesaid information shall constitute a violation resulting in the withholding of funds due to the contractor until such time as the information is provided. Submission of inaccurate, false, misleading or fraudulent information shall also constitute a violation of the ordinance and result in the withholding of funds due to the contractor and disqualification from consideration for future contracts.

These regulations shall not be construed as preventing any employer from providing rates of pay or benefits which are higher than those required by these regulations, diminishing the responsibilities of a public body or an employer under the provisions of any other law, or impairing any provision of an existing collective bargaining agreement.

These regulations shall not apply to construction contracts that are subject to any prevailing wage laws or regulations, contracts for the provision of goods only, contracts awarded to work-study or cooperative education programs, or contracts awarded for youth or job training programs.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 087

SCOPE OF SERVICES

After determining that services are needed due the fact that there is no family member or other responsible informal caregiver available or capable of providing such services, Housekeeping Service would allow 19 hours of service for those **homebound** seniors 60 and over who are unable to care for their home environment. Under extraordinary cases of exceptional NEED, extensions would be considered. It cannot, however, be used as a weekly accommodation.

The prime requirement is need as determined by a condition detrimental to the health of the client. Age, infirmity, severe disability, bed-fast illness (prolonged), blindness are all possible reasons for the service.

Housekeeping Service includes any combination of the following general, light services necessary to maintain a healthful condition of the living quarters for the client:

- Tidy client's living quarters
- **Sort, wash, dry, fold, store Client's Laundry**
- **Client Meal preparation**
- Monitor personal care and make appropriate referrals
- Assist with personal care

The "Caregiver" will conduct ongoing monitoring to detect changes in the client's condition, and provide referral, if necessary, to establish a linkage with the appropriate agency.

The grantee will reach the low income and minority target populations by networking with other social service providers, through referrals from the Outreach Program and by advertising in locations accessible to the target population. All clients will be from the frail or disabled target population. Doctors, hospitals or other medical sources will refer most.

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

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

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 087

SCOPE OF SERVICES

GRANTEE: All About Care, LLC.

PROJECT TITLE: Housekeeping Service

POPULATION TO BE SERVED: Residents of the county who are 60 years or older who are ill or infirm. A concerted effort will be made to target the low-income minority population in at least the same proportion of older individuals of the area served by the provider

18 Total clients	
9 clients low-income	(50% of 18)
6 clients minority	(33% of 18)
18 clients frail/disabled	(100% of 18)
16 clients vulnerable	(100% of 18)

SERVICE AREA: The entire geographical area of Gloucester County, attempting to target, identify, assess, and service those consumers eligible for services.

OBJECTIVE:
To provide basic routine housekeeping service for the ill, infirm elderly.

SERVICE DEFINITION: **SERVICE TAXONOMY:** 212
A service provided by a volunteer or paid staff person for routine basic upkeep and management of homes, for the purpose of enabling older persons to maintain themselves in their place of residence by removing housekeeping barriers. Determining that services are needed due to the fact that there is no family member or other responsible informal caregiver available or capable of providing such services.

AMOUNT: \$9,600.00

UNITS OF SERVICE: 452 Unit = 1 hour

CLIENT COUNT: 18

UNIT COST: \$ 21.24

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 087

	CASH	IN-KIND	TOTAL
Personnel	9,600.	-0-	9,600.
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	-0-	-0-	-0-
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET			
COST	9,600.	-0-	9,600.
	<u>LESS:</u>	Client Income	100.
		Grantee Match	-0-
		NET BUDGETED	
		COST	\$9,500.

III B	\$9,500.	99%
State Share	-0-	-0-%
State HDM Share	-0-	-0-%
Grantee Match	-0-	-0-%
Client Income	\$100.	1%
TOTAL	\$9,600.	100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 087

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE RECIPIENT SHALL INCLUDE THE FOLLOWING PROVISIONS IN SUB-CONTRACTS, WITH ALL SUBCONTRACTORS OR THIRD PARTIES, THAT UTILIZE AREA PLAN FUNDING UNDER THIS CONTRACT

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY, UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS RELATED TO THE OLDER AMERICANS ACT.
2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER, WHICH WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THESE CONDITIONS ARE AS FOLLOWS:
 - A) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;
 - B) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND
 - C) FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED, NOW OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.
3. **OAA § 306(A)(4)(A)(II)(I)**; 42 U.S.C.A. § 3026(A)(4)(A)(II)(I): PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.
4. **OAA § 306(A)(4)(A)(II)(II)**; 42 U.S.C.A. § 3026(A)(4)(A)(II)(II): PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.

5. **OAA § 306(A)(4)(A)(II)(III); 42 U.S.C.A. § 3026 (A)(4)(A)(II)(III): PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.**
6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS SUCH AGENCY RECEIVES OR EXPENDS TO PROVIDE SERVICES TO OLDER INDIVIDUALS WILL BE DISCLOSED TO THE STATE UNIT ON AGING OR THE COMMISSIONER FOR THE DEPARTMENT OF HEALTH AND SENIOR SERVICES UPON REQUEST.
7. AT THE DISCRETION OF THE AREA AGENCY ON AGING, SUBCONTRACT LANGUAGE FOR AGENCIES FUNDED THROUGH THE APC PROVIDING REGISTERED SERVICES, AND WHO HAVE BEEN IDENTIFIED BY THE AAA TO HAVE SAMS LICENSES FOR CLIENT MANAGEMENT, SHOULD ALSO CONTAIN THIS LANGUAGE AS A REQUIREMENT OF RECEIVING FUNDING.
 - A. **PROVIDER AGENCY WILL USE SAMS FOR ALL APC DATA REPORTING, CLIENT TRACKING AND ALL CARE MANAGEMENT FUNDED BY AND THROUGH DACS/AAA**
 - B. **IF APPLICABLE, IN AN ADCR, THE PROVIDER AGENCY WILL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, RECORDING SERVICE DELIVERY, CLIENT CHARACTERISTICS AND MANAGING THE ACTIVITIES OF THE ADCR BUSINESS PROCESS.**

METHOD OF PAYMENT, MONITORING AND REPORTS REQUIRED

PAYMENTS

THE GRANTEE SHALL BE PAID, QUARTERLY, UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, A SUM NOT TO EXCEED 1/4 OF THE TOTAL GRANT PORTION OF THIS CONTRACT.

ALL PAYMENTS ARE TO BE MADE ON A REIMBURSEMENT BASIS, PURSUANT TO AVAILABILITY OF STATE AND FEDERAL GRANT FUNDS.

THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:

THE TOTAL AMOUNT OF THIS CONTRACT WILL BE PAID ON A QUARTERLY BASIS UNTIL THE LAST QUARTER, WHEN ANY ADJUSTMENTS DUE TO ANY CUTBACKS IN GRANT FUNDING WILL BE MADE.

REPORTS

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

MONITORING:

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

MEETINGS:

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

CLIENT SURVEY:

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

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT
NUMBERED 087 CONSISTS OF 18 PAGES NUMBERED
CONSEQUENTLY.

IN WITNESS THEREOF, THE COUNTY AND THE GRANTEE HAVE
EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

GRANTEE All About Care, LLC.
870 Mantoloking Road
Brick, N.J. 08723

BY: _____ Date _____
(Name)

(Title)

GRANTOR:
COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ Date _____

NAME: Robert M. Damminger
TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

ROBERT N. DILELLA, CLERK OF THE BOARD

THIS AGREEMENT made on this _____ day of _____, _____.