



13

BOARD OF  
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR  
Robert M. Damminger

FREEHOLDER LIAISON  
Vincent H. Nestore Jr.



DEPARTMENT OF HUMAN  
SERVICES

DIRECTOR  
Lisa A. Cerny

P.O. Box 337  
Woodbury, NJ 08096

Phone: 856.384.6870  
Fax: 856.384.0207

[lcerny@co.gloucester.nj.us](mailto:lcerny@co.gloucester.nj.us)

[www.gloucestercountynj.gov](http://www.gloucestercountynj.gov)

TO: Judy M. Tobia Johnson

DEPARTMENT: Health, Senior, & Disability Services

GRANT TITLE: G.C. Comprehensive Alcohol & Drug Abuse Program

DATE: November 20, 2012

**CERTIFICATION LETTER**

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

REVIEWED BY: *[Signature]*

REVIEWED BY: *[Signature]*  
Grants Coordinator

FREEHOLDER MEETING: December 5, 2012

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



## State of New Jersey

DEPARTMENT OF HUMAN SERVICES  
DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES  
120 SOUTH STOCKTON STREET  
PO Box 362  
TRENTON, NJ 08625-0362

CHRIS CHRISTIE  
*Governor*

JENNIFER VELEZ  
*Commissioner*

KIM GUADAGNO  
*Lt. Governor*

LYNN A. KOVICH  
*Assistant Commissioner*

August 1, 2012

Ms. Judith Tobia Johnson Hadnett, Director  
Gloucester County Health and Senior Services  
County Addiction Services  
PO Box 337  
Woodbury, NJ 08096

RE: Proposed Renewal Contract # 13-530-ADA-0

Dear Ms. Hadnett:

As announced at the January, 2011 meeting of the New Jersey Association of County Alcoholism and Drug Abuse Directors, the New Jersey Division of Mental Health and Addiction Services (DMHAS) has extended the planning period of 2010-2012 County Comprehensive Plans through the end of calendar year 2013. Accordingly, DMHAS is accepting applications for the County Comprehensive Alcoholism and Drug Abuse Services Contract for calendar year (CY) 2013 beginning January 1, 2013 and ending December 31, 2013.

The application must propose activities that are consistent with the priorities of the CY 2010-2012 County Comprehensive Alcoholism and Drug Abuse Services Plan. Please submit your county application by September 30, 2012. No applications will be accepted until OPRE staff has reviewed your draft 2012 County Plan Update Progress Report (UPR) and draft 2013 Planned Resource Allocation Grids for consistency with the CCP. Counties seeking new or additional services for 2013 must also submit a draft 2013 RFP for review. Electronic copies of these documents are due by August 31, 2012 and you will be notified in September of the results of our review.

The Plan Update Progress Report for 2012 will replace the contract narrative for your 2013 contracts. If you are unable to meet this deadline, please contact Dr. Robert P. Culleton, Program Manager, at [robert.culleton@dhs.state.nj.us](mailto:robert.culleton@dhs.state.nj.us) to request an extension.

As you are aware, DMHAS has implemented its web-based Contract Information Management System (CIMS). DMHAS is requiring that you submit portions of your contract electronically through CIMS. All Contract Application Steps on CIMS are active for your renewal application with the exception of Step #4 ("Additional required contract documents") and Step #5 ("Approve Standard Language Document). Documents for Step #4 and Step #5 will still be required to be submitted in hard copy format. While Step #4 is not active at this time, please click on Step #4 in the CIMS [Contract Application Steps](#) screen to view the list of required contract documents that must be submitted.

*New Jersey Is An Equal Opportunity Employer*

As noted above, the process for submitting your contract application package has changed from previous years. **Please follow the submission instructions below to ensure prompt review of your contract renewal package:**

**I. The following documents must be completed and submitted with your renewal contract application package:**

**A. Items that must be submitted/approved electronically through CIMS:**

1. Annex A
2. Contract renewal budget (Annex B)

**B. Items that must be submitted to DMHAS in hard copy through USPS mail or courier service:**

1. Standard Language Document for Social Service and Training Contracts  
Please note that two (2) Standard Language Documents (SLDs) must be signed and returned. DMHAS will return one (1) copy to you, the contractee, with required Departmental signatures, to retain for your records.
2. Executive Order 129  
To complete this form, fill in your agency name as "Bidder" and your contract number as "Solicitation Number." The modalities for which you provide Substance Abuse Treatment will be your "Description of Services" and the location where these will be performed should also be identified. Sign next to the "By" line. Return form with your application and retain a copy of the Memorandum for your records.
3. Business Associate Agreement  
Please be advised that on the Board Resolution under the Health Insurance Portability and Accountability Act if your agency is a non-covered entity under HIPPA you must complete the Business Associate Agreement.
4. Board Resolution  
Please have a Board Authorized signatory sign and date the first page. Please fill out the second page and return both pages with your application.
5. Cost Allocation Plan  
Agencies are required to submit Cost Allocation Plans for their entire organization, which shows how individual salaries and other costs categories are attributed to DMHAS and all other payers.

*You may obtain all of these required forms at the following website:*

<http://www.state.nj.us/humanservices/das/information/contracts/>

**FUNDING LEVEL:**

Please refer to the Contract Information page on CIMS which identifies the funding available to your county for the CY 2013 contract period.

If you intend to allocate any of these contract dollars to support your county's direct provision of treatment and prevention/education services, you must provide:

1. a separate breakout of budget pages for these services;
2. a narrative that describes the types of service(s) and number of people to be served; and
3. an outline of the basis for monitoring (who will be assigned to monitor and what mechanism will be employed).

**CONTRACT STIPULATIONS:**

The Annex A located in CIMS, Step 1, outlines General Contract Requirements (Section I), County Authorities that Provide Direct Services (Section II), County Authorities that Provide Direct Services (County Subcontractee) and through Subcontractees (Section III), South Jersey Initiative (Section IV) and Detoxification (Section V). Annex A requirements serve as the basis for DMHAS' monitoring activities. Be advised, timely processing of your contract is dependent upon our receipt of an application that conforms to programmatic and fiscal requirements, and conforms to the priorities stated in the CY2010-2012 County Comprehensive Alcoholism and Drug Abuse Services Plan.

Please review the Annex A carefully to familiarize yourself with the new format and changes to certain requirements. Also, please note that dollars which support the county contract renewal are offered based upon the availability of funds.

Please submit your contract application to Jamelia Parkes at (choose according to delivery method):

**US MAIL:**

NJ Department of Human Services  
Division of Mental Health and  
Addiction Services  
P. O. Box 362  
Trenton, NJ 08625-0362

**EXPRESS DELIVERY:**

NJ Department of Human Services  
Division of Mental Health and  
Addiction Services  
120 South Stockton Street, 3<sup>rd</sup> Floor  
Trenton, NJ 08611

Should you have any immediate questions regarding the application process, please contact Robert Culleton at (609) 633-9798.

Sincerely,



Roger Borichewski  
Assistant Director

c: Contract Manager  
Program Manager

Submitted to NJ DHS/DMHAS - Electronically  
 2013 Gloucester County → Comprehensive Addiction Services Grant Application  
 CIMS Contract Information Management System

Go to: Contract Information Form

Return to Contract Screen

STATE OF NEW JERSEY  
 DEPARTMENT OF HUMAN SERVICES  
 ANNEX B: CONTRACT INFORMATION FORM

Contract #: 13-530-ADA-0 Mod No: 0  
 Agency Name: Gloucester County Department of Human Services  
 Address: PO Box 337  
 Woodbury, NJ 08096  
 Phone#: 856-384-6886  
 Executive Officer: Judith Tobia Hadnett  
 Prepared by: Judy M. Tobia-Johns Date: 09/27/2012

PAGE 1 OF 22  
 Purpose: Budget Preparation  
 01/01/2013 - 12/31/2013 ()

Federal Tax ID: 216000660-05  
 Charity #:  
 Agency Type: Public  
 Budget Period: 01/01/13 to 12/31/13 Fiscal Year End: 12/31  
 Schedules Completed:  1  2  3  4  5  6  
 Cash Basis  Accrual Basis

Please complete the column of County Match. Required County Match minimum: \$84550; Required Education Minimum: \$39806

Cont Div	Contract#	Program Name	Type of Service	Col #	Reimb Ceiling	Contract Type	Payment Method	Division Contact Person	Agency Contact Person	Phone #
DAS	13-530-ADA-0	Gloucester County	T&E CTY	3	338199	Cost Relate	Cost Reimb	nnugent	Judy M. Tobia John	(856)384-6886
DAS	13-530-ADA-0	Gloucester County	DETOX SUPP & SA	4	81784	Cost Relate	Cost Reimb	nnugent	Judy M. Tobia John	(856)384-6886
DAS	13-530-ADA-0	Gloucester County	STATE DISC 1&2	5	129012	Cost Relate	Cost Reimb	nnugent	Judy M. Tobia John	(856)384-6886
DAS	13-530-ADA-0	Gloucester County	AERF PLAN CTY	6	20000	Cost Relate	Cost Reimb	nnugent	Judy M. Tobia John	(856)384-6886
DAS	13-530-ADA-0	Gloucester County	A&E CTY	7	10000	Cost Relate	Cost Reimb	nnugent	Judy M. Tobia John	(856)384-6886
Other	N/A	Woodbury	County Match	8	84550	Cost Relate	Cost Reimb	Judy M. Tobia-John	Judy M. Tobia John	(856)384-6886
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Save & Continue Export/Print All

Budget: I certify that the cost data used to prepare this contract budget is current, complete, and in accordance with the governing principles for determining costs.

Agency Authorized Signatory

Approve Return to Contract Application Steps

Grant Application 2013

ANNEX A  
County Contract

The county authority that provides direct services ("county contractee") and all of its subcontracted providers shall adhere to all Contractual requirements stipulated herein.

**Section I**

**A. General Requirements of the County Authority**

1. The county governing body shall designate an individual to serve as the County Alcohol and Drug Abuse Director; whose primary responsibility shall be to plan and monitor programs that assure the provision of prevention, early intervention, treatment and post-treatment recovery support services to meet the needs of the county's alcohol and drug abusing county residents.
2. The county authority shall adhere to the requirements of *P.L. 1989, Chapter 51* services under the Alcohol, Education, Rehabilitation and Enforcement Funds (AEREF). Funding designated on the Addendum to Annex A is to be allocated and expended as follows:
  - a. *Chapter 51* services under the AEREF shall be used for alcohol and drug abuse service planning, development and provision for county residents in accordance with *New Jersey P.L. 1989, Chapter 51*; the County Comprehensive Alcohol and Drug Abuse Services Plan; and the Annex A requirements.
3. The county authority shall participate in unified Substance Abuse Prevention and Treatment planning activities, as directed by the Division of Mental Health and Addiction Services (DMHAS) and work collaboratively with the DMHAS on the identification of statewide unmet addiction service needs and priorities.
4. The county authority shall prepare and submit an updated annual County Comprehensive Alcohol and Drug Abuse Services Plan (hereafter referred to as the County Plan) and a draft Request for Proposal (RFP) in accordance with all DMHAS required timeframes and deadlines to the DMHAS Director, Office of Research, Planning, Evaluation and Information Systems, in accordance with *New Jersey P.L. 1989, Chapter 51* and DMHAS guidelines.
  - a. The County Plan is to:
    - assess and prioritize the addiction service needs of county residents using current relevant data;
    - include a County Plan Logic Model;
    - identify whether the county will manage its own Intoxicated Driver Resource Center (IDRC); or whether the county plans to subcontract for IDRC services;
    - address the needs of special populations, such as: youth, women, DUI offenders, persons in the workforce, disabled persons and criminal offenders;
    - identify existing community resources for the provision of alcohol and drug abuse services; and
    - RFP all subcontracts to ensure compliance with submitted updated annual county plan.

5. The County Plan and annual contract application for the use of AEREF monies and state discretionary funds shall be coordinated. Use of funding shall be based on the identified needs and priorities stated in the County Plan.
6. The county authority shall contribute a sum not less than twenty-five (25%) percent of the AEREF allocation to fund community addiction services. The required, minimum county contribution is designated as the "**County Match**" on the Addendum to Annex A.
7. The county authority is to commit approximately twelve (12%) percent of its AEREF allocation for the provision of education services consistent with the County Plan. The education requirement is designated as "**Required Education**" on the Addendum to Annex A.
8. The county authority shall oversee cooperative efforts between the County Alliance Coordinator, the Governor's Council on Alcoholism and Drug Abuse (GCADA), the DMHAS, and the county's prevention agencies on prevention-activities.
9. The county authority shall adhere to the requirements of *N.J.S.A. 26:2B-33(d)* regarding the establishment of a Local Advisory Committee on Alcoholism and Drug Abuse (LACADA) to assist the governing body in development of the annual comprehensive plan. The LACADA shall consist of no less than 10 and no more than 16 members and shall be appointed by the governing body. At least two of the members shall be recovering alcoholics and at least two of the members shall be recovering drug abusers. The committee members shall include the county prosecutor or his designee, a wide range of public and private organizations involved in the treatment of alcohol and drug-related problems and other individuals with interest or experience in issues concerning alcohol and drug abuse. Each committee shall, to the maximum extent feasible, represent the various socioeconomic, racial and ethnic groups of the county in which it serves.
10. The county authority shall ensure that the LACADA shall:
  - a. maintain copies filed at the offices of the county authority of all meeting sign-in sheets, agendas, minutes, funding recommendations and RFPs for the provision of planned alcohol and drug abuse services corresponding to the County Plan; these shall be made available for review during the annual site visit with the DMHAS County Program Monitor.
  - b. develop and adhere to county approved by-laws that shall include at a minimum the requirements for membership as set forth above, and shall also include the following stipulations with respect to membership:
    - the County Alcohol and Drug Abuse Director shall not serve as Chairperson, nor as a voting member, of the LACADA; and
    - County employees may serve on the LACADA and may vote provided that they recuse themselves from voting upon any matters in which they may have a real or perceived conflict of interest. County employees of the LACADA may not exceed 30% of the membership of the LACADA.
    - County By-Laws shall reference the number of county employees as well as all other LACADA members required to achieve a quorum.
11. The county authority shall immediately notify in writing the DMHAS, Office of Administrative

Services, when LACADA membership is below 10 and shall include a detailed plan with time frames demonstrating how the LACADA membership will be restored and maintained.

12. The county authority shall make substance abuse training or technical assistance opportunities available to county employees involved in County Plan development and service provision, and to the LACADA members.
13. The county authority shall establish and maintain a Providers Advisory Committee on Alcohol and Drug Abuse (PACADA) that represents alcohol and drug abuse providers in the county. The PACADA is to assist the county with the development of alcohol and drug abuse services for county residents. The PACADA is to provide input into the County Plan and participate in county-based needs assessment activity.
14. The county authority shall ensure that the PACADA shall:
  - a. maintain copies filed at the offices of the county authority of meeting sign-in sheets, agendas and minutes, these shall be made available for review during the annual site visit with the DMHAS County Program Monitor.
  - b. adhere to county approved by-laws;
  - c. ensure that all funded providers are required to attend at least seventy-five (75%) of PACADA meetings during the contract period.
15. The county authority shall establish and maintain a collaborative working relationship with other county planning bodies involved with alcohol and drug abuse services development. A system for dialogue/communication must be established to share planning information, and to coordinate planning efforts among the following entities and other appropriate entities as identified and any other entity as requested by DMHAS: the County Human Services Advisory Council, the County Youth Services Commission; and the Mental Health Board. This working relationship shall include, but not be limited to: providing liaison representation; information and technology transfer; exchanging meeting minutes; conducting either combined annual meetings, or mutual planned reviews as appropriate; and/or conducting respective plan reviews.
16. The county authority shall develop and maintain a formal process for soliciting, receiving and reviewing competitive proposals/bids for all alcohol and drug abuse services provided under the County Comprehensive Alcohol and Drug Abuse Services contract. The county shall adhere to the DMHAS/DHS procurement rules. This shall include a process for:
  - a. public announcement of the availability of funds for alcohol and drug abuse services;
  - b. committee review by the LACADA of all competitive proposals/bids;
  - c. documentation of committee review and funding recommendations;
  - d. the allocation of funds based on service needs identified in the DMHAS-approved County Plan.
17. The county authority shall report to DMHAS annually on the progress made towards implementing substance abuse prevention, early intervention, treatment and recovery support service system changes as described in the DMHAS-approved County Plan.

18. The county authority shall report to DMHAS annually on the progress made on achieving specific goals within each of the four core domains of the service system (prevention, early intervention, treatment and recovery support) as described in the Logic Model component of the DMHAS-approved County Plan.
19. Progress reports for 16 and 17, above, shall be sent to the Director, Office of Research, Planning, Evaluation and Information Systems in a format provided by DMHAS.
20. The county authority shall report immediately in writing any anticipated or actual changes in the implementation of the DMHAS-approved County Plan to the Director, Office of Research, Planning, Evaluation and Information Systems.
21. The county authority shall submit copies of all executed subcontracts/third party agreements, **including county Memoranda of Agreement (MOA)**, to the DMHAS Administrative Services Unit **no later than June 1st of the contract year**. Funds will not be released to the county for any services for which the executed subcontracts/agreements have not been submitted to, and approved by the DMHAS Office of Administrative Services.
  - a. When the county authority transfers funds to any other municipal, state or county entity there shall be an agreement such as an MOA that details the transfer of funds and the scope of services. The county authority will monitor those services as required for subcontracts.
22. The county authority shall ensure that the DMHAS Office of Administrative Services approves any and all subcontracts entered into by the county and/or any other third party service provider agreement executed or authorized under this contract. State reimbursement for services provided by subcontractors/third parties will not be made unless the subcontracts/agreements have been approved by the DMHAS Office of Administrative Services. Expenditure reports requesting reimbursement for services provided without a DMHAS-approved subcontract or agreement will be returned to the county and will not be reimbursed.
23. The county authority shall assure that all subcontractees have been informed and apprised of the applicable Cost Principles governing subcontracts as appropriate under one or more of the following general categories:
  - a. State and Federal Governments
  - b. Non-profit Organizations
  - c. Educational Institutions
  - d. Hospitals
  - e. For Profit Organizations
24. The county authority shall maintain records of the county contracting/subcontracting process for the provision and/or procurement of alcohol and drug treatment services. This process shall ensure:
  - a. contractees and subcontractees providing treatment services are required to report admission, discharge, and other required data elements on the New Jersey Substance Abuse Monitoring System (NJ-SAMS);

- b. the contractee and subcontractee, in cooperation with the contracting agency, shall establish service outcome measures and performance standards specific to the level of care (i.e. rate of treatment completion, treatment duration, engagement in the continuum of care);
  - c. fiscal monitoring to verify that services funded under this contract are provided and are not reimbursed through other funding sources, including DMHAS-contract and fee for service initiatives. Any significant financial findings are to be reported to the DMHAS Director, Office of Administrative Services;
  - d. all treatment providers, without exception, shall be DMHAS licensed to provide the contracted/subcontracted services at the time of contract/subcontract execution.
  - e. all contractors/subcontractors and county-operated programs funded under this contract shall comply with regulations at *N.J.A.C. 13:34C-1 et seq.* that establish minimum acceptable standards of education, examination, experience, ethics and competent practice to encourage and promote quality treatment and rehabilitation for clients presenting with drug and/or alcohol addiction related disorders and with regulations at *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C. 10:161B-1 et seq.* that establish standards for licensure of substance abuse treatment facilities.
25. The county authority shall monitor all third-party expenditures and ensure that at a minimum an annual financial and compliance audit is conducted and submitted to the DMHAS Office of Administrative Services no later than 120 days after the expiration of the contract term. This audit shall clearly indicate that the subcontractor(s) has/have met all conditions of the agreement as stipulated in the contract.
26. The county authority shall be responsible for program monitoring and managing the funds awarded to a subcontractee to include at a minimum an annual on-site programmatic and fiscal records review to ensure that adequate programmatic and financial controls are in place and that the agency is in compliance with the terms and conditions of the prime contract as it relates to specific requirements contained in Annexes A and C of this contract.
- a. The county authority shall conduct at minimum annual on-site programmatic reviews of all subcontractees (including county contractees providing services through MOA's) providing services funded under this contract. using the DMHAS Annual Site Visit Monitoring Review Form, or another monitoring instrument approved by the DMHAS Office of Quality Assurance.
  - b. Copies of the completed site visit monitoring review forms are to be submitted to the DMHAS Office of Quality Assurance within 30 days of report completion.
  - c. The County Director shall ensure that all subcontractees site visits are completed and submitted to DMHAS by the last day of November within the contract cycle.
  - d. Copies of the reports are to be retained in the County Alcohol and Drug Abuse Director's office for at least three (3) years;
  - e. The county is to conduct additional programmatic reviews of subcontractors if one or more of the indicators listed below are noted. Copies of additional programmatic reviews are to be submitted to the DMHAS Office of Quality Assurance within 30 days:
    - non-compliance with timely submission of quarterly progress or

financial reports;

- underutilization of service levels, as agreed to in the subcontract;
- unqualified additions staff, or a lack of continuing education plans for direct service staff, as stated in the subcontract;
- unmet corrective action plan from previous monitoring cycle;
- negative community and/or client feedback.

- e. When requested, programmatic review of subcontractors is to include cooperation/collaboration with the DMHAS.
- f. The contractee shall notify the DMHAS of scheduled trainings/technical assistance sessions offered to subcontractors.

27. The county authority shall require all subcontracted treatment providers to submit monthly rosters of all clients receiving services under this contract to the contractee using the DMHAS approved roster form. The contractee shall maintain these rosters on file.
28. Contracting or subcontracting for treatment services outside of the State of New Jersey are prohibited without prior written approval from the DMHAS Deputy Director. Requests for waivers must be in writing and demonstrate that services cannot be procured within the state of New Jersey. Out-of-state agencies must have appropriate licensure and accreditations, be accessible to county clients, and supply required programmatic and financial reports. Waiver request must be submitted to the DMHAS Deputy Director prior to executing any contracts with out-of-state provider agencies and no less than one month prior to the DMHAS contract application due date. If out-of-state waivers are granted by the DMHAS, subcontracting requirements apply.
29. The county authority shall require subcontractees and the county if providing direct services to notify the County Alcohol and Drug Director of any changes in replacing key Personnel including the Executive Director, Medical Director and/or Director of Substance Abuse Counseling funded under or performing duties related to this contract, and to notify DMHAS of any such changes as required by *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C. 10:161B-1 et seq.*

## Section II

### A. County Authorities that Provide Direct Services

A County that provides direct client services herein after shall be referred to as the **county contractee**.

1. A county contractee shall have a current DMHAS license to provide the contracted substance abuse treatment services at each site. The county authority, shall enter into a formal, written agreement with the (county contractee) service delivery entity (i.e., MOA) that clearly states the terms and conditions of the agreement, including adherence to service utilization requirements. The service delivery entity shall adhere to the terms of this Annex A, including applicable practitioner and facility licensure regulations.

2. The county contractee must develop a system for allocating, tracking and differentiating revenue, expenses, services and capacity by payor which provides a comprehensive view of its service programs, especially those that include public funding, in a format to be provided by DMHAS. The county shall also require the same for all of its subcontractees
3. A contractee county that provides direct client services shall maintain an active caseload of county eligible clients at all times throughout the contract year in as defined and in accordance with their Annex A Addendum or similar contract documents, as applicable. Underutilization is a serious compliance issue that could result in the reduction/withdrawal of contract funds if the contractee, upon notice from the DMHAS, is unable to increase the number of clients served to the funded level. The contractee must notify the DMHAS Deputy Director within five (5) working days, whenever the level of service is below 95% of the contract requirement for 30 days or more. The county is also to establish service utilization requirements of its subcontracted treatment providers for all advance pay contracted services, using the same 95% utilization threshold as the DMHAS. For counties providing direct services, minimum levels of service are to be established for all funded programs.

### Section III

#### **A. County Authorities that Provide Direct Services (County Contractee) and through Subcontractees**

1. The county contractee and subcontractee shall comply with the programmatic and fiscal terms and conditions described and approved by the DMHAS and/or the county, as applicable, in its contract (subcontract) application, and any other standards or special terms or conditions noted in the contract (subcontract) award. Failure to carry out the program as described in the approved application may result in suspension, termination and/or ineligibility for future funding.
2. The county contractee and subcontractee shall comply with the electronic security and privacy standards set forth under the *Health Insurance Portability and Accountability Act of 1996 (HIPAA)* and shall adhere to the standards prescribed by the *Confidentiality of Alcohol and Drug Abuse Patient Records, (42 CFR, Part 2)*. Client records must be maintained for a minimum of 10 years in accordance with *N.J.S.A. 26:8-5 et seq.* and disposed of in the manner prescribed therein. Information obtained from NJ-SAMS will be made public only as aggregate data which cannot be used to identify any person receiving substance abuse treatment.
3. The county contractee and subcontractee shall accurately complete the NJ-SAMS modules, including admission and discharge screens, within three (3) days post admission and three (3) days post discharge for any new or continuing care client who is changing level of care placement. The NJ-SAMS discharge screens must be completed for all clients who have completed treatment at the level of care determined at treatment admission whether the client has completed the treatment plan or not.

4. The county contractee and subcontractee shall ensure that all services provided will be documented and maintained in individual client files.
5. The county contractee and subcontractee shall ensure that all clinical and fiscal program records for the current and most recent two (2) contract periods are maintained on-site in the administrative or clinical office, and can be accessed from NJ-SAMS for client records reported in NJ-SAMS.
6. The county contractee and subcontractee shall retain, for a period of no less than three (3) years, records of all expenditures for equipment, software, labor and service costs associated with NJ-SAMS reporting requirement compliance under this contract (subcontract).
7. The county contractee and subcontractee shall comply with regulations at *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C. 10:161B-1 et seq.* that establish standards for outpatient and residential licensure of substance abuse treatment facilities.
8. The county contractee and subcontractee shall provide all services under this contract (subcontract) in a smoke-free environment.
9. The county contractee and subcontractee is prohibited from distributing hypodermic needles or syringes, e.g., implementing a "needle exchange" program under this contract (subcontract.)
10. The county contractee and subcontractee shall ensure that current linkage or affiliation agreements that support the referral of clients who have special needs or require ancillary services with other agencies are maintained and updated annually. Such agreements shall be documented in writing and, at a minimum, provide for the availability of mental health assessment and treatment.

**B. Fiscal**

1. The county contractee and subcontractee shall accurately complete and submit, according to instructions and timeframes provided, all reports as required by the contracting agency, including but not limited to contract expenditure, progress and closeout reports. Counties providing direct services must submit a complete roster of all active clients to the DMHAS Office of Quality Assurance on a monthly basis on the DMHAS-approved roster form. This should be submitted to DMHAS within five (5) working days of the end of the month.
2. The county contractee and subcontractee shall disclose to its governing body all related party transactions (i.e., purchase of goods or services by the contractee/subcontractee including building or vehicle leasing) of employees, governing Board members and/or their families, and maintain a record of the disclosure(s) on the premises for DMHAS and/or county review, as applicable. In order to avoid potential conflicts of interest, all transactions of related parties must be addressed in the agency audit.
3. The county contractee and subcontractee shall provide staff, facilities, equipment and supplies

as needed to efficiently, economically and effectively satisfy the requirements of this contract (subcontract).

4. The county contractee and subcontractee agency shall develop and maintain written policies and procedures which ensure the proper administrative controls for this contract (subcontract). Copies should be placed in a policy manual for easy access and review. The content of this manual should include protocols for communications with the governing body, and policies relating to internal controls, procurement, travel and personnel.
5. The county contractee and subcontractee shall ensure that funds made available under this contract (subcontract) will not be used to supplant other funding.
6. The county contractee and subcontractee must ensure that funds made available under this contract (subcontract) will not be used for sectarian instruction and/or purposes.
7. The county contractee and subcontractee shall ensure that reimbursement for substance abuse treatment and/or recovery support services rendered to clients who meet DMHAS income and eligibility requirements utilize the following terms and conditions:
  - a. The contractee shall ensure that these funds are utilized for the provision of services to clients who meet criteria for DMHAS publicly-funded services as outlined in the DMHAS Income Eligibility Policy TS-2-22-2010.
    - The contractee shall not discharge clients in order to receive alternate clients at higher reimbursement rate.
    - The program shall use the Division of Addiction Services Income Eligibility (DMHASIE) module to determine client eligibility for both fiscal and programmatic criteria.
    - A signed copy of the DMHAS Income Eligibility Report must be kept in each individual client's file.
    - The contractee shall ensure that funds made available under this agreement will not be used to supplant other funding.
    - Attempts shall be made to obtain reimbursement from the client's health insurance company and ensure that there is no other payer, public or private, for the patient before and when utilizing DMHAS funding.
    - When a client has other health insurance, such benefits must be used first and to the fullest extent before utilizing DMHAS funding.
    - DMHAS funding may not be utilized for insurance co-pays.
  - b. The contractee cannot bill Medicaid or the Substance Abuse Initiative (SAI) for the same service provided on the same day.
  - c. The contractee must have a Client Sliding Fee Scale policy and procedure approved by the Board, unless no additional fees beyond the DMHAS funding amount are charged to clients. The sliding fee scale must start at "zero." A copy of the Client Sliding Fee Scale Policy and Procedure, including the Fee Schedule, must be

submitted to the county for approval as part of the contract application.

**C. Staff**

1. The county contractee and subcontractee shall ensure that all personnel hired and/or funded under this contract meet all educational and experiential requirements as stated in the contract including compliance with regulations at *N.J.A.C. 13:34C-1 et seq.* that establish minimum acceptable standards of education examination, experience, ethics and competent practice to encourage and promote quality treatment and rehabilitation for clients presenting with drug and/or alcohol addiction related disorders.
2. The county contractee and subcontractee shall ensure that all staff members funded under this contract and subcontract, are available on-site during scheduled working hours unless attending off-site meetings, conferences, etc. which are directly related to contract (subcontract) operations. Staff schedules must be maintained and available for review.
3. The county contractee and subcontractee, in providing direct treatment services, shall designate the following personnel:
  - a. Experienced staff person(s) for all agencies treating youth, or women and their dependent children to assess and address issues relating to potential child abuse and neglect, and to serve as liaison with the local Division of Youth and Family Services (DYFS) or other appropriate agencies;
  - b. Staff person(s) to coordinate/provide cultural competence/sensitivity skills training annually to all staff; and
  - c. Appropriate staff person (s) to attend training sessions provided or sponsored by DMHAS on the Addiction Severity Index (ASI), American Society of Addiction Medicine Patient Placement Criteria 2-R (ASAM PPC-2R). HIV counseling and testing, and other training sessions as required by DMHAS.

**D. Criminal Background Checks**

1. The county contractee and subcontractee shall ensure that full state-level criminal background checks are initiated at the time of employment for all employees, staff, volunteers, interns and any other subcontractees or service providers who routinely interact with clients to provide any treatment, prevention, and recovery support services, including transportation, funded under this contract.
2. The county contractee and subcontractee shall ensure that full state-level background checks supported by fingerprints are initiated at the time of employment for all employees, staff, volunteers, interns and any other subcontractees or service providers who routinely interact with adolescent clients or minor children to provide treatment, prevention, and recovery support services, including transportation and childcare, funded under this contract.

3. The county contractee and subcontractee shall ensure that documentation of completed background checks are maintained in staff personnel files.
4. The county contractee and subcontractee providing direct client services may use DMHAS contract funds to support the cost of required criminal background checks. The county authority shall submit with the final expenditure report for this contract year a listing of related costs. The county authority may opt to cost-share the expense of required criminal background checks with its subcontractees.

**E. Admissions Priority Criteria**

1. The county contractee and subcontractee shall ensure that all individuals admitted to treatment are properly assessed, and meet the admission criteria outlined in the contractee (subcontractee) policy manual.
2. The county contractee and subcontractee shall maintain a written policy regarding priority for admissions. This policy shall be visibly posted in a visible location within the agency. The contractee (subcontractee) shall at all times grant admission to treatment for priority populations in the following order:
  - Injecting drug using pregnant women;
  - Pregnant women;
  - Injecting drug users;
  - all other alcohol and drug users.
3. If a county contractee and subcontractee is at full capacity and unable to admit an IVDU pregnant woman and/or pregnant women it shall immediately refer such women to another facility or make interim services available within 48 hours. At a minimum, interim services include counseling and education about HIV and Tuberculosis (TB), about the risks of needle-sharing, the risks of HIV transmission to sexual partners and infants, and about steps that can be taken to ensure that HIV and TB transmission does not occur, as well as referral for HIV or TB treatment services, if necessary. For pregnant women, interim services also include counseling on the effects of alcohol and drug use on the fetus, as well as referral for prenatal care. If the contractee (subcontractee) serves an injecting drug user population, such applicants must receive preference for remaining slots after any pregnant women requiring services has been admitted.

**F. Clinical Services and Records**

1. The county contractee and subcontractee shall ensure that treatment services under this contract (subcontract) are provided in accordance with regulations at *N.J.A.C. 13:34C-1 et seq.*, *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C. 10:161B-1 et seq.*
2. The county contractee and subcontractee shall maintain an adequate client record system for all services provided under this contract in accordance with all applicable licensure and contractual

requirements. This record system shall be available for review and include but not be limited to:

- Adequate documentation to support first-and third-party billings, including eligibility for cost sharing and Medicaid reimbursement;
  - client assessment using the ASI;
  - documentation of client level of care determination according to the ASAM PPC 2-R;
  - DSM IV-TR diagnosis;
  - Household income assessment using the DASIE;
  - Physical examination/medical assessment, including TB testing as required by regulation; A treatment plan with specific goals and measurable objectives, reviewed and updated as clinically indicated and no less frequently than required by regulation;
  - tobacco use identified and addressed in the client's treatment plan;
  - Individual and group counseling and progress notes;
  - Education/didactic session notes;
  - Acknowledgment of HIV counseling and testing authorization signed by client;
  - Attendance sheet signed by client;
  - Discharge/Continuum of Care plan;
  - NJ-SAMS modules, including admission and discharge screens;
  - Signed authorization(s) to allow transfer of the NJ-SAMS client record for all clients who are referred for continuing care to another substance abuse treatment provider.
3. The county contractee and subcontractee shall seek client approval to include the client's family and/or support system in the process for admission, treatment and discharge planning.
  4. The county contractee and subcontractee shall offer all clients either on-site pre/post HIV counseling and testing or referral for same. HIV testing must be offered at the time of admission and every six (6) months thereafter. HIV testing will not be required for admission to treatment; clients have the right to refuse it, but they should be strongly encouraged to be tested. Regardless of HIV testing authorization, it is required that all clients receive pre-test counseling. Pre/post counseling and/or testing or refusal by a client to be tested shall be documented in the client record.
  5. The county contractee and subcontractee shall ensure that all clients testing positive for HIV, or who self- report as HIV positive, receive an initial referral for appropriate HIV medical treatment, and should be referred at least quarterly for a follow-up consultation. It is the responsibility of the Medical Director (or the Executive Director in the case where a program does not have a Medical Director) to ensure that clients receive referral to medical care for their HIV disease at an Early Intervention Program (EIP), HIV Care Center, or by a qualified physician selected by the client.
  6. The county contractee and subcontractee shall ensure that clients found to be unemployed at the time of intake will be referred for vocational testing to the Division of Vocational Rehabilitation (DVR), County One-Stop Employment Center or other appropriate agency. Client records must document referral and follow-up on all vocational referrals.

7. The county contractee and subcontractee shall maintain full utilization of services funded through this contract without exceeding any approved DMHAS licensed capacity, as applicable. Utilization must be demonstrated through the maintenance of an up-to-date DMHAS-approved roster of active clients which includes at a minimum the following data elements:
- Client ID #
  - Date of Admission to Treatment
  - Discharge Date
  - Family Income
  - Family Size
  - Treatment Modality/Level of Care
  - Payer Source(s) e.g., DMHAS, County, Work First, Medicaid, Insurance, Self-pay,
  - Total number of days of service at this level of care

#### **G. Clinical Supervision**

1. The county contractee and subcontractee shall ensure that clinical supervision in accordance with regulations at *N.J.A.C. 13:34C-1 et seq.*, *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C. 10:161B-1 et seq.* is provided for all treatment services funded through this contract.
2. The county contractee and subcontractee shall ensure that all clinical supervision is documented and that such documentation includes, at a minimum, the type of supervision (individual or group), the date and length of session, name of supervisor and supervisee, de-identified notes on cases reviewed, and content of supervision including core functions and knowledge, skills, and abilities that are the focus of supervision.

#### **Section IV. South Jersey Initiative**

1. The county authority shall ensure that the funding designated on the Addendum to Annex A in The category of "**South Jersey Initiative (SJI)**" shall be used to purchase transportation for clients who meet the DMHAS income eligibility criteria and the following criteria for South Jersey Initiative funding:
  - adolescents ages 13 through 18
  - young adults ages 18 through 24
  - A resident in one of the following counties: Atlantic, Camden, Cumberland, Gloucester Cape May, Ocean and Salem

#### **Section V. Detoxification**

1. The county authority shall ensure that detoxification providers are to have the applicable license (Department of Health and Senior Services license for hospital-based subacute care detoxification services; Department of Human Services, DMHAS license for substance abuse treatment facilities providing subacute detoxification services) to operate a detoxification program on or before the effective date of the county contract/subcontract.

2. The county contractee and subcontractee shall ensure that funding designated on the Addendum to Annex A, in the categories of **“Special Appropriation, Detoxification”** and **“Supplement, Detoxification”** shall not be used to offset or supplant other current funding allocations for detoxification services. It shall be used for enhancement or expansion of existing subacute detoxification services. This funding shall also be used for the following in accordance with this contract:
  - a. Clients must have access to detoxification services seven (7) days a week.
  - b. The detoxification programs must document clinical necessity for the services provided in the client file, including:
    - completed ASI;
    - appropriate evidence-based withdrawal risk assessment tools such as the Clinical Institute Withdrawal Assessment (CIWA), Clinical Institute Narcotic Assessment Scale for Withdrawal Symptoms (CINA), Clinical Opiate Withdrawal Scale (COWS), etc.
    - completed NJ-SAMS admission and discharge forms.
  - c. Client’s yearly limits for detox are as follows:
    - Level IV.D is 15 days per calendar year
    - Level III.7D is 25 days per calendar year
  - d. The detoxification allocations are for subacute ASAM PPC-2R Level III.7D or Level III.7DE enhanced subacute detoxification services. The DMHAS will allow expanded use of detoxification funds for residential care under the following conditions:
    - county allocation for residential care has been exhausted, and the annual allocation for residential care has been equal to or above the previous years allocation
    - detoxification funding may be used for residential continuing care for persons who have completed subacute detoxification.
    - The county must submit a written request to the DMHAS Office of Administrative Services for approval to use detoxification funds for residential services. Approval will be made on a county-by-county basis.
    - A maximum of ten percent (10%) of the supplemental allocation may be used for transportation of indigent clients to detoxification programs, or to other treatment following completion of detoxification.
  
3. The county contractee and subcontractee shall understand that detoxification of adolescents (<18 years of age) is permitted based on clinical necessity. Clinical necessity shall be clearly documented in the client’s file. Household income guidelines also apply to adolescents. Programs admitting adolescents must comply with all laws and regulations applicable to adolescent consent and authorization for service.
  
4. The county contractee and subcontractee shall ensure that funding supports services for ASAM PPC-2R Level III.7D or Level III.7DE detoxification. The services may be hospital-based or non-hospital based.
  
5. The county contractee and subcontractee shall ensure that clients receiving detoxification

services are to be connected to continuum of care treatment services to ensure appropriate linkage and reduce recidivism. Contracts can be structured to incentivize provider agencies to ensure that detox clients are transitioned to the next level of care. Incentives shall be allowed with prior written approval from DMHAS.

6. The contractee and subcontractee shall ensure that client treatment plans address continuing care needs, along with a client agreement to ongoing treatment, upon admission to a detoxification program.
7. The contractee and subcontractee shall ensure that formal, written affiliation agreements, for emergency services and other levels of detoxification or crisis care, are in place and maintained on file.
8. The contractee and subcontractee shall make arrangements for, and document referral and transfer of, clients with medical complications. Triage to other services shall be performed on all clients admitted for detoxification services.
9. The contractee and subcontractee shall ensure that protocols are to be in place to serve special populations such as pregnant women, non-English speaking persons, and persons with physical, sensory, developmental and/or cognitive disabilities.
10. Any proposal by a county to purchase and/or fund ambulatory detoxification services requires prior written approval by the DMHAS Office of Administrative Services. All such written requests will be made on a county-by-county basis.

Submitted to NJDHS/DMHAS - Electronically  
 2013 Gloucester County → Comprehensive Addiction Services Grant Application  
 CIMS Contract Information Management System Logout

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STATE OF NEW JERSEY  
 DEPARTMENT OF HUMAN SERVICES  
 ANNEX B: CONTRACT INFORMATION FORM

PAGE 1 OF 22  
 Purpose: Budget Preparation  
 01/01/2013 - 12/31/2013 ()

Contract #: 13-530-ADA-0 Mod No: 0  
 Agency Name: Gloucester County Department of Human Services  
 Address: PO Box 337  
 Woodbury, NJ 08096  
 Phone #: 856-384-6886  
 Executive Officer: Judith Tobia Hadnett  
 Prepared by: Judy M. Tobia-Johns Date: 09/27/2012

Federal Tax ID: 216000660-05  
 Charity #:  
 Agency Type: Public  
 Budget Period: 01/01/13 to 12/31/13 Fiscal Year End: 12/31  
 Schedules Completed:  1  2  3  4  5  6  
 Cash Basis  Accrual Basis

Please complete the column of County Match. Required County Match minimum: \$84550; Required Education Minimum: \$39806

Cont Div	Contract#	Program Name	Type of Service	Col #	Reimb Ceiling	Contract Type	Payment Method	Division Contact Person	Agency Contact Person	Phone #
DAS	13-530-ADA-0	Gloucester County	T&E CTY	3	338199	Cost Reimb	Cost Reimb	nnugent	Judy M. Tobia John	(856)384-688
DAS	13-530-ADA-0	Gloucester County	DETOX SUPP & SA	4	81784	Cost Reimb	Cost Reimb	nnugent	Judy M. Tobia John	(856)384-688
DAS	13-530-ADA-0	Gloucester County	STATE DISC 1&2	5	129012	Cost Reimb	Cost Reimb	nnugent	Judy M. Tobia John	(856)384-688
DAS	13-530-ADA-0	Gloucester County	AERF PLAN CTY	6	20000	Cost Reimb	Cost Reimb	nnugent	Judy M. Tobia John	(856)384-688
DAS	13-530-ADA-0	Gloucester County	A&E CTY	7	10000	Cost Reimb	Cost Reimb	nnugent	Judy M. Tobia John	(856)384-688
Other	N/A	Woodbury	County Match	8	84550	Cost Reimb	Cost Reimb	Judy M. Tobia-John	Judy M. Tobia John	(856)384-688
				9						
				10						
				11						
				12						
				13						
				14						
				15						
				16						
				17						
				18						
				19						
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				27						
				28						
				29						
				30						

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Budget: I certify that the cost data used to prepare this contract budget is current, complete, and in accordance with the governing principles for determining costs.

Agency Authorized Signatory

Summary Page

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		Woodbury						Other			
		1	2	3	4	5	6	7	8	9	10
Budget Category		Total Cost	Total DAS	T&E CTY	DETOX SUPP & SA	STATE DISC 1&2	AERF PLAN CTY	A&E CTY	County Match	Un-allowable	G&A
A. Personnel (including fringe benefits)		182468		155368	0	0	20000	7100	0	0	0
B. Consultants & Professional Fees		0		0	0	0	0	0	0	0	0
C. Materials & Supplies		2250		2250	0	0	0	0	0	0	0
D. Facility Cost		16500		0	0	0	0	0	16500	0	0
E. Specific Assistance to Clients		0		0	0	0	0	0	0	0	0
F. Other		462327		180581	81784	129012	0	2900	68050	0	0
G. General & Admin Cost Allocation				0	0	0	0	0	0	0	0
H. Total Operating Costs		663545		338199	81784	129012	20000	10000	84550	0	0
I. Equipment (Schedule 6)		0		0	0	0	0	0	0	0	0
J. Total Cost		663545		338199	81784	129012	20000	10000	84550	0	0
K. Less Revenue (Schedule 2)		0		0	0	0	0	0	0	0	0
L. Net Cost		663545		338199	81784	129012	20000	10000	84550	0	0
M. Profit		0		0	0	0	0	0	0	0	0
N. Reimbursable Ceiling		663545		338199	81784	129012	20000	10000	84550	0	0
O. Units of Service				1	1	1	1	1			
P. Unit Cost				338199	81784	129012	20000	10000			

Save G&A Manual Adjustment | Continue

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# Employee Information

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Agency Name: Gloucester County Department of Human Services  
Contract #: 13-530-ADA-0

STATE OF NEW JERSEY  
DEPARTMENT OF HUMAN SERVICES  
ANNEX B: EMPLOYEE INFORMATION

Purpose: Budget Preparation  
01/01/2013 - 12/31/2013  
PAGE 3 OF 22

[Add New Employee](#) [Add Vacant](#)

Funding	Category	Title	Agency Title	Title #	First Name	MI	Last Name	Emp #	Emp Start	Emp Termination	FT/PT	Hrs/Wk	Degree	License	Certification
N	Administration	Administrative Assistant/Executive Secretary	Administrative Clerk	00020	Virginia		Fisher	2	01/01/12		F	35.00	N/A	N/A,	N/A,
N	Administration	Secretary/Receptionist/Data Entry	LACADA Secretary	na	Sherry		Gilkin	3	01/01/12		P	0.05	N/A	N/A,	N/A,
N	Administration	Administrator/Director/President	Gloucester County Division of Addiction Services	Coordinator/Communi	Judith	M	Tobia-Johnson	01	04/20/92		F	35.00	MBA	N/A,	CPS,

Settings for next page (Personnel Salary):

Include Per diem in Personnel  Include Overtime in Personnel Sort page by:  Employee Name  Title #

[Save & Continue](#)

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Personnel

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Agency Name: Gloucester County Department of Human Services		STATE OF NEW JERSEY					Purpose: Budget Preparation				
Contract #: 13-530-ADA-0		DEPARTMENT OF HUMAN SERVICES					01/01/2013 - 12/31/2013				
View Terminated Employee's Salary		ANNEX B: PERSONNEL SALARY					PAGE 4 OF 22				
Employee Name	Title #	Woodbury									
		1	2	3	4	5	6	7	8	9	10
Total Cost	Total DAS	T&E CTY	DETOX SUPP & SA	STATE DISC 1&2	AERF PLAN CTY	A&E CTY	County Match	Un-allowable	G&A		
Fisher, Virginia	00020	42914	0	22914	0	0	20000	0	0	0	0
Gilkin, Sherry	na	560	0	560	0	0	0	0	0	0	0
Tobia-Johnson, Judith	Coordiantor, Communi	88994	0	81894	0	0	0	7100	0	0	0
Aggregate non-DAS funded		0	0	0	0	0	0	0	0	0	0
<b>Total</b>		<b>132468</b>	<b>132468</b>	<b>105368</b>	<b>0</b>	<b>0</b>	<b>20000</b>	<b>7100</b>	<b>0</b>	<b>0</b>	<b>0</b>
		Save	Save & Continue	Export/Print							

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# Fringe Benefits

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		STATE OF NEW JERSEY DEPARTMENT OF HUMAN SERVICES ANNEX B: FRINGE BENEFITS							Purpose: Budget Preparation 01/01/2013 - 12/31/2013 PAGE 5 OF 22			
Agency Name: Gloucester County Department of Human Services Contract #: 13-530-ADA-0												
Line Item	%	Woodbury							Other		Un-allowable	G&A
		1 Total Cost	2 Total DAS	3 T&E CTY	4 DETOX SUPP & SA	5 STATE DISC 1&2	6 AERF PLAN CTY	7 A&E CTY	8 County Match	9		
Composite	0	0	0	0	0	0	0	0	0	0	0	0
Day Care	0	0	0	0	0	0	0	0	0	0	0	0
Dental Plan	0	0	0	0	0	0	0	0	0	0	0	0
Employee Assistance	0	0	0	0	0	0	0	0	0	0	0	0
FICA	14	6993	0	6993	0	0	0	0	0	0	0	0
FLI/Family Leave	0	0	0	0	0	0	0	0	0	0	0	0
Group Medical Plan	67	33335	0	33335	0	0	0	0	0	0	0	0
Life Insurance	0	0	0	0	0	0	0	0	0	0	0	0
Long Term Disability	0	0	0	0	0	0	0	0	0	0	0	0
Pension/Retirement Plan	19	9345	0	9345	0	0	0	0	0	0	0	0
Prescription Plan	0	0	0	0	0	0	0	0	0	0	0	0
SUI/SDI	0	0	0	0	0	0	0	0	0	0	0	0
Vision Plan	0	0	0	0	0	0	0	0	0	0	0	0
Workers Compensation	1	327	0	327	0	0	0	0	0	0	0	0
Aggregate non-DAS funded	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total</b>	<b>101</b>	<b>50000</b>	<b>50000</b>	<b>50000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

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# Fringe Benefits Narrative

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Agency Name: Gloucester County Department of Human Services  
 Contract #: 13-530-ADA-0

STATE OF NEW JERSEY  
 DEPARTMENT OF HUMAN SERVICES  
 ANNEX B: FRINGE BENEFITS NARRATIVE

Purpose: Budget Preparation  
 PAGE 6 OF 22

If providing pension/retirement plan is it compliant with Federal Regulations?  Yes  No  N/A  
 If no, explain how and why it is not compliant?

Do all full time, fully vested employees receive the same fringe benefits menu?  Yes  No  
 If no, complete form below for those receiving a different menu

Name	Title	Title #	Employee #	Explain Differences	
Select					Add

Save Save & Continue Export/Print

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N A

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Go to: Consultant & Professional Fees

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				STATE OF NEW JERSEY DEPARTMENT OF HUMAN SERVICES ANNEX B: CONSULTANT & PROFESSIONAL FEES							Purpose: Budget Preparation 01/01/2013 - 12/31/2013 PAGE 7 OF 22		
				Woodbury							Other		
Service Type	Individual /Company	Direct Or Indirect	Basis	1 Total Cost	2 Total DAS	3 T&E CTY	4 DETOX SUPP & SA	5 STATE DISC 1&2	6 AERF PLAN CTY	7 A&E CTY	8 County Match	9 Un-allowable	10 G&A
Accounting		<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Accreditation		<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Answering Service		<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Architect		<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Auditing		<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
CC Provider		<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Client Care Coordinator		<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Client Referral Service		<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Dietetic		<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Education		<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Employee Benefits Advisor/Coordinator		<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Engineering		<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Evaluator		<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Facility Renovation/Repair Contractor		<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Fundraising		<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Grant Writer/Developer		<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Guest Speakers		<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Human Resources		<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Interpreter		<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
IT		<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Lab Testing		<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Legal		<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Medical		<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Payroll		<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Pharmacist		<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Program Development		<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Program Monitor		<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Psychiatric		<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Psychological		<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Security		<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Temporary Employment Agency		<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Training		<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
Aggregate non-DAS funded		<input type="checkbox"/>		0	0	0	0	0	0	0	0	0	0
<b>Total</b>				<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

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N/A

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Agency Name: Gloucester County Department of Human Services  
 Contract #: 13-530-ADA-0

STATE OF NEW JERSEY  
 DEPARTMENT OF HUMAN SERVICES  
 ANNEX B: CONSULTANT & PROFESSIONAL FEES NARRATIVE

Purpose: Budget Preparation  
 PAGE 8 OF 22

Add New Item

Service Type	Individual/Company	Freq Measurement	Freq #/Yr	Rate	Total Amt.	Address	Contact Person	Phone #
Accounting			0	0.000	\$0			?
Accreditation			0	0.000	\$0			?
Answering Service			0	0.000	\$0			?
Architect			0	0.000	\$0			?
Auditing			0	0.000	\$0			?
CC Provider			0	0.000	\$0			?
Client Care Coordinator			0	0.000	\$0			?
Client Referral Service			0	0.000	\$0			?
Dietetic			0	0.000	\$0			?
Education			0	0.000	\$0			?

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J

CIMS

Logout

Materials & Supplies

Go to: Materials & Supplies

Return to Contract Screen

Agency Name: Gloucester County Department of Human Services  
 Contract #: 13-530-ADA-0

STATE OF NEW JERSEY  
 DEPARTMENT OF HUMAN SERVICES  
 ANNEX B: MATERIALS & SUPPLIES

Purpose: Budget Preparation  
 01/01/2013 - 12/31/2013  
 PAGE 9 OF 22

Line Item	Direct Or Indirect	Basis	Woodbury							Other		G&A
			1 Total Cost	2 Total DAS	3 T&E CTY	4 DETOX SUPP & SA	5 STATE DISC 1&2	6 AERF PLAN CTY	7 A&E CTY	8 County Match	9 Un-allowable	
Client Food			0	0	0	0	0	0	0	0	0	0
Computer Software			0	0	0	0	0	0	0	0	0	0
Education Supplies			0	0	0	0	0	0	0	0	0	0
Laboratory Tests			0	0	0	0	0	0	0	0	0	0
Laundry Supplies			0	0	0	0	0	0	0	0	0	0
Maintenance Supplies			0	0	0	0	0	0	0	0	0	0
Medical Supplies			0	0	0	0	0	0	0	0	0	0
Medications			0	0	0	0	0	0	0	0	0	0
Office Supplies	D		900	0	900	0	0	0	0	0	0	0
Printing Costs	D		100	0	100	0	0	0	0	0	0	0
Program Supplies			0	0	0	0	0	0	0	0	0	0
Recreation(for clients)			0	0	0	0	0	0	0	0	0	0
Small Equipment	D		1250	0	1250	0	0	0	0	0	0	0
Vocational Supplies			0	0	0	0	0	0	0	0	0	0
Aggregate non-DAS funded			0	0	0	0	0	0	0	0	0	0
<b>Total</b>			<b>2250</b>	<b>2250</b>	<b>2250</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Save Save & Continue Export/Print

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*Materials + Supplies Narrative*

Logout

Go to: Materials & Supplies Narrative

[Return to Contract Screen](#)

Agency Name: Gloucester County Department of Human Services  
 Contract #: 13-530-ADA-0

STATE OF NEW JERSEY  
 DEPARTMENT OF HUMAN SERVICES  
 ANNEX B: MATERIALS & SUPPLIES NARRATIVE

Purpose: Budget Preparation  
 PAGE 10 OF 22

Add New Item

Line Item	Freq Measurement	Freq #/Yr	Client or Staff	# of Clients or Staff	Rate	Total Amt.	
Client Food		0		0	0.000	\$0	/
Computer Software		0		0	0.000	\$0	/
Education Supplies		0		0	0.000	\$0	/
Laboratory Tests		0		0	0.000	\$0	/
Laundry Supplies		0		0	0.000	\$0	/
Maintenance Supplies		0		0	0.000	\$0	/
Medical Supplies		0		0	0.000	\$0	/
Medications		0		0	0.000	\$0	/
* Office Supplies	Annually	1	Staff	3	300.000	\$900	/
* Printing Costs	Annually	1	Staff	3	33.330	\$100	/

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*CIMS  
Materials and Supplies  
Narrative Cont'd*

[Logout](#)

Go to: [Materials & Supplies Narrative](#)

[Return to Contract Screen](#)

Agency Name: Gloucester County Department of Human Services  
 Contract #: 13-530-ADA-0

STATE OF NEW JERSEY  
 DEPARTMENT OF HUMAN SERVICES  
 ANNEX B: MATERIALS & SUPPLIES NARRATIVE

Purpose: Budget Preparation  
 PAGE 10 OF 22

Add New Item

Line Item	Freq Measurement	Freq #/Yr	Client or Staff	# of Clients or Staff	Rate	Total Amt.
Program Supplies		0		0	0.000	\$0
Recreation (for clients)		0		0	0.000	\$0
Small Equipment	Annually	1	Staff	1	1250.000	\$1,250
Vocational Supplies		0		0	0.000	\$0

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Facility Costs  
 (Indirect Costs  
 CIMS  
 Attributable to Grant)

Logout

Go to: Facility Cost

Return to Contract Screen

Agency Name: Gloucester County Department of Human Services Contract #: 13-530-ADA-0			STATE OF NEW JERSEY DEPARTMENT OF HUMAN SERVICES ANNEX B: FACILITY COST							Purpose: Budget Preparation 01/01/2013 - 12/31/2013 PAGE 11 OF 22			
Line Item	Direct Or Indirect	Basis	Woodbury							Other			
			1 Total Cost	2 Total DAS	3 T&E CTY	4 DETOX SUPP & SA	5 STATE DISC 1&2	6 AERF PLAN CTY	7 A&E CTY	8 County Match	9 Un-allowable	10 G&A	
Building & Grounds	D	Percentage of Cost	16500	0	0	0	0	0	0	0	16500	0	0
Depreciation			0	0	0	0	0	0	0	0	0	0	0
Fuel/Oil			0	0	0	0	0	0	0	0	0	0	0
Household & Janitorial			0	0	0	0	0	0	0	0	0	0	0
Liability Insurance			0	0	0	0	0	0	0	0	0	0	0
Licenses & Permits			0	0	0	0	0	0	0	0	0	0	0
Maintenance Services			0	0	0	0	0	0	0	0	0	0	0
Mortgage Interest			0	0	0	0	0	0	0	0	0	0	0
Real Estate Taxes			0	0	0	0	0	0	0	0	0	0	0
Renovations			0	0	0	0	0	0	0	0	0	0	0
Rent			0	0	0	0	0	0	0	0	0	0	0
Repairs			0	0	0	0	0	0	0	0	0	0	0
Utilities			0	0	0	0	0	0	0	0	0	0	0
Aggregate non-DAS funded			0	0	0	0	0	0	0	0	0	0	0
<b>Total</b>			<b>16500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16500</b>	<b>0</b>	<b>0</b>

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# Facility Cost Narrative

CIMS

Logout

Go to: Facility Cost Narrative

Return to Contract Screen

Agency Name: Gloucester County Department of Human Services		STATE OF NEW JERSEY			Purpose: Budget Preparation	
Contract #: 13-530-ADA-0		DEPARTMENT OF HUMAN SERVICES			PAGE 12 OF 22	
ANNEX B: FACILITY COST NARRATIVE						
Line Item	Location	Provider	Freq Measurement	Freq #/Yr	Rate	Total Amt.
Building & Grounds	Gloucester County	Under Contract	Annually	1	16500.00	16500
<b>Justification</b>						
Percentage of County Indirect Cost Rate which actually is approx. \$57,000 per the 2007 analysis of county Indirect Costs which is based upon the % of FT salaries and the Department of Human Services Rate of .4048- 2007 analysis of actual costs-- There is a County Summary Available Upon Request-						
<b>Add New Item</b>						
Line Item	Location	Provider	Freq Measurement	Freq#/Yr	Rate	Total Amt.
Building & Grounds	Gloucester County	Under Contract	Annually	1	16500.00	\$16,500
		Continue	Export/Print			

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N/A

Return to Contract Screen

Go to: Specific Assistance to Clients

			STATE OF NEW JERSEY DEPARTMENT OF HUMAN SERVICES									
Agency Name: Gloucester County Department of Human Services			Purpose: Budget Preparation									
Contract #: 13-530-ADA-0			01/01/2013 - 12/31/2013									
			ANNEX B: SPECIFIC ASSISTANCE TO CLIENTS									
			Woodbury							Other		
Line Item	Direct Or Indirect	Basis	1 Total Cost	2 Total DAS	3 T&E CTY	4 DETOX SUPP & SA	5 STATE DISC 1&2	6 AERF PLAN CTY	7 A&E CTY	8 County Match	9 Un-allowable	10 G&A
Client Recreation			0	0	0	0	0	0	0		0	0
Clothing			0	0	0	0	0	0	0		0	0
Community Activities			0	0	0	0	0	0	0		0	0
Education			0	0	0	0	0	0	0		0	0
Emergency Client Fund			0	0	0	0	0	0	0		0	0
Emergency Housing			0	0	0	0	0	0	0		0	0
Hygiene Items			0	0	0	0	0	0	0		0	0
Rental Subsidy			0	0	0	0	0	0	0		0	0
Stipends			0	0	0	0	0	0	0		0	0
Transportation			0	0	0	0	0	0	0		0	0
Aggregate non-DAS funded			0	0	0	0	0	0	0		0	0
Total			0	0	0	0	0	0	0		0	0

Save Save & Continue Export/Print

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N/A

CIMS

Logout

Go to: Specific Assistance to Clients Narrative

Return to Contract Screen

Agency Name: Gloucester County Department of Human Services  
 Contract #: 13-530-ADA-0

STATE OF NEW JERSEY  
 DEPARTMENT OF HUMAN SERVICES  
 ANNEX B: SPECIFIC ASSISTANCE TO CLIENTS NARRATIVE

Purpose: Budget Preparation  
 PAGE 14 OF 22

Add New Item

Line Item	Freq Measurement	Freq #/Yr	# of Clients	Rate	Total Amt.	
Client Recreation		0	0	0.000	\$0	/
Clothing		0	0	0.000	\$0	/
Community Activities		0	0	0.000	\$0	/
Education		0	0	0.000	\$0	/
Emergency Client Fund		0	0	0.000	\$0	/
Emergency Housing		0	0	0.000	\$0	/
Hygiene Items		0	0	0.000	\$0	/
Rental Subsidy		0	0	0.000	\$0	/
Stipends		0	0	0.000	\$0	/
Transportation		0	0	0.000	\$0	/

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CIMS

Other (Includes Subcontracts with Outside Services)

Logout

Go to: Other

Return to Contract Screen

Agency Name: Gloucester County Department of Human Services		STATE OF NEW JERSEY		Purpose: Budget Preparation								
Contract #: 13-530-ADA-0		DEPARTMENT OF HUMAN SERVICES		01/01/2013 - 12/31/2013								
		ANNEX B: OTHER		PAGE 15 OF 22								
Line Item	Direct Or Indirect	Basis	Woodbury									
			1	2	3	4	5	6	7	8	9	10
			Total Cost	Total DAS	T&E CTY	DETOX SUPP & SA	STATE DISC 1&2	AERF PLAN CTY	A&E CTY	County Match	Un-allowable	G&A
Bank Fees			0	0	0	0	0	0	0	0	0	0
Bonding			0	0	0	0	0	0	0	0	0	0
Conferences & Meetings	D		200	0	200	0	0	0	0	0	0	0
D & O Insurance			0	0	0	0	0	0	0	0	0	0
Equipment Rental			0	0	0	0	0	0	0	0	0	0
Fundraising			0	0	0	0	0	0	0	0	0	0
Human Resources Recruitment			0	0	0	0	0	0	0	0	0	0
Internet Service			0	0	0	0	0	0	0	0	0	0
Investment Management Fees			0	0	0	0	0	0	0	0	0	0
Maintenance Contracts for Copiers/Printer & Fax			0	0	0	0	0	0	0	0	0	0
Membership Fees/Dues	D		400	0	400	0	0	0	0	0	0	0
Postage			0	0	0	0	0	0	0	0	0	0
Printing	D		640	0	640	0	0	0	0	0	0	0
Public Service Announcement	D		0	0	0	0	0	0	0	0	0	0
Residential Program Lodging			0	0	0	0	0	0	0	0	0	0
Staff Background Checking/Fingerprinting			0	0	0	0	0	0	0	0	0	0
Storage			0	0	0	0	0	0	0	0	0	0
Subcontracts	D		458425	0	176679	81784	129012	0	2900	68050	0	0
Subscriptions	D		200	0	200	0	0	0	0	0	0	0
Telephone (Cell)			0	0	0	0	0	0	0	0	0	0
Telephone (Land)			0	0	0	0	0	0	0	0	0	0
Trainings	D		452	0	452	0	0	0	0	0	0	0
Vehicle Auto Insurance			0	0	0	0	0	0	0	0	0	0
Vehicle Fuel			0	0	0	0	0	0	0	0	0	0
Vehicle Maintenance			0	0	0	0	0	0	0	0	0	0
Vehicle Mileage Reimbursement	D		2000	0	2000	0	0	0	0	0	0	0
Aggregate non-DAS funded			0	0	0	0	0	0	0	0	0	0
<b>Total</b>			<b>462327</b>	<b>394277</b>	<b>180581</b>	<b>81784</b>	<b>129012</b>	<b>0</b>	<b>2900</b>	<b>68050</b>	<b>0</b>	<b>0</b>

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Other - Narrative

Agency Name: Gloucester County Department of Human Services  
 Contract #: 13-530-ADA-0

STATE OF NEW JERSEY  
 DEPARTMENT OF HUMAN SERVICES  
 ANNEX B: OTHER NARRATIVE

Purpose: Budget Preparation  
 PAGE 16 OF 22

Add Conferences/Meetings Add Training

Conferences meetings



Name	Anticipated Start Date	Anticipated End Date	City	State	Means of Transportation	# of Agency Attendees	Reg. Rate/Staff	Trans. Rate/Staff	Lodging Rate/Staff	Aggregate Rate/Staff	DAS Funding	Match/Other	Total Amt.
NJPN- annual Conference	03/04/11	03/04/11	Atlantic City	NJ	own vehicle	1	50.00	0.00	0.00	50.00			\$50
GCADA Summit	05/15/11	05/15/11	Trenton	NJ	own vehicle	1	0.00	0.00	0.00	0.00			\$0
Conference sponsored by NJDMHAS, SAMHSA, NJ Cert. Bd	01/01/11	12/31/11	Trenton or Atlantic City or New Brunswick	NJ	own vehicle	1	150.00	0.00	0.00	150.00			\$150

Trainings

Name	Anticipated Start Date	Anticipated End Date	City	State	Means of Transportation	# of Agency Attendees	Reg. Rate/Staff	Trans. Rate/Staff	Lodging Rate/Staff	Aggregate Rate/Staff	DAS Funding	Match/Other	Total Amt.	Justification
NJ DAS quarterly Provider meetings and or others	01/01/11	12/31/11	Trenton and Mercer Co.	NJ	own vehicle	1	\$0	\$0	\$0	\$0			\$0	To attend NJDAS quarterly meetings
Various prevention Trainings for CPS recert.	01/01/11	12/31/11	Trenton, Atlantic City, New Brunswick	NJ	own vehicle, when applicable	1	\$462	\$0	\$0	\$462	\$462	\$0	\$462	To attend 4 trainings during the year for credits toward CPS recertification. Trainings to be offered during the year at approx \$80 each = \$320 plus \$142 toward Trainings of LACADA.

Memberships/Dues; Subscriptions; Mileage Reimbursement

Item	Freq Measurement	Freq #/Yr	Rate	Total Amt.	Justification
Membership Fees/Dues	Annually	1	250.00	\$250	NJ Association of County Alcoholism and Drug Abuse Director's Membership Dues
Subscriptions	Annually	4	50.00	\$200	For various books and subscriptions throughout the year (Le.- "Professional Counselor" and other subscriptions and books.
Vehicle Mileage Reimbursement	Annually	848	1.00	\$424	1. Mileage- for Judy M. Tobia Johnson to attend NJ Assoc. of County Alcohol and Drug Abuse Director's meetings 6 times per year and to be reimbursed for mileage at a rate of .50 per mile for 848 miles per year. 6 trips X (approx. 141.33 round trip miles per meeting) = \$424
Vehicle Mileage Reimbursement	Annually	318	1.00	\$159	Mileage -to perform on site monitoring of subgrants and receive mileage reimbursement - 13 visits at approximately 24.5 round trip miles each at a rate of .50 per mile
Vehicle Mileage Reimbursement	Annually	536	0.50	\$268	Mileage -to attend meetings per NJ DAS availability and receive mileage reimbursement at a rate of .50 per mile for approx. 360 miles for about 4 meetings per year at 90 miles round trip each. = \$180 and Mileage- 175 miles at .50 each mile for 2 trips to Trenton: 1) County Addiction Services Director to attend the Governor's Council Prevention Summit and 2) One other trip to the Trenton for another meeting at GCADA or DAS. = \$88
Vehicle Mileage Reimbursement	Annually	704	1.00	\$352	mileage reimbursement of approximately \$44 each training at a rate of .50 per mile for approx 704 miles for 4 trainings and 3 conferences = approx. \$350 mileage.
Membership Fees/Dues	Annually	1	80.00	\$80	National Association of Alcohol and Drug Abuse Counselor's
Membership Fees/Dues	Annually	1	70.00	\$70	So. NJ Addiction Services Provider's Coalition
Printing	Annually	1	640.00	\$640	To reproduce various items for LACADA and PACADA for education and information as needed.
Vehicle Mileage Reimbursement	Annually	1600	0.50	\$800	To provide mileage reimbursement for County Municipal Alliance Coordinator to and from Alliance program monitoring and to and from statewide association meetings. Alliance Coordinator will then provide dollars Countywide Alliance dollars for Programatic training for CASS and LACADA in exchange for Mileage reimbursement.

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Other Narrative-Subcontracts

Subcontractor Name	Start Date	End Date	Service Type	Population	Characteristics	Evidence Based	Freq Measurement/ Service Unit Description	Freq #/Yr	# of Clients	Rate/Service Unit Cost	Total Funding	Match / Other Funding	DAS Funding
Maryville, Inc.	1/1/2011	12/31/2011	Outpatient	Adult	Criminal Justice Adults	Y	Visits	1.000	100.000	100.000000000	10000.00	10000.00	0.00
Maryville, Inc.	1/1/2011	12/31/2011	Recovery Home	Adult	General Population	N	Annual	1.000	21.450	550.000000000	11800.00	0.00	11800.00
Lighthouse at Mays Landing	1/1/2011	12/31/2011	Short Term residential	Adult	Co-Occurring	Y	Daily	10.000	8.750	240.000000000	21000.00	21000.00	0.00
New Hope Foundation	1/1/2011	12/31/2011	Halfway House	Adult	General Population	Y	Daily	52.630	1.000	57.000000000	3000.00	0.00	3000.00
Center for Family Services	1/1/2011	12/31/2011	Outpatient	Adult	Criminal Justice Adults	Y	Visits	25.810	7.900	75.000000000	13550.00	0.00	13550.00
Center for Family Services	1/1/2011	12/31/2011	Prevention/Educational	Adolescents	Families and Children w/Emotional Prob.	Y	Monthly	1.000	12.000	250.200000000	3000.00	0.00	3000.00
Maryville, Inc.	1/1/2011	12/31/2011	Outpatient	Adult	General Population	Y	Monthly	12.000	30.000	100.000000000	36000.00	36000.00	0.00
SODAT of New Jersey, Inc.	1/1/2011	12/31/2011	Other	Adult	Criminal Justice Adults	N	Daily	135.000	11.000	10.020000000	14875.00	0.00	14875.00
SODAT of New Jersey, Inc.	1/1/2011	12/31/2011	EIP	Adolescents	Elementary and Middle School Youth	N	Daily	1.000	50.000	60.000000000	3000.00	0.00	3000.00
The Wounded Healer	1/1/2011	12/31/2011	Transportation	All	Youth Adults 18 - 25 Years Old	Y	Visits	5.420	12.000	60.000000000	3900.00	0.00	3900.00

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Other Narrative Cont'd  
 Subcontractors Cont'd  
 ↳ pg 2 of 4

Subcontractor Name	Start Date	End Date	Service Type	Population	Characteristics	Evidence Based	Freq Measurement/Service Unit Description	Freq #/Yr	# of Clients	Rate/Service Unit Cost	Total Funding	Match / Other Funding	DAS Funding
The Wounded Healer	1/1/2011	12/31/2011	Outpatient	All	General Population	Y	Daily	12.500	16.100	40.00000000	8050.00	0.00	8050.00 /
Hendricks House	1/1/2011	12/31/2011	Halfway House	Women	General Population	Y	Daily	52.630	1.000	57.00000000	3000.00	0.00	3000.00 /
New Point Behavioral Health/ Fresh Start Prog	1/1/2011	12/31/2011	MICA	Adult	Co-Occurring	Y	Daily	252.000	20.000	1.19000000	6000.00	0.00	6000.00 /
Contact Community Helplines	1/1/2011	12/31/2011	Information/Referral	All	General Population	Y	Annual	1.000	1100.000	3.64000000	4000.00	0.00	4000.00 /
Glo.Co.Project Aware Prevention/ Ed. & Municipal	1/1/2011	12/31/2011	Prevention/Educational	All Ages	General Population	N	Visits	1.000	600.000	1.04000000	625.00	0.00	625.00 /
Center for Family Services	1/1/2011	12/31/2011	Outpatient	Adolescents	Youth 12-17	Y	Visits	20.000	20.910	30.00000000	12550.00	0.00	12550.00 /
Lighthouse of Mayslanding, NJ	1/1/2011	12/31/2011	Residential Detox	Adult	Co-Occurring	Y	Daily	5.000	14.231	260.00000000	18500.00	0.00	18500.00 /
New Hope Foundation	1/1/2011	12/31/2011	Short Term residential	All	General Population	Y	Daily	14.000	7.190	145.00000000	14600.00	1050.00	13550.00 /
Center for Family Services	1/1/2011	12/31/2011	Prevention/Educational	Adolescents	Homeless	Y	Daily	365.000	12.000	7.42000000	32500.00	0.00	32500.00 /
SODAT of New Jersey, Inc.	1/1/2011	12/31/2011	Other	All	Co-Occurring	N	Hourly	1.000	10.000	300.00000000	3000.00	0.00	3000.00 /

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Other Narrative Cont'd  
 Subcontracts Cont'd  
 ↳ Pg 3 of 4

Subcontractor Name	Start Date	End Date	Service Type	Population	Characteristics	Evidence Based	Freq Measurement/Service Unit Description	Freq #/Yr	# of Clients	Rate/Service Unit Cost	Total Funding	Match / Other Funding	DAS Funding
The Wounded Healer	1/1/2011	12/31/2011	EIP	Adolescent male	Criminal Justice Youth	Y	Visits	1.000	50.000	100.000000000	5000.00	0.00	5000.00
Volunteers of America Delaware Valley	1/1/2011	12/31/2011	Short Term residential	All	General Population	Y	Daily	14.000	9.170	148.000000000	19000.00	0.00	19000.00
Hendricks House	1/1/2011	12/31/2011	Halfway House	Men	General Population	Y	Daily	70.175	2.000	57.000000000	8000.00	0.00	8000.00
Maryville, Inc.	1/1/2011	12/31/2011	Short Term residential	Adult	General Population	Y	Daily	1.000	496.550	145.000000000	72000.00	0.00	72000.00
SODAT of New Jersey, Inc.	1/1/2011	12/31/2011	Prevention/Educational	Adolescents	Families and Children w/Emotional Prob.	N	Visits	5.000	20.000	20.000000000	2000.00	0.00	2000.00
The Wounded Healer	1/1/2011	12/31/2011	Intensive Outpatient	All	General Population	Y	Visits	24.000	9.170	75.000000000	16500.00	0.00	16500.00
Maryville, Inc.	1/1/2011	12/31/2011	Residential Detox	Adult	General Population	Y	Daily	3.538	87.000	206.000000000	63400.00	0.00	63400.00
New Hope Foundation	1/1/2011	12/31/2011	Residential Detox	All	General Population	Y	Daily	3.500	12.763	197.000000000	8800.00	0.00	8800.00
SODAT of New Jersey, Inc.	1/1/2011	12/31/2011	Prevention/Educational	Adolescents	Youth 12-17	N	Daily	20.000	200.000	2.500000000	10000.00	0.00	10000.00
Pinnacle Treatment Center/Del Val	1/1/2011	12/31/2011	Methadone	Adult	General Population	Y	Weekly	4.000	28.125	80.000000000	9000.00	0.00	9000.00

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Other Narrative Cont'd  
 Subcontracts Cont'd  
 ↳ pg. 4 of 4

Subcontractor Name	Start Date	End Date	Service Type	Population	Characteristics	Evidence Based	Freq Measurement/Service Unit Description	Freq #/Yr	# of Clients	Rate/Service Unit Cost	Total Funding	Match / Other Funding	DAS Funding
Southwest Council	1/1/2011	12/31/2011	Other	All	General Population	N	Evaluations	1.000	13.636	110.00000000	1500.00	0.00	1500.00
Maryville, Inc.	1/1/2011	12/31/2011	Short Term residential	Adult	Co-Occurring	Y	Daily	13.330	5.000	165.00000000	11000.00	0.00	11000.00
SODAT of New Jersey, Inc.	1/1/2011	12/31/2011	Outpatient	Adult	General Population	Y	Hourly	29.444	9.000	35.00000000	9275.00	0.00	9275.00

12/31

pg 4 of 4

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NA

CIMS

Logout

Go to: Schedule 2-Revenue

Return to Contract Screen

Description	STATE OF NEW JERSEY DEPARTMENT OF HUMAN SERVICES ANNEX B: SCHEDULE 2-REVENUE									
	1	2	3	4	5	6	7	8	9	10
	Total Cost	Total DAS	T&E CTY	DETOX SUPP & SA	STATE DISC 1&2	AERF PLAN CTY	A&E CTY	County Match	Un-allowable	G&A
Additional Client Fees	0	0	0	0	0	0	0	0	0	0
Child Nutrition	0	0	0	0	0	0	0	0	0	0
Client Admission Fees	0	0	0	0	0	0	0	0	0	0
Client Outpatient Fees	0	0	0	0	0	0	0	0	0	0
Client Residential Fees	0	0	0	0	0	0	0	0	0	0
Client Self Pay	0	0	0	0	0	0	0	0	0	0
Conference/Meeting Fees	0	0	0	0	0	0	0	0	0	0
Co-occurring Services	0	0	0	0	0	0	0	0	0	0
County	0	0	0	0	0	0	0	0	0	0
Donations	0	0	0	0	0	0	0	0	0	0
Education	0	0	0	0	0	0	0	0	0	0
Food Stamps	0	0	0	0	0	0	0	0	0	0
Fundraising	0	0	0	0	0	0	0	0	0	0
Insurance	0	0	0	0	0	0	0	0	0	0
Interest	0	0	0	0	0	0	0	0	0	0
Lab Test Fees	0	0	0	0	0	0	0	0	0	0
Medicaid	0	0	0	0	0	0	0	0	0	0
Medicare	0	0	0	0	0	0	0	0	0	0
Rental Income	0	0	0	0	0	0	0	0	0	0
United Way	0	0	0	0	0	0	0	0	0	0
Welfare	0	0	0	0	0	0	0	0	0	0
WFNJ SAI	0	0	0	0	0	0	0	0	0	0
Aggregate non-DAS funded	0	0	0	0	0	0	0	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Save Save & Continue Export/Print

22

N/A

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Logout

Go to: Schedule 3-Applicable Credits

Return to Contract Screen

Agency Name: Gloucester County Department of Human Services  
Contract #: 13-530-ADA-0

STATE OF NEW JERSEY  
DEPARTMENT OF HUMAN SERVICES  
ANNEX B: SCHEDULE 3-APPLICABLE CREDITS

Purpose: Budget Preparation  
PAGE 18 OF 22

Add New Item

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N/A

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Logout

Go to:

[Return to Contract Screen](#)

Agency Name: <u>Gloucester County Department of Human Services</u> Contract #: <u>13-530-ADA-0</u>	STATE OF NEW JERSEY DEPARTMENT OF HUMAN SERVICES ANNEX B: SCHEDULE 4-RELATED ORGANIZATIONS	Purpose: Budget Preparation PAGE 19 OF 22
<a href="#">Add New Item</a>	<input type="button" value="Continue"/>	<input type="button" value="Export/Print"/>

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N/A

CIMS

Logout

Go to: [Schedule 5-Depreciation/Use Allowance](#)

[Return to Contract Screen](#)

Agency Name: <a href="#">Gloucester County Department of Human Services</a> Contract #: <a href="#">13-530-ADA-0</a> <a href="#">Add New Item</a>	STATE OF NEW JERSEY DEPARTMENT OF HUMAN SERVICES ANNEX B: SCHEDULE 5-DEPRECIATION/USE ALLOWANCE	Purpose: Budget Preparation PAGE 20 OF 22
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[Continue](#) | [Export/Print](#)

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N/A CIMS

[Logout](#)

Go to:

[Return to Contract Screen](#)

Agency Name: <u>Gloucester County Department of Human Services</u> Contract #: <u>13-530-ADA-0</u>	STATE OF NEW JERSEY DEPARTMENT OF HUMAN SERVICES ANNEX B: Equipment Inventory List (\$500 or more)	Purpose: Budget Preparation PAGE 22 OF 22
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[Add New Item](#)

[Continue](#)

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BOARD OF  
CHOSEN FREEHOLDERS  
  
COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY  
  
FREEHOLDER DIRECTOR  
**Robert M. Damminger**

FREEHOLDER  
**Lyman Barnes**  
LIAISON



DEPARTMENT OF HEALTH,  
SENIOR and DISABILITY  
SERVICES

DIRECTOR  
**Tamarisk L. Jones**

DIVISION OF DISABILITY

DIVISION HEAD  
**Leona G. Mather**

DIVISION OF ADDICTION  
SERVICES

ADMINISTRATOR  
**Judy Tobia-Johnson, MBA**

115 Budd Blvd.  
P.O. Box 337  
Woodbury, NJ 08096

Phone 856.384-6886  
Fax 856.384-0207

[www.gloucestercountynj.gov](http://www.gloucestercountynj.gov)

New Jersey Relay Service-711  
or Toll Free 1-800-852-7897

To: Diann Di Laurentis  
From: Judy M. Tobia Johnson  
Date NOVEMBER 8, 2012(Revsd-rearranged below-alpha order)  
Re: 2013 Contracted Agencies' Services Total = \$457,800\*  
[See Note below regarding projected 2013 total contracted services  
account -20299 account =\$458,425]

1- Contact Community Help Lines	\$ 4,000
2- Center for Family Services	\$ 61,600
Breakdown by Service: Family Support \$3,000; Adult and Adolescent Outpatient \$ 26,100 Together Youth Shelter \$ 32,500.	
3- Hendricks House-Halfway House	\$ 11,000
4- Lighthouse Recovery Ctr. of NJ (in Mayslanding)	\$39,500
Breakdown:Residential \$21,000;Detox 18,500.....	
5-Maryville	\$ 204,200
Breakdown: Residential \$72,000; MICA- \$ 11,000; Detox- \$63,400; Outpatient Treatment \$ 36,000 ...Assess/Evals \$ 10,000; Sober Living/OxfordHouse\$11,800...	
6- New Hope Foundation	\$26,400
Breakdown by Service: Residential - \$ 14,600 Detox - \$ 8,800; Mattie House/Halfway Hs.- \$3,000 .....	
7- New Point Behavioral Health- MICA Outpatient	\$ 6,000
8- Pinnacale Inc. , - Methadone Detox	\$9,000
9- SODAT	\$ 42,150
Breakdown:Teen Center\$10,000;Jail Prog. \$14,875;FSP \$2,000 Student Ast.\$3,000/ Psyc. Evals \$3,000; Adult Outpt.\$9,275. . .	
10- Southwest Council --Assessment/Evaluations	\$1,500
11- The Wounded Healer	\$33,450
Breakdown by Service: Outpatient Treatment \$ 24,550 Juvenile Det. Assess./Eval. \$ 5,000; SJI Transport.\$3,900.....	
12-Volunteers of America Recovery	\$19,000
Breakdown: Residential Treatment \$ 19,000; .....	

**\*NOTE: Total Service \$s [20299 account] are actually \$458,425.  
when including Glo. Co. Human Services - Project Aware \$300  
and Glo. Co. Dept. of Health and SS/Div. of Disabilities-Municipal  
Alliance Prevention \$325.**

C: Leona Mather  
\_\_\_ Mike Burke; Amanda Liberto

**GLOUCESTER COUNTY BREAKDOWN OF PERSONNEL COSTS**

<u>PERSONNEL SALARY</u>	<u>51</u>	<u>MATCH</u>	<u>LACADA ALLOT.</u>	<u>TOTAL</u>
A & DA Director	\$ 88,994.	-	-	\$ 88,994.
Secretary	\$ 22,914.	-	\$ 20,000.	\$ 42,914.
*Board Secretary	\$ 560.	-	-	\$ 560.
	\$112,468.		\$ 20,000.	\$132,468.

**County Fringe at 44.94% \***

**ONLY APPLY \$50,000 to Grant = < 38% of FT Salaries**

	<u>531</u>	<u>MATCH</u>	<u>LACADA ALLOT.</u>	<u>TOTAL</u>
A & DA Director	\$33,693.	-	-	\$ 30,693.
Secretary	\$16,307.	-	-	\$ 16,307.
	\$ 50,000.	\$ 0.	\$ 0.	\$ 50,000.
<b><u>INDIRECT COST</u></b>	\$ 0.	\$ 16,500.	\$ 0.	\$ 16,500.

In. Dir. Cost – Rate = 17.67%  
 Of salary; only charge Grant \$16,500.\*\*

\*Fringe Breakdown – applies to all full time employees not Board Secretary “pt”  
 SEE ATTACHED

\*\* In 2013- \$7,100 of the Indirect Cost charged to the grant is directly related to SJI (South Jersey Initiative) grant dollars for administrative support and if the Grant dollars for SJI Administration are lost (\$10,000 for admin and transportation for clients) then the County Indirect Costs chargeable to the grant will go down and will be less than \$16,500. This notation is here because it’s been discussed by the state that in future years the “SJI” dollars will no longer come to the counties because of the dollars possibly being transferred to the state budget to support NJ Healthcare Reform’s reimbursement for addiction services.



TO: ALL DEPARTMENTS  
FROM: GARY M. SCHWARZ  
COUNTY TREASURER *GMS*  
DATE: APRIL 9, 2012  
RE: 2012 FRINGE BENEFITS

BOARD OF  
CHOSEN FREEHOLDERS  
COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY  
FREEHOLDER DIRECTOR  
Robert M. Damminger

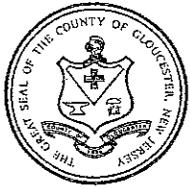
The 2012 General Fringe Benefit percentage is 53.83%. The breakdown by individual category is as follows:

Pension	13.21*
Group Insurance	32.75
NJ Employment Security	.22
FICA/Medicare	<u>7.65</u>
	53.83

\*For employees covered by Police and Firemen Pension, substitute 22.52% for the above 13.21%.

The Workmen's Compensation rate must be added for each particular position.

Also, please note that these figures are averages for the County at large. If a grant specified that fringes need to be identified by individual, this percentage would not apply.



COUNTY TREASURER'S  
OFFICE

TREASURER  
Gary M. Schwarz

Phone: 856.853.3353

BUDGET OFFICES

Phone: 856.853.3322  
Fax: 856.251.6778

P.O. Box 337  
Woodbury, NJ 08096

[www.co.gloucester.nj.us](http://www.co.gloucester.nj.us)

SCHEDULE A-2  
 GLOUCESTER COUNTY, NEW JERSEY  
 INDIRECT COST RATES  
 BASED ON CALENDAR YEAR 2010 ACTUAL COSTS

DEPARTMENTS	2010 INDIRECT COSTS	2010 DIRECT COST BASE (NOTE 1)	2010 INDIRECT COST RATE	NOTES
COUNTY CLERK	\$ 617,698	\$ 1,334,472	46.29%	
PROSECUTOR	\$ 2,088,583	\$ 7,188,054	29.06%	
EMERGENCY RESPONSE (COMMUNICATIONS)	\$ 1,988,129	\$ 7,282,963	27.30%	
ECONOMIC DEVELOPMENT - INCLUDING WIA (FORMERLY JTPA), WIB & PROGRAMS (DOES NOT INCLUDE CDBG)	\$ 327,330	\$ 1,275,386	25.67%	
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	\$ 44,635	\$ 279,281	15.98%	
CONSUMER PROTECTION	\$ 62,594	\$ 340,077	18.41%	
SURROGATE	\$ 228,243	\$ 523,332	43.61%	
PROBATION TITLE IV-D ADMINISTRATION	\$ 26,719			(2)
PROBATION IV-D CHILD SUPPORT	\$ 266,536			(2)
PROBATION ALL OTHER	\$ 734,206			(2)
FAMILY COURT CLERKS-TITLE IVD ADMINISTRATION	\$ 60,381			(2)
FAMILY COURT CLERKS-TITLE IVD CHILD SUPPORT	\$ 1,223,750			(2)
FAMILY COURT - ALL OTHER	\$ 500,590			(2)
COURT ADMINISTRATION - FACILITY COSTS	\$ 44,651			(2)
COURTROOMS, JUDGES' CHAMBERS & OTHER COURTS	\$ 6,080,252			(2)
SHERIFF	\$ 1,263,330	\$ 2,453,564	51.49%	
BOARD OF TAXATION	\$ 122,452	\$ 484,858	25.26%	
MEDICAL EXAMINER	\$ 217,425	\$ 889,231	24.45%	
COUNTY CLERK - ELECTIONS SECTION	\$ 51,408	602,805	\$ 0.09	(4)
COMMISSIONER OF REGISTRATION	\$ 1,883,970	602,805	\$ 3.13	(4)
FIRE MARSHALL	\$ 1,192			(3)
FIRE TRAINING CENTER	\$ 31,398			(3)
PLANNING DEPT	\$ 551,561	\$ 297,450	185.43%	
CONSTRUCTION BOARD OF APPEALS	\$ 58,618			(3)
ROADS & BRIDGES	\$ 2,987,572	\$ 2,305,666	129.58%	
ENGINEERING	\$ 1,410,069	\$ 917,375	153.71%	
CORRECTIONAL SERVICES/JAIL	\$ 3,644,702	\$ 12,343,175	29.53%	
HEALTH	\$ 1,208,666	\$ 2,750,660	43.94%	(5)
HEALTH WIC PROGRAM	\$ 43,732			(3) (5)
ANIMAL SHELTER	\$ 522,591	\$ 1,378,498	37.91%	
BOARD OF SOCIAL SERVICES	\$ 1,930,049			(3)
WORK FIRST NJ - BOARD OF SOCIAL SERVICES	\$ 5,480			(3)
SHADY LANE COMPLEX	\$ 33,991			(3)
SHADY LANE NURSING HOME	\$ 188,876			(3)
SHADY LANE CHILD DEVELOPMENT CENTER	\$ -			(3)
SENIOR SERVICES (INCLUDING OTHER ADMIN. SUPP.)	\$ 1,180,417	\$ 1,184,406	99.66%	(6)
SENIOR SERVICES (EXCLUDING OTHER ADMIN. SUPP.)	\$ 845,110	\$ 1,184,406	71.35%	(6)
HUMAN SERVICES	\$ 290,963	\$ 630,768	46.13%	
TRANSPORTATION SERVICES (FORMERLY STS)	\$ 874,233	\$ 1,595,454	54.80%	
VETERANS AFFAIRS	\$ 468,035	\$ 381,472	122.69%	
DISABILITY SERVICES	\$ 208,874	\$ 744,930	28.04%	
SUPERINTENDENT OF SCHOOLS	\$ 265,285	\$ 466,479	56.87%	
VOCATIONAL SCHOOL	\$ 33,280			(3)
EXTENSION SERVICES	\$ 256,307	\$ 354,615	72.28%	
COUNTY COLLEGE	\$ 766,754			(3)
CULTURAL & HERITAGE	\$ 26,195			(3)
PARKS & RECREATION	\$ 925,153	\$ 1,913,985	48.34%	
IMPROVEMENT AUTHORITY	\$ 244,734			(3)

**SALARY SCHEDULE B**  
**(Effective January 1, 2013)**

Scale	Incr.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
01	888.86	27,851	28,740	29,629	30,517	31,406	32,295	33,184	34,073	34,962	35,850	36,739	37,628
02	924.53	28,969	29,893	30,818	31,742	32,667	33,591	34,516	35,440	36,365	37,289	38,214	39,138
03	961.92	30,140	31,102	32,064	33,026	33,988	34,950	35,912	36,874	37,836	38,798	39,759	40,721
04	1,001.03	31,366	32,367	33,368	34,369	35,370	36,371	37,372	38,373	39,374	40,375	41,376	42,377
05	1,042.20	32,656	33,698	34,740	35,782	36,824	37,867	38,909	39,951	40,993	42,035	43,078	44,120
06	1,085.43	34,010	35,096	36,181	37,266	38,352	39,437	40,523	41,608	42,694	43,779	44,864	45,950
07	1,130.90	35,435	36,566	37,697	38,828	39,959	41,090	42,220	43,351	44,482	45,613	46,744	47,875
08	1,178.57	36,928	38,107	39,286	40,464	41,643	42,821	44,000	45,178	46,357	47,535	48,714	49,893
10	1,228.63	38,497	39,726	40,954	42,183	43,412	44,640	45,869	47,097	48,326	49,555	50,783	52,012
11	1,281.00	40,138	41,419	42,700	43,981	45,262	46,543	47,824	49,105	50,386	51,667	52,948	54,229
12	1,336.19	41,867	43,203	44,540	45,876	47,212	48,548	49,884	51,220	52,557	53,893	55,229	56,565
13	1,393.96	43,677	45,071	46,465	47,859	49,253	50,647	52,041	53,435	54,829	56,223	57,617	59,011
14	1,454.82	45,584	47,039	48,494	49,949	51,404	52,859	54,313	55,768	57,223	58,678	60,133	61,587
15	1,518.81	47,589	49,108	50,627	52,146	53,665	55,183	56,702	58,221	59,740	61,259	62,777	64,296
16	1,585.79	49,688	51,274	52,860	54,445	56,031	57,617	59,203	60,789	62,374	63,960	65,546	67,132
17	1,656.33	51,898	53,555	55,211	56,867	58,524	60,180	61,836	63,493	65,149	66,805	68,462	70,118
18	1,730.17	54,212	55,942	57,672	59,403	61,133	62,863	64,593	66,323	68,054	69,784	71,514	73,244
19	1,807.58	56,638	58,445	60,253	62,060	63,868	65,675	67,483	69,291	71,098	72,906	74,713	76,521
20	1,889.26	59,197	61,086	62,975	64,865	66,754	68,643	70,532	72,422	74,311	76,200	78,090	79,979
21	1,974.66	61,873	63,847	65,822	67,797	69,771	71,746	73,721	75,695	77,670	79,645	81,619	83,594
22	2,064.58	64,690	66,755	68,819	70,884	72,948	75,013	77,078	79,142	81,207	83,271	85,336	87,401
23	2,158.97	67,648	69,807	71,966	74,124	76,283	78,442	80,601	82,760	84,919	87,078	89,237	91,396
24	2,257.78	70,744	73,002	75,259	77,517	79,775	82,033	84,291	86,548	88,806	91,064	93,322	95,579
25	2,362.12	74,013	76,375	78,737	81,100	83,462	85,824	88,186	90,548	92,910	95,272	97,634	99,997
26	2,471.09	77,427	79,898	82,370	84,841	87,312	89,783	92,254	94,725	97,196	99,667	102,138	104,609
27	2,585.54	81,014	83,599	86,185	88,770	91,356	93,941	96,527	99,112	101,69	104,28	106,869	109,455

*Addition  
Services  
Secretary*

*Addition  
Services  
Director*

*\* plus longevity*

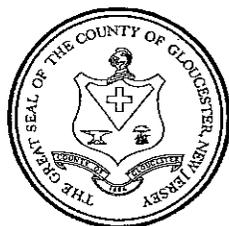
**AGREEMENT**

**BETWEEN**

**THE GLOUCESTER COUNTY BOARD OF  
CHOSEN FREEHOLDERS, COUNTY CLERK,  
SURROGATE, AND SHERIFF**

**AND**

**THE COMMUNICATIONS WORKERS  
OF AMERICA, AFL-CIO**

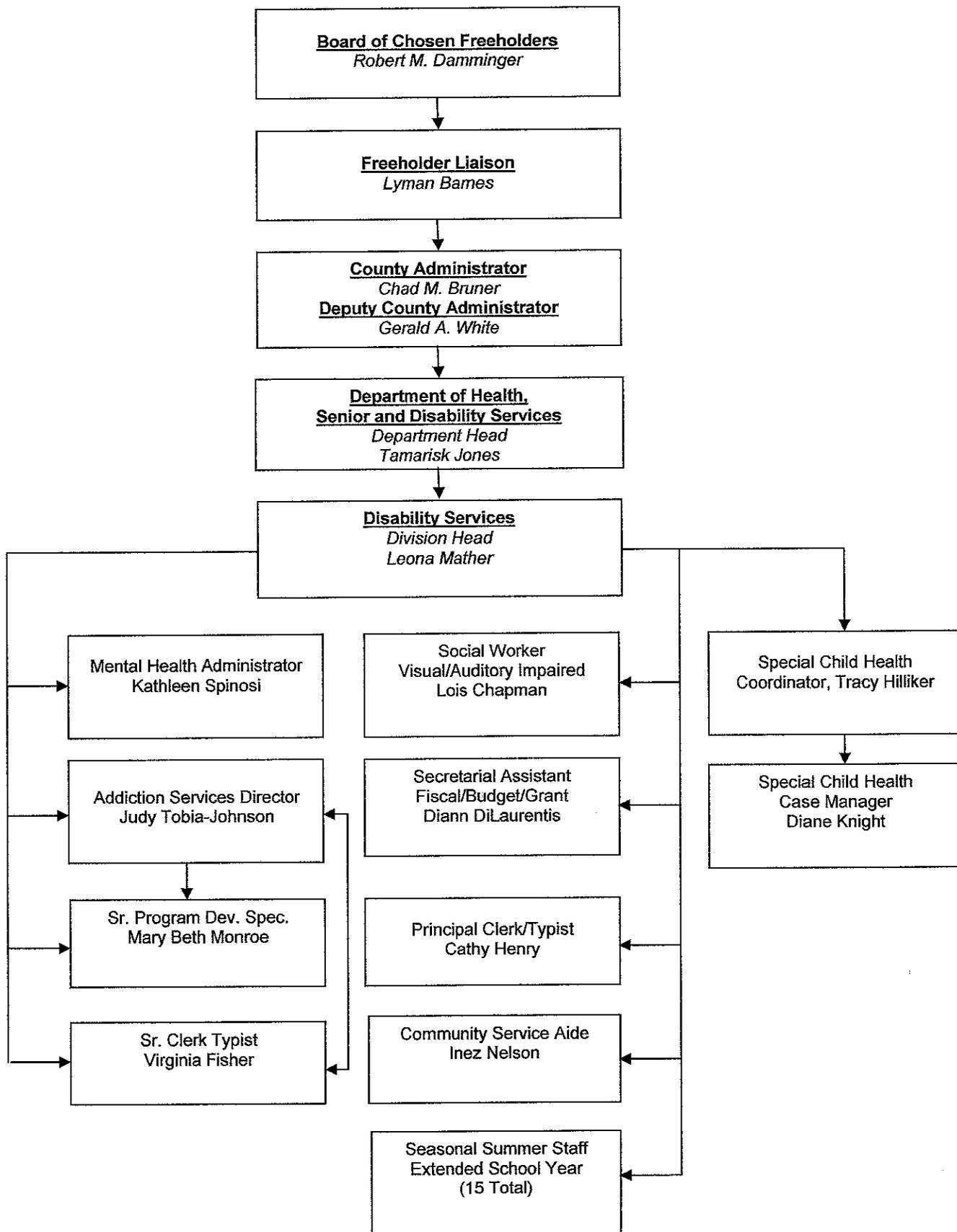


**Local 1085**

**Blue & White Collar, Supervisory, and Row Office Units**

**January 1, 2012 – December 31, 2014**

**2012 ORGANIZATIONAL CHART**  
**Division of Disability Services**



BUSINESS ASSOCIATE AGREEMENT AMENDING  
CONTRACT

between the New Jersey Department of Human Services (DAS)  
and County of Gloucester, NJ.

This Business Associate Agreement sets forth the responsibilities of the Gloucester Co. Business Associate) and the New Jersey Department of Human Services (DAS) as a Covered Entity, in relationship to Protected Health Information (PHI), as those terms are defined and regulated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations adopted thereunder by the Secretary of the United States Department of Health and Human Services, with the intent that the Covered Entity shall at all times be in compliance with HIPAA and the underlying regulations. This Business Associate Agreement is an Amendment to the Underlying Contract (Insert Previous Contract #12-530-ADAO) between Business Associate and Covered Entity and sets forth additional terms that may modify the Underlying Contract.

A. **Definitions:**

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

- a. *Agreement*: "Agreement shall mean this Business Associate Agreement Amending Contract (Insert Previous Contract #12-530-ADAO).
- b. *Designated Record Set*: "Designated Record Set" shall mean a group of records maintained by or for the Covered Entity that is the medical records and billing records of individuals maintained by or for the Covered Entity; and the enrollment, payment, claims, adjudication, and case or medical management record systems maintained by or for the Covered Entity, or used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
- c. *Individual*: "Individual" shall mean the person who is the subject of the Protected Health Information and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- d. *Notice of Privacy Practices*: "Notice of Privacy Practices" shall mean the Notice of Privacy Practices required by 45 CFR 164.520, provided by Covered Entity to Individuals.
- e. *Privacy Rule*: "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.
- f. *Protected Health Information (PHI)*: "PHI" shall mean individually identifiable health information that is transmitted by electronic media or transmitted or maintained in any other form or medium.
- g. *Record*: "Record" shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminate by or for a Covered Entity.

- h. *Required by Law*: "Required by Law" shall have the same meaning as in 45 CFR 164.501.
  - i. *Secretary*: "Secretary" shall mean the Secretary of the United States Department of Health & Human Services or his designee.
  - j. *Underlying Contract*: "Underlying Contract" shall mean the agreement between Covered Entity and Business Associate for children's mental health services (summarize contract subject, ie, for specified record management services), designated as Contract (
2. All other terms used herein shall have the meaning specified in the Privacy Rule or in the absence of if no meaning is specified, shall have their plain meaning.

**B. Obligations and Activities of Business Associate**

1. *Permitted Uses*. Business Associate may use PHI to perform functions, activities, or services for or on behalf of Covered Entity as specified in the Underlying Contract and this Agreement, provided that such use would not violate this Agreement, the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity. In the event that the Underlying Contract and this Agreement conflict, this Agreement shall control.
2. *Specified Permitted Disclosures*. Business Associate may further disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity as specified in the Underlying Contract, or for the proper management and administration of Business Associate, provided that such disclosure is Required by Law, or would not violate this Agreement, the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity, and Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which PHI has been disclosed. In the event that the Underlying Contract and this Agreement conflict, this Agreement shall control.
3. *Nondisclosure*. Business Associate agrees to not use or disclose PHI other than as permitted or required by the Agreement, the Underlying Contract, or as Required by Law. In the event that the Underlying Contract and this Agreement conflict, this Agreement shall control.
4. *Safeguards*. Business Associate agrees to implement and use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities.
5. *Duty to Mitigate*. Business Associate agrees to take prompt corrective action to mitigate any harmful effect that is known to Business Associate of a use or

- h. *Required by Law*: "Required by Law" shall have the same meaning as in 45 CFR 164.501.
  - i. *Secretary*: "Secretary" shall mean the Secretary of the United States Department of Health & Human Services or his designee.
  - j. *Underlying Contract*: "Underlying Contract" shall mean the agreement between Covered Entity and Business Associate for children's mental health services (summarize contract subject, ie, for specified record management services), designated as Contract (
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**B. Obligations and Activities of Business Associate**

1. *Permitted Uses*. Business Associate may use PHI to perform functions, activities, or services for or on behalf of Covered Entity as specified in the Underlying Contract and this Agreement, provided that such use would not violate this Agreement, the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity. In the event that the Underlying Contract and this Agreement conflict, this Agreement shall control.
2. *Specified Permitted Disclosures*. Business Associate may further disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity as specified in the Underlying Contract, or for the proper management and administration of Business Associate, provided that such disclosure is Required by Law, or would not violate this Agreement, the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity, and Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which PHI has been disclosed. In the event that the Underlying Contract and this Agreement conflict, this Agreement shall control.
3. *Nondisclosure*. Business Associate agrees to not use or disclose PHI other than as permitted or required by the Agreement, the Underlying Contract, or as Required by Law. In the event that the Underlying Contract and this Agreement conflict, this Agreement shall control.
4. *Safeguards*. Business Associate agrees to implement and use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities.
5. *Duty to Mitigate*. Business Associate agrees to take prompt corrective action to mitigate any harmful effect that is known to Business Associate of a use or

disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

6. *Duty to Notify of Improper Use or Disclosure.* Business Associate agrees to notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, or the Privacy Rule, or of any suspected or actual breach of security or intrusion whenever it becomes aware within twenty-four hours of Business Associate becoming aware of such use, disclosure or suspected or actual breach of security or intrusion. Business Associate further agrees to take prompt corrective action to cure or mitigate any harmful effects of any such use, disclosure, or actual or suspected breach of security of intrusion.
7. *Business Associate's Agents.* Business Associate agrees to ensure that any officer, employee, contractor, subcontractor or agent to whom it provides PHI received from or maintained, created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI.
8. *Access.* Business Associate agrees to provide access to PHI in a Designated Record Set to Covered Entity or to an Individual as directed by Covered Entity in order to meet the requirements of 45CFR 164.524, within 30 days of the date of any such request, unless the request is denied by Covered Entity pursuant to 45 CFR 164.524(a)(1), (a)(2) or (a)(3).
9. *Amendment.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as Covered Entity directs in order to meet the requirements of 45 CFR 164.526 or the Underlying Contract, within 30 days of such a request, unless the request has been denied pursuant to 45 CFR 164.526(d). Business Associate shall provide written confirmation of the amendment(s) to the Covered Entity.
10. *Appeals from Denial of Access or Amendment.* Business Associate agrees to create and maintain an appeal process that meets the requirements of 45 CFR 164.524 and 164.526 that an Individual can utilize if the Individual's request for access to or amendment of PHI is denied.
11. *Internal Practices.* Business Associate agrees to make its comprehensive written information privacy and security program, as well as its internal practices, books and records, including policies and procedures relating to the use and disclosure of PHI received from, or created, maintained, or received by Business Associate on behalf of Covered Entity available to Covered Entity within 30 days of the date of such request, or to the Secretary in a time and manner designated by the Secretary.
12. *Duty to Document Disclosures.* Business Associate agrees to document all disclosures of PHI which would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate agrees to provide to Covered Entity, within 30 days of the date of such request, all disclosures of PHI.
13. *Retention of Protected Information.* Notwithstanding the provisions of Section D of this Agreement, pursuant to 45 CFR 164.530(j), Business Associate agrees that

disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

6. *Duty to Notify of Improper Use or Disclosure.* Business Associate agrees to notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, or the Privacy Rule, or of any suspected or actual breach of security or intrusion whenever it becomes aware within twenty-four hours of Business Associate becoming aware of such use, disclosure or suspected or actual breach of security or intrusion. Business Associate further agrees to take prompt corrective action to cure or mitigate any harmful effects of any such use, disclosure, or actual or suspected breach of security of intrusion.
7. *Business Associate's Agents.* Business Associate agrees to ensure that any officer, employee, contractor, subcontractor or agent to whom it provides PHI received from or maintained, created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI.
8. *Access.* Business Associate agrees to provide access to PHI in a Designated Record Set to Covered Entity or to an Individual as directed by Covered Entity in order to meet the requirements of 45CFR 164.524, within 30 days of the date of any such request, unless the request is denied by Covered Entity pursuant to 45 CFR 164.524(a)(1), (a)(2) or (a)(3).
9. *Amendment.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as Covered Entity directs in order to meet the requirements of 45 CFR 164.526 or the Underlying Contract, within 30 days of such a request, unless the request has been denied pursuant to 45 CFR 164.526(d). Business Associate shall provide written confirmation of the amendment(s) to the Covered Entity.
10. *Appeals from Denial of Access or Amendment.* Business Associate agrees to create and maintain an appeal process that meets the requirements of 45 CFR 164.524 and 164.526 that an Individual can utilize if the Individual's request for access to or amendment of PHI is denied.
11. *Internal Practices.* Business Associate agrees to make its comprehensive written information privacy and security program, as well as its internal practices, books and records, including policies and procedures relating to the use and disclosure of PHI received from, or created, maintained, or received by Business Associate on behalf of Covered Entity available to Covered Entity within 30 days of the date of such request, or to the Secretary in a time and manner designated by the Secretary.
12. *Duty to Document Disclosures.* Business Associate agrees to document all disclosures of PHI which would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate agrees to provide to Covered Entity, within 30 days of the date of such request, all disclosures of PHI.
13. *Retention of Protected Information.* Notwithstanding the provisions of Section D of this Agreement, pursuant to 45 CFR 164.530(j), Business Associate agrees that

it and its officers, employees, contractors, subcontractors and agents shall continue to maintain the information required under subsection B(9) of this Agreement for a period of six years from the date of its creation or the date when it was last in effect, whichever is later.

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

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

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

it and its officers, employees, contractors, subcontractors and agents shall continue to maintain the information required under subsection B(9) of this Agreement for a period of six years from the date of its creation or the date when it was last in effect, whichever is later.

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

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3. *Revocations of Permission.* Covered Entity shall notify Business Associate of any changes in or revocation of permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
4. *Request for Restrictions.* Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
5. *Permissible Requests by Covered Entity.* Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible

under the Privacy Rule if done by Covered Entity or under Covered Entity's Notice of Privacy Practices or other policies adopted by Covered Entity pursuant to the Privacy Rule.

D. **Term of Business Associate Agreement and Termination of Underlying Contract and Business Associate Agreement**

1. *Term.* This Agreement shall be effective as of May 22, 2003 and it shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created, maintained or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with subsection 3, below.
2. *Termination for Cause.* Upon Covered Entity's knowledge of a material breach or violation(s) of any of the obligations under this Agreement by Business Associate, Covered Entity shall, at its discretion, either:
  - a. *Opportunity to Cure.* Provide an opportunity for the Business Associate to cure the breach or end the violation upon such terms and conditions as Covered Entity shall specify and if Business Associate does not cure the breach or end the violation upon such terms and conditions as Covered Entity has specified. Covered Entity may terminate the Underlying Contract (03AOKR) and require that Business Associate fully comply with the procedures specified in subsection 3, below;
  - b. *Termination of Underlying Contract.* Immediately terminate the Underlying Contract and require that Business Associate fully comply with the procedures specified in subsection 3, below, if Business Associate has breached a material term of this Agreement and Covered Entity has determined, in its sole discretion, that cure is not possible; or
  - c. *Report to the Secretary.* If neither termination nor cure is feasible, as determined by Covered Entity in its sole discretion, Covered Entity shall report the violation to the Secretary.
3. *Effect of Breach of this Agreement on Termination of the Underlying Contract.*
  - a. *Obligation to Return or Destroy All PHI.* Except as provided in paragraph b of this section, upon termination of the Underlying Contract for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.
  - b. *Certification of Return or Destruction.* Business Associate shall provide Covered Entity with a certification, within 30 days, that neither it nor its subcontractors or agents maintains any PHI in any form, whether paper, electronic or film, received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. Covered Entity shall

under the Privacy Rule if done by Covered Entity or under Covered Entity's Notice of Privacy Practices or other policies adopted by Covered Entity pursuant to the Privacy Rule.

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2. *Termination for Cause.* Upon Covered Entity's knowledge of a material breach or violation(s) of any of the obligations under this Agreement by Business Associate, Covered Entity shall, at its discretion, either:
  - a. *Opportunity to Cure.* Provide an opportunity for the Business Associate to cure the breach or end the violation upon such terms and conditions as Covered Entity shall specify and if Business Associate does not cure the breach or end the violation upon such terms and conditions as Covered Entity has specified. Covered Entity may terminate the Underlying Contract (03AOKR) and require that Business Associate fully comply with the procedures specified in subsection 3, below;
  - b. *Termination of Underlying Contract.* Immediately terminate the Underlying Contract and require that Business Associate fully comply with the procedures specified in subsection 3, below, if Business Associate has breached a material term of this Agreement and Covered Entity has determined, in its sole discretion, that cure is not possible; or
  - c. *Report to the Secretary.* If neither termination nor cure is feasible, as determined by Covered Entity in its sole discretion, Covered Entity shall report the violation to the Secretary.
3. *Effect of Breach of this Agreement on Termination of the Underlying Contract.*
  - a. *Obligation to Return or Destroy All PHI.* Except as provided in paragraph b of this section, upon termination of the Underlying Contract for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.
  - b. *Certification of Return or Destruction.* Business Associate shall provide Covered Entity with a certification, within 30 days, that neither it nor its subcontractors or agents maintains any PHI in any form, whether paper, electronic or film, received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. Covered Entity shall

acknowledge receipt of such certification and, as of the date of such acknowledgement, this Agreement shall terminate.

- c. *Obligations in the Event of Inability to Return or Destroy.* In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Covered Entity shall have the discretion to determine whether it is feasible for the Business Associate to return or destroy the PHI. If Covered Entity determines it is feasible, Covered Entity shall specify the terms and conditions for the return or destruction of PHI at the expense of Business Associate. Upon Covered Entity determining that Business Associate cannot return or destroy PHI, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

**E. Indemnification and Release**

1. Business Associate shall assume all risk and responsibility for, and agrees to indemnify, defend and save harmless Covered Entity, its officers, agents and employees and each and every one of them, from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs (including attorneys fees and costs and court costs), expenses in connection therewith, on account of loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from Business Associate's use or misuse of PHI or from any action or inaction of Business Associate or its officers, employees, agents or contractors with regard to PHI or the requirements of this Agreement or the Privacy Rule. The provision of this indemnification clause shall in no way limit the obligations assumed by Business Associate under this Agreement, nor shall they be construed to relieve Business Associate from any liability nor preclude Covered Entity from taking any other actions available to it under any other provisions of this Agreement, the Privacy Rule or at law.
2. Notwithstanding the above, the obligations assumed by the Business Associate herein shall not extend to or encompass suits, costs, claims, expenses, liabilities and judgments incurred solely as a result of actions or inactions of Covered Entity.
3. Business Associate further acknowledges the possibility of criminal sanctions and penalties for breach or violation of this Agreement or the Privacy Rule pursuant to 42 USC 1320d-6.
4. Business Associate shall be responsible for, and shall at its own expense, defend itself against any and all suits, claims, losses, demands or damages of whatever kind or nature, arising out of or in connection with an act or omission of Business Associate, its employees, agencies, or contractors, in the performance of the obligations assumed by Business Associate pursuant to this Agreement. Business Associate hereby releases Covered Entity from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising

acknowledge receipt of such certification and, as of the date of such acknowledgement, this Agreement shall terminate.

- c. *Obligations in the Event of Inability to Return or Destroy.* In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Covered Entity shall have the discretion to determine whether it is feasible for the Business Associate to return or destroy the PHI. If Covered Entity determines it is feasible, Covered Entity shall specify the terms and conditions for the return or destruction of PHI at the expense of Business Associate. Upon Covered Entity determining that Business Associate cannot return or destroy PHI, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

E. **Indemnification and Release**

1. Business Associate shall assume all risk and responsibility for, and agrees to indemnify, defend and save harmless Covered Entity, its officers, agents and employees and each and every one of them, from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs (including attorneys fees and costs and court costs), expenses in connection therewith, on account of loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from Business Associate's use or misuse of PHI or from any action or inaction of Business Associate or its officers, employees, agents or contractors with regard to PHI or the requirements of this Agreement or the Privacy Rule. The provision of this indemnification clause shall in no way limit the obligations assumed by Business Associate under this Agreement, nor shall they be construed to relieve Business Associate from any liability nor preclude Covered Entity from taking any other actions available to it under any other provisions of this Agreement, the Privacy Rule or at law.
2. Notwithstanding the above, the obligations assumed by the Business Associate herein shall not extend to or encompass suits, costs, claims, expenses, liabilities and judgments incurred solely as a result of actions or inactions of Covered Entity.
3. Business Associate further acknowledges the possibility of criminal sanctions and penalties for breach or violation of this Agreement or the Privacy Rule pursuant to 42 USC 1320d-6.
4. Business Associate shall be responsible for, and shall at its own expense, defend itself against any and all suits, claims, losses, demands or damages of whatever kind or nature, arising out of or in connection with an act or omission of Business Associate, its employees, agencies, or contractors, in the performance of the obligations assumed by Business Associate pursuant to this Agreement. Business Associate hereby releases Covered Entity from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising

under state or federal laws, out of or in connection with Business Associate's performance of the obligations assumed by Business Associate pursuant to this Agreement.

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

**F. Miscellaneous**

1. *Regulatory References.* A reference in this Agreement to a section of the Privacy Rule means the section as in effect or, it may be amended or interpreted by a court of competent jurisdiction.
2. *Amendment.* Business Associate and Covered Entity agree to take such action as is necessary to amend this Agreement from time to time in order that Covered Entity can continue to comply with the requirements of the Privacy Rule and HIPAA and case law that interprets the Privacy Rule or HIPAA. All such amendments shall be in writing and signed by both parties. Business Associate and Covered Entity agree that this Agreement may be superseded by a revised Business Associate Agreement executed between the parties after the effective date of this Agreement.
3. *Survival.* The respective rights and obligations of Business Associate and Covered Entity under Section D, "*Term of Business Associate Agreement and Termination of Underlying Contract and Business Associate Agreement*", above, shall survive the termination of the Underlying Contract. The respective rights and obligations of Business Associate and Covered Entity under Section E, "*Indemnification*", and Section B(11), "*Internal Practices*", above, shall survive the termination of this Agreement or the Underlying Contract.
4. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and HIPAA, as it may be amended or interpreted by a court of competent jurisdiction.
5. *No Third Party Beneficiaries.* Nothing expressed or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Business Associate and Covered Entity, and any successor state agency to Covered Entity, any rights, remedies, obligations or liabilities whatsoever.
6. *Notices.* Any notices to be given hereunder shall be made via Regular and Certified US Mail, Return Receipt Requested, and if possible, by facsimile to the addresses and facsimile members listed below:

Business Associate:

under state or federal laws, out of or in connection with Business Associate's performance of the obligations assumed by Business Associate pursuant to this Agreement.

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

F. **Miscellaneous**

1. *Regulatory References.* A reference in this Agreement to a section of the Privacy Rule means the section as in effect or, it may be amended or interpreted by a court of competent jurisdiction.
2. *Amendment.* Business Associate and Covered Entity agree to take such action as is necessary to amend this Agreement from time to time in order that Covered Entity can continue to comply with the requirements of the Privacy Rule and HIPAA and case law that interprets the Privacy Rule or HIPAA. All such amendments shall be in writing and signed by both parties. Business Associate and Covered Entity agree that this Agreement may be superceded by a revised Business Associate Agreement executed between the parties after the effective date of this Agreement.
3. *Survival.* The respective rights and obligations of Business Associate and Covered Entity under Section D, "*Term of Business Associate Agreement and Termination of Underlying Contract and Business Associate Agreement*", above, shall survive the termination of the Underlying Contract. The respective rights and obligations of Business Associate and Covered Entity under Section E, "*Indemnification*", and Section B(11), "*Internal Practices*", above, shall survive the termination of this Agreement or the Underlying Contract.
4. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and HIPAA, as it may be amended or interpreted by a court of competent jurisdiction.
5. *No Third Party Beneficiaries.* Nothing expressed or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Business Associate and Covered Entity, and any successor state agency to Covered Entity, any rights, remedies, obligations or liabilities whatsoever.
6. *Notices.* Any notices to be given hereunder shall be made via Regular and Certified US Mail, Return Receipt Requested, and if possible, by facsimile to the addresses and facsimile members listed below:

Business Associate:

Covered Entity:

1. Privacy Officer

DHS (DAS) Privacy Officer  
 120 South Stockton Street  
 P.O. Box 362  
 Trenton, NJ 08625-0362  
 Facsimile# (609) 292-1045

2. Director of Division (Specify)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Facsimile #

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

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

Covered Entity:

Business Associate:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Robert M. Damminger  
Printed Name

\_\_\_\_\_  
Title

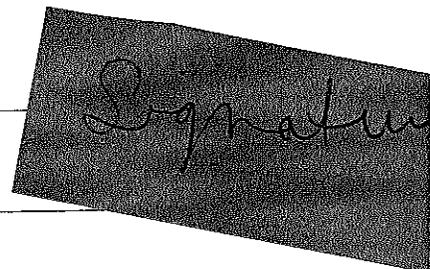
Freeholder Director, County of Gloucester  
Title

\_\_\_\_\_  
Agency

Gloucester County Div. of Addiction Services  
Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Covered Entity:

1. Privacy Officer

DHS (DAS) Privacy Officer  
 120 South Stockton Street  
 P.O. Box 362  
 Trenton, NJ 08625-0362  
 Facsimile# (609) 292-1045

2. Director of Division (Specify)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
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Facsimile #

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

Covered Entity:

Business Associate:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Robert M. Damminger  
Printed Name

\_\_\_\_\_  
Title

Freeholder Director, County of Gloucester  
Title

\_\_\_\_\_  
Agency

Gloucester County Div. of Addiction Services  
Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

The Board resolves the following:

1. The Board accepts and will execute the Department of Human Services contract for the above noted term, with the above-noted reimbursable ceiling as well as the Level of Service and Performance Outcomes as stated in the contract.
2. **The authorized signatories for contract documents, checks and invoices are: (full name & title)** \_\_\_\_\_
3. The Board agrees to comply with all applicable Federal and State laws and regulations, as well as DHS policies per the applicable DHS Standard Language Document(s) (P.2.01, S2.03, S2.05, and S2.07).
4. **Specific to HIPAA (Health Insurance Portability and Accountability Act), the above noted agency is either:**  
 a) a covered entity  
 b) a non-covered entity and has executed a DHS Business Associated Agreement (BAA) last dated \_\_\_\_\_.

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

The Board agrees that if there is *any change* in either 4(a) or (b) that the Department of Human Services Departmental component will be immediately notified and the appropriate information provided within 10 days.

5. The Board acknowledges that the Department of Human Services does not and will not provide legal advice regarding the contract or about any other facet of the relationship between the Department of Human Services and the Agency. The Board further acknowledges that any and all legal advice must be sought from the Agency's own attorneys and not from the Department of Human Services.

Board Authorized signatory and date:

\_\_\_\_\_

Complete  
+ Sign

NJ - DEPARTMENT OF HUMAN SERVICES

Board Resolution Validation Form - Pg 1 of 2

Department Component: <sup>NJ</sup> Division of Addiction Services

Agency Name: Gloucester County DHS/ Division of Addiction Services

Contract Number and Term: 13-530-ADA-0  
1/1/13 - 12/31/13

Contract Reimbursable Ceiling: 598,995 = Grant \$s plus \$84,550. County Match Reqmt.

**TO BE COMPLETED BY THE CONTRACTED PROVIDER:**

Date of Board meeting: \_\_\_\_\_

Required quorum: \_\_\_\_\_

Members Present:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF NEW JERSEY  
DEPARTMENT OF HUMAN SERVICES

SUBJECT: Department of Human Services' Standard Language Document for Social Service and Training Contracts

EFFECTIVE: This policy circular shall become effective on July 1, 2010 and shall be implemented as new Contracts commence or existing Contracts are renewed thereafter.

PROMULGATED: June 30, 2010

SUPERSEDES: Policy Circular P2.01, Department of Human Services' Standard Language Document for Social Service and Training Contracts promulgated July 20, 2009.

I. SCOPE

This policy circular applies to all Contracts.

II. POLICY

- A. The Standard Language Document, Attachment 1, establishes non-negotiable obligations, responsibilities, rights and relationships of the Contract parties. Programmatic and fiscal differences among Contracts are contained in the Contract Annex (es).
- B. Contracts with effective dates on or after July 1, 2010, shall use this document.

Issued by:

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Diane Zompa  
Chief of Staff  
Department of Human Services

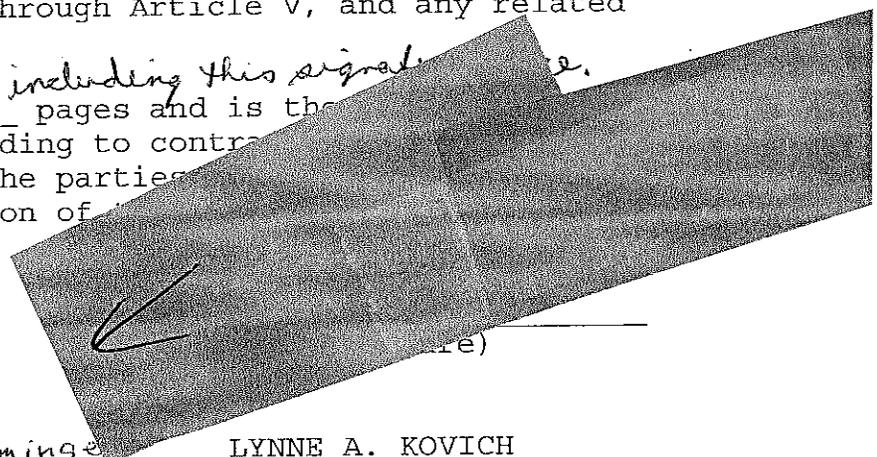
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Howard Mass, Director  
Office of Administration

CONTRACT SIGNATURES AND DATES

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

This Contract contains 23 *including this signature page.* pages and is the final and complete expression of the intent of the parties. Oral evidence tending to contradict the Contract is inadmissible; the parties agree that this Contract is the final and complete expression of their intent.



BY: \_\_\_\_\_  
(signature)

Freeholder Director Robert M. Damming  
(type name)

LYNNE A. KOVICH

TITLE: Freeholder Director  
(type)

TITLE: ASSISTANT COMMISSIONER

PROVIDER  
AGENCY: County of Gloucester  
(type)

DEPARTMENTAL  
COMPONENT: DIVISION OF MENTAL HEALTH & ADDICTION SERVICES

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Contract Effective Date: 1/1/13

Contract Expiration Date: 12/31/13

Contract Number: 13-530-ADA-0

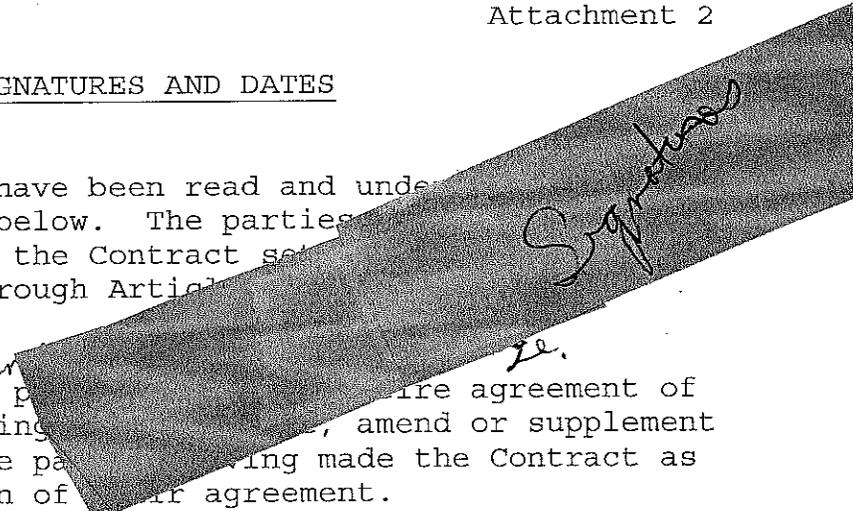
Contract Ceiling: \_\_\_\_\_

Federal ID#: \_\_\_\_\_

Provider Contact Individual: \_\_\_\_\_  
(Print Name)

CONTRACT SIGNATURES AND DATES

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



This Contract contains 23 pages and represents the entire agreement of the parties. Oral evidence tending to vary, amend or supplement the Contract is inadmissible; the parties hereby affirming made the Contract as the final and complete expression of their agreement.

BY: \_\_\_\_\_  
(signature)

BY: \_\_\_\_\_  
(signature)

Freelholder Director Robert M. Daminger  
(type name)

LYNNE A. KOVICH

TITLE: Freelholder Director  
(type)

TITLE: ASSISTANT COMMISSIONER

PROVIDER  
AGENCY: County of Gloucester  
(type)

DEPARTMENTAL  
COMPONENT: DIVISION OF MENTAL HEALTH & ADDICTION SERVICES

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Contract Effective Date: 1/1/13

Contract Expiration Date: 12/31/13

Contract Number: 13-530-ADA-0

Contract Ceiling: \_\_\_\_\_

Federal ID#: \_\_\_\_\_

Provider Contact Individual: \_\_\_\_\_  
(Print Name)

STATE OF NEW JERSEY  
DEPARTMENT OF HUMAN SERVICES

STANDARD LANGUAGE DOCUMENT  
FOR SOCIAL SERVICE AND TRAINING CONTRACTS

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

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

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

THEREFORE the Department and the Provider Agency agree as follows:

I. DEFINITIONS

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

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

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

Consumer means an individual receiving services from or funded in whole or in part by DHS or one of its departmental components.

Contract means this document, the Annex (es), any additional appendices or attachments (including any approved assignments, subcontracts or modifications) and all supporting documents. The Contract constitutes the entire agreement between the parties.

Contractor means the person or entity entering into this contract with DHS or one of its departmental components.

Department means the New Jersey Department of Human Services. It means, where appropriate from the context, the division, commission, bureau, office, unit or other designated component of the Department of Human Services responsible for the administration of particular Contract programs.

Departmental Component means the divisions, bureau, commissions, office or other unit within the Department responsible for the negotiation, administration review, approval, and monitoring of certain social service or training Contracts.

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

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

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

Provider Agency means the person or entity entering into this contract with DHS or one of its departmental components.

Subcontractee means the legal entity that enters into a Contractual arrangement with a Contractee (Contracted Provider Agency) or another Subcontractee, no matter how many interceding administrative Tiers (levels) separate the parties.

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

## II. BASIC OBLIGATIONS OF THE DEPARTMENT

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

shall be subject to revision on the basis of an audit or audits conducted under Section 3.13 Audit or on the basis of any Department monitoring or evaluation of the Contract.

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

### III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

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

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

Section 3.03 Compliance with Laws. The Provider Agency agrees in the performance of this Contract to comply with all applicable federal, State and local laws, rules and regulations (collectively, "laws"), including but not limited to the following: State and local laws relating to licensure; federal and State laws relating to safeguarding of client information; the federal Civil Rights Act of 1964 (as amended); P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive orders pertaining to affirmative action and nondiscrimination in public contracts; the federal Equal Employment Opportunity Act; Section 504 of the federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap, and regulations thereunder; the Americans With Disabilities Act (ADA), 42 U.S.C. 12101 et seq. Failure to comply with the laws, rules and regulations referenced above shall be grounds for Termination of this Contract for cause.

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

Section 3.04 Business Associate Agreements and State Confidentiality Statutes. DHS is a covered entity pursuant to the Health Insurance Portability and Accountability of 1996, 42 U.S.C.A. §1320d et seq. (HIPAA); 45 CFR Parts 160 and 164. Before a Provider Agency obtains or is permitted to access to, create, maintain or store Protected Health Information (PHI) as part of its responsibility under

this contract, the Provider Agency shall first execute a Department of Human Services Business Associate Agreement (BAA). A Provider Agency, whose work under this Contract does not involve PHI is not required to execute a BAA. DHS shall have the sole discretion to determine when a Provider Agency's work will involve PHI. Protected Health Insurance shall have the same meaning as in 45 CFR 160.103.

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

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

1. to the consumer, or his or her legal guardian, if any, or if the consumer is a minor, to the consumer's parent; or
2. necessary to carry out the work of this Contract;
3. in response to a proper inquiry for information, but not Records, as to the consumer's current medical condition to any relative, friend, or to the consumer's personal physician or attorney, if it appears that the information is to be used directly or indirectly for the benefit of the consumer; or
4. relevant to a consumer's current treatment and is being disclosed to the staff of another community agency, screening service, short-term care or psychiatric facility.

Section 3.05 Business Registration. According to P.L. 2001, c. 134 (N.J.S.A. 52:32-44 et seq.) all profit and non-profit corporations (domestic and foreign), as well as, all limited partnerships, limited liability companies, and limited liability partnerships must submit annual reports and associated processing fees (annual business registration) to the Division of Revenue, Department of the Treasury commencing with the year after they file for their Certificate of Incorporation with the State of New Jersey. No State agency (the Department) may Contract with a Provider Agency if the Provider has not filed for its incorporation papers or filed its annual business registration. Furthermore, no Provider Agency that Contracts with the

Department shall enter into any subcontract unless the subcontractor can demonstrate that it is incorporated in the State of New Jersey or its annual business registration is current. Failure to comply with this paragraph or the citation referenced above shall be grounds for the Department to Terminate this Contract for cause.

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

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

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

Section 3.08 Contractor Certification and Disclosure of Political Contributions. N.J.S.A. 19:44A-20.13-20.25 that codified Public Law 2005, Chapter 51 and Executive Order 134, and Executive Order 117 require that any for-profit agency that seeks or contracts to provide services in the amount of \$17,500 or more must submit to the Department the Certification and Disclosure of Political Contribution forms. This form includes a certification that the business entity has not, during certain specified time frames, solicited or made any contribution of money, pledge of reportable contributions, including in-kind contributions, to any candidate committee and/or election fund of the Governor or Lieutenant Governor, any legislative leadership committee or any State, county or municipal political party committee. The form also requires disclosure of any of the above referenced reportable contributions made by the business entity, its principals, officers, partners, directors, spouses, civil union partners and resident children.

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

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

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

Section 3.10 Affirmative Action. During the performance of this Contract, the contractor (Provider Agency) agrees as follows:

The Provider Agency and its subcontractor, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender or disability.

The Provider Agency will also take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender or disability. Such action shall include, but not be limited to the following: employment; promotion; demotion; or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and, selection for training, including apprenticeship. The Provider Agency agrees to post in conspicuous places that are readily available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The Provider Agency or subcontractor shall state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender or disability.

The Provider Agency or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this Act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Provider Agency or subcontractor agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Provider Agency or subcontractor agrees to make a good faith attempt to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract Compliance & EEO pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

The Provider Agency or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Provider Agency and subcontractor agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender or disability, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Provider Agency and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Office from time to time in order to carry

out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 (N.J.A.C. 17:27).

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

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

- (a) accurate, current and complete disclosure of the financial results of this Contract and any other contract, grant, program or other activity administered by the Provider Agency;
- (b) records adequately identifying the source and application of all Provider Agency funds and all funds administered by the Provider Agency. These records shall contain information pertaining to all contract and grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income;
- (c) effective internal control structure over all funds, property and other assets. The Provider Agency shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;
- (d) comparison of actual outlays with budgeted amounts for this Contract and for any other contract, grant, program or other activity administered by the Provider Agency;
- (e) accounting records supported by source documentation;
- (f) procedures to minimize elapsed time between any advance payment issued and the disbursement of such advance funds by the Provider Agency; and
- (g) procedures consistent with the provisions of any applicable Department policies and procedures for determining the reasonableness, allowability and allocability of costs under this Contract.

Section 3.13 Audit. The Department requires timely submission of the Provider Agency's annual organization-wide audit. Non-compliance will be grounds for termination.

Audits shall be conducted in accordance with Policy Circular P7.06, Audit Requirements, Generally Accepted Auditing Standards as specified in the Statements on Auditing Standards issued by the American Institute of Certified Public Accountants; Government Auditing Standards issued by the Comptroller General of the United States and the Single Audit Act Amendments of 1996 (The Single Audit Act); Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-Profit Organizations and New Jersey OMB Circular 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.

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

Whether or not such audits are conducted during the Contract term, a final audit of Contract operations, including the relevant operations of any assignees or subcontractors, may be conducted after Contract Termination or Expiration.

The Provider Agency is subject to audit up to four years after Termination or Expiration of the Contract. If any audit has been started but not completed or resolved before the end of the four-year period, the Provider Agency continues to be subject to such audit until it is completed and resolved.

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

In addition, any State funds in excess of \$2,000 utilized through a subsequent Provider Agency contract or subcontract for any public work in which the Department is a party, or for public work to be done on property or premises leased or to be leased by the Department shall comply with the NJ Prevailing Wage Act, N.J.S.A. 34:11-56.27. Such

contracts or subcontracts shall contain a provision stating that the prevailing wage rate, as designated by the New Jersey Commissioner of Labor, must be paid to all designated classes of workers employed through said contracts or subcontracts. The Provider Agency must determine if the New Jersey Prevailing Wage Act applies and follow all directives per N.J.S.A. 34:11-56 et seq.

Section 3.15 Contract Closeout. The Provider Agency shall comply with all requirements of Policy Circular P7.01, Contract Closeout, including the timely submittal of the Final Report of Expenditures and any other financial or programmatic reports required by the Department. All required documentation is due within 120 Days of Contract Expiration, Non-renewal or Termination.

#### IV. Expiration, Non-Renewal and/or Termination

The Department may in accordance with the sections below allow a Contract to expire and or not be renewed.

Section 4.01. The Department or Provider Agency may let this Contract expire at the end of the contract term upon 60 Days' advance written Notice to the other party for any reason whatsoever, including lack of funding by the Department. In the case of contract awards that are made on a time limit basis (i.e. Federal Grant, Special Appropriation; one time funding to support a program), the 60 day notice is not required.

Section 4.02 Contract Settlement. When a Contract has expired under any section of Article IV of this Contract or Policy Circular P9.05, Contract Default, the Provider Agency shall be prohibited from incurring any additional obligations of Contract funds. The Department may allow costs that the Provider Agency could not reasonably avoid during the Expiration process to the extent that said costs are determined to be necessary and reasonable.

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

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

Section 4.03 Default and Termination for Cause. If the Provider Agency fails to fulfill or comply with any of the terms or conditions of the Contract, in whole or in part, the Department may by Notice place the Provider Agency in default status, and take any action(s) listed in accordance with Department Policy Circular P9.05, Contract Default. Notice shall follow the procedures established in the Policy Circular.

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

Section 4.04 Termination by the Department or Provider Agency. The Department or Provider Agency may terminate this Contract upon 60 Days' advance written Notice to the other party for any reason whatsoever, including lack of funding by the Department.

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

Section 4.05 Termination Settlement. When a Contract is terminated under any section of Article IV of this Contract or Policy Circular P9.05, Contract Default, the Provider Agency shall be prohibited from incurring additional obligations of Contract funds. The Department may allow costs that the Provider Agency could not reasonably avoid during the Termination process to the extent that said costs are determined to be necessary and reasonable.

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

#### V. ADDITIONAL PROVISIONS

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

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

assignment, the Department may: (1) approve the assignment and continue the Contract to term; (2) approve the assignment conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the Department; or (3) disapprove the assignment and either terminate the Contract or continue the Contract with the original Provider Agency.

The Provider Agency may not subcontract any of the services that it has committed to perform or provide pursuant to this Contract without the prior written approval of the Department. Such consent to subcontract shall not relieve the Provider Agency of its full responsibilities under this Contract. Consent to the subcontracting of any part of the services shall not be construed to be an approval of said subcontract or of any of its terms, but shall operate only as an approval of the Provider Agency's request for the making of a subcontract between the Provider Agency and its chosen subcontractor. The Provider Agency shall be responsible for all services performed by the subcontractor and all such services shall conform to the provisions of this Contract.

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

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

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

The Provider's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss,

expense or damage resulting from the acts occurring prior to termination.

Section 5.05 Insurance. The Provider Agency shall maintain adequate insurance coverage. The State of New Jersey, Department of Human Services and the Departmental Component shall be included as an Additional Insured on any insurance policy applicable to this Contract. Should the Provider Agency fail to pay any premium on any insurance policy when due, the Department may pay the premium and, upon Notice to the Provider Agency, reduce payment to the Provider Agency by the amount of the premium payment. The Provider Agency is responsible for forwarding a copy of its insurance policy declaration page to the Contracting Departmental Component for its contract files.

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

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

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

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

The Provider Agency shall make programs linguistically appropriate and culturally relevant to underserved minority groups within the community. Appropriate accommodations for services shall be developed and maintained for those minority individuals who are deprived of reasonable access to those services due to language barriers or ethnic and cultural differences. In addition, Provider Agencies shall make certain that all programs and services are reflective of the demographic needs of the community, while providing all minorities the

opportunity to experience any and all available social services irrespective of their ethnic or cultural heritage.

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

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

Section 5.12 Sufficiency of Funds. The Provider Agency shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Contract is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of the Department to make any payment under its contract with the Provider Agency or to observe and adhere its performance obligation under the contract as a result of the failure of the Legislature to appropriate the funds necessary to do so shall not constitute a breach of the Contract by the Department or default thereunder and the Department shall not be held financially liable therefore. In addition, future funding shall not be anticipated from the Department beyond the duration of the Contract with the Provider Agency and in no event shall the contract be construed as a commitment by the Department to expend funds beyond the termination date set therein.

Section 5.13 Collective Bargaining. State and federal law allow employees to organize themselves into a collective bargaining unit. Funds provided under this Contract shall not be utilized to abridge the rights of employees to organize themselves into a collective bargaining organization or preclude them from negotiating with Provider Agency management. Funds may be utilized for legitimate and reasonable management purposes at the direction of the Provider Agency during the process of collective bargaining organization.

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

In accordance with the National Labor Relations Act, 29 U.S.C.A. 152(2) and State law, N.J.S.A. 34:13A-1 et seq., Provider Agencies are independent, private employers with all the rights and obligations of

such, and are not political subdivisions of the Department of Human Services.

As such, the Provider Agency acknowledges that it is an independent contractor, providing services to the Department of Human Services, typically through a contract-for-services agreement. As independent contractors, Provider Agencies are responsible for the organization's overall functions which includes the overseeing and monitoring of its operations, establishing the salary and benefit levels of its employees, and handling all personnel matters as the employer of its workers.

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

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

Section 5.15 Executive Order No. 189. Executive Order No. 189 establishes the expected standard of responsibility for all parties that enter into a contract with the State of New Jersey. All such parties must meet a standard of responsibility that assures the State and its citizens that such parties will compete and perform honestly in their dealings with the State and avoid conflicts of interest.

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

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any Provider Agency shall be

reported in writing forthwith by the Provider Agency to the Attorney General and the Executive Commission on Ethical Standards.

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

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

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

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

Section 5.16 Salary Compensation Limitation (Excludes Physician and Advanced Practice Nurses). The amounts paid under this contract to the Provider Agency for employee compensation are subject to the following conditions:

(i) Full-time Salary Compensation Limitation. No monies under the contract shall be paid to the Provider Agency for costs of any individual salary (including bonuses) to be paid to any of the Provider Agency's full-time employees (excluding Physician and Advanced Practice Nurses) in excess of the schedule set forth below:

Full-time Salary Compensation Limitation Schedule

Full-time Salary Compensation Limitations vary as follows: Only one Full-time Salary Compensation Limitation shall be applicable to each Provider Agency. This includes the aggregate of all contracts held with: 1) the Department of Human Services and 2) the Department of Children and Families.

For Provider Agencies with gross revenue (based on the last annual audit report) for the entire organization of:

- a) Over \$20 million, the limitation shall be \$141,000 (Benchmark Salary),
- b) Over \$10 million, but less than or equal to \$20 million the limitation shall equal 90% of the Benchmark Salary (\$126,900),
- c) Over \$5 million, but less than or equal to \$10 million the limitation shall equal 85% of the Benchmark Salary (\$119,850),
- d) Less than \$5 million, the limitation shall equal 75% of the Benchmark Salary (\$105,750).

(ii) Part-time Salary Compensation Limitation. The salary compensation limitation for a part-time employee, or for an employee whose time is only partly spent on activities compensated under this contract, shall be calculated by prorating the compensation for the position as prescribed under the Full-time Salary Compensation Limitation Schedule. The prorated percentage shall be specified in the Annex B and shall be determined by the regular number of work hours for that Part-time title or that the employee is scheduled to work on matters compensated under this contract;

(iii) Any salary paid to any employee in excess of these limitations must be paid out of funds received from sources other than this Contract, or funds other than those received from other contracts held within the Department of Human Services or Department of Children and Families;

(iv) The Full - or Part-time Salary Compensation Limitation will apply to cost reimbursement contracts at the time of contract renewal;

(v) Any fixed/fee for service rate contracts set prior to the adoption of this amendment is not subject to the salary compensation limitations prescribed in Section 5.16(i) or (ii), however, any fixed/fee for service rate contract set prior to the adoption of this amendment that is subsequently renewed at a higher rate are subject to the Salary Compensation Limitation Schedule prescribed in Section 5.16 (i) or (ii);

(vi) Any fixed/fee for service rate developed for a new program or service in an existing contract are subject to the Salary Compensation Limitation Schedule prescribed in Section 5.16(i) or (ii);

(vii) Any new contracts entered into after the date of the adoption of this amendment are subject to the Salary Compensation Limitation Schedule prescribed in Section 5.16 (i) or (ii).

Section 5.17 Salary Compensation Limitation for Physician and Advanced Practice Nurses. The amounts paid under this contract to the Provider Agency to compensate Physicians and Advanced Practice Nurses are subject to the following conditions:

(i) A maximum compensation of \$212,000 per annum, regardless of the amount of gross revenues of the entire organization;

(ii) Part-time Physicians and Advanced Practice Nurse's compensation will be calculated pursuant to Section 5.16 (ii).

Section 5.18 Compensation Limitation for Fringe Benefits. This section is being reserved for future consideration.

Section 5.19 Compensation Limitation for Employee Severance Agreement. Unless an exception has been approved by the Departmental Component for a specific circumstance, the amounts paid under this contract to the Provider Agency for an employee severance agreement are subject to the following conditions:

(i) The Provider Agency has an established written uniform severance agreement for all employees covered under the contract;

(a) No monies shall be paid to the Provider Agency for a severance payment to any employee in excess of the equivalent of two (2) weeks compensation (salary and fringe benefits);

(b) No monies shall be paid to the Provider Agency for a severance payment to any employee that has been employed by the Provider Agency for less than one (1) year of continuous employment; and

(c) No monies shall be paid to the Provider Agency for a severance payment to any employee that was discharged for cause (as cause is determined by the Provider Agency's policies).

(ii) If the Provider Agency does not have an established written uniform severance agreement, no monies shall be paid to the Provider Agency for a severance payment for any employee covered under the contract.

Section 5.20 Compensation Limitation for Employee Travel Expenses.

The amounts paid under this contract to the Provider Agency for staff travel including; conference and registration fees, mileage reimbursement, meals and incidental expenses (M&IE), parking, and overnight lodging accommodations for employees who are compensated in whole or in part under this contract are subject to the following conditions:

(i) **General Provisions:**

(a) In- and out-of-state travel must be directly related to the employee's duties as set forth in the contract and/or be required for accreditation and/or licensure of the contracted program;

(b) For in-state travel and for out-of-state travel that is within 50 miles of the border of the State where the Provider Agency is located, no monies provided under the contract shall be used for employee lodging expenses unless previously approved by the Departmental Component;

(c) Travel costs may be charged on an actual basis and may include a mileage reimbursement rate, as well as meals and incidental expenses (M&IE) up to, but not to exceed the Federal reimbursement rates (refer to the Federal internet web site, <http://www.gsa.gov>. for current rates) in effect at the time the employee traveled.

(ii) **In-State Provisions:** The Provider Agency may not approve any in-state travel reimbursement in excess of two-hundred and fifty dollars (\$250.00) per employee, per event, unless written approval is obtained from the departmental component's contracting authority prior to such travel;

(iii) **Out-of-State-Provisions:**

(a) The Provider Agency must obtain prior-approval from the departmental component's contracting authority for an employee's out-of-state travel, regardless of travel costs, unless such travel is no further than 50 miles from the border of the state where the Provider Agency is located, and travel costs per employee are less than two-hundred and fifty dollars (\$250.00); and

(b) Out-of-state travel (excluding travel no further than 50 miles from the border of the State where the Provider Agency is located) or travel costs in excess of the two-hundred and fifty dollar (\$250.00) limit by the employee, that was not pre-approved by the departmental component's contracting authority shall not be eligible for reimbursement under the contract.

Section 5.21 Compensation Limitation for Employee Tuition Reimbursement. The amounts paid under this contract to the Provider Agency for tuition reimbursement and related expenses are subject to the following conditions:

(i) No monies paid to the Provider Agency under the contract shall be used for any costs incurred by the Provider Agency's employees to attend any educational courses including tuition, textbooks, supplies, etc. unless such courses are required by the contract or for program licensure, certification, and/or Medicaid standards; or;

(ii) No monies paid to the Provider Agency under the contract shall be used for any costs incurred by the Provider Agency's employees to attend educational courses including tuition, textbooks supplies, etc. unless such courses are towards a field of service related to the Provider Agency's contract and the allocated contract monies do not exceed the lesser of \$5000 or 1% of the Provider Agency's total annual operating budget; and

(iii) There are monies allocated in the Provider Agency's approved contract budget for the specific educational expenses consistent with Section 5.21(i) and (ii).

Section 5.22 Compensation Restriction for Provider Agency Sponsored Meetings, Conferences, Training, or Special Events. The amounts paid under this contract to the Provider Agency for the cost of administrative meetings, conferences, or special events are subject to the following condition:

(i) No such monies under the contract shall be paid to the Provider Agency for costs associated with meetings, conferences, or special events where agency staff is the beneficiary of the event. Unallowable costs include, but are not limited to the following: meals and refreshments, entertainment, overnight lodging, receptions or other social functions held for honoring all staff;

(ii) The Provider Agency may use monies under the contract to cover training-related costs such as modest facility costs and nominal refreshments, e.g. coffee, tea, water, soda, donuts, pastries, cookies, and bagels.

Section 5.23 Criteria for and Processing a Vehicle Request. The Provider Agency may request a new or replacement vehicle to be paid from monies under the contract only under the following conditions:

(i) The Provider Agency must request written approval from the departmental component's contracting authority to purchase or replace a vehicle and each request must be accompanied by the following supporting documentation. The request may be denied even if all supporting documentation is supplied. Documentation required includes:

(a) Explanation as to why the purchase or replacement of the vehicle is required to fulfill contractual obligations;

(b) Assurance that no one Provider Agency employee will be permanently assigned the vehicle;

(c) Assurance that the Provider Agency has sufficient funds to cover the vehicle's operating costs for the anticipated useful life of the vehicle;

(d) Submission of three (3) written bids for the same year, make, model, and option package;

(e) If the vehicle is a replacement vehicle, documentation consistent with Section 5.23 (ii) below;

(f) Any exceptions to the criteria and purchasing requirements (Section 5.23 (i) (a)-(e)), will be dealt with on a case by case basis with the departmental component's contracting authority; and

(g) If the request is approved, the Provider Agency shall be required to purchase the vehicle from the lowest-priced vendor consistent with Section 5.23 (i) (d).

(ii) The Provider Agency may request to replace an existing vehicle under any of the following conditions:

(a) odometer reading exceeds 125,000;

(b) vehicle age is 10 years or older;

(c) repair costs to maintain operational capacity of vehicle would exceed fifty (50) per cent of current trade-in Blue Book value of vehicle;

(d) repair costs have exceeded fifty (50) per cent of the current trade-in Blue Book value over the course of the past year;

(e) vehicle was involved in an accident and deemed "totaled" by the insurance carrier; and

(f) upon written request supported by sufficient documentation, the Departmental component's contracting authority determines that the vehicle is no longer road worthy and unsafe to drive.

(iii) If the Provider Agency receives approval to purchase a vehicle, the maximum cost of the vehicle including all dealer fees and charges may not exceed \$25,000 per vehicle. This limitation excludes

passenger vans, or specialized and adaptive vehicles for handicapped consumers.

(iv) When a Provider Agency has a fleet management program that includes leased vehicles, the Provider Agency may obtain approval on a program basis so that the Provider Agency does not require approval on a vehicle basis.

E1

**RESOLUTION MODIFYING CONTRACT WITH Nap, Inc. t/a MAYFAIR  
TO INCREASE THE CONTRACT FOR AN AMOUNT  
NOT TO EXCEED \$100,000.00**

**WHEREAS**, contracts for shelter and motel placement for public assistance and SSI recipients who are homeless and eligible for the Emergency Assistance Program through the Division of Social Services was previously awarded to twelve vendors on November 4, 2009, pursuant to PD-09-064, including Nap, Inc., T/A MayFair.

**WHEREAS**, the contract awarded to Mayfair was for an amount not to exceed \$465,000.00 per year, and an increase of \$90,000.00 was approved by resolution dated October 3, 2012, to increase the total contract amount to \$555,000.00 due to unanticipated escalation in shelter needs; and

**WHEREAS**, an additional increase in the amount of \$100,000.00 is now necessary in order to provide emergency housing placements and services which continue to exceed the current contract amount, said increase exceeds the 20% limitation for change orders; and

**WHEREAS**, certifications of the vendor and Edward Smith, Director of the Division of Social Services, have been submitted in compliance with the procedures for change orders exceeding the 20% limitation as set forth in N.J.A.C. 5:30-11.9; and

**WHEREAS**, the increase shall be paid for from funds provided by the State of New Jersey allocated to other approved shelter and motel housing entities with excess funding; and

**WHEREAS**, the County of Gloucester has determined that the contract modifications shall be effective for the period November 20, 2012 through December 31, 2012.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the contract referenced herein with Mayfair shall be modified solely to increase the contract by \$100,000.00 to a total amount of \$655,000.00, in accordance with the terms and conditions set forth herein, with all other terms and provisions of the contract remaining in full force and effect.

**BE IT FUTHER RESOLVED** that the Freeholder Director and the Clerk of the Board are hereby authorized to execute the contract amendment with Nap, Inc., T/A MayFair, including any other documentation necessary in connection therewith.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey, held on December 5, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

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

*N O T I C E*

**RESOLUTION MODIFYING CONTRACT WITH NAP, INC. t/a  
MAYFAIR TO INCREASE THE CONTRACT FOR AN AMOUNT  
NOT TO EXCEED \$100,000.00**

*NOTICE* is hereby given that the above titled resolution was adopted at the December 5, 2012 meeting of the Gloucester County Board of Chosen Freeholders, and certifications of the vendor and Edward Smith, Director of the Division of Social Services, have been submitted in compliance with procedures for change orders exceeding the 20% limitation as set forth in N.J.A.C. 5:30-11.9. A copy of the resolution is available for inspection at the Office of the Clerk of the Board.

*ROBERT N. DILELLA,  
Clerk of the Board*

E1

**ADDENDUM TO CONTRACT  
BETWEEN  
Nap, Inc., t/a MAYFAIR  
AND THE  
COUNTY OF GLOUCESTER**

**THIS** is an addendum to a contract previously awarded on November 9, 2009 in the original amount of \$465,000.00, pursuant to PD-09-064, by and between **Nap, Inc., t/a MAYFAIR** with offices at 2941 Black Horse Pike, Route 42 South, Sicklerville, NJ 08081, hereinafter referred to as **“Vendor”**, and the **County of Gloucester**, hereinafter referred to as **“County”**.

In further consideration for the mutual promises made by and between Vendor and County in the above-described contract, Vendor and County hereby agree to amend the contract as follows:

**The Contract is modified at the option of the County to provide for a second increase in the contract amount for an additional \$100,000.00, for a total amount not to exceed \$655,000.00, for the period November 20, 2012 to December 31, 2012. This increase is necessary to provide for emergency housing placements and services which are projected to exceed the current contract amount.**

All other terms and provisions of the contract that are consistent with this Addendum shall remain in full force and effect.

**THIS ADDENDUM** is effective as of the 5th day of December, 2012.

ATTEST:

**COUNTY OF GLOUCESTER**

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

\_\_\_\_\_  
**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

ATTEST:

**Nap, Inc., t/a MAYFAIR**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Please Print Name)

E1

**CERTIFICATION**

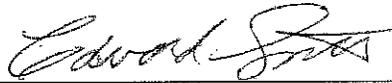
I, **EDWARD SMITH**, hereby certify as follows:

1. I am the Director for the Gloucester County Division of Social Services. As such, I am familiar with the facts set forth herein.
2. I have been designated by Chad M. Bruner, County Administrator, as the appropriate representative of the County to file a request for a change order with the governing body for additional funding to provide housing at Nap, Inc., t/a MAYFAIR for homeless families.
3. By way of information, I believe that it is appropriate to set forth that in the three preceding calendar years, housing was provided by the Mayfair for homeless families in amounts compensated as follows: **(a)** 2009 @ \$234,658; **(b)** 2010 @ \$318,568; and, **(c)** 2011 @ \$385,795.
4. For 2012, the original amount authorized by Resolution adopted November 4, 2009 was \$465,000 per year for housing homeless families at the Mayfair.
5. Subsequently, a change order in the amount of \$90,000 was approved by Resolution on October 3, 2012 due to unanticipated escalation in shelter needs.
6. At this point, all funds authorized have been spent to house homeless families at the Mayfair. Mayfair provides safe, appropriate and convenient housing for homeless families and has never failed to honor a request for emergency housing of this type.
7. Prior to placing families in the Mayfair, staff of the Gloucester County Division of Social Services attempts placement at the Eleanor Corbett House in Elk Township and the Anna Sample facility in Camden, as well as other facilities. If these facilities are unable to accommodate our request, we then seek accommodations at the Mayfair.
8. Eleanor Corbett House and Anna Sample and other facilities also accommodate clients from Camden, Burlington and Salem counties.
9. Calendar year 2012 has seen a historically high request for this vital service. The inability of the other facilities mentioned above has resulted in an increased level of need to seek accommodations at the Mayfair.
10. This Certification is being submitted in support of a request pursuant to N.J.A.C. 5:30-11.9, procedure for change order exceeding the 20% limitation.

11. As previously stated, we have already authorized the change order for the 20%, however, those funds have been exhausted and there still remains a need for this crucial service providing safe and appropriate accommodations for homeless families from now until the end of the calendar year.

**I HEREBY CERTIFY** that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

*Date:* November 27, 2012



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**EDWARD SMITH, Superintendent**  
**Division of Social Services**  
**County of Gloucester**

**CERTIFICATION**

I, HARRY VAN KAWALA, am the owner and operator of the Nap, Inc., t/a MAYFAIR located at 2941 Black Horse Pike, Route 42 South, Sicklerville, NJ 08081. My facility provides appropriate and safe housing for homeless families with children. We have been providing this service through First Call for Help and the Gloucester County Board of Social Services for 25 years now.

The location of my facility is easily accessible by public transportation. Additionally, we provide direct transportation to our guests to the Gloucester County Board of Social Services. When I am contacted by a social worker from the Gloucester County Division of Social Services for accommodations for a client, I make every effort to honor each and every request. In the 25 years I have been doing this, the Mayfair has never turned down such a request.

Over the least three (3) years, I have provided accommodations to individuals through the Gloucester County Division of Social Services in amounts quantified as \$234,658 for 2009; \$318,568 for 2010; and, \$385,795 for 2011. For calendar year 2012, we have already provided accommodations totaling \$517,143. However, due to an increased demand which I believe is attributable to the economic crisis, there is an ongoing need for additional accommodations and funds to provide for said accommodations to the end of 2012.

This certification is submitted in support of a request for a change order to increase the amount of funding available to the Mayfair, to provide the safe, appropriate and convenient accommodations for clients referred by the Gloucester County Division of Social Services.

**I HEREBY CERTIFY** that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 27th NOVEMBER, 2012

NAP INC., t/a MAYFAIR

  
\_\_\_\_\_  
print HARRY VAN KAWALA

(seal)  
BY:

TITLE: PRESIDENT

FI

**RESOLUTION AUTHORIZING GRANT APPLICATION FOR THE COUNTY PROSECUTOR INSURANCE FRAUD REIMBURSEMENT PROGRAM THROUGH THE NEW JERSEY DIVISION OF CRIMINAL JUSTICE, OFFICE OF THE INSURANCE FRAUD PROSECUTOR, IN THE AMOUNT OF \$181,367.00, FROM JANUARY 1, 2013 TO DECEMBER 31, 2013**

**WHEREAS**, the Gloucester County Prosecutor desires to submit a grant application to the New Jersey Division of Criminal Justice, Office of Insurance Fraud Prosecutor, for funding for the County Prosecutor Insurance Fraud Reimbursement Program within Gloucester County, in the amount of \$181,367.00, from January 1, 2013 to December 31, 2013; and

**WHEREAS**, the Board of Chosen Freeholder of the County of Gloucester deems this to be beneficial to the citizens of the County of Gloucester; and

**WHEREAS**, the Gloucester County Prosecutor's Office reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct; and

**WHEREAS**, the Gloucester County Prosecutor's Office has submitted the grant application to the Department of Human Services for review, and said agency has approved said application, and the Board of Chosen Freeholders of the County of Gloucester understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the State of New Jersey, Division of Criminal Justice for the administration of grant projects; and

**WHEREAS**, the Gloucester County Board of Chosen Freeholders acknowledges that the amount of the grant funds to be requested is \$181,367.00, from January 1, 2013 to December 31, 2013.

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

1. The Freeholder Director and Clerk of the Board hereby approve the above referenced grant application.
2. The Freeholder Director and Clerk of the Board are hereby authorized to execute any and all documents in connection with the filing of grant application with the New Jersey Division of Criminal Justice, Office of the Insurance Fraud Prosecutor for the County Prosecutor Insurance Fraud Reimbursement Program, in the amount of \$181,367.00, from January 1, 2013 to December 31, 2013.
3. That the Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any additional assurances as may be required.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on December 5, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**



F1

BOARD OF  
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR  
Robert M. Damming

FREEHOLDER LIAISON  
Vincent H. Nestore Jr.

TO: Margaret Cipparrone

DEPARTMENT: Prosecutors Office

County Prosecutor Insurance Fraud Reimbursement  
GRANT TITLE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE: November 20, 2012



DEPARTMENT OF HUMAN  
SERVICES

DIRECTOR  
Lisa A. Cerny

P.O. Box 337  
Woodbury, NJ 08096

Phone: 856.384.6870  
Fax: 856.384.0207

[lcerny@co.gloucester.nj.us](mailto:lcerny@co.gloucester.nj.us)

[www.gloucestercountynj.gov](http://www.gloucestercountynj.gov)

**CERTIFICATION LETTER**

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

REVIEWED BY: [Signature]

REVIEWED BY: [Signature]  
Grants Coordinator

FREEHOLDER MEETING: December 5, 2012

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

New Jersey Office of the Insurance Fraud Prosecutor  
County Prosecutor Insurance Fraud Reimbursement Program

**Reimbursement Application**

For the Period January 1, 2013 - December 31, 2013

**Application Overview**

Name of County: Gloucester County

Implementing Agency: Gloucester County Prosecutor's Office

Program Summary (limit 100 words or less):

Gloucester County has participated in the Insurance Fraud Reimbursement Program for thirteen years. We look forward to beginning our fourteenth year in 2013. The Gloucester County Insurance Fraud Unit's mission is: to detect, investigate and prosecute fraud; deter future acts of insurance fraud; increase citizen awareness of the offense and its inherent costs; and work with local, county and state agencies as well as insurance company investigators to achieve these objectives. To that end, the Gloucester County Insurance Fraud Unit established a number of successful proactive programs that include: in-house seminars at local police departments, local ride-alongs, ride-alongs with the MVC, the Deptford Mall Directive, public speaking engagements, participation in local public activities such as National Night Out, and providing information on insurance fraud to the Gloucester County Store, continuing the NICB program, and the State Motor Vehicle Inspection.

<b>County Requested Funding</b>	\$ 181,367
<b>OIFP Approved Funding</b>	\$

Approved: \_\_\_\_\_

Office of Insurance Fraud Prosecutor/Date

***Application Deadline: October 24, 2012***

# Table of Contents

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The application must be in the following order. Insert page numbers for each section.)

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(If available when submitting application; otherwise, provide Board of County Freeholders' meeting date in cover letter. See <i>New Jersey County Prosecutor Insurance Fraud Reimbursement Program Guidelines, rev. 8/22/12.</i> )	

# Applicant Information

Name of the County: County of Gloucester

Address: 2 South Broad Street, P.O. Box 337

City/State/Zip Code: Woodbury, NJ 08096

County Web Site: www.co.gloucester.nj.us

Federal ID Number: 21-6000660

**County Prosecutor:** Sean F. Dalton

Address, City, State, Zip: P.O. Box 623, Woodbury, NJ 08096

Telephone: 856-384-5534

Fax: 856-384-8624

Email: sdalton@co.gloucester.nj.us

**Name and Title of CPO Program Director:** Margaret Cipparrone, Assistant Prosecutor

Address, City, State, Zip Code: P.O. Box 623, Woodbury, NJ 08096

Telephone: 856-384-5648

Fax: 856-384-8624

Email: mcipparrone@co.gloucester.nj.us

**Name and Title of CPO Contact Person:** Billie-Jo Scott, Office Manager

Address, City, State, Zip Code: P.O. Box 623, Woodbury, NJ 08096

Telephone: 856-384-5532

Fax: 856-384-8624

Email: bjscott@co.gloucester.nj.us

**Name and Title of County Chief Financial Officer:** Gary Schwarz, Treasurer

Address, City, State, Zip Code: P.O. Box 337, Woodbury, NJ 08096

Telephone: 856-853-3353

Fax: 856-251-6778

Email: gschwarz@co.gloucester.nj.us

**Name and Title of CPO Fiscal Contact Person:** Amanda Liberto, Accountant

Address, City, State, Zip Code: P.O. Box 337, Woodbury, NJ 08096

Telephone: 856-853-3356

Fax: 856-251-6778

Email: aliberto@co.gloucester.nj.us

# Agency Description, Background, Experience and Capability

The Gloucester County Insurance Fraud Unit is funded by a reimbursement program administered through the State Office of the Insurance Fraud Prosecutor. The unit consists of one assistant prosecutor, one detective, and one secretary.

Assistant Prosecutor Margaret A. Cipparrone earned a Bachelor's Degree in Business Administration from the University of Michigan, graduating with high honors. She then earned a Jurisprudence Doctorate from Rutgers School of Law at Camden, graduating with highest honors and numerous awards. Prior to becoming employed with the Insurance Fraud Unit, Ms. Cipparrone worked for years with the insurance industry. As an associate in a civil defense firm, she drafted letters of opinion regarding insurance coverage issues and prepared the legal defense of hundreds of civil litigation lawsuits. The lawsuits varied from PIP claims to auto liability, premises liability, commercial liability, construction liability, contract disputes, and dramshop matters. Ms. Cipparrone's work required her to work closely with insurance claims adjusters and SIU personnel.

Detective William Perna has an Associate's Degree in Applied Science from Camden County College, a Bachelor of Arts Degree from Fairleigh Dickinson University, and a Master of Science Degree from the Fairleigh Dickinson University Public Administration Institute. He is a retired New Jersey State Police Officer, retiring after serving 27 years with the State Police and achieving the rank of Lieutenant. While in the State Police, Detective Perna was in charge of the South Intelligence Unit, responsible for investigating organized criminal activity in the seven southern counties of New Jersey. He was also assigned to the Federal Joint Terrorism Task Force in Newark on 9-11 and assigned to the Joint Terrorism Task Forces in New Jersey and Philadelphia, Pennsylvania. Detective Perna's training, experience, and numerous contacts are invaluable to the Insurance Fraud Unit within the Gloucester County Prosecutor's Office.

Joanne Eichenberg is the secretary to the unit. Ms. Eichenberg has been employed with the County for more than twelve years. She was previously the secretary to this Unit and during that time, all of this Unit's reports were timely. We enjoy working with her and appreciate her dedication.

# Problem Statement

The Gloucester County Insurance Fraud Unit is pro-active in its mission to detect and deter insurance fraud. The Unit is successful in developing a good working relationship with the twenty-four local police departments. This can be attributed to our in-house seminars as well as our ride-along programs. It is necessary to continue to foster this relationship to improve detection, investigation and prosecution of insurance fraud matters.

Historically, a large number of auto thefts were reported from the Deptford Mall. However, with the institution of a program by this Unit requiring immediate faxing of auto theft reports to this Unit and the installation of new surveillance cameras, there have been no reported auto thefts at the Deptford Mall since the inception of this program in the year 2007. However, we continue to work directly with the Deptford Mall Police Mini-station on an as needed basis.

Healthcare claims fraud continues to be an increasing problem. With the increase in the popularity of pharmaceuticals as recreational street drugs, comes an increase in the number of cases involving payment for fraudulent prescriptions with an insurance prescription card. Again, the difficulty in prosecuting healthcare claims fraud appears to be the lack of training of the local police. During the investigation they do not ask what form of payment was used to purchase the prescription. Therefore, this unit continues to address the healthcare claims statute, as well as the proofs necessary to prosecute these matters, during its in-house seminars

The Insurance Fraud Unit works in concert with the Arson Unit to handle such offenses as arson for profit. The insurance fraud unit has held two seminars in the past few years for the County fire departments. The arson for profit segment of the seminars was well received. Moreover, Assistant Prosecutor Cipparrone teaches at the Arson Investigators Academy each time training is held. She teaches legal issues of arson investigation, including the gathering of evidence for insurance fraud prosecution and testimony at trial. This program is held every other year. The time for the program has been changed from the month of November to the spring. Margaret taught this course in the spring 2012 and found there was greater attendance due to the time of year.

Moreover, Margaret teaches at the spring and fall courses for police cadets. This program is held at the Police Academy at the Gloucester County College. She teaches arson and insurance fraud among other topics. She last taught in September 2012.

# Program Evaluation

With two months remaining in the year, Gloucester County believes it will meet its 20012 goals. To date we have accomplished the following:

## **GOALS for 2012:**

1. Prevention, early detection, aggressive pursuit and prosecution of insurance fraud;
2. Increase consumer awareness;
3. Timely reporting to the State OIFP

## **OBJECTIVES FOR 2012 (List the Program's Objectives):**

1. Disseminate information on insurance fraud statutes and any changes or developments therein;
2. Train local police departments in detecting fraudulent documents and in healthcare claims fraud, particularly prescription payment fraud;
3. Continue with the Deptford Mall Initiative on an as needed basis
4. Train police recruits at the police academy on the insurance fraud statutes;
5. Teach candidates at the Fire Investigators Academy;
6. Provide speakers to public groups and/or work the county National Night Our Program

## **PROJECT ACTIVITIES for 2012 (List specific activities related to the achievement of goals and objectives. Include dates of accomplishments.):**

1. Continue in-house seminars with the local police departments. Target eight per year;
2. Continue Ride-Along Program with the local police departments;
3. Continue working with the MVC.
4. Continue working with Deptford Police substation within the Deptford Mall (only as necessary).
5. Teach the new police recruits on insurance statutes – spring and fall recruits at the police academy
6. Teach candidates at the Fire Investigators Academy.
7. Provide speakers to public groups on insurance fraud and identity theft and/or work National Night Out.

8. Continue participating in county activities;

9. Timely reports to the State.

**PROGRESS TO DATE:** (Relate to goals, objectives and activities. Highlight significant accomplishments and problems. Quantify where possible.)

1. Due to a lack of interest on the part of the local police departments, Detective Perna discontinued the in-house seminars with the local police departments after only two such sessions in 2012. However, the Gloucester County Prosecutor's Office Insurance Fraud Unit operates as both a reactive and proactive investigative entity. Therefore, the Unit Detective, Bill Perna, as per directive of the former Office of the Insurance Fraud Prosecutor (OIFP), met twice a week with the OIFP County Coordinator in Cherry Hill to review current investigations and allow for interaction between both the civil investigators and the criminal detectives.

2. Again, due to the lack of interest on the part of the local police departments, no ride-alongs were conducted in 2012. However, the Gloucester County Insurance Fraud Unit conducted a weekly outreach with various Special Investigation Units (SIU) of insurance companies who write policies in the southern New Jersey area. This allows the Unit to obtain criminal cases in a timely manner and allows for an exchange of information regarding various new criminal trends.

3. The Unit no longer works with the MVC since the privatization of the MVC. In lieu of that, Detective Perna is arranging to work the DUI check points to inspect insurance cards during the check points. We will institute this program in 2013.

4. Additionally, the Gloucester County Insurance Fraud Unit developed a program called the Deptford Mall Stolen Vehicle Program. The Unit Detective, Bill Perna, worked with the Deptford Police and the Mall Security personnel, who both maintain satellite offices at the Mall. The program was initiated in 2003 due to the large number of stolen vehicles. At that time, the mall averaged one stolen vehicle report per week. Since the institution of the program requiring the immediate faxing of the report to this Unit, no autos have been reported stolen. This result is a combination of the new video equipment at the mall and the fast response time as a result of the faxing of the reports. Faxing eliminates a three to six month time delay. The Unit Detective meets and works with the Mall on a once a month basis. To date, Detective Perna has met with them ten times.

5. Assistant Prosecutor Cipparrone has taught at both the spring and fall classes of recruits at the police academy and is scheduled to teach again on October 31, 2012. Detective Perna has also taught both the spring and fall recruits.

6. Assistant Prosecutor Cipparrone taught at the Fire Investigators' Academy in the spring of 2012.

7. Both Detective Perna and AP Cipparrone participated in the National Night Out program. Detective Perna worked the East Greenwich program in August and AP Cipparrone worked the Deptford Township program in September.

8. Unfortunately, this county has not been timely in its submission of reports. However, we are working on the problem, and believe that we will be timely for the end of the year reports and all future reports.

## Goals, Objectives and Activities

The Gloucester County Insurance Fraud Unit is proactive. While the Unit used to sponsor training seminars for local law enforcement officials, county, agencies, and SIU personnel, funds no longer allow for this type of activity. The prior ride-along program and in-house seminars were no successful in 2-012. Not to be dissuaded, Detective Perna has devised other activities to obtain our goals for 2013.

Each year Detective Perna attends the annual Insurance Fraud Summit. Each time he attends such an event, he learns something new which eventually leads to a new program for our county. This year this county was fortunate to receive funding from OFIP to pay for Detective Perna's attendance at JNJSIAA. In lieu of the in-house seminars with the red-along program for the local police departments, Detective Perna will utilize the contacts made during the Annual Summit to conduct monthly meetings with the SIU Investigators of the insurance carriers who write policies for the Gloucester County Area. The target is one such meeting per month.

Additionally, to assist in the replacement of the MVC program which is no longer active, Detective Perna plans to work with law enforcement during DUI check points. He will be looking for fraudulent motor vehicle insurance identification cards. The target is four such check points during 2013.

In 2003, Prosecutor Sean Dalton formed the Arson Unit. By virtue of the number of arsons that are motivated by insurance money, this Unit became an arm of the Insurance Fraud Unit. The arson investigator is not funded by the insurance fraud grant but by the County Board of Chosen Freeholders. However, matters are referred to the Insurance Fraud Unit for additional investigation and handling. The County held two seminars: 2004 and 2005. Due to a lack of funds, there have been no subsequent seminars. However, Assistant Prosecutor Cipparrone teaches at the Fire Investigators' School. She addresses the legal aspects of an arson investigation, focusing on the evidence necessary to prosecute insurance fraud offenders. She most recently taught in the spring of 2012, and will teach again at the next scheduled course.

Previously, this Unit was able to meet its deadlines for reporting to the state. After many changes in clerical personnel, Joanne Eichenberg is again handling our clerical matters and is attempting to get on top of things. We appreciate her diligence and look forward to enjoying Joanne's organizational skills and reporting timely to the State once again.

The program developed by the Gloucester County Insurance Fraud Unit is successful. The monthly, quarterly, and semi-annual reports for all years 1999 to date reflect that the number of cases opened and prosecuted remains fairly consistent. Moreover, the quality of the matters has improved and the number of dismissed cases has declined. We believe that this is a direct result of the efforts of this Unit.

### Goals for 2013:

1. Prevention and early detection of insurance fraud with aggressive pursuit and prosecution;
2. Increase police officer and consumer awareness;
3. Thorough and timely reporting to the State Office of the Insurance Fraud Prosecutor.

Objectives and Activities.

1. Disseminate new information, if any, regarding changes in the insurance fraud statues or judicial interpretation thereof to the local police departments.
2. Continue with the Deptford Mall Initiative to the extent necessary.
4. Train police recruits at the academy.
5. Teach candidates at the Fire Investigators Academy
6. Continue weekly meetings with the Cherry Hill Office of the OIFP
7. In lieu of working with the State MVC locations, work with law enforcement at DUI check points.
8. In lieu of the in-house seminars and ride-alongs, meet regularly with SIU personnel.
9. Provide speakers to public groups on an as needed basis and/or participate in county activities such as National Night Out.
10. Meet with self-insured re: impact of insurance fraud on an as needed basis. (Detective Perna worked with USA, a self-insured in 2012).
11. Timely reporting to the State.

# Program Action Plan

(attach additional sheets if necessary, please follow format below)

**Goal:**

<u>Objective</u>	<u>Activity</u>	<u>Program start up date and completion date</u>	<u>Person Responsible</u>
Disseminate information re: Insurance fraud statutes and any changes or developments therein	1. Meet with County Boards and/or self-insured's 2. Work county activities such as National Night Out 3. Teach the recruits re: same	Cont'd- Target two by October 1, 2013  Cont'd- two by October 31, 2012	AP Cipparrone and/or Detective William Perna  AP Cipparrone and/or Detective William Perna
Work with local law enforcement re: fraudulent ins cards	Work with local LEO during DUI checkpoints	Cont'd- Target two times by both Detective and AP during 2013  New program to begin by the holiday season of 2012 with four such events during 2013	AP Cipparrone and Detective William Perna  Detective William Perna
Continue with the Deptford Mall Initiative	Meet with the mall police	Cont'd- As needed, but at least once monthly	Detective William Perna
Work with OIFP to obtain leads	Per directive, meet weekly with the Cherry Hill Office	Cont'd- Weekly	Detective William Perna
Work with SIU personnel from Insurance carriers	Meet with SIU personnel at their place of business	New Program to begin January 2013. Target is six such meetings in 2013	Detective William Perna

# Program Personnel

(Attach Resumes, Job Descriptions and Organizational Chart)

## **Insurance Fraud Detective**

Position responsibilities are:

Seek out and investigate insurance fraud matters. Participate in the ride-along program by accompanying local police departments on their patrols to train local officers in the detection and investigation of insurance fraud matters. Work with the MVC doing similar work. Work with the Deptford Police Department substation at the Deptford Mall to identify fraud indicators with respect to stolen motor vehicle reports. Review all reports received from the substation for possible prosecution. Speak at public functions to disseminate information regarding insurance fraud and its impact on the public. Work with the Arson Unit to investigate potential insurance fraud in all arson matters. Attend South Jersey Working Group meetings, attend meetings sponsored by the State Office of the Insurance Fraud Prosecutor. Aggressively pursue and investigate all files for evidence of insurance fraud. Meet with and discuss cases with the County Insurance Fraud Assistant Prosecutor.

## **Insurance Fraud Assistant Prosecutor**

Requires a Jurisprudence Doctorate from an accredited law school. Must be licensed to practice in the State of New Jersey and pass the appropriate background review. Must have experience in the field of insurance law.

Position responsibilities are:

Review investigative files and determine if presentation to the Grand Jury is warranted. Present matters to the Grand Jury. Once indicted, proceed with prosecution, coordinating with the State Office of the Insurance Fraud Prosecutor for civil fines. Meet with the Prosecutor to review files as necessary. Prepare brochures for dissemination to the public, as necessary. Prepare and disseminate a news bulletin to the local police departments as warranted. Teach insurance law statutes at the County Police Academy three times a year. Review reports prepared by clerical personnel for accuracy. Prepare grant application and meet with Billie-Jo Scott regarding same and with respect to maintenance of financial records.

## **Secretary**

Position responsibilities are:

Prepare all subpoenas and correspondence for Detective William Perna. Prepare all correspondence for Assistant Prosecutor Cipparrone. Diary all court dates for AP Cipparrone and pull files with reminders. Maintain accurate and timely records for the Insurance Fraud Unit. Prepare monthly, quarterly, semi-annual and annual reports to the State of New Jersey.

**Resume of**  
**WILLIAM J. PERNA SR.**  
132 South Cedar Ave.  
Bellmawr, New Jersey, 08031  
856-931-0142

**EDUCATION:**

Fairleigh Dickinson University, Public Administration  
Institute. Teaneck, New Jersey.  
**Master of Science Degree.**

Fairleigh Dickinson University, Teaneck, New Jersey.  
**Bachelor of Arts Degree.**

Fairleigh Dickinson University/ New Jersey  
Department of Personnel, Certified Public Manager  
Program. August 4, 2001.  
**Certified Public Manager**

Camden County College, Blackwood, New Jersey,  
Graduated 1978, Business Administration, Accounting  
Major.  
**Associate in Applied Science Degree**

**TEACHING EXPERIENCE**

**Gloucester County Community College, Sewell,**  
New Jersey. 2003 to Present.  
Adjunct Professor teaching Social Science Courses:  
SOC 205 Introduction to Criminology,  
SOC 261 Organized Crime  
SOC 262 Domestic and International Terrorism and  
SOC 225 Community Policing.

**Farleigh Dickinson University, Teaneck, New**  
Jersey, 2002 To Present – Adjunct Professor  
teaching Master's and Undergraduate courses in the  
Public Administration Program.

**St. Joseph's University, Philadelphia, Pennsylvania,**  
2003 to Present - Adjunct Professor, Public Safety  
and Environmental Protection Program, Master of  
Science curriculum

Gloucester County Police Academy, Sewell, New Jersey, 2001 to present – Teaching recruit and advanced schools including Police Leadership, Community Policing, Cultural Diversity, Racial Profiling, Crimes Against Persons, Crimes against Property, Informant Cultivation, Report Writing, and physical training of new police recruits.

Seton Hall University affiliation with/at the New Jersey State Police Academy August 1985 to November 2001 – Instructing Police Ethics, Organized Crime School, Criminal Investigation School, Advanced Narcotics School. Instructed Use of Force, Firearms, PR-24, and Weapon Retention schools.

**CAREER EXPERIENCE:**

**Gloucester County Prosecutor's Office**  
Hunter & Euclid Streets, PO Box 860,  
Woodbury, New Jersey, 08096  
Ten years of service

November 2001 to present. Assigned to the U.S. Attorney's Joint Terrorist Task Force (JTTF) in Philadelphia/South Jersey, and New Jersey Office of Counter-Terrorism. Conducted internal investigations of criminal allegations against police officers in Gloucester County. Assigned to conduct in-depth investigations into insurance and health care frauds. Currently assigned to the Major Crimes Units and assist on Fugitive, Major Crimes, Police Training and Academy instruction.

**New Jersey State Police**

PO Box 7068,  
West Trenton, New Jersey 08628  
Twenty-seven Years of Service  
**Retired at the Rank of Lieutenant**

October 1997 to November 2001 Lieutenant – Supervisor of the South Intelligence Unit, Intelligence Services Section. Supervised all intelligence related criminal investigations conducted by the South Intelligence Unit. Unit was responsible for the collection of intelligence information targeting

traditional and non-traditional organized criminal factions in the seven southern counties of New Jersey. Managed all unit administrative functions including evidence and confidential funds. September 11, 2001, assigned to the FBI Newark Division after the World Trade Disaster. Supervised approximately twenty-five State Police detectives conducting terrorism related investigations for the FBI Task Force. Also assigned to the Philadelphia and Newark Joint Terrorist Task Forces (JTTF).

January 1995 to May 1996 – Detective Sergeant First Class (Assistant Unit Leader) assigned to the Federal Bureau of Investigation, Philadelphia Office, Criminal Enterprise Intelligence Squad. Worked as a member of the FBI's first Intelligence Squad. Received top-secret security clearance. Deputized as a special FBI agent and Deputy U.S. Marshall. Conducted Intelligence related investigations into organized criminal activity involving traditional and non traditional organized criminal groups. Assisted various FBI squads in conducting investigations involving terrorism, bank robbery, white collar crime, fugitive, illegal firearms, and narcotics activities. Testified in Federal court during an R.I.C.O. trial involving several members and associates of the Philadelphia La Cosa Nostra (LCN) under Boss John Stanfa. Authored, monitored, and conducted intelligence analysis of three dialed number recorders which led to an active investigation of Philadelphia LCN members. Case resulted in arrest of fifteen LCN members and associates in the State of Pennsylvania. This case was used a trial of Philadelphia LCN Boss, Joseph Merlino, and seven LCN members.

November 1985 to January 1995 -Detective Sergeant- South Intelligence Unit, Camden New Jersey. Investigated organized criminal conspiracies in the seven southern counties of New Jersey. Investigated organized criminal activities primarily involving the Philadelphia La Costa Nostra and methamphetamine manufacturers. Worked in covert and overt capacities. Developed confidential sources. Prepared affidavits for wiretaps, dialed number

recorders, toll billing records, as well as authorization for consensual recordings. Interacted with Federal, State, and County Agencies. Entered informants in Federal and State Witness Protection Programs. Worked with Federal and State prosecutors preparing and prosecuting cases. Testified in Federal R.I.C.O. trials leading to convictions of five LCN soldiers and associates. Received State Police Meritorious Service Award (Medal) for investigative related activities. Received several FBI and police citations for investigative accomplishments. Developed cases involving illegal manufacturing, possession, and distribution of illegal firearms.

November 1978 to November 1985 - Superintendents Special Staff Section, Casino Gaming Bureau. Conducted corporate and key personnel background investigations for state licensing. Worked inside casinos in both covert and overt capacities. Conducted in-depth criminal investigations while assigned to the Special Investigations Unit during a four-year period. Prepared wiretap, dialed number recorder, search warrant, toll billing affidavits, and consensual recording authorizations. Worked with police agencies around the world. Recommended for Trooper of the Year for solving the first armed robbery of a New Jersey casino, three years after it occurred. Received State Police Certificate of Commendation (Medal) for investigative accomplishments. Received numerous letters and certificates of commendation from a variety of police agencies.

January 1975 to November 1978 - Field Operations Section, Troop "A," worked as a general duty road Trooper at five stations. Received State Police Meritorious Service Award (Medal) for apprehending an armed felon attempting to kill myself and another Trooper.

TECHNICAL/  
PROFESSIONAL  
TRAINING

October 2002	Division of Criminal Justice, Interview and Interrogation Course.
June 2002	Gloucester County Police Academy, Firearms Instructor
May 2002	International Association of Auto Theft Investigators Seminar.
May 2002	Wilmington College Terrorism Seminar.
April 2002	Division of Criminal Justice, Criminal Procedure Course.
March 2002	Division of Criminal Justice, Internal Affairs Policy and Procedures Course.
August 2001	Certified Public Manager Certification.
January 2001	Certificate in Supervisory Management, Certified Public Manager Program.
October 2000	Ethics-Instructor Training Sea Girt, N.J. (40 Hours)
November 1999	Leadership Dynamics Seminar, Sea Girt, N.J. (40 Hours)
March 1996	Magloclen Gang Threat Awareness Seminar.
February 1996	Federal Bureau of Investigation Deadly Force Seminar. (40 Hours)
November 1995	Federal Bureau of Investigation Firearms Course
April 1995	Interview and Interrogation School, Sea Girt, N.J. (40 Hours)
December 1994	Police Supervision School, Sea Girt, N.J. (80 Hours)
January 1992	U.S. Customs Cross Designation School, Fort Dix, N.J.
July 1989	Federal Bureau of Investigation National Law-Enforcement Gang Seminar.
October 1988	Organized Criminal Groups School, Sea Girt, N.J. (40 Hours)
October 1986	Financial Statement Analysis Seminar, Princeton, N.J.

April 1988	Instructor Training School, Sea Girt, N.J. (80 Hours)
September 1986	Firearms Instructor Training School, Sea Girt, N.J. (40 Hours)
September 1986	PR-24 Instructor Training School, Sea Girt, N.J.
February 1986	Racketeer Influenced and Corrupt Organizations Seminar, Princeton, N.J.
December 1985	40 hour Organized Crime Analysis Seminar, Princeton, N.J.
April 1982	Rules of Casino Games, Atlantic City, N.J. (80 Hours)
April 1979	Criminal Investigation School, Sea Girt, N.J. (40 Hours)
March 1979	40 hour 2C Criminal Code Training Course, Sea Girt, N.J.
January 1979	New Jersey State Police Wiretap Seminar, Sea Girt, N.J.
December 1978	80 hour Investigators' Training, Division of Gaming Enforcement, Lawrence, N.J.
October 1978	Hostage Negotiation In-Service, Sea Girt, N.J.
March 1978	Moving Radar Operator.
June 1977	Search and Seizure In-Service, Sea Girt, N.J.
March 1977	40 hour Breathalyzer Operator School, Hammonton, N.J.
January 1977	40 hour Basic Drug Enforcement School, Sea Girt, N.J.
March 1975	Vascar Operator Training.

**PROFESSIONAL  
LICENSES:**

Certified Public Manager, Certified Substitute Teacher, Certified Divemaster (Scuba Diving), Black Belt in Shotokan Karate.

**HOBBIES:**

Running, Weightlifting, Karate

**AWARDS/LETTERS:**

New Jersey State Police Letter of Commendation for efforts during the planning, implementation, and coordinating the State Police operation during the Republican National Convention, Camden City, New Jersey, during July and August 2000. Letter was presented by Colonel Dunbar, November 2000.

U. S. Department of Justice, Federal Bureau of Investigation Certificate of Appreciation for lengthy investigation conducted with members of the Philadelphia FBI Division. Presented by Director Freeh, February 2000.

U. S. Department of Justice, Federal Bureau of Investigation Letter of Commendation for my actions during the arrest of three heavily armed bank robbers on the New Jersey Turnpike, without using deadly force. During the arrest I came under automatic weapon's fire. The arrested individuals had shot at police officers in the past. Presented July 1999.

U. S. Department of Justice, Federal Bureau of Investigation Letter of Commendation for an investigation I conducted with the FBI which resulted in the convictions of three LA Costa Nostra members, the seizure of an active methamphetamine laboratory, and \$775,000.00 of finished methamphetamine. Presented April 1996.

New Jersey State Police Meritorious Service Award for investigation of the Stanfa Crime Family resulting in the arrest of "Boss" John Stanfa, "Underboss" Frank Martines and "Capo" Vincent Pagano, and seven others for narcotics and weapons. Presented December 23, 1995.

New Jersey State Police Letter of Commendation for a criminal investigation which resulted in the seizure of seventeen (17) pounds of methamphetamine, cash, four illegal handguns and other valuables in the amount of \$192,000.00. Presented November 1995.

U. S. Department of Justice, Federal Bureau of Investigation Letter of Commendation for an investigation I conducted which led to Federal R.I.C.O. charges preferred against three top leaders of the Philadelphia La Costa Nostra. Presented November 1995.

New Jersey State Police Letter of Commendation for my actions during the murder of two Police Officers and the wounding of a third, which occurred in Haddon Heights, N.J. Presented May 1995.

Philadelphia Police Department Letter of Commendation for apprehension of an individual wanted for murder, narcotic's distribution, and conspiracy. Presented January 1992.

Philadelphia Police Department Letter of Recognition for identification and apprehension of two individuals, involved with the Junior Black Mafia. I charged these individuals with murder, aggravated assault and weapons offenses. Presented August 1989.

New Jersey Letter of Commendation for an LCN investigation that I initiated and worked jointly with the Philadelphia Police Department. Eight individuals were arrested after fifteen search warrants were executed in two states. \$20,000.00 cash and bets totaling in excess of one million dollars were confiscated. Presented March 1989.

New Jersey State Police Letter of Commendation for interdicting a million-dollar illegal gambling operation in two states. \$20,000 cash was seized as well as four handguns and eight defendants. Presented November 1988.

New Jersey State Police Letter of Commendation for a murder investigation involving a hit and run accident, which resulted in the arrest of three individuals for homicide. Presented March 15, 1988.

New Jersey State Police Certificate of Commendation for the apprehension of two state prison escapees breaking into a private residence. This apprehension occurred while off-duty. Presented April 1985.

New Jersey State Police Meritorious Service Award For the apprehension of an armed subject attempting to kill another Trooper and myself. June 1977.

Complete this PERSONNEL Budget Request if applying for Full- or Part-Time Insurance Fraud Positions. (Dedicated staff must devote at least 50% of their time to insurance fraud activities. If assigned less than 50% to insurance fraud, apply for Full-Time Equivalent (FTE) hours.)

**NOTE:** Overtime is a non-reimbursable expense.

## Budget Request

### A. PERSONNEL

#### 1. Salaries and Wages (list each position separately\*)

Position/Title and Name of Insurance Fraud Personnel	% of Time Spent on Insurance Fraud Activities	Annual Salary or Hourly Rate	Amount Requested for Program Period
1. Detective William Perna	100%	\$99,618	\$99,618
2.	%	\$	\$
3.	%	\$	\$
4.	%	\$	\$

\*refer to Program Guidelines (rev. 8/22/12) for important information

<b>Total Requested for Salaries &amp; Wages:</b>	<b>\$ 99,618</b>
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#### 2. Fringe Benefits

Name of Insurance Fraud Personnel (from above)	Rate	Salary Base	Amount Requested for Program Period**
1. William Perna (PFRS, Unemployment, FICA, Medicare)	30.39%	\$99,618	\$30,274
2. Additional quarterly fringe (dental, vision \$25.70/mo)	%	\$308.40	\$308.40
3.	%	\$	\$
4.	%	\$	\$

\*\*the percentage of the total fringe costs charged to the program cannot exceed the percentage of total salary/hourly rate charged to the program.

<b>Total Requested for Fringe Benefits:</b>	<b>\$30,582</b>
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<b>TOTAL REQUESTED FOR PERSONNEL:</b>	<b>\$130,200</b>
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Complete this **PERSONNEL** Budget Request if applying for **Full-Time Equivalent (FTE) Hours**.  
**NOTE:** Overtime is a non-reimbursable expense.

## Budget Request

### A. PERSONNEL\*

#### 1. Salaries and Wages

Note: 1200 FTE hours = 1 full-time position.

Calculate amount requested for each position as follows:

Median Hourly Salary x Total FTE Hours per Year.

Position	Median Hourly Salary	Estimated FTE Hours per Quarter	Total FTE Hours per Year	Amount Requested for Program Period
1. Assistant Prosecutor	\$50	60	240	\$12,000
2. Investigator				
3. Professional				
4. Clerical	\$30	45	180	\$5,400

\*Refer to Program Guidelines (rev. 8/22/12) for important information.

<b>Total Requested for Salaries and Wages</b>	<b>\$17,400</b>
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#### 2. Fringe Benefits

Fringe benefits rates are based on the County rates established for each position.

Calculate total fringe benefits rates using County established rates per position as follows:

Median Hourly Salary x Total FTE Hours per Year x Fringe Benefits Rate.

Position	Median Hourly Salary	Total FTE Hours per Year	Fringe Benefits Rate	Amount Requested for Program Period
1. Assistant Prosecutor	\$50	240	53.83%	\$6,460
2. Investigator				
3. Professional				
4. Clerical	\$30	180	53.83%	\$2,907

<b>Total Requested for Fringe Benefits</b>	<b>\$9,367</b>
--	----------------

<b>TOTAL REQUESTED FOR PERSONNEL</b>	<b>\$26,767</b>
--------------------------------------	-----------------

# Budget Request

**B. TRAINING** (training information must be submitted to OIFP, i.e., informational material, registration form, etc.)

Type of Training	Program Supported Personnel Attending	Registration Costs	Amount Requested for Program Period
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$

<b>TOTAL REQUESTED FOR TRAINING:</b>	<b>\$</b>
--------------------------------------	-----------

**C. EQUIPMENT**

Item (list items individually)	Quantity	Unit Cost	Amount Requested for Program Period
Vehicle	1	\$23,000	\$23,000
Laptop Computer	1	\$1,400	\$1,400
		\$	\$
		\$	\$
		\$	\$

<b>TOTAL REQUESTED FOR EQUIPMENT:</b>	<b>\$24,400</b>
---------------------------------------	-----------------

# Budget Narrative

## Salaries & Wages

The Gloucester County Insurance Fraud Unit is requesting only those funds necessary for the continuation of this Unit. Detective Perna works 100% on his time on insurance fraud matters, unless otherwise noted on the time certifications. Joanne Eichenberg is the Legal Secretary assigned to the unit as FTE. Margaret Cipparrone is the Assistant Prosecutor assigned to the unit as FTE. The FTE allocations are necessary as the Gloucester County Prosecutor's Office needs to equitably distribute the heavy workload amongst the existing Assistant Prosecutors. AP Cipparrone will meet the goals of the Insurance Fraud Unit while also contributing time to other matters. In addition FTE reimbursements will be requested for other assistant prosecutor and/or support staff that work on insurance fraud matters if Ms. Cipparrone and/or Ms. Eichenberg are unavailable.

## Fringe Benefits

Fringe benefits rates are based on the current 2012 rates as 2013 rates are not yet available. A copy of the memo from the County Treasurer is attached.

## Equipment

To replace Det. William Pena's vehicle (2000 Chevrolet Cavalier) which will have 125,000 miles by the end of the year. The County operating budget cannot replace this vehicle. This Unit needs the vehicle for the investigation of fraud matters, but also to accomplish the activities as previously set forth. Any vehicle purchased will be done so through a State contracted vendor and per all State and County purchasing guidelines.

To replace Det. Perna's laptop computer and docking station. His current laptop computer has crashed several times and has had to have a new hard drive installed. Det. Perna needs a computer to create his investigative reports and other documents relative to insurance fraud investigations. He utilizes his computer in both the office and the field. There is insufficient funds in the county operating budget to replace his computer at this time.



TO: ALL DEPARTMENTS  
FROM: GARY M. SCHWARZ  
COUNTY TREASURER *GMS*  
DATE: APRIL 9, 2012  
RE: 2012 FRINGE BENEFITS

The 2012 General Fringe Benefit percentage is 53.83%. The breakdown by individual category is as follows:

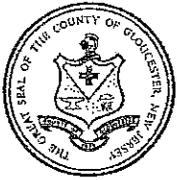
Pension	13.21*
Group Insurance	32.75
NJ Employment Security	.22
FICA/Medicare	<u>7.65</u>
	53.83

\*For employees covered by Police and Firemen Pension, substitute 22.52% for the above 13.21%.

The Workmen's Compensation rate must be added for each particular position.

Also, please note that these figures are averages for the County at large. If a grant specified that fringes need to be identified by individual, this percentage would not apply.

BOARD OF  
CHOSEN FREEHOLDERS  
COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY  
FREEHOLDER DIRECTOR  
Robert M. Damminger



COUNTY TREASURER'S  
OFFICE

TREASURER  
Gary M. Schwarz

Phone: 856.853.3353

BUDGET OFFICES

Phone: 856.853.3322  
Fax: 856.251.6778

P.O. Box 337  
Woodbury, NJ 08096

[www.co.gloucester.nj.us](http://www.co.gloucester.nj.us)

New Jersey Relay Service — 711

## Budget Request Summary

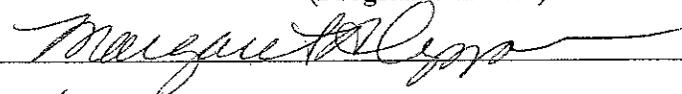
Budget Categories	Amount Requested for Program Period
A. Personnel	
Salaries & Wages	\$117,018
Fringe Benefits	\$39,949
B. Training	\$
C. Equipment	\$24,400
<b>TOTAL PROGRAM REQUEST:</b>	<b>\$181,367</b>

### CERTIFICATION

The undersigned certifies that the above budget requests are to be utilized for the reimbursement for established activities undertaken in connection with investigating and prosecuting insurance fraud or to expand units working on insurance fraud matters.

Name/Title: Margaret Cipparrone, Assistant Prosecutor

(Program Director)

Signature: 

Date: 10/24/12

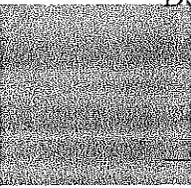
# Application Authorization

The person whose signature appears below is authorized to submit this application to the New Jersey Department of Law and Public Safety, Office of the Insurance Fraud Prosecutor, for the following Program:

(*name of Program*) County Prosecutor Insurance Fraud Reimbursement Program  
at the estimated total cost of \$181,367

The undersigned agrees upon approval of this application on behalf of the applicant agency to comply with the GENERAL CONDITIONS and ASSURANCES of the Reimbursement Program.

The undersigned also certifies the following regarding Civil Rights Compliance, Debarment and Suspension and Drug-Free Workplace.



---

(Signature of Authorizing Official)

Robert M. Damminger, Freeholder Director  

---

(Type Name and Title)

---

(Date)

## Civil Rights Compliance

An Equal Employment Opportunity Program (Affirmative Action Plan) in accordance with 28 CFR 42.301, *et seq.*, Subpart E. covering the employment practices of the implementing agency has been executed and is available for review in the office of:

Name: Equal Employment Opportunity Office  
Title: \_\_\_\_\_  
Agency: County of Gloucester  
Address: 2 South Broad Street  
City/State: Woodbury, NJ 08096  
Telephone: 856-384-6903

## General Conditions & Assurances

1. The county assures that funds made available pursuant to *N.J.S.A. 17:33A-28* will be used **solely** for insurance fraud activities.
2. The county assures that it will maintain fund accounting, auditing, monitoring and such evaluation procedures as may be necessary; that it will keep such records as the Office of the Insurance Fraud Prosecutor (OIFP) shall prescribe; that it will assure fiscal control, proper management and efficient disbursement of funds received under the Act.
3. The county assures that it will maintain such data and information and submit such reports, in such forms, at such times, and containing such information, as OIFP may require.
4. The county certifies that the program contained in its application meets all requirements, that all the information is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with all provisions of all applicable Federal and State laws, regulations and guidelines.
5. The county assures that it will comply with all applicable Federal and State anti-discrimination laws.
6. The county assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, or sex against recipient of funds, after due process hearing, the recipient will forward a copy of the finding to OIFP.
7. The county assures that if required to formulate an Equal Employment Opportunity Program (EEO) in accordance with 28 *CFR* 42.301 *et seq.*, it will maintain a current plan on file.
8. The county assures that it will comply with all the requirements of the State of New Jersey for State and Local financial accounting.
9. The county agrees to notify OIFP as soon as possible, but not later than thirty (30) days, of any material developments or changes occurring in the county's action plan during the applicable period for which this funding reimbursement is made.

Examples of material developments or changes include, but are not limited to:

- a. Change of contact person, telephone number, or office location.
  - b. Any audit conducted by any governmental agency which demonstrates non-compliance with the terms of this funding.
10. Where activities supported by this reimbursement program produce original books, manuals, films or other copyrightable material, the county may copyright such, but OIFP reserves royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials and authorize others to do so. OIFP also reserves the right to require the county not to publish, and the county thereupon shall refrain from publishing any material, whether copyrightable or not, that OIFP shall designate; provided, however, such right shall not be exercised unreasonably. Any publication by the county shall include, on the title page, a standard disclaimer of responsibility by OIFP for any opinions or conclusions contained therein. In addition, the following language must appear on any publication or program, "This program or project was made possible (either in part or wholly) by funding provided by the Office of the Insurance Fraud Prosecutor."

11. The county will give OIFP, access to and the right to examine all records, books, papers, or documents related to the program.
12. The county will comply with applicable Federal, State and Local audit requirements, including the requirements of *N.J.S.A. 40A:5-4*; State of New Jersey, Department of Treasury, OMB Circular Letter 04-04 found at: <http://www.state.nj.us/infobank/circular/cir0404b.htm>; and the Federal Office of Management and Budget Circular Letter A-133 as revised and found at: <http://www.whitehouse.gov/sites/default/files/omb/assets/omb/circulars/a133/a133.pdf>
13. The county will notify OIFP of any exceptions and/or findings regarding this program as a result of any Federal, State or Local audit.
14. The county will comply with all **Contract Requirements** that may be stipulated or applied to specific programs by the Department of Law and Public Safety.
15. The county will comply with all the requirements contained in the **Program Guidelines (rev. 8/22/12)** for the specific program for which the applicant has applied.

### CERTIFICATION

I certify that the action plan proposed in this application and the funds applied for will be used to augment current anti-insurance fraud efforts, that it meets all the requirements of the Automobile Insurance Cost Reduction Act of 1998 (*N.J.S.A. 17:33A-28*), that all of the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of the Act and all other applicable Federal and State laws, regulations and guidelines.



---

County Prosecutor's Signature

Sean F. Dalton

---

County Prosecutor's Full Name  
(Please type)

---

Date

**RESOLUTION AUTHORIZING RENEWAL OF GRANT APPLICATION FOR THE INSURANCE FRAUD  
REIMBURSEMENT PROGRAM THROUGH THE NJ DIVISION OF CRIMINAL JUSTICE, OFFICE OF THE  
INSURANCE FRAUD PROSECUTOR, IN THE AMOUNT OF \$181,367 FOR THE PERIOD  
JANUARY 1, 2013 THROUGH DECEMBER 31, 2013**

**WHEREAS**, the Gloucester County Prosecutor desires to submit a renewal application to the New Jersey Division of Criminal Justice, Office of Insurance Fraud Prosecutor, for funding for the Insurance Fraud Reimbursement Program within Gloucester County, for the period January 1, 2013 through December 31, 2013; and

**WHEREAS**, the Board of Chosen Freeholder of the County of Gloucester deems this to be beneficial to the citizens of the County of Gloucester; and

**WHEREAS**, the Gloucester County Prosecutor's Office reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct; and

**WHEREAS**, the Gloucester County Prosecutor's Office has submitted the grant application to the Department of Human Services for review, and said agency has approved said application, and the Board of Chosen Freeholders of the County of Gloucester understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the State of New Jersey, Division of Criminal Justice for the administration of grant projects; and

**WHEREAS**, the Gloucester County Board of Chosen Freeholders acknowledges that the amount of the grant funds to be requested is \$181,367.00, for the period of January 1, 2013 through December 31, 2013.

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

1. That the renewal application with the NJ Department of Law and Public Safety, Division of Criminal Justice, is hereby authorized; and, the Freeholder Director and other appropriate County official(s), as may required by said application, are authorized to execute all documents relative to the grant application for funding in the amount of \$181,367.00 for the Insurance Fraud Reimbursement Program within Gloucester County, for the period January 1, 2013 through December 31, 2013.
2. That the Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any additional assurances as may be required.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on November 20, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

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

**RESOLUTION AUTHORIZING GRANT APPLICATION TO THE STATE OF NEW JERSEY, DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE, OFFICE OF VICTIM/WITNESS ADVOCACY FOR THE SEXUAL ASSAULT RESPONSE TEAM/SEXUAL ASSAULT NURSE EXAMINERS GRANT, IN THE AMOUNT OF \$89,881.00, FROM OCTOBER 1, 2012 TO SEPTEMBER 30, 2013**

**WHEREAS**, the Gloucester County Prosecutor desires to submit a grant application to the State of New Jersey, Department of Law and Public Safety, Division of Criminal Justice, Office of Victim/Witness Advocacy, for funding of the Sexual Assault Response Team/Sexual Assault Nurse Examiners Program, from October 1, 2012, to September 30, 2013; and

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester deems this to be beneficial to the citizens of the County of Gloucester; and

**WHEREAS**, the Gloucester County Prosecutor's Office reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct; and

**WHEREAS**, the Gloucester County Prosecutor's Office has submitted the grant application to the Department of Human Services for review, and said agency has approved said application, and the Board of Chosen Freeholder of the County of Gloucester understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the State of New Jersey, Department of Law and Public Safety, Division of Criminal Justice, Office of Victim/Witness Advocacy for the administration of grant projects; and

**WHEREAS**, the Gloucester County Board of Chosen Freeholders acknowledges that the amount of the grant funds to be requested is \$71,905.00, with an in-kind match of \$17,976.00, for a total amount of \$89,881.00, from October 1, 2012 to September 30, 2013.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that:

1. The Director of the Board is hereby authorized to execute any and all documents in connection with the filing of the grant application with the State of New Jersey, Department of Law and Public Safety, Division of Criminal Justice, Office of Victim/Witness Advocacy, requesting funds to be used for the Sexual Assault Response Team/Sexual Assault Nurse Examiners Program, in the amount of \$71,905.00, with an in-kind match of \$17,976.00, for a total amount of \$89,881.00, from October 1, 2012 to September 30, 2013.
2. The Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary assurances as may be required.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held December 5, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

**ROBERT N. DI LELLA, CLERK**

F2



BOARD OF  
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR  
Robert M. Damming

FREEHOLDER LIAISON  
Vincent H. Nestore Jr.



DEPARTMENT OF HUMAN  
SERVICES

DIRECTOR  
Lisa A. Cerny

P.O. Box 337  
Woodbury, NJ 08096

Phone: 856.384.6870  
Fax: 856.384.0207

[lcerny@co.gloucester.nj.us](mailto:lcerny@co.gloucester.nj.us)

[www.gloucestercountynj.gov](http://www.gloucestercountynj.gov)

TO: Eileen Caraker

DEPARTMENT: Prosecutors Office

GRANT TITLE: SANE/SART

DATE: November 20, 2012

**CERTIFICATION LETTER**

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

REVIEWED BY: [Signature]

REVIEWED BY: [Signature]  
Grants Coordinator

December 5, 2012

FREEHOLDER MEETING: \_\_\_\_\_

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

## GRANT REQUEST FORM

INCLUDE THE GRANT APPLICATION AND COMPLETED PROPOSAL. IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES. ALSO INCLUDE BUDGET WITH COUNTY ACCOUNT NUMBERS.

DATE: 11/1/12

1. TYPE OF GRANT  
         NEW GRANT  
  X   RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET  
NUMBER   #11-241
  
2. GRANT  
TITLE: SANE/SART
  
3. GRANT TERM: FROM: 10/1/12 TO: 09/30/13
  
4. COUNTY DEPARTMENT: Prosecutor's Office
  
5. DEPT. CONTACT PERSON & PHONE NUMBER: Eileen Caraker 384-5555 or  
Carolyn Szolack 384-5533
  
6. NAME OF FUNDING AGENCY: NJ Division of Criminal Justice
  
7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): The Sexual Assault Nurse Examiner Program provides funding for part-time (24 hours per week) SANE/SART Coordinator to coordinate scheduling to provide twenty-four hour, seven days a week coverage for victims of sexual assault, shecduling of in-service training, new SANE nurse orientations and program management at both Underwood-Memorial and at JFK Hospitals and all related duties.
  
8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK " \* "):

NAME	AMOUNT	NAME	AMOUNT
<u>Eileen Caraker</u>	<u>\$49,451</u>		
  
9. TOTAL SALARY CHARGED TO GRANT: \$ 49,451
  
10. INDIRECT COST (IC) RATE: \_\_\_\_\_%
  
11. IC CHARGED TO GRANTS \$ \_\_\_\_\_

**C-2 LINE ITEM NARRATIVE  
SEX ASSAULT NURSE EXAMINER GRANT  
10/1/012-9/30/13**

**Personnel**

**101.01 - Salary and Wages**

To fund position for SANE/SART Coordinator, 24 hours per week to coordinate schedules, in-service, new SANE nurse orientations, etc., including program management at both Underwood-Memorial and at JFK Hospitals and all related duties. Coordinating the effort of the Sexual Assault Response Team. Management of grant.

**\$49,451**

**994 - Fringe Benefits**

To pay fringe benefits for the part-time SANE/SART Coordinator/Grant Manager

**\$13,496**

**Purchase of Services**

**930 - Education and Training**

**Registration costs**

NJ Board of nursing requires nurses to obtain continuing education credits to maintain their license. The forensic nurses must maintain standard of care and competency in the field of forensic nursing. To pay for registration for pediatric medical forensic conference. To pay for local conference for nurse.

1. 1 pediatric conference

**\$600**

2. 10 nurses x 150 local continuing education

**\$1,500**

**Travel**

**970 - Travel**

To reimburse mileage to travel to SANE coordinators meeting, SANE/ SART Committee meetings, hospital administrative duties and SART training. Grant funds will be used to reimburse only 31 cents/mile and the remainder of the mileage reimbursement will be paid by the county.

3,548 miles x .31 rate per mile =

**\$1,100**

**920 - Conferences**

**Travel for conference**

To reimburse for conference for the SANE to attend out of state. Will cover travel expenses. Reimbursement for travel costs (hotel and meals will be limited to the county per diem rate or the Federal per diem rate (gsa.gov) whichever is less. No meals or overnight accommodations will be paid for in state conferences. Conferences in state will be limited to the county rate or the Federal per diem rate (gsa.gov) whichever is less.

**\$2,200**

**Facilities**

**750 - Telephones-Cell Phone**

SANE Coordinator- to communicate 24/7 with Sexual Assault Response Team  
Law-enforcement, SANE, Hospitals, Rape care advocacy, Prosecutor.

**\$800**

Equipment

**632-Medical Equipment**

Medical equipment used in the performance of medical forensic exams-Proscope for magnification of genital injuries \$758

**652- Data Processing Equipment**

. Tablets to document forensic evaluation forms including body diagram injury. Paperless forensic documentation. The items will be approved by DCJ.

2 each PC tables (\$1,129 each) \$2,000

**Total: \$71,905**

SEXUAL ASSAULT RESPONSE TEAM/SEXUAL ASSAULT NURSE EXAMINER  
BUDGET NARRATIVE  
10/1/12-9/30/13

101.01	Salaries & Wages / Regular Pay	\$49,451
632	Medical Equipment	\$758
652	Data Processing Equipment	\$2,000
750	Utilities / Telephones	\$800
920	Conferences	\$2,200
970	Travel Expense	\$1,100
930	General / Education & Training	\$2,100
994	General / Fringe Benefits	\$13,496

STATE OF NEW JERSEY  
VICTIMS OF CRIME ACT (VOCA)  
GRANT PROGRAM

TABLE OF CONTENTS

PART I

APPLICATION DOCUMENTS TO BE COMPLETED AND RETURNED

- One (1) Signed Original and Three (3) Copies of Application
- Subgrantee Check List
- Application Overview
- Applicant Information Form
- Agency Information Form
- Project Narrative (Provided by Applicant)
  - Agency Background, Mission, Experience and Capability
  - Problem Statement/Needs Assessment
  - Project Description
  - Project Goals, Objectives and Methods (Work Plan)
  - Partnership, Collaboration or Coordination of Services
    - Three (3) Current Letters of Support
    - Affiliation Agreement (if required)
  - Project Management and Staff
    - Job Descriptions (for each position listed in budget)
    - Current Resumes (for each position listed in budget)
  - Data Collection/Performance Measures/Evaluation
- Budget Detail Form
- Budget Narrative (Provided by Applicant)
- Sources of Funds Form

**STATE OF NEW JERSEY  
VICTIMS OF CRIME ACT (VOCA)  
GRANT PROGRAM**

**SUBGRANTEE CHECK LIST**

**SUBGRANTEE:** VS-29-12

**INSTRUCTIONS:** The Application Check List is a guide to file a complete application. Return 1 original (with original signatures) and 3 copies of the completed application.

**PART I: Documents to be Completed and Returned**

- Subgrantee Check List
- Application Overview
- Applicant Information Form
- Agency Information Form
- Project Narrative (Provided by Applicant)
  - Agency Background, Mission, Experience and Capability
  - Problem Statement/Needs Assessment
  - Project Description
  - Project Goal(s), Objectives and Methods Strategy (Work Plan)
  - Partnership/Collaboration or Coordination of Services
    - 3 Current Letters of Support
    - Affiliation Agreements, if applicable
  - Project Management and Staff
    - Job Descriptions (for each position listed in budget)
    - Current Resumes (for each position listed in budget)
- Data Collection/Performance Measures/Evaluation
- Budget Detail Form
- Budget Narrative (Provided by Applicant)
- Sources of Funds Form

**Additional forms provided by nonprofit applicants:**

- Proof of Nonprofit status
- New Jersey Charitable Registration
- Applicable Licenses, Certifications and Permits
- Single Audit, Form 990-Income Tax Return or audited financial statements
- Applicable List of Officers/Directors/Trustees

**PART II: Documents to be Signed and Returned:**

- Application Authorization
- Certification of Equal Employment Opportunity Plan (EEOP) Form
- General Conditions and Assurances
- Grant Agreement Certification
- Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements
- Resolution of Participation and Certification of Recording Officer
- Federal Financial Accountability and Transparency Act Information Form
- Audit Requirements Form
- Accounting System and Financial Capability Questionnaire

**NOTE: ONLY COMPLETE APPLICATIONS CAN BE PROCESSED. ABOVE ITEMS MUST BE SUBMITTED WITH THE APPLICATION. DO NOT STAPLE APPLICATIONS.**

APPLICATION OVERVIEW

Name of Applicant: Gloucester County

Title of Project: Gloucester County SANE/SART Program

Amount Applied for: \$71,905 Federal                      \$ 17,905 Match                      \$ 89,250 Total

Type of Agency:     State     County     Municipality     Nonprofit

What County is your agency located in: Gloucester

Counties Served if more than one: \_\_\_\_\_

Type of Project:     New                       Continuing  Expansion

Have you been designated by the Department of Community Affairs, Division on Women as the lead sexual assault agency in your county?                       Yes                       No

Have you been designated by the Department of Children and Families, Division of Youth and Family Services as the lead domestic violence agency in your county?                       Yes                       No

Types of Victims Served for this Project:     Sexual Assault     Domestic Violence     Stalking

Child Abuse     Homicide Survivors     Elder Abuse     DUI/DWI

Dating Violence     Other \_\_\_\_\_

## Applicant Information Form

**Official Name of Applicant Agency:**  
Gloucester County Prosecutor's Office

**Address:**  
P.O. Box 623

**City/State:** Woodbury, NJ

**Zip Code + 4:** 08096-4606

**County:** Gloucester

**Implementing Agency (if different than applicant):**

**Agency Website:**  
www.co.gloucester.nj.us/depts/p/prosoffice/default.asp

**Fiscal Year Start Date:** 10/1/12-9/30/13

**Federal ID Number:** 21-60000660

**Charitable Registration Number (If nonprofit & not exempt):**

**Have there been any findings filed against the agency in regard to its charitable status?**

Yes  No If yes, please explain on a separate sheet.

**New Jersey Business Registration Certificate:**

**Name and Title of Chief Executive/Agency Director:** Sean F. Dalton, Prosecutor

Street Address, City, State, Zip Code +4 (if different from above)

**Telephone:** 856-384-5534

**Ext.:**

**Email:** sdalton@co.gloucester.nj.us

**Fax:** 856-384-8625

**Name and Title of Project Director:** Eileen Caraker, SANE/SART Coordinator

Street Address, City, State, Zip Code +4 (if different from above)

**Telephone:** 856-384-5555

**Ext.:**

**Email:** ecaraker@co.gloucester.nj.us

**Fax:** 856-853-3552

**Name and Title of Contact Person:** Eileen Caraker

Street Address, City, State, Zip Code +4 (if different from above)

**Telephone:**

**Ext.:**

**Email:**

**Fax:**

**Name and Title of Chief Financial Officer:** Gary Schwartz, County Treasurer

Street Address, City, State, Zip Code +4 (if different from above) P.O. box 337, Woodbury, NJ 08096

**Telephone:** 856-853-3322

**Ext.:**

**Email:** gschwartz@co.gloucester.nj.us

**Fax:** 856-251-6778

**Name and Title of Fiscal Contact Person:** Amanda Liberto

Street Address, City, State, Zip Code +4 (if different from above)

**Telephone:** 856-853-3356

**Ext.:**

**Email:** aliberto@co.gloucester.nj.us

**Fax:** 856-251-6778

Agency Information Form

Name of Agency/Applicant: Gloucester County

Project Title: Gloucester County SANE/SART Program

Project Specific Information

This Project Provides:

Outreach Services       Legal Services       Training       Direct Services

Other (Please Describe) SANE-Medical Forensic Exam

Project Service Area: Indicate the service area of this project by county or municipality name(s).  
Write statewide if all counties in New Jersey will be served by this project.

Gloucester County

Project Population Served: Is this project servicing a special population group or underserved population of victims? (for example, Spanish-speaking, Latino, African American, Disabled, Elderly, etc.).

Yes       No

If yes - indicate the population(s): All Population

Agency Specific Information

Indicate if your agency provides the following services/programs to crime victims:

Core Services

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Emergency/crisis response   | <input checked="" type="checkbox"/> Long term counseling  |
| <input checked="" type="checkbox"/> Criminal Justice advocacy   | <input checked="" type="checkbox"/> Short term counseling |
| <input type="checkbox"/> Legal advocacy   | <input checked="" type="checkbox"/> Support groups        |
| <input checked="" type="checkbox"/> Courtroom advocacy  | <input checked="" type="checkbox"/> Victim outreach       |
| <input checked="" type="checkbox"/> Housing advocacy  | <input checked="" type="checkbox"/> Community Education   |
| <input type="checkbox"/> Financial advocacy   | <input type="checkbox"/> Hotline                          |
| <input checked="" type="checkbox"/> Legal services  |   |
| <input checked="" type="checkbox"/> Emergency financial assistance  |   |
| <input checked="" type="checkbox"/> In-person information/referral  |   |
| <input checked="" type="checkbox"/> Telephone information/referral  |   |
| <input type="checkbox"/> Economic development/networking services for victims                                     |   |
| <input type="checkbox"/> Services for the children of victims ( e.g., babysitting, recreation, etc.)              |   |
| <input type="checkbox"/> Shelter      If checked - indicate the number of beds available _____                    |   |
| <input type="checkbox"/> Transitional Housing      If checked - indicate the number of family housing units _____ |   |

Indicate if your agency has programs for the following types of crime victims:

- |  |  |
|--|--|
| <input type="checkbox"/> DWI                                     | <input type="checkbox"/> Homicide                  |
| <input checked="" type="checkbox"/> Neglected or abused children | <input checked="" type="checkbox"/> Sexual Assault |
| <input type="checkbox"/> Domestic violence                       | <input type="checkbox"/> Human Trafficking         |

NJ Victims of Crime Act  
Sexual Assault Response Team/  
Sexual Assault Nurse Examiner Program  
Gloucester County - Grant :VS-29-12

### Gloucester County

Gloucester County is a suburban and rural county containing several small urban communities located in southern New Jersey. Gloucester County is one of the fastest growing counties in New Jersey with the current population estimated at approximately 266,000 residents. Gloucester County's population continues to surge at an extremely rapid rate. There are twenty-four (24) separate municipalities that make up Gloucester County's ever growing diverse population. The County is also home to Rowan University and Gloucester County Community College. Several major highways such as the New Jersey Turnpike, Atlantic City Expressway, Interstate 295 and State Highway 55 pass through the county giving gang members, drug couriers, violent offenders and other transient criminals, easy access from the major surrounding cities. Gloucester County is in close geographic proximity of Camden, NJ and Philadelphia, PA. Both of these cities have been plagued by skyrocketing levels of violent crime. The Sexual Assault Response Team in Gloucester County provided care and treatment to 90 patients between 9/11 and 9/12.

Sexual Assault is a traumatic, potentially debilitating crime, which requires collaboration and specialized professional responses from the medical community, law enforcement and counseling services. The dignified, compassionate and well-organized treatment of victims is an essential element in creating an environment in which individuals feel safe reaching out for support and assistance. Without this type of response, efforts to help victims are often fractured and ineffective. Nationwide victimization studies and surveys demonstrate victims seeking health care services and/or report this crime, are re-victimized by the system. These attitudes directly result in low quality health care interventions for victims and poor investigations in which fragile information and evidence is not documented. Poor investigations produce charges, which cannot be prosecuted, defendants who will not be held accountable and most importantly victims who are at a greater risk of being re-victimized.

Gloucester County has had a SART response with 24/7 access for victims since June 1997. The SART team has followed the standard set forth for providing services to survivors of sexual assault. These standards set forth to create a victim-centered response. The foundation of the SART includes a Sexual Assault Nurse Examiner (SANE), Law Enforcement and Rape Care advocate. Gloucester Counties SART was created in response to Emergency Department nurses recognized that the needs of these patients were unique and required a team response. The County SART advisory board includes, representatives from Victim witness, Rape care advocate program( Services Empowering the Rights of Victims), representation of Emergency Departments, including Underwood Memorial Hospital and Kennedy Memorial hospital, Div of

Criminal Justice, Prosecutor for sex crimes, GCPO detectives and Division on Women. The SART advisory board meets quarterly and together, has worked on refining the response and exchange of information between disciplines. Multidisciplinary cross training has been provided and is an ongoing project in the county.

### Project Needs

The identified needs for the SANE/SART program include maintaining SART communication, SART training (advocates, nurses, health care, prosecutors, law-enforcement, college staff), in-service for forensic nurses (clinical issues). Project needs will be reviewed in goals and objective section narrative.

### Goals and Objectives

The goal of this grant is to continue to implement the Attorneys General's, Standards for providing Services to Victims of Sexual Assault, to improve the county's response and to provide the professional cross training and collaboration in order to do so. The funding will enable the program to continue to operate as presently designed. The goals of the SART/SANE Program are to minimize the physical and psychological trauma to victims of sex crimes; address health care concerns for the victims; maximize the probability of collecting/preserving potential physical evidence for possible use in prosecution; and address important issues surrounding the collection of medical and legal information.

The grant funds will enable the standards to thrive as a result providing a victim centered approach that will support victims of sexual assault. In doing so, we have set forth the following objectives to meet the goals of the program:

***(1) Maintain a functioning SART/SANE Program to ensure care of sexual assault victims.***

The coordinator of the SART/SANE Program will continue to: maintain the current team of nurses and continue to recruit experienced nurses; maintain staff meetings to maintain communication, training and skills as well as to provide support for the FN; and maintain quarterly Advisory Board meetings.

***Method:*** Success will be measured by the presence and participation of the FN's operating within the program at meetings, trainings and in their duty as on-call providers. Success of the Advisory Board will be measured by participation of the agencies and facilities are active members of the Advisory Board as evidenced by attendance at the quarterly meetings.

**(2) Provide timely and compassionate care to victims of sexual assault.** A Sexual Assault Response Team (SART) will respond to every case of sexual assault involving adolescent, adult and child victims that have been determined appropriate for a medical forensic examination. Forensic Nurses will assess the medical and psychosocial concerns of each victim and facilitate or make referrals, as considered necessary, to address medical, psychological and/ or social services needs. The SART will document its response time and the duration of the examination and refer the victim to appropriate follow-up services. The goal is to achieve a response time of less than one hour from the initial contact and to complete the examination, including documenting the medical and forensic history, in a timely manner.

**Method:** Success will be measured by reviewing process improvement data which is collected on all cases.

**(3) Ensure integrity of evidence collection and documentation in cases of sexual assault.** A Forensic Nurse Examiner (FNE) will collect forensic evidence using state of the art equipment and techniques in every case of sexual assault involving pediatric, adolescent, and adult victims. The Program Coordinator will communicate with forensic scientists from the New Jersey State Police Laboratory and the Prosecutor's Office staff to implement, review, and improve all relevant procedures. Following each case, the forensic chart will be reviewed by the Program Coordinator for quality assurance and a report will be reviewed the FN who performed the forensic medical examination.

**Method:** Success will be measured by monitoring process improvement form and feedback for the state crime lab.

**(4) Increase public awareness of the SANE/SART Project.** The Gloucester County Prosecutor's Office will issue press releases, distribute literature, and provide informational projects for schools, College (Rowan, GCC), law enforcement agencies, and community organizations describing the SART/SANE Project. Will develop literature for college to assist in activation of SART.

**Method:** Success will be measured by asking sexual assault victims about their previous knowledge of the project.

**(5) Maintain hospital sites to accommodate victims.** The SART/SANE Program will maintain current affiliation agreements with the designated SANE sites within the County. The hospitals provide adequate space for conducting Sexual Assault Forensic Examinations in accordance with the Attorney General's *Standards for Providing Services to Victims of Sexual Assault*. The grant will provide for all other equipment necessary to conduct these examinations with the exception of the evidence collection kits which are to be provided at the cost of the County.

**Method:** Success will be measured by SART feedback forms.

**(6) Partnership with county agency.** The SART/SANE program is on the Sexual Assault Task Force, the mission of the task force is to develop a Sexual Assault Survivors Guide for students, faculty and staff. The SART/SANE coordinator will participate and provide education for SART activation for students. The SART/SANE coordinator is on the Sexual Assault Coalition for Gloucester, Camden and Cumberland County. The SART has collaborated with the court to provide space in the SANE waiting room for electronic temporary restraining order via the web. Victims of sexual violence have requested

restraining orders in the past and will be able to utilize this service. SANE coordinator is a member of Rowan University Sexual Violence Prevention Task Force, DV Advisory board county of Gloucester.

***Method:*** Success will be measured by the collaborative projects coming to fruition

### Project Management

The SART/SANE Coordinator is Eileen Caraker, Audrey Curwin -- Asst. Prosecutor, Gina Ridge-Dir Services Empowering the Rights of Victims, Kris Gallager- Victim Witness, Staci Lick-GCPO Detective, Beth McFarland, Underwood-Memorial Hospital, Alice Ferell --Kennedy Memorial Hospital, Denise Hollingsworth- Div, of Criminal Justice, Div on Women are members of the Sexual Assault Response Team Advisory Board. The SART continues to meet the standard of providing Victim Centered care while concurrently assessing the impact the program has in victims through outcome criteria. The project management staff has been part of the SART for over 13 years.

The SART team has continued its ongoing commitment to providing services to victims of Sexual Violence in Gloucester County. The members participate in on-going education to ensure that we are providing the best possible service to victims of violence.

There are currently 12 Forensic Nurse Examiners working within the program. Each nurse is responsible to cover approximately 40 hours of call per calendar month. All of the Forensic Nurse Examiners are certified and licensed as required by the State of New Jersey. The current list of Forensic Nurse Examiners includes:

- **Pauline Bailey**
- **Eileen Caraker**
- **Tiffany Gendron**
- **Anna Guerrero**
- **Maureen Love**
- **Kathleen Lynch**

- Karen Martin
- Denise Oriente
- Gretchen Raimondo
- Leanne Shannon
- Lori Urassio
- Desiree Wright

#### **EVALUATION OF SART/SANE PROJECT GOALS**

The SART/SANE Coordinator will meet with Prosecutor's Office Staff and SART Advisory Board to evaluate the effectiveness of the program and if the program is achieving its goals. The criteria for evaluation will include feedback from victims, law enforcement personnel including forensic scientists from the State Police Laboratory, and rape care advocates. A detailed review of all statistical and narrative reports as required pursuant to project guidelines will be evaluated quarterly.