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RESOLUTION AUTHORIZING APPLICATION FOR THE "FY2013 HUMAN SERVICES PLANNING GRANT" TO THE NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES DIVISION OF YOUTH AND FAMILY SERVICES, FOR AN AMOUNT NOT TO EXCEED \$112,146.00, FROM JANUARY 1, 2013 AND DECEMBER 31, 2013

WHEREAS, the Gloucester County Board of Chosen Freeholders provides four separate programs consisting of support to the Human Services Advisory Counsel (HSAC) and provide administrative support to the County Inter-Agency Coordinating Counsel for Children (CIACC) and for support of the Commission on Missing and Abused Children. In addition, it provides support to a joint effort between the Gloucester County Department of Health and Senior Services and the Gloucester County Department of Human Services for the "Prevention of Adolescent Pregnancy Program"; and

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

WHEREAS, the County of Gloucester is eligible to receive a grant under the New Jersey Department of Children and Families, Division of Youth and Family Services entitled 2013 Human Services Planning Grant; and

WHEREAS, the Department of Human Services has 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 Board of Chosen Freeholders acknowledges that the total amount of the grant funds to be requested is in an amount not to exceed \$112,146.00 with this total representing \$105,446.00 State share and \$6,700.00 County share, from January 1, 2013 and concluding December 31, 2013; and

WHEREAS, the 2013 Human Services Planning Grant was certified and the enclosed grant request has been reviewed and meets the standard requirements; and

WHEREAS, funding is subject to the approval of the 2013 Gloucester County budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board of Chosen Freeholders and the Clerk of the Board is hereby authorized to apply to the State of New Jersey Department of Children and Families Division of Youth and Family Services for the renewal of the Human Services Planning Grant in the amount \$112,146.00, with this total representing \$105,446.00 State share and \$6,700.00 County share, from January 1, 2012 to December 31, 2013 and if any additional funding is awarded due to the failure of any other eligible counties, all such additional funding will be used only for a program providing support to the HSAC and CIACC and for support of the Commission on Abused and Missing Children and the Prevention of Adolescent Pregnancy Program; and

BE IT FURTHER RESOLVED that the Gloucester County Department of Human Services is responsible for the grant implementation; and

BE IT FURTHER RESOLVED that the County of Gloucester will submit to the New Jersey Department of Children and Families, Division of Youth and Family Services, an application with any and all documents to apply for the 2013 Human Services Planning Grant; and

BE IT FURTHER RESOLVED funding is subject to approval of the 2013 Gloucester County budget.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 19, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK



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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

www.gloucestercountynj.gov

TO: Calvin Mc Farland

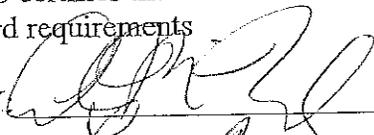
DEPARTMENT: Human Services

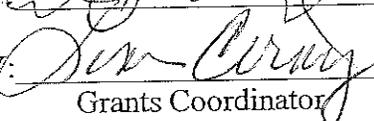
GRANT TITLE: FY2013 Human Services Planning Grant

DATE: December 5, 2012

CERTIFICATION LETTER

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

REVIEWED BY: 

REVIEWED BY: 

Grants Coordinator

FREEHOLDER MEETING: December 19, 2012

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

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

ANNEX A

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

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

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

- | | |
|-------------------|-----------|
| 1. Human Services | 11. _____ |
| 2. _____ | 12. _____ |
| 3. _____ | 13. _____ |
| 4. _____ | 14. _____ |
| 5. _____ | 15. _____ |
| 6. _____ | 16. _____ |
| 7. _____ | 17. _____ |
| 8. _____ | 18. _____ |
| 9. _____ | 19. _____ |
| 10. _____ | 20. _____ |

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

Section 2.1 Program Name and Service Delivery Information

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

Section 2.2 Program Description

Section 2.3 Performance Outcomes

Section 2.4 Personnel Information Sheet

Section 2.5 Level of Service Form



State of New Jersey

DEPARTMENT OF CHILDREN AND FAMILIES
Division of Child Protection and Permanency
Southern Business Office
5218 Atlantic Avenue, Suite 204
Mays Landing, NJ 08330
(609) 625-4913

CHRIS CHRISTIE
Governor

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

KIM GUADAGNO
Lt. Governor

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

Re: Contract Number 13ANHS

Dear Ms. Cerny:

Enclosed is a new contract package that includes enclosed forms and/or mechanisms to obtain the Standard Language Agreement, Annex A and B and/or B-2, Schedule of Estimated Claims, Donor Agreement(s), Contract Renewal Checklist, Business Associate Agreement, Affirmative Action Forms.

State Law (PL2001, c.134) requires that all contractors and sub-contractors with state, county and municipal agencies provide proof of registration with the Department of Treasury, Division of Revenue. Please include proof of your business registration with your package. Information regarding proof of registration can be found at www.state.nj.us/treasury/revenue/proofreg.htm.

If applicable to your contract, included with this contract renewal is a copy of the Business Associates Agreement. Under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Office of Children's Services, as a covered entity, is required to establish a formal Business Associates Agreement with contract providers who share or disclose protected health information. Please sign and return the Business Associate Agreement with your contract renewal package.

Information Memorandum P91-2 explains necessary documentation for affirmative action compliance. Information Memorandum P91-2 can be viewed at www.state.nj.us/humanservices/ocpm/policies/Information%20Memoranda/IM%20P91-2.pdf. Prior to awarding any social services contract, the Department of Children and Families must ensure that all contract renewal packages include copies of at least one of the following affirmative action documents:

- * A Federal Affirmative Action Plan approval – Which is a valid letter from the Office of Federal Contract Compliance Programs. Include a photo copy in the contract renewal or

- * A Certificate of Employee Information Report – This is a certificate from the State Treasurer’s Office. Include a photocopy in the contract renewal or
- * An Affirmative Action Employee Information Report, Form AA-302 This form can be found at www.state.nj.us/treasury/contract_compliance/pdf/aa302.pdf. The instructions for the AA302 can be found at www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf. The original forms should be submitted to the Division of Contract Compliance & Equal Employment Opportunity. Include a photocopy in the contract renewal.

In the event that your contract may require future modifications, the Department of Children and Families Policy Circular P1.10 covering such modifications can be found at http://www.state.nj.us/humanservices/ocpm/contract_manuals.htm , the site of the policy manuals.

Please complete the renewal forms and return all requested material to me by December 5, 2012. Please be mindful that funding cannot be released until each and every contract document is executed. Therefore, you should endeavor to submit all the required renewal package documents in a timely manner. If you anticipate your renewal will be late, be certain to contact me immediately.

If you have any questions concerning this renewal, please contact me at (609) 625-4913 extension 3031.

Sincerely,

Danielle L. Weinberg-Williams
Contract Administrator
Southern Business Office

Enclosures

Standard Language Document for Social Service and Training Contracts

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

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

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

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

I. DEFINITIONS

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

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

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

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

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

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

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

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

II. BASIC OBLIGATIONS OF THE DEPARTMENT

Section 2.01 Payment. As established in the Annex(es), payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the Department in accordance with the time frames specified in the Annex(es). Total payments shall not exceed the maximum Contract amount, if any, specified in the Annex(es). All payments authorized by the Department under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.09 Audit or on the basis of any Department monitoring or evaluation of the Contract.

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

III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

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

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

Section 3.03 Compliance with Laws. The Provider Agency agrees in the performance of this Contract to comply with all applicable federal, State and local

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

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

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

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

Section 3.04 Business Registration. According to P.L. 2001, c. 134 (N.J.S.A. 52:32-44 et seq.) all profit and non-profit corporations (domestic and foreign) and all limited partnerships, limited liability companies, and limited liability partnerships must submit annual reports and associated processing fees (annual business registration) to the Division of Revenue, Department of the Treasury commencing with the year after they file for their Certificate of Incorporation with the State of New Jersey. No State Agency may Contract with a Provider Agency if the provider has not filed for its incorporation papers or filed its annual business registration. Furthermore, no Provider Agency that Contracts with the Department shall enter into any subcontract unless the subcontractor can demonstrate that it is incorporated in the State of New Jersey or its annual business registration is current, and follows the provisions prescribed in this Standard Language Document. Failure

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

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

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

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

Section 3.06 Equal Employment Opportunity. Pursuant to N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27, during the performance of this Contract, the contractor (Provider Agency) agrees as follows:

- a) The contractor and any subcontractor(s) will not discriminate against any client, employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- b) Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed by DCF contracted agencies.
- c) The contractor will also take affirmative action to ensure that employees are treated during employment, without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, disability, nationality or sex. Such action shall include, but not be limited to the following:
 - Employment;

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- Upgrading;
 - Demotion, or transfer;
 - Recruitment or recruitment advertising;
 - Layoff or termination;
 - Rates of pay or other forms of compensation; and
 - Selection for training, including apprenticeship.
- d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- e) The contractor and subcontractor(s), in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- f) The contractor and subcontractor(s) will send a notice to each labor union or representative or workers with which it has a collective bargaining agreement, other contract, or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
- g) The contractor and subcontractor(s) agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A.10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.
- h) The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with N.J.A.C.17:27-5.2.
- i) The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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- j) The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable state and federal law and applicable state and federal court decisions.
- k) The contractor and subcontractor agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.
- l) The contractor shall submit, after notification of award but prior to execution of a contract, a Certificate of Employee Information Report.
- m) The contractor and its subcontractors shall furnish such reports or other documents to the DCF from time to time in order to carry out the purposes of these regulations, and DCF shall furnish such information to the Department of Treasury, Division of Contract Compliance and EEO, as may be requested by the DCF for conducting a compliance investigation pursuant to Subchapter 10 of N.J.A.C.17:27.

Section 3.07 Department Policies and Procedures. In the administration of this Contract, the Provider Agency shall comply with all applicable policies and procedures issued by the Department including, but not limited to, the policies and procedures contained in the Department's Contract Reimbursement Manual (as from time to time amended) and the Department's Contract Policy and Information Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to terminate this Contract.

Section 3.08 Financial Management System. The Provider Agency's financial management system shall provide for the following:

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

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and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income;

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

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

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

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

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

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Section 3.10 Federal Davis-Bacon Act and New Jersey Prevailing Wage Act. Any Department Contract containing federal funds in excess of \$2,000 utilized for the construction, alteration, renovation, repair, or modification of public works or public buildings to which the federal government is a party, or any contract for similar work on public works financed with federal funds must comply with the federal Davis-Bacon Act, 40 U.S.C. section 276a *et seq.* The Davis-Bacon Act requires that the contractor must pay the prevailing wages to each designated worker class engaged under the contract at wage rates determined by the U.S. Secretary of Labor.

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

Section 3.11 Contract Closeout. The Provider Agency shall comply with all requirements of Department Policy: DCF.P7.01 Contract Closeout. This includes the prompt submittal of the final Report of Expenditures and any other financial or programmatic reports required by the Department. All required documentation is due within 120 days of Contract Expiration or Termination.

IV. TERMINATION

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

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

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

Section 4.02 Default and Termination for Cause. If the Provider Agency fails to fulfill or comply with any of the terms or conditions of the Contract, in whole or in part, the Department may by Notice place the Provider Agency in default status,

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and take any action(s) listed in accordance with Department Policy Circular DCF.P9.05, Contract Default. Notice shall follow the procedures established in the Policy.

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

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

The Provider Agency and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.09 Audit.

V. ADDITIONAL PROVISIONS

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

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

- a) Approve the assignment and continue the Contract to term;
- b) Approve the assignment conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the Department;
or

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- c) Disapprove the assignment and either terminate the Contract or continue the Contract with the original Provider Agency.

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

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

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

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

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

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

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

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

Section 5.09 Recognition of Cultural Sensitivity. The Provider Agency agrees in the performance of this Contract to be sensitive to the needs of the minority populations (as described in section 3.06a of this policy) of the State of New Jersey. This sensitivity includes the employment, if possible, of a culturally diverse staff that can communicate with, and be representative of the entire community it serves.

The Provider Agency shall make programs linguistically appropriate and culturally relevant to underserved minority groups within the community. Appropriate accommodations for services shall be developed and maintained for those minority individuals who are deprived of reasonable access to those services due to language barriers or ethnic, affectional, and cultural differences. In addition, Provider Agencies shall make certain that all programs and services are reflective of the demographic needs of the community, while providing all minorities (as described in section 3.06a of this policy) the opportunity to experience any and all available social services irrespective of their ethnic, affectional, or cultural heritage.

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

Section 5.11 Successor Contracts. If an audit or Contract closeout reveals that the Provider Agency has failed to comply with the terms and/or conditions of this Contract, the Department reserves the right to make all financial and/or

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

programmatic adjustments it deems appropriate to any other Contract entered into between the Department and the Provider Agency.

Section 5.12 Sufficiency of Funds. The Provider Agency agrees that this Contract is contingent upon the availability of funds.

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

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

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

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

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

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

The Provider Agency further acknowledges that while the Department reimburses Provider Agencies for all allowable costs under the Contract, this funding mechanism does not translate into the Department being responsible for any of the elements of any collective bargaining agreements into which Provider Agencies may enter. Moreover, each Provider Agency understands that it is responsible for

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funding its own programs and is not limited to the amount of funding provided by the Department, and, in fact, is encouraged to solicit non-State sources of funding, whenever possible.

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

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

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

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

No Provider Agency shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his

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DEPARTMENT OF CHILDREN AND FAMILIES**

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.

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

CONTRACT SIGNATURES AND DATES

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

This Contract contains 15 pages and is the entire agreement of the parties. Oral evidence tending to contradict, amend or supplement the Contract is inadmissible; the parties having made the Contract as the final and complete expression of their agreement.

BY: _____
(Signature)
Robert M. Damminger

BY: _____
(Signature)
Karen Baldoni

TITLE: Freeholder Director

TITLE: Acting Business Manager-Southern
Business Office

PROVIDER AGENCY: Gloucester County H.S.A.C.
(Type)

DEPARTMENTAL COMPONENT: DCF

DATE: _____

DATE: _____

Contract Effective Date: January 1, 2013

Contract Expiration Date: December 31, 2013

Contract Number: 13ANHS

Contract Ceiling: \$105,446

Federal ID#: 21-6000660

Provider Contact Individual: Calvin Mc Farland
(Print Name)

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

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	_____	BY:	_____
	(Signature)		(Signature)
	Robert M. Damminger		Karen Baldoni
TITLE:	Freeholder Director	TITLE:	Acting Business Manager-Southern Business Office
PROVIDER AGENCY:	Gloucester County H.S.A.C. (Type)	DEPARTMENTAL COMPONENT:	DCF
DATE:	_____	DATE:	_____

Contract Effective Date: January 1, 2013

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

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BY: _____
(Signature)

Robert M. Damminger

TITLE: Freeholder Director

Gloucester County H.S.A.C.

PROVIDER AGENCY: _____
(Type)

DATE: _____

BY: _____
(Signature)

Karen Baldoni

TITLE: Acting Business Manager-Southern
Business Office

DCF

DEPARTMENTAL COMPONENT: _____

DATE: _____

Contract Effective Date: January 1, 2013

Contract Expiration Date: December 31, 2013

Contract Number: 13ANHS

Contract Ceiling: \$105,446

Federal ID#: 21-6000660

Provider Contact Individual: Calvin Mc Farland

(Print Name)

State of New Jersey
DEPARTMENT OF CHILDREN AND FAMILIES

BUSINESS ASSOCIATE AGREEMENT between the New Jersey Department of Children and Families and **Gloucester County Department of Human Services (HSAC)** (Agency/Vendor.) for Contract Number **13ANHS** .

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

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

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

A. Definitions:

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

- a. "Agreement" shall mean this Business Associate Agreement.
- b. "Breach" shall mean the unauthorized acquisition, access, use or disclosure of Protected Health Information in a manner not permitted by the Privacy Rule or the Security Rule, which compromises the security of such Protected Health Information. Breach shall exclude such acquisition, access, use or disclosure described in 45 CFR Section 164.402.
- c. "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.

- d. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191.
 - e. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including but not limited to, the Privacy Rule and the Security Rule, and shall include the regulations codified at 45 CFR Parts 160, 162 and 164.
 - f. "HITECH" shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A of the American Recovery and Reinvestment Act of 2009, P.L. 111-005.
 - g. "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).
 - h. "Notice of Privacy Practices" shall mean the Notice of Privacy Practices required by 45 CFR 164.520, provided by Covered Entity to Individuals.
 - i. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.
 - j. "Protected Health Information (PHI)" shall mean individually identifiable health information that is transmitted by electronic media or transmitted or maintained in any other form or medium.
 - k. "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.
 - l. "Required by Law" shall have the same meaning as in 45 CFR 164.501.
 - m. "Secretary" shall mean the Secretary of the United States Department of Health & Human Services or his designee.
 - n. "Security Rule" shall mean the Standards for Security for the Protection of Electronic Protected Health Information, codified at 45 CFR parts 160, 162 and 164.
2. All other terms used herein shall have the meaning specified in the Privacy Rule or in the absence of if no meaning is specified, shall have their plain meaning.

B. Obligations and Activities of Business Associate

Business Associate may use PHI for the following functions, activities, or services for or on behalf of Covered Entity provided that such use would not violate this Agreement,

the HIPAA regulations the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity. In the event that this Agreement conflicts and any other written agreement made between the parties, relating to the exchange of PHI, this Agreement shall control. Business Associate's access to and use of the PHI is limited to the provision of services by the Business Associate on behalf the Covered Entity set forth in the contract between the Business Associate and the Covered Entity.

2. Business Associate may further disclose PHI 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 this agreement conflicts with any other agreement relating to the access or use of PHI, this agreement shall control.
3. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law. In the event that this agreement conflicts with any other agreement relating to the access or use of PHI, this agreement shall control.
4. Business Associate agrees to implement and use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities.
5. Business Associate agrees to take prompt corrective action to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
6. Business Associate agrees to notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, or the Privacy Rule, or of any suspected or actual breach of security or intrusion whenever it becomes aware within twenty-four hours of Business Associate becoming aware of such use, disclosure or suspected or actual breach of security or intrusion. Business Associate further agrees to take prompt corrective action to cure or mitigate any harmful effects of any such use, disclosure, or actual or suspected breach of security of intrusion.
7. Business Associate agrees to ensure that any officer, employee, contractor, subcontractor or agent to whom it provides PHI received from or maintained, created or received by Business Associate on behalf of Covered Entity agrees to the same

restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI.

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

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

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

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

1. Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, in accordance with the requirements and standards in the Privacy Rule, until such PHI is received by Business Associate.

2. In accordance with 45 CFR 164.520, Covered Entity shall notify Business Associate of any limitations in Covered Entity's Notice of Privacy Practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
3. Covered Entity shall notify Business Associate of any changes in or revocation of permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
4. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
5. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity or under Covered Entity's Notice of Privacy Practices or other policies adopted by Covered Entity pursuant to the Privacy Rule.

D. Term of Business Associate Agreement

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

- c. If neither termination nor cure is feasible, as determined by Covered Entity in its sole discretion, Covered Entity shall report the violation to the Secretary.

3. Effect of Breach of this Agreement.

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

E. Indemnification and Release

1. Business Associate shall assume all risk and responsibility for, and agrees to indemnify, defend and save harmless Covered Entity, its officers, agents and employees and each and every one of them, from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs (including attorneys fees and costs and court costs), expenses in connection therewith, on account of loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from Business Associate's use or misuse of PHI or from any action or inaction of Business Associate or its officers, employees, agents or contractors with regard to PHI or the requirements of this Agreement or the Privacy Rule. The provision of this indemnification clause shall in no way limit the obligations assumed by Business Associate under this Agreement, nor shall they be construed to relieve Business

Associate from any liability nor preclude Covered Entity from taking any other actions available to it under any other provisions of this Agreement, the Privacy Rule or at law.

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

F. Miscellaneous

1. A reference in this Agreement to a section of the Privacy Rule means the section as in effect or, it may be amended or interpreted by a court of competent jurisdiction.
2. Business Associate and Covered Entity agree to take such action as is necessary to amend this Agreement from time to time in order that Covered Entity can continue to comply with the requirements of the Privacy Rule and HIPAA and case law that interprets the Privacy Rule or HIPAA. All such amendments shall be in writing and signed by both parties. Business Associate and Covered Entity agree that this Agreement may be superseded by a revised Business Associate Agreement executed between the parties after the effective date of this Agreement.
3. The respective rights and obligations of Business Associate and Covered Entity under Section D, "Term of Business Associate Agreement", above, shall survive the termination of the Contract. The respective rights and obligations of Business Associate and Covered Entity under Section E, "Indemnification", and Section B(11), "Internal Practices", above, shall survive the termination of this Agreement.

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

Business Associate: Gloucester County Department of Human Services
115 Budd Boulevard, Route 45 & Budd Boulevard
Woodbury, NJ 08096

Facsimile # (856) 384-0207

Covered Entity: 1. Privacy Officer
Department of Children and Families
Office of Legal and Regulatory Liaison
4th Floor
50 E State Street
Trenton, NJ 08625
ATTN: HIPAA Privacy Officer

Facsimile# (609) 292-2547

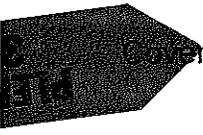
2. DCF Business Manager
Karen Baldoni, Covering Business Manager
5218 Atlantic Avenue Mays Landing, NJ 08330

Facsimile# 609-625-8560

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

X

Signature

Karen Baldoni
Printed Name

Robert M. Damminger
Printed Name

Covering Business Manager
Title

Freeholder Director
Title

Department of Children & Families
Agency

Gloucester Co. Dept. of Human Services
Agency

Date:

Date:

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Covered Entity:

Business Associate:



signature



Signature

Karen Baldoni
Printed Name

Robert M. Damming
Printed Name

Covering Business Manager
Title

Freeholder Director
Title

Department of Children & Families
Agency

Gloucester Co. Dept. of Human Services
Agency

Date:

Date:

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Covered Entity:

Business Associate:

 Signature

X
Signature

Karen Baldoni
Printed Name

Robert M. Damming
Printed Name

Covering Business Manager
Title

Freeholder Director
Title

Department of Children & Families
Agency

Gloucester Co. Dept. of Human Services
Agency

Date:

Date:

STANDARDIZED BOARD RESOLUTION FORM

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

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

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

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

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

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

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

2. Legal Advice

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

3. Public Law 2005, Chapter 51

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

4. Public Law 2005, Chapter 92

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

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

**Annex A
AUTHORIZED SIGNATURES
Section 1.1**

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

	Name	Position	# of Signatures Required
Contract	1 Robert Damminger	Freeholder Director	1
	2		
	3		
Quarterly and Final Financial Reports	1 Gary Schwarz	Treasurer	1
	2 Lisa A. Cerny	G.C. Dept. Of Human Services Dir.	
	3		
Contract Modification	1 Robert M. Damminger	Freeholder Director	1
	2		
	3		
Checks	1 Gary Schwarz	Treasurer	1
	2		
	3		
Other Contracts and Agreements	1		
	2		
	3		

Submitted by:

Primary Signatory: Robert M. Damminger Title: Freeholder Director

Original Signature: X Date: X

EA

RESOLUTION AUTHORIZING APPLICATION FOR THE FY2013 SOCIAL SERVICES HOMELESS GRANT TO THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES, FOR AN AMOUNT NOT TO EXCEED \$287,766.00, FROM JANUARY 1, 2013 TO DECEMBER 31, 2013

WHEREAS, the County of Gloucester needs to submit a grant application to the New Jersey Department of Human Services for the FY2013 Social Services for the Homeless Grant for the period from January 1, 2013 to December 31, 2013; and

WHEREAS, this funding is specifically for services to residents who are working poor and do not qualify for emergency assistance, general assistance, SSI or SSD, and those who are TANF eligible but not receiving TANF; and

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

WHEREAS, the Department of Human Services has 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 Board of Chosen Freeholders acknowledges that the total amount of the grant funds to be requested is in an amount not to exceed \$287,766.00 in SSH funds, with this total representing \$216,546.00 in SSH State Funding and \$71,220.00 in SSH TANF Funding, for the period from January 1, 2013 to December 31, 2013; and

WHEREAS, this funding was allocated to county 501(c)3 not for profit agencies thru a competitive contracting process using RFP-11-008; and

WHEREAS, funding is subject to approval of the 2013 Gloucester County budget.

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

1. The Freeholder Director and Clerk of the Board hereby approve the above referenced grant application and are 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 Human Services, requesting the FY2013 Social Services for the Homeless Grant.
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 additional assurances as may be required.
3. The funding by the County of Gloucester is subject to the approval of the 2013 Gloucester County Budget.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 19, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

ED



BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

FREEHOLDER LIAISON
Vincent H. Nestore Jr.

TO: Calvin Mc FarLand

DEPARTMENT: Human Services

GRANT TITLE: FY2013 Social Services For the Homeless

DATE: December 5, 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

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 19, 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 FAMILY DEVELOPMENT
PO Box 716
TRENTON, NJ 08625-0716

RECEIVED
NOV - 5 2012
JENNIFER VELEZ
Commissioner

JEANETTE PAGE-HAWKINS
Director
TEL: (609) 588-2000

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

October 24, 2012

Robert M. Damminger
Gloucester County DHS
P.O. Box 337
Woodbury, NJ 08096

Re: 2013 Social Services for the Homeless Contract
Contract # SH13008

Dear Mr. Damminger:

The calendar year 2013 contract allocation for the County's Social Services for the Homeless (SSH) program will be **\$287,766**. This includes **\$216,546** for the State allocation and **\$71,220** for the TANF allocation. On the Annex B budget, use one column for the State appropriated funds and one column for the TANF funds. In addition, the Report of Expenditures (ROE) will also require separate reporting of the actual TANF and State expenditures.

The documents necessary to complete the contract renewal can be accessed and downloaded from the DFD website at www.state.nj.us/humanservices/dfd/info/. Please click on the link to DFD Third Party Contracts then the link to Social Services to the Homeless (SSH) for the required documents.

The following items must be submitted in the final contract package no later than December 14, 2012:

1. Standard Language Document (Rev. June 2010) 2 copies with original signatures.
2. The Annex A, including the SSH/TANF and SSH/State Projected Level of Service Forms, one for each funding source, cumulative for the county and for each subcontracted agency (including the county if services are being provided directly).
3. Two copies of the Annex B with original signatures.

Signed subcontracts must be submitted to DFD within 30 calendar days of the county's receipt of the fully executed contract. Documentation to support that subcontracts are

executed within 30 days of the final contract approval must be retained on file for review during DFD monitoring of the contract.

The contract award includes federal funding from the Department of Health and Human Services, Administration for Children and Families under the Temporary Assistance for Needy Families (TANF) program. The Grant Number is G-1302NJTANF and the CFDA Number 93.558.

If you have any questions concerning the contract package please contact your Contract Administrator.

Sincerely,

SIGNED

Natasha Johnson
Deputy Director

NJ:YT:m

c: Calvin Farland

Social Services for the Homeless

2012 Instructions & Annex A

SSH Program Purpose

The SSH program furnishes funding to Counties for services to assist homeless and at-risk families and individuals who are ineligible for Work First New Jersey (TANF, SSI or GA) Emergency Assistance. These funds are to be allocated in a manner to ensure that emergency services are available to families and individuals throughout the entire contract year. **All providers of SSH Shelter (with the exception of Domestic Violence Shelters) and/or Prevention services must utilize the New Jersey "AWARDS" Homeless Management Information System (HMIS) in order to become a State approved SSH vendor. All providers of SSH/TANF eligible funded services must utilize the NJ AWARDS HMIS for the provision all Prevention, Case Management and Shelter services with the exception of Domestic Violence, which will continue to be reported on the appropriate provided LOS forms.**

SSH funds may be used to assist individuals and families who are experiencing short term, non-recurring emergencies. Homelessness prevention measures may include assistance with past due rent or past due mortgage payments, past due utility charge payments, payment of security deposits for apartments, or various other forms of eligible assistance that will resolve the emergency or enable the family to remain in their home. The five core services are: food, shelter, prevention, case management and 24 hour response. SSH and SSH-TANF programmatic and eligibility information may be found in Division of Family Development Instruction DFD11-8-2 .

Required Contract Documents

Contracts are to be prepared using the Standard Language Document, Annex A including projected Level of Service, and Annex B. Two Standard Language Documents with original signatures must be completed and received at DFD by December 16, 2011 to permit the contract to be executed by January 1, 2012.

Annex A Instructions

Please complete the attached Annex A outline, answering all questions. If the Core Service is not being funded by SSH funds please check "No" and provide a **brief explanation** of how that service will be provided in your county. The description should include the name of each agency that will provide the service and the funding source(s) for the service. The outline, when completed, will become the Annex A for this contract. The administrative details for each subcontracted vendor/agency providing core services will record the information on the 2012 Projected Level of Service by Agency Form. Total dollar amount of funding allocated and/or maximum unit costs should not be recorded in the Annex A outline, this information goes on the Projected Level of Service Forms.

Annex B Instructions

Complete the Department of Human Services Annex B form. The Annex B **Budget Preparation** must show a single column for all allocated funds. The Annex B **Expenditure** report must show separate column headings for SSH TANF and SSH State.

Under the Personnel Category, identify all staff directly funded within the contract. Include staff titles and specify the hours per week allocated for services in this contract

Social Services for the Homeless

2012 Instructions & Annex A

period. Please insure that the funding allocations recorded in the Annex B match the funding allocations on the Projected LOS forms.

The Division of Family Development will permit a maximum of 5% for General and Administrative costs for the administration of the SSH contract.

Shelter costs cannot exceed the Division of Family Development approved emergency assistance per diem for the specific shelter or transitional housing facility. Motel costs cannot exceed the payment rates identified at N.J.A.C. 10:90-6.7.

Subcontract Instructions

The Department of Human Services Information Memorandum P99-2 outlines the responsibilities of Provider Agencies who subcontract and can be accessed at http://www.state.nj.us/humanservices/ocpm/contract_manuals.htm.

Please insure that the contract between the county and the subcontractor includes:

- The county's General Terms and Conditions, written so that they do not contradict or compromise any of the language of the SSH contract with DFD.
- The Reporting requirements
- The Modification Policy
- Description of the Contracted Services
- Level of Service
- Budget

Signed subcontracts must be submitted to DFD within 30 calendar days of the county's receipt of the fully executed contract.

Reporting Requirements

Counties are required to prepare and submit quarterly and annual Level of Service Reports and Fiscal Reports to the Division of Family Development. Counties are also required to submit a quarterly report of adult SSH-TANF Social Security numbers, when eligible families are assisted with SSH-TANF funding.

Operations Reports

The NJ AWARDS Homeless Management Information System (HMIS) must be used to report all SSH-State Shelter and Prevention services with the exception of Domestic Violence Shelters. Domestic Violence shelter services are reported on the provided LOS forms. Counties must prepare manual reports using the Quarterly Level of Service Report Forms (as explained below), and submit them by April 30, July 31, October 31, 2012 and January 31, 2013 to:

**Joseph Maag
SSH Reporting Program
Office of County Operations
Division of Family Development
PO Box 716
Trenton, NJ, 08625-0716**

or

Email to: dfd-ea@dhs.state.nj.usQuarterly

Social Services for the Homeless

2012 Instructions & Annex A

A copy of the Quarterly Level of Service reports should also be sent to:

Debra Cramer
Contract Administration Unit
Division of Family Development
PO Box 716
Trenton, NJ, 08625-0716

Projected Level of Service by Vendor/Agency Forms

A Projected Level of Service form must be completed for each vendor and the County, if the County itself is also providing direct services.

Fiscal Reports

The Annex B expenditure reports are to reflect cumulative services and expenditures for the contract year to date. **Separate columns for SSH- State and SSH- TANF should be used.**

These reports shall be completed quarterly and submitted by April 30, July 31, October 31, 2012 and January 31, 2013 to:

Contract Fiscal Unit
Division of Family Development
PO Box 716
Trenton, NJ 08625-0716

SSH TANF

Services that are delivered to families that are eligible under the category of **SSH-TANF** should be reported under the TANF column in the Annex B expenditure report. These services may include food, shelter, case management, and homelessness prevention.

The provision of SSH/TANF case management, prevention and shelter services must be reported through the NJ AWARDS HMIS. The provision of SSH/TANF food as well as SSH/TANF domestic violence shelter are to be reported on the provided Level of Service forms, as appropriate.

For this calendar year contract, SSH-TANF financial eligibility shall exist for families who have a monthly income that is less than 250% of the federal Poverty Index below, who are experiencing an emergency and are otherwise eligible.

2011 Federal Poverty Index – 250%	
FAMILY SIZE	MONTHLY
2	\$3,065
3	\$3,860
4	\$4,658
5	\$5,453
6	\$6,248

Social Services for the Homeless

2012 Instructions & Annex A

7	\$7,045
8	\$7,840
9	\$8,635
10	\$9,433

Homelessness prevention measures may include assistance with past due rent or past due mortgage payments, past due utility charge payments, payment of security deposits for apartments, or various other forms of eligible assistance.

Shelter costs cannot exceed the Division of Family Development approved emergency assistance per diem for the specific shelter. Motel costs can not exceed the payment rates identified at N.J.A.C. 10:90-6.7.

SSH-TANF category funds **cannot** be used for the following populations or purposes:

- Families who have already received four months of SSH, SSH/TANF assistance or Work First New Jersey Temporary Assistance for Needy Families(TANF) or General Assistance(GA) emergency assistance during the contract year.
- Persons receiving SSI
- Single persons or couples without dependent children
- Any assistance that would require furnishing any type of SSH benefits for a period of more than four months.
- Families currently serving a TANF sanction or whose TANF case was closed due to a sanction in last six months.

Agencies providing services with SSH/TANF category must maintain documentation for every family to substantiate that the family's monthly income is below 250% of the federal poverty index. **In addition to the verification and eligibility criteria identified in DFDI 05-2-6, agencies providing services for SSH/TANF eligible's must also obtain verification of the social security numbers for all adult household members.** Further, a quarterly report (attached) identifying each adult household member serviced, their social security number, birth date and household size shall be submitted no later than 15 days after the end of each quarter to:

**Teresa Fleming
SSH Reporting Program
Office of County Operations
Division of Family Development
PO Box 716
Trenton, NJ, 08625-0716**

or

Email to teresa.fleming@dhs.state.nj.us

The reason for this is to satisfy a federal requirement that each adult applicant granted assistance under SSH/TANF must be matched for earnings. County Welfare Agencies may fulfill this requirement by completing a LOOPS, DABS and WAGES match for each

Social Services for the Homeless

2012 Instructions & Annex A

adult member granted SSH-TANF services and are not required to submit a quarterly report.

Contract Summary Sheet

Agency County of Gloucester DHS Federal ID# 21-6000-60

Address Rte45 & Budd Blvd.
Woodbury, NJ 08093

Agency Type check one
 Public
 Private, Non Profit
 Private, For Profit

Provider Agency
Fiscal Year End 12-31-13

Contract # SH13008

Contract Effective Date 01-01-13 TO 12-31-13

Chief Executive Officer Robert Damminger, Freeholder Director

Address Gloucester County Courthouse
PO Box 337
Woodbury, NJ 08096

Telephone 856-853-3390

Fax 856-853-3495

E-Mail rdamminger@co.gloucester.nj.us

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

Name & Title Calvin D. Mc Farland Jr.
Senior Program Analyst - Fiscal Unit

Address Gloucester County DHS
Rte45 & Budd Blvd.
Woodbury, NJ 08096

Telephone 856-384-6870

Fax 856-384-0207

E-Mail cmcfar@co.gloucester.nj.us

ANNEX A

I. FOOD

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

Yes No

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

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

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

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

Name of agency: Catholic Charities

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

Name of agency: Volunteers of America, Delaware Valley

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

II: SHELTER

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

Yes No

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

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

Name of agency: Volunteer of America Delaware Valley

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

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

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

Name of agency: Tri County Community Action, Inc.

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

III: CASE MANAGEMENT

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

Yes No

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

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

Name of agency: Center for Family Services, Inc.

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

Name of agency: Catholic Charities

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

IV: PREVENTION

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

Yes No

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

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

Name of agency: Catholic Charities

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

Name of agency: Center for Family Services

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

V: 24 HOUR RESPONSE

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

Yes No

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

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

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

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

Contract Summary Sheet

Agency County of Gloucester DHS Federal ID# 21-6000-60

Address Rte45 & Budd Blvd. Agency Type check one
Woodbury, NJ 08093 Public
 Private, Non Profit
 Private, For Profit

Provider Agency Fiscal Year End 12-31-13 Contract # SH13008

Contract Effective Date 01-01-13 TO 12-31-13

Chief Executive Officer Robert Damminger, Freeholder Director

Address Gloucester County Courthouse
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Woodbury, NJ 08096

Telephone 856-853-3390

Fax 856-853-3495

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

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

management, emergency food and emergency shelter services 303 days a year. All services are provided
confidential.

STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES

STANDARD LANGUAGE DOCUMENT
FOR SOCIAL SERVICE AND TRAINING CONTRACTS

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

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

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

THEREFORE the Department and the Provider Agency agree as follows:

I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. BASIC OBLIGATIONS OF THE DEPARTMENT

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

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

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

III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. Expiration, Non-Renewal and/or Termination

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

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

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

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

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

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

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

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

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

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

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

V. ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Full-time Salary Compensation Limitation Schedule

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5.20 Compensation Limitation for Employee Travel Expenses. The amounts paid under this contract to the Provider Agency for staff travel including; conference and registration fees, mileage reimbursement, meals and incidental expenses (M&IE), parking, and

overnight lodging accommodations for employees who are compensated in whole or in part under this contract are subject to the following conditions:

(i) General Provisions:

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

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

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

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

(iii) Out-of-State-Provisions:

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

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

Section 5.21 Compensation Limitation for Employee Tuition Reimbursement. The amounts paid under this contract to the Provider

Agency for tuition reimbursement and related expenses are subject to the following conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) odometer reading exceeds 125,000;

(b) vehicle age is 10 years or older;

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

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

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

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

(iii) If the Provider Agency receives approval to purchase a vehicle, the maximum cost of the vehicle including all dealer fees and charges may not exceed \$25,000 per vehicle. This limitation excludes passenger vans, or specialized and adaptive vehicles for handicapped consumers.

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

CONTRACT SIGNATURES AND DATES

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

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

BY: _____
(signature)

BY: _____
(signature)

(type name)

(type name)

TITLE: _____
(type)

TITLE: _____
(type)

PROVIDER
AGENCY: _____
(type)

DEPARTMENTAL
COMPONENT: _____
(type)

DATE: _____

DATE: _____

Contract Effective Date: _____

Contract Expiration Date: _____

Contract Number: _____

Contract Ceiling: _____

Federal ID#: _____

Provider Contact Individual: _____
(Print Name)

STATE OF NEW JERSEY

CONTRACT SIGNATURES AND DATES

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

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

BY: _____
(signature)

BY: _____
(signature)

Robert M. Damming
(type name)

Natasha Johnson
(type name)

TITLE: Freeholder Director
(type)

TITLE: Deputy Director
(type)

PROVIDER
AGENCY: County of Gloucester
(type)

DEPARTMENTAL NJ DFD
COMPONENT: _____
(type)

DATE: _____

DATE: _____

Contract Effective Date: 01/01/2013

Contract Expiration Date: 12/31/2013

Contract Number: SH13008

Contract Ceiling: \$287,766

Federal ID#: 21-6000-60

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

EB

RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT APPLICATION BY AND BETWEEN THE COUNTY OF GLOUCESTER AND THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES, FROM JANUARY 1, 2013 TO DECEMBER 31, 2013 FOR TITLE XX GRANT FUNDS IN THE TOTAL AMOUNT OF \$66,117.00

WHEREAS, the Gloucester County Department of Human Services Division of Transportation Services (DTS) provides fare-free, non-emergency, curb-to-curb service to senior citizens, persons with disabilities and low-income residents of Gloucester County on an advance reservation and/or subscription basis; and

WHEREAS, the Division of Transportation Services seeks to apply for the 2013 Title XX grant which will assist the County of Gloucester in providing better transportation services for its' elderly individuals, blind and visually impaired persons, person with disabilities and low-income residents who are SSBG eligible and unable to utilize public and/or conventional transportation; and

WHEREAS, the Gloucester County Board of Chosen Freeholders acknowledges that the total amount of the grant funds to be requested is \$66,117.00, with this total representing \$60,733.00 in grant funds and a local in-kind match of \$5,384.00, from January 1, 2013 to December 31, 2013.

NOW, THEREFORE, BE IT RESOLVED BY the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board be and are hereby authorized to execute the 2013 Title XX Grant Application, from January 1, 2013 to December 31, 2013, in the total amount of \$60,733.00 and a required local in-kind match of \$5,384.00, for a total amount of \$66,117.00; and

BE IT FURTHER RESOLVED, that the Freeholder Director and Clerk of the Board are hereby authorized to execute said Agreement and any and all documents necessary on behalf of the County of Gloucester to effectuate the purposes of this Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 19, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

E3



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

www.gloucestercountynj.gov

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

TO: Carol Wilson

DEPARTMENT: Human Services

GRANT TITLE: FY2013 Title XX Transportation Grant

DATE: December 5, 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 19, 2012



State of New Jersey
DEPARTMENT OF HUMAN SERVICES
PO Box 700
TRENTON, NJ 08625-0700

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

DIVISION OF DISABILITY SERVICES

JENNIFER VELEZ
Commissioner

JOSEPH M. AMOROSO
Director

October 18, 2012

Rick DeCosta
Director
Gloucester County Dept. Human Svcs
Division of Transportation Svcs.
115 Budd Blvd.
West Deptford, NJ 08096

Re: Contract Renewal 13AQHS

Dear Mr. DeCosta,

I am pleased to inform you that the Department of Human Services (DHS), Division of Disability Services will be taking over the management of the Department of Children and Families contract(s) with Gloucester County Department of Human Services, Division of Transportation (13AQHS) and renewing this contract for Calendar Year 2013. Please note that this contract is based on the total of funds allocated in previous years and is set at \$60,733 for the period of January 1, 2013 through December 31, 2013 for transportation services.

Included with this letter is a CD containing the minimum documentation required to initiate into a contract with DHS. Your attention is directed to Policy Circular P1.01 promulgated July 20, 2009. This policy governs documents and conditions required for processing, executing and documenting a DHS Third Party Contract. **The "Required Contract Documents Checklist" indicates the required documents you must submit in their entirety for the contract to be executed. This form needs to be completed, signed and returned ensuring your contract package includes all the required documents on the checklist.**

The complete contract package including 2 copies with original signatures of the standard language document should be returned to:

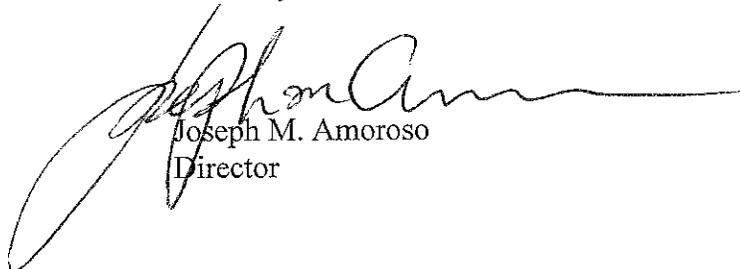
Susannah Combs
Department of Human Services
Division of Disability Services
P.O. Box 700
Trenton, NJ 08625

Page 2
DeCosta
October 18, 2012

Following the approval of the contract package by the Division of Disability Services, your agency will be issued payments according to your Schedule of Estimated Claims.

We anticipate that your partnership with the Division will help enhance the provision and delivery of quality services rendered to your consumers. If you have any questions or concerns you may contact Ms. Combs by email at Susannah.combs@dhs.state.nj.us or by telephone at (609) 341-3603.

Sincerely,



Joseph M. Amoroso
Director

Cc: W. Baronowski
D. Apgar

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DEPARTMENT OF HUMAN SERVICES

The Department of Human Services is responsible for coordination of planning activities and administration of the commissions and boards which serve in an advisory capacity to the Board of Chosen Freeholders.

The commissions and boards recommend implementation of plans and program funding for a wide range of services to county residents. Four divisions operate within the department:

1. Administration of Grants and Fiscal Management;
2. Human Services Advisory Council (HSAC) and County Inter-Agency Coordinating Council (CIACC)
3. Transportation Services
4. Youth Services

A team approach is used to coordinate with the Division of Social Services, Health Department and county departments with human services components to meet the unique needs of our citizens.

Lisa Cerny
 Director
 To email: lcerny@co.gloucester.nj.us
 Budd Blvd. Complex, 115 Budd Blvd.
 West Deptford, NJ 08096
 8:30 AM – 4:00 PM
 856-384-6870
 856-384-0207 fax

Vincent H. Nestore, Jr.
Freeholder Liaison

Robert M. Damminger
Freeholder Director



Lisa A. Cerny
Director - Human Services

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The County of Gloucester complies with all state and federal rules and regulations and does not discriminate on the basis of race, religion, color, national or ethnic origin, sexual orientation, age, marital status or disability in admission to, access to, or operations of its programs, services, or activities. In addition, Gloucester County encourages the participation of people with disabilities in its programs and activities and offers special services to all County residents 60 years of age and older. Inquiries regarding compliance may be directed to the Division of Disability Services at (856) 681-6128/New Jersey Relay Service 711 or the EEO office at (856)384-6903.

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Robert M. Damminger
Giuseppe (Joe) Chila
Lyman Barnes
Vincent H Nestore, Jr.
Heather Simmons
Adam J. Talliaferro
Larry Wallace

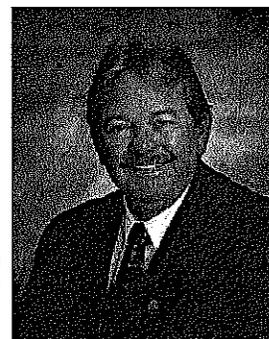
ROBERT M. DAMMINGER

Robert M. Damminger is serving his second year as Freeholder Director and his fifth term on the Board of Chosen Freeholders of Gloucester County.

As the Freeholder Director, Bob oversees the Department of Administration which encompasses the Administrator's Office, Human Resources, Clerk of the Board, Tax Assessor, Information Technology, Treasurer, and the Improvement Authority, among others.

During Bob Damminger's tenure as a Freeholder he has been a leader in cutting spending and reducing the size of government while working with municipalities to share and regionalize services to save taxpayers' dollars.

He spearheaded an effort to permanently preserve 17,690 acres of farmland and open space. He has helped secure millions in federal and state funding to improve the county's roads and infrastructure, and has lead the county in a plan to ensure that all of the county's 90 bridges are structurally sound.



Director Damminger is a member of the Workforce Investment Board, Board of School Estimates, Police Academy Advisory Board and the Department of Correctional Services Advisory Council.

Bob was born and raised in Paulsboro, New Jersey. He resides in West Deptford with his wife Debbie and their daughter, Kimberly Nicole. He is a graduate of Paulsboro High School and is employed as a Deputy Director of Transportation Services with the South Jersey Transportation Authority.

Prior to his service on the Freeholder Board, Bob Damminger was elected and served on the Paulsboro Council for eleven years. He was a member of the Public Works, Finance and the Water and Sewer Committees. He also chaired the Public Safety Committee for ten years.

ROBERT M. DAMMINGER (Democrat)
116 ST. REGIS DRIVE
WOODBURY, NEW JERSEY 08096

(856) 853-3395 - OFFICE
(856) 853-3495 - FAX
EMAIL: rdamminger@co.gloucester.nj.us

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Lyman Barnes
Vincent H Nestore, Jr.
Heather Simmons
Adam J. Taliaferro
Larry Wallace

VINCENT H. NESTORE, JR.



Freeholder Vincent H. Nestore, Jr. is currently serving his first term as a member of the Gloucester County Board of Chosen Freeholders.

Freeholder Nestore lives in Deptford Township with his wife, Mary Ann, where they both attend and belong to Infant Jesus Parish (St. John Vianney). Vince is a 44 year resident of the township and graduated from its high school in 1981.

Upon graduation, Freeholder Nestore earned degrees in Health and Physical Education; an Associate's Degree from Gloucester County College in 1984 and a Bachelor's Degree from Rowan University in 1990.

Currently, Freeholder Nestore is a health and physical education teacher at Delsea High School in Franklin Township.

While there, Vince was also the boy's varsity soccer coach until he retired from the position in 2010 to provide more time to his new responsibilities related to the Freeholder Board. As someone who values community service, Freeholder Nestore always encouraged his teams and others to participate in community activities such as the "Adopt-a-Highway" program and officiating/coaching youth soccer games. Freeholder Nestore was also instrumental in the establishment of 'Natural Helpers' and 'Peer Mediation' programs at the middle school.

This year, Freeholder Nestore will oversee and serve as liaison to the Human Services Department, a comprehensive department wide-ranging from the Administration of Grants to Youth and Addiction Services. He will also serve as liaison to the Transportation Advisory Board, Youth Services Commission and the Human Services Advisory Council.

VINCENT H. NESTORE, JR. (Republican)
2 SOUTH BROAD STREET (PO BOX 337)
WOODBURY, NJ 08096

(856) 853-3383 - OFFICE
(856) 853-3385 - FAX
EMAIL: vnestore@co.gloucester.nj.us

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DEPARTMENT OF HUMAN SERVICES

INITIAL REQUIRED CONTRACT DOCUMENTS CHECKLIST FY2013

Instructions: The Departmental Component is to:

- check off all of the required documents the provider agency needs to submit (or have available for an onsite review, if noted);
- send a copy of this form to the provider agency for signature and return along with the required documents;
- document and monitor the compliance status of the submissions by completing the last four columns; and
- assure this form is completed annually as part of the preparation of a contract package.

Contract 13AQHS
 Contract Agency County of Gloucester Division of Transportation Services
 Contract Term 01/01/2013 – 12/31/2013
 Provider Agency's authorized signatory Robert M. Damming
 Departmental Component _____
 DHS Reviewer & Title Susannah Combs, Department Human Services, Division of Disability Services

Compliance status-for DHS completion

Required Documents	Agency needs to provide to DHS only if checked	Check if the document submitted is on file and in compliance	Check if NOT in compliance or add other comments	Check if document is to be reviewed at the Agency. Include date when reviewed Onsite	N/A
DHS Award letter	X	√			
A Letter /list containing DHS contact persons	X	√			
A copy of the Required Contract Documents Checklist	X	√			
Two Standard Language Documents	X	√			
A Signed/dated N.J.S.A.52:34-13.2 Certification form (Formerly Executive Order 129)	X	√			
A Signed/Dated P.L. 2005, Chapters 51 & 271 & Executive Order 117.	X	√			
Annex B, B-2 or Budget Summary	X				
Annex A or Annex A Update	X	√			
Performance Outputs/Outcomes	X	√			
Copy of Insurance Declaration Page(s) and/or Malpractice Insurance	X	√			
Copy of Certificate of Incorporation	X	√			
Board Resolution form with authorized Signatories	X	√			
Board Resolution/DHS forms for match responsibilities					
A dated current Board Members list					
A copy of all applicable licenses					
A list of all contracts and grants (if not on the Annex B)					
A organizational structure chart					
A copy of the Personnel Manual or Employee Handbook					
Copy of the Certification of Employee Information Report or recent completed Employee Information Report- AA302 form					
Copy of the Provider's Affirmative Action Policy					
Copy of the Conflict of Interest Policy					
Copy of Provider Agency's By-Laws					
A Signed/dated Business Associate Agreement (BAA), if applicable	X	√1/18/2012 DTS 2/15/2012 NJ State	2012 BAA is Applicable		
Copy of all local certificates of occupancy					
Copy of Lease or Mortgage (s)					
Copy of the Annual Report to the Secretary of State					
Copy of the State of NJ Business Registration					
Copy of the Annual Report-Charitable Organization					
Copy of the latest Audit					
Copy of Tax Exempt Form 990					
Copy of U.S. Corporation Income Tax Return , form 1120					
Copy of Procurement Policy					
Current Equipment Inventory					
Copy of Subcontracts/Consultant agreements					
Copy of signed Payment Schedule, if applicable	X	√			
Reports:					
Programmatic					
Fiscal					
Close out					
Other Departmental Component-specific documents (D.C. is to specify documents):					

State of New Jersey
DEPARTMENT OF HUMAN SERVICES
Division of Disability Services

ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT

Contract I.D.# 13AQHS

PART I. GENERAL AGENCY INFORMATION

SECTION I. - IDENTIFICATION

Provider Agency County of Gloucester

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

Telephone # (856) 686-8355

Federal Identification # 21-6000660

Effective Dates 1/1/13 to 12/31/13 Contract Ceiling \$ \$60,733.00

Chief Executive Officer Robert M. Damminger

Title Freeholder Director, County of Gloucester

Address 2 S. Broad Street, Woodbury, NJ 08096

Telephone # (856) 853-3395

All notices relevant to this contract should be sent to:

Name Ms. Lisa Cerny

Title Director, Department of Human Services

Mailing Address 115 Budd Blvd., West Deptford, NJ 08096

Telephone # (856) 384-6870

Program Name Transportation - Vocational and Disabled

Site Address(es) 115 Budd Blvd., West Deptford, NJ 08096

Telephone # (856) 686-8355

Program Director Lisa Cerny, Director, Department of Human Services

Service Definition Transportation

ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT

Contract I.D. # 13AQHS

I. GENERAL AGENCY INFORMATION

SECTION II. - AUTHORIZED SIGNATURES

List names and positions of persons authorized to sign the following.
Give number of persons required to sign each transaction.

	NAME	POSITION	# OF SIGNATURES REQUIRED
Standard Language Contract	1. <u>Robert M. Damminger</u>	<u>Freeholder Director</u>	<u>1</u>
	2. _____	_____	_____
	3. _____	_____	_____
Annex B and Schedule of Estimated Claims	1. <u>Lisa Cerny</u>	<u>Dir., Human Svcs.</u>	<u>1</u>
	2. _____	_____	_____
	3. _____	_____	_____
Annex A Level of Service Reports	1. <u>Lisa Cerny</u>	<u>Dir., Human Svcs.</u>	<u>1</u>
	2. _____	_____	_____
	3. _____	_____	_____
Financial Reports	1. <u>Lisa Cerny</u>	<u>Dir., Human Svcs.</u>	<u>1</u>
	2. _____	_____	_____
	3. _____	_____	_____
Contract Modification	1. <u>Robert M. Damminger</u>	<u>Freeholder Director</u>	<u>1</u>
	2. _____	_____	_____
	3. _____	_____	_____
Checks	1. <u>Gary Schwarz</u>	<u>Treasurer</u>	_____
	2. _____	_____	_____
	3. _____	_____	_____
Other Contracts & Agreements	1. <u>Robert M. Damminger</u>	<u>Freeholder Director</u>	_____
	2. _____	_____	_____
	3. _____	_____	_____
Fee Assessors	1. _____	_____	_____
	2. _____	_____	_____
Fee Collectors	1. _____	_____	_____
	2. _____	_____	_____

ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT

Contract I.D. # 13AQHS

PART I - GENERAL AGENCY INFORMATION

SECTION III - SERVICE DAYS

Service will be provided as follows:
(Fill in time)

Sunday N/A Monday 6:30am-5:00pm Tuesday 6:30am-5:00pm Wednesday 6:30am-5:00pm Thursday 6:30am-5:00pm Friday 6:30am-5:00pm Saturday N/A

Emergency Provisions: In case of emergency during non-working hours, driver's are instructed to call the Supervising Omnibus Operator, Karen Allen with any concerns or breakdowns.

Service will not be provided on the following:

OCCASION

DATE(S)

S E E A T T A C H E D H O L I D A Y S C H E D U L E



COUNTY HOLIDAYS

The following is the schedule of approved holidays that will be observed by the Division of Transportation Services for the year 2013:

New Year's Day	Tuesday	January 1
Martin Luther King Jr. Day	Monday	January 21
President's Day	Monday	February 18
Good Friday	Friday	March 29
Memorial Day	Monday	May 27
Independence Day	Thursday	July 4
Labor Day	Monday	September 2
Columbus Day	Monday	October 14
Election Day	Tuesday	November 5
Veterans Day	Monday	November 11
Thanksgiving	Thursday	November 28
	Friday	November 29
Christmas	Wednesday	December 25

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

DIVISION OF
TRANSPORTATION
SERVICES

DIRECTOR
Lisa Cerny

115 Budd Boulevard
West Deptford, NJ 08096

Phone 856.686.8355
Fax 856.686.8361

www.gloucestercountynj.gov

New Jersey Relay Service - 711
Toll Free 1.800.852.7897

ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT

PART II - PROGRAM OPERATIONS

Section I - PROGRAM SUMMARY AND EVALUATION PLAN

Write a brief, concise, descriptive summary of your agency and this program. The description should present a clear picture of what, why, where, how, and for whom service is provided.

DTS provides advanced reservation, curb to curb transportation to non-emergency medical appointments for senior citizens, people with disabilities and low income residents. DTS receives applications from people with disabilities who are seeking transportation to vocational endeavors to enhance their work skills. Through the application process and outreach efforts, DTS is able to identify those in need of transportation services and fulfill our purpose by offering services to our most disadvantaged residents.

Include as a minimum:

- your agency's purpose, philosophy, goals and objectives;

The Division of Transportation Services (DTS) under the Department of Human Services provides responsive, efficient and equitable transportation services to the residents of Gloucester County. DTS serves Gloucester County residents in need; i.e., senior citizens, people with disabilities, veterans and low income residents through the procurement of Federal and State grants.

- details about the program including a description of neighborhood where located, the facilities used by the agency and other programs sponsored by the agency;

The demand response service provides transportation to senior citizens, persons with disabilities, rural residents, eligible Veterans and Title XX eligible residents of Gloucester County. Service is provided Monday through Friday, 7:00am - 5:00pm. Private operators provide service primarily to residents who can not properly be served on a particular day by DTS. Service is provided to all areas of Gloucester County, most areas of Camden County, limited areas of Salem County, Cumberland County and portions of Philadelphia to access hospitals in Center City and Southwest areas. Service to Philadelphia is provided on a coordinated basis with Camden County.

The vocational training and some of the medical and gainful employment components of the service are provided on a subscription basis. The work related trips are provided almost exclusively to non-seniors with disabilities. Residents requesting vocational-training transportation are required to complete an application form. The Section 5311 bus service continues to provide shopping-related transportation between the hours of 9:30am and 2:30pm, Monday through Wednesday, with Friday service offered one day per month for the rural residents in the southern parts of Gloucester County.

- evidence of the need for the service in the community;

As the population in Gloucester County continues to grow, it will be imperative to find solutions to address increases in service demand in the face of flat and/or decreasing revenues. DTS will continue to look at additional transportation resources to increase service coordination and efficiency.

- any limitations, restrictions or priorities on service delivery;

The loss of the Medicaid contract in December of 2010, which had been in place for 17 years, created a major reduction in funding and staff for Gloucester County Division of Transportation Services (DTS). This reduction in funding, in combination with rising fuel costs, led to the lay-off of 5 part-time drivers and the voluntary retirement of 3 other driving positions.

- any unique capabilities (e.g., multi-lingual, etc.); and

The Division of Transportation Services (DTS) has to address not only language barriers, but also communication barriers due to a disability and have used the following methods:

- The County of Gloucester has staff persons who are bi-lingual in Spanish and English. DTS has been successful communicating with residents who speak Spanish with the help of county staff.
- DTS transports many residents who are developmentally disabled and have difficulty with verbal communication. Patience on the phone lines is advocated and of the utmost importance in order to service the needs of every county resident.
- We have the benefit of a company that is located in southern New Jersey and is available to assist agencies/providers by offering translators in most languages, Para-Plus translations, inc.
- There are many other agencies throughout Gloucester County that can assist DTS with language barriers due to limited English and/or a communication deficiency due to a disability. These agencies often act as intermediaries when completing paperwork or calling our office to assist with transportation schedules and/or questions. The Division of Transportation Services works with Gloucester County Education & Disability Services, The Abilities Center of South Jersey and the Gloucester County Association of Retarded Citizens (ARC) to help people with disabilities.

The use of varied resources to address LEP concerns has allowed DTS to operate without disenfranchising our residents.

- the circumstances of any previous contact with the division, state, municipal, county public agencies or other related projects and contracts.

Gloucester County DTS has received and has been successful providing transportation under Title XX funding provided by the Department of Children and Families since 1988. DTS targets people with disabilities who are in need of sheltered workshop transportation and low income residents in need of transportation to non-emergency medical appointments and essential personal business. DTS also works in coordination with the Division of Senior Services to provide demand response, subscription and modified fixed route services to senior citizens and people with disabilities. Annual grants received are provided through NJ Transit under Section 5311 (rural transportation) along with FTA funding under Job Access and Reverse Commute (JARC) and New Freedom grants for work related commitments.

If this is a renewal package, describe at a minimum:

- any change in the information requested above;

No changes are expected to occur in 2013.

- how your agency has developed and made progress toward its goal in the past year; and

DTS continues to provide five (5) primary types of service, specifically, 1) demand response service to non-emergency medical appointments, gainful employment and educational needs and essential personal business appointments, 2) subscription service to people with disabilities to vocational training sites and on-going medical appointments for both senior citizens and people with disabilities, 3) modified fixed route bus service to rural residents for the purpose of accessing shopping facilities and miscellaneous appointments under the Section 5311 Program, 4) feeder transportation to/from NJ Transit fixed route service when possible, and 5) modified fixed route service to employment centers located along the Route 295 corridor in southwestern Gloucester County (via coordination agreement). The five services will remain fare-free and operate primarily on a Monday through Friday, 7:00am – 5:00pm schedule.

- how each recommendation of the program evaluations (e.g., self-evaluation, DDS evaluation, homemaker evaluation, etc.) of the previous contract will be addressed in the proposed contract.

Agency Review for the 2011 contract was in full compliance.

Describe how your agency will evaluate this proposed contract (effectiveness of the program, its goals and objectives, and efficiency of the procedures used). Include an explanation of how your agency's internal evaluation method will interface with the evaluation process of the Division and who (by title) will have what responsibilities in this process.

MART Program requires self-evaluation, client feedback as well as driver suggestions on how to be more effective and efficient.

ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT

Contract I.D. # 13AQHS

PART II - PROGRAM OPERATIONS

SECTION II - *Transportation*

Unit of Service Definition(s) Transportation per 4 mile unit

COMPONENTS	TYPE OF UNITS	TOTAL NUMBER OF UNITS	NUMBER OF CONTRACT UNITS	NUMBER OF UNDUPLICATED CLIENTS*	NUMBER OF OPTIONAL ENROLLEES
Transportation	Miles	15,183	15,183	62	

• where applicable

ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT

Contract I.D. # 13AQHS

PART II - PROGRAM OPERATIONS - 4 miles per unit

SECTION III. - MONTHLY CONTRACTING LEVEL OF SERVICE

Miles
Component

MONTH	POSSIBLE SERVICE DAYS	NON SERVICE DAYS		NON- FUNDED DAYS	MONTHLY SERV. DAYS	# SP UNDER CONT.	MONTHLY CONTRACT LOS
		HOL.	TRNG.				
1 ST	21	2					1265
2 ND	19	1					1265
3 RD	20	1					1265
4 TH	22	0					1266
5 TH	21	1					1265
6 TH	20	0					1265
7 TH	22	1					1266
8 TH	22	0					1265
9 TH	20	1					1265
10 TH	22	1					1266
11 TH	17	4					1265
12 TH	21	1					1265
ANNUAL TOTALS	248	13					15,183

Note: Contracts for which level of service is *not* computed by multiplying days by spaces need complete columns 1 and 8 only.

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

**Annex A
LEVEL OF SERVICE
Section 2.5**

Program/Component Name: Gloucester County Division Of Transportation Services / Handicapped
Service Type: Transportation
Description of Unit Measurement: Mile
Number of Contracted Slots/Units:
Number of Annualized Units: 2304

Numbers should reflect unduplicated service counts

	1	2	3
	MONTH	MONTHLY SERVICE DAYS OR UNITS	MONTHLY CONTRACT LOS
1	January	21	192
2	February	19	192
3	March	20	192
4	April	22	193
5	May	21	192
6	June	20	192
7	July	22	192
8	August	22	192
9	September	20	192
10	October	22	192
11	November	17	192
12	December	21	192
	ANNUAL TOTALS	248	2,304

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

**Annex A
LEVEL OF SERVICE
Section 2.5**

Program/Component Name: Gloucester County Division Of Transportation Services / Handicapped
Service Type: Handicapped / Developmentally Disabled
Description of Unit Measurement: Mile
Number of Contracted Slots/Units:
Number of Annualized Units: 12,879

Numbers should reflect unduplicated service counts

	1	2	3
	MONTH	MONTHLY SERVICE DAYS OR UNITS	MONTHLY CONTRACT LOS
1	January	21	1,073
2	February	19	1,073
3	March	20	1,073
4	April	22	1,074
5	May	21	1,073
6	June	20	1,073
7	July	22	1,074
8	August	23	1,073
9	September	20	1,073
10	October	22	1,074
11	November	17	1,073
12	December	21	1,073
	ANNUAL TOTALS	248	12,879

ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT

PART III - PROGRAM MANAGEMENT

SECTION 1 - ESSENTIAL DOCUMENTS

The following essential documents must be part of your contract package and must be updated as they change:

1. Annex A related essential documents

- *Copy of certificate of incorporation; **N/A - Business Registration Certificate attached.**
- Copy of Annual Report to Secretary of State; **County of Gloucester Report of Audit for Year Ending December 31, 2011 - can be e-mailed, upon request.**
- List of names, titles, and addresses of current board members; **Copy of Board of Chosen Freeholders, listed on website attached.**
- *Copy of local certificate of occupancy; **Renewal Contract.**
- *Copies of all written policies which effect the contracts; **Renewal Contract.**
- *Copies of Municipal, Fire, Health, and Building Approvals (for on-site group programs; **Renewal Contract.**
- Copy of license to provide service (if required); **N/A**
- Copy of courtesy inspection report (if required); **N/A**
- Evidence of liability insurance policy; **Certificates for 2013 will be issued after December 1, 2012 - Original mailed to grantor.**
Personnel information Sheet - **Employee Information Report attached.**

*In a renewal contract additional copies of these documents need to be sent only if some changes has occurred or if the agency is informed by



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	COUNTY OF GLOUCESTER
Trade Name:	TREASURERS OFFICE
Address:	COURT HOUSE WOODBURY, NJ 08096
Certificate Number:	0385505
Effective Date:	July 01, 1966
Date of Issuance:	July 15, 2011

For Office Use Only:
20110715095226523

[Robert M. Damminger](#)
[Giuseppe \(Joe\) Chila](#)
[Lyman Barnes](#)
[Vincent H Nestore, Jr.](#)
[Heather Simmons](#)
[Adam J. Taliaferro](#)
[Larry Wallace](#)

BOARD OF FREEHOLDERS



[Robert M. Damminger](#)
 Freeholder Director
 2 South Broad Street
 P.O. Box 337
 Woodbury, New Jersey 08096
 (856) 853-3395
 (856) 853-3495 - Fax
rdamminger@co.gloucester.nj.us



[Giuseppe \(Joe\) Chila](#)
 Deputy Freeholder Director
 2 South Broad Street
 P.O. Box 337
 Woodbury, New Jersey 08096
 (856) 853-3382
 (856) 853-3324 Fax
jchila@co.gloucester.nj.us



[Lyman Barnes](#)
 Freeholder
 2 South Broad Street
 P.O. Box 337
 Woodbury, NJ 08096
 (856) 853-3380
 (856) 853-3379
lbarnes@co.gloucester.nj.us



[Vincent H. Nestore Jr.](#)
 Freeholder
 2 South Broad Street
 P.O. Box 337
 Woodbury, New Jersey 08096
 (856) 853-3383
 (856) 853-3385 Fax
vnestore@co.gloucester.nj.us



[Heather Simmons](#)
 Freeholder
 2 South Broad Street
 P.O. Box 337
 Woodbury, New Jersey 08096
 (856) 853-3378
 (856) 853-3396 Fax
hsimmons@co.gloucester.nj.us



[Adam J. Taliaferro](#)
 Freeholder
 2 South Broad Street
 P.O. Box 337
 Woodbury, NJ 08096
 (856) 853-3384
 (856) 853-3298
ataliaferro@co.gloucester.nj.us



[Larry Wallace](#)
 Freeholder
 2 South Broad Street
 P.O. Box 337
 Woodbury, New Jersey 08096
 (856) 853-3386
 (856) 853-3387 Fax
lwallace@co.gloucester.nj.us

STATE OF NEW JERSEY
Division of Contract Compliance & Equal Employment Opportunity

EMPLOYEE INFORMATION REPORT

For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 21-6000660	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input checked="" type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 26
4. COMPANY NAME County of Gloucester, Division of Transportation Services		
5. STREET 115 Budd Blvd.	CITY West Deptford	COUNTY Gloucester
	STATE NJ	ZIP CODE 08096
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) County of Gloucester		CITY Woodbury
	STATE NJ	ZIP CODE 08096
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		26
10. PUBLIC AGENCY AWARDDING CONTRACT		
CITY NJ Dept of Children		COUNTY Trenton
	STATE NJ	ZIP CODE 08625
Official Use Only	DATE RECEIVED	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT AN EEO-1 REPORT.*

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	1	1	0	0	0	0	0	1	0	0	0	0	0
Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
Office & Clerical	6	0	6	0	0	0	0	0	1	0	0	0	5
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-skilled)	6	2	4	0	0	0	0	2	1	0	0	0	3
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	13	3	10	0	0	0	0	3	2	0	0	0	8
Total employment From previous Report (if any)	28	9	19	1	1	0	0	7	2	0	0	0	17
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												
	13	6	7	2	1	0	0	3	0	0	0	0	7

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED <input checked="" type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR 12 01 11
13. DATES OF PAYROLL PERIOD USED From: 10/29/12 To: 11/9/12		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Lisa Cerny	SIGNATURE	TITLE Director, Dept Human Svcs	DATE MO DAY YEAR 11 15 12
17. ADDRESS NO. & STREET 115 Budd Blvd.	CITY West Deptford	COUNTY Gloucester	STATE NJ
	ZIP CODE 08096	PHONE (AREA CODE, NO., EXTENSION) 856 - 686 - 8355	

ANNEX A – STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT

ATTACHMENT A – PERSONNEL INFORMATION

LIST ALL FULL & PART TIME POSITIONS (Titles)	NAME OF PERSON IN POSITION	WORK HOURS DAILY FROM – TO	RELATED DEGREES, LICENSES, CERTIFICATES	ADDITIONAL CREDITS, TRAINING, AND EXPERIENCE PERTINENT TO POSITION
Coordinator	Rick DeCosta (Retiring 1/1/13)	6:30am – 2:30pm	BA, Business Administration	Coordinates short and long term strategies by supervising large operation staff serving senior citizens and people with disabilities. Vacant position beginning in 2013.
Accounting Assistant	Donna Cucetta	8:00am – 4:00pm	BA, Business Administration	Has been employed by the Division of Transportation for 7 years preparing all necessary financial reports. Has prepared financial reports for six years with the Department of Human Services.
Principal Clerk Typist	Holly Tongue	7:30am – 4:00pm Part-time		Has been employed by the Division of Transportation for 13 years and has provided service within all aspects of program operations to ensure service effectiveness and quality of service.
Principal Data Entry Operator	Carol Wilson	8:30am – 4:00pm		Has been employed by the Division of Transportation Services for 21 years preparing correspondence, grants and reports for all programs funding the transportation service.
Supervising Omnibus Operator	Karen Allen	6:30am – 2:30pm		Has been employed by the Division of Transportation for 26 years. Supervises drivers by keeping constant contact with them to ensure passenger needs are being met. Works in cooperation with Fleet Management and NJ Transit for vehicle maintenance.
Community Service Aide Typing	Janice Pfeiffer	8:30am – 4:00pm		Has been employed by the Division of Transportation for 8 years. Has been scheduling appointments on computer and has recently been the main person to edit the daily schedule.
Principal Clerk Typist	Stephanie Evans	8:30am – 4:30pm		Has been employed by the County since 1983 and scheduling client transportation appointments since 2010.

ANNEX A – STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT

ATTACHMENT A – PERSONNEL INFORMATION

LIST ALL FULL & PART TIME POSITIONS (Titles)	NAME OF PERSON IN POSITION	WORK HOURS DAILY FROM – TO	RELATED DEGREES, LICENSES, CERTIFICATES	ADDITIONAL CREDITS, TRAINING, AND EXPERIENCE PERTINENT TO POSITION
Omnibus Operator	Patricia Wheeler	8:00am – 3:30pm		Possesses CDL Class B and has been employed by Transportation since 1983 driving senior citizens and people with disabilities from their homes following the daily schedule.
Omnibus Operator	Tracey Cudd	7:00am – 2:30pm		Possesses CDL Class B and has been employed by the County since 1988; with DTS since 2000 driving senior citizens and people with disabilities from their homes following the daily schedule.
Omnibus Operator	Elizabeth Bauer	Flexible – 30 hours		Possesses CDL Class B and has been employed by the Division of Transportation since 1990 driving senior citizens and people with disabilities from their homes following the daily schedule.
Omnibus Operator	Michael Pizzelli	6:30am – 2:00pm		Possesses CDL Class B and has been employed by the Division of Transportation since 1990 driving senior citizens and people with disabilities from their homes following the daily schedule.
Omnibus Operator	Marge McGee	8:30am – 4:00pm		Possesses CDL Class B and has been employed by the Division of Transportation since 1993 driving senior citizens and people with disabilities from their homes following the daily schedule.
Omnibus Operator	Don Whitley	8:00am – 3:30pm		Possesses CDL Class B and has been employed by the Division of Transportation since 1996 driving senior citizens and people with disabilities from their homes following the daily schedule.

ANNEX A – STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT

ATTACHMENT A – PERSONNEL INFORMATION

LIST ALL FULL & PART TIME POSITIONS (Titles)	NAME OF PERSON IN POSITION	WORK HOURS DAILY FROM – TO	RELATED DEGREES, LICENSES, CERTIFICATES	ADDITIONAL CREDITS, TRAINING, AND EXPERIENCE PERTINENT TO POSITION
Omnibus Operator	Debra Caltagirone	7:30am – 3:00pm		Possesses CDL Class B and has been employed by the Division of Transportation since 1996 driving senior citizens and people with disabilities from their homes following the daily schedule.
Omnibus Operator	Kari Kappler	Flexible 30 hours		Possesses CDL Class B and has been employed by the Division of Transportation since 1999 driving senior citizens and people with disabilities from their homes following the daily schedule.
Omnibus Operator	Dana Davis	Flexible 30 hours		Possesses CDL Class B and has been employed by the Division of Transportation since 2000 driving senior citizens and people with disabilities from their homes following the daily schedule.
Omnibus Operator	Monica Bilbow	Flexible 30 hours		Possesses CDL Class B and has been employed by the Division of Transportation since 2002 driving senior citizens and people with disabilities from their homes following the daily schedule.
Omnibus Operator	Susan Blair	Flexible 30 hours		Possesses CDL Class B and has been employed by the Division of Transportation since 2002 driving senior citizens and people with disabilities from their homes following the daily schedule.
Omnibus Operator	Francisco Melendez	Flexible 30 hours		Possesses CDL Class B and has been employed by the Division of Transportation since 2003 driving senior citizens and people with disabilities from their homes following the daily schedule.

ANNEX A – STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT

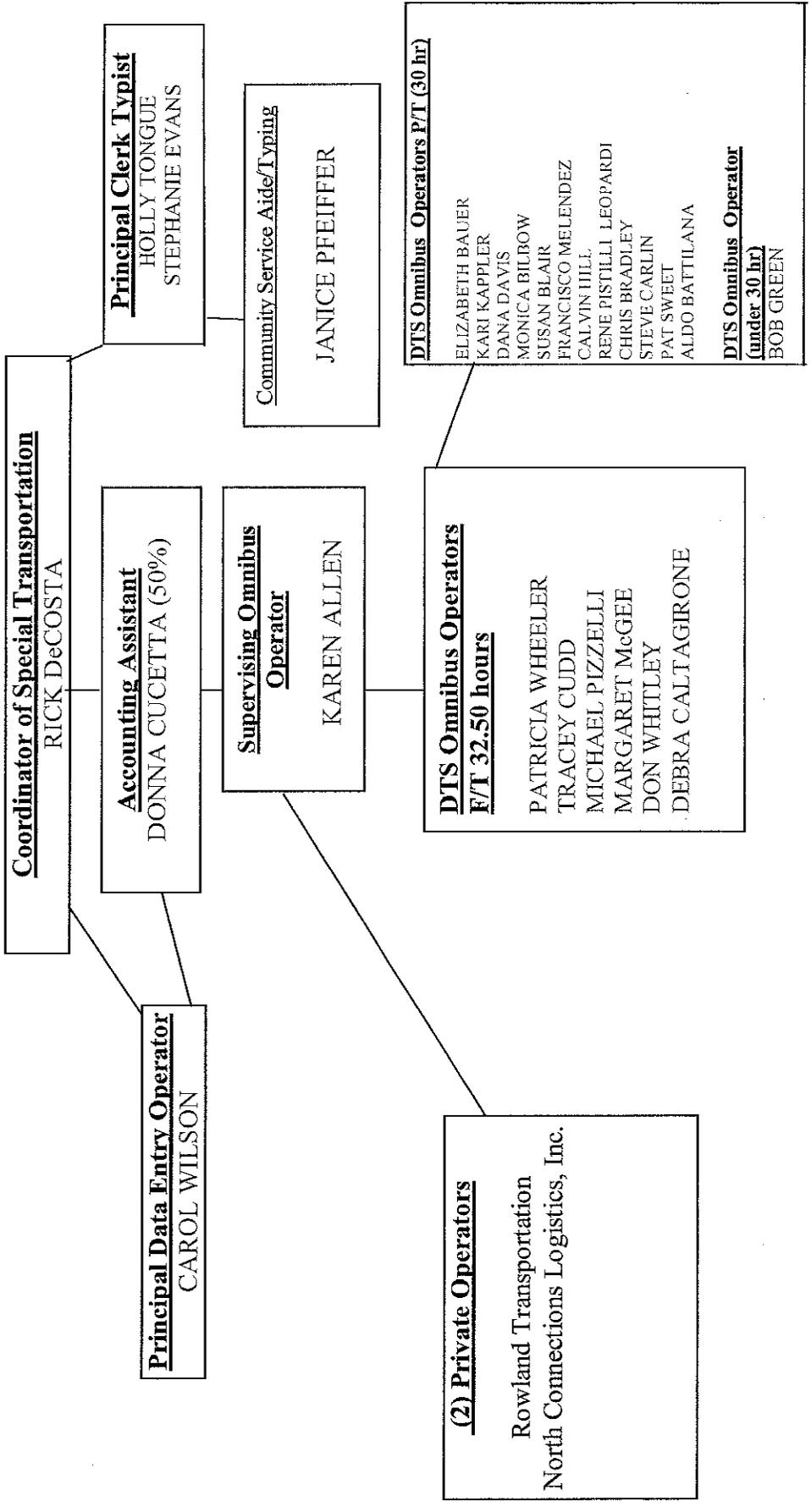
ATTACHMENT A – PERSONNEL INFORMATION

LIST ALL FULL & PART TIME POSITIONS (Titles)	NAME OF PERSON IN POSITION	WORK HOURS DAILY FROM – TO	RELATED DEGREES, LICENSES, CERTIFICATES	ADDITIONAL CREDITS, TRAINING, AND EXPERIENCE PERTINENT TO POSITION
Omnibus Operator	Chris Bradley	Flexible 30 hours		Possesses CDL Class C and has been employed by the Division of Transportation since 2007 driving senior citizens and people with disabilities from their homes following the daily schedule.
Omnibus Operator	Calvin Hill	Flexible 30 hours		Possesses CDL Class B and has been employed by the Division of Transportation since 2005 driving senior citizens and people with disabilities from their homes following the daily schedule.
Omnibus Operator	Rene Pistilli Leopardi	Flexible 30 hours		Possesses CDL Class B and has been employed by the Division of Transportation since 2007 driving senior citizens and people with disabilities from their homes following the daily schedule.
Omnibus Operator	Steve Carlin	Flexible 30 hours		Possesses CDL Class B and has been employed by the Division of Transportation as a p/t employee as of 9/16/08 driving senior citizens and people with disabilities from their homes following the daily schedule.
Omnibus Operator	Patricia Sweet	Flexible 30 hours		Possesses CDL Class B and has been employed by the Division of Transportation as a p/t employee as of 12/11/07 driving senior citizens and people with disabilities from their homes following the daily schedule.
Omnibus Operator	Aldo Battilana	Flexible 30 hours		Possesses CDL Class B and has been employed by the Division of Transportation as a p/t employee as of 01/07/08 driving senior citizens and people with disabilities from their homes following the daily schedule.

LIST ALL FULL & PART TIME POSITIONS (Titles)	NAME OF PERSON IN POSITION	WORK HOURS DAILY FROM - TO	RELATED DEGREES, LICENSES, CERTIFICATES	ADDITIONAL CREDITS, TRAINING, AND EXPERIENCE PERTINENT TO POSITION
Omnibus Operator	Robert Green	P/T Under 30 hours		Possesses CDL Class B and has been employed by the Division of Transportation as a p/t employee as of 4/14/97 driving senior citizens and people with disabilities from their homes following the daily schedule.

Board Of Chosen Freeholders
 Freeholder Liaison Vincent H. Nestore, Jr.
 County Administrator Chad M. Bruner
 Department of Human Services
 DIRECTOR, LISA CERNY

November 2012



**“N.J.S.A. 52:34-13.2 CERTIFICATION”
SOURCE DISCLOSURE CERTIFICATION FORM**

Contractor: County of Gloucester
Department of Human Services
Division of Transportation
115 Budd Blvd.
West Deptford, NJ 08096

Contract Number: 13AQHS

Waiver Number: _____

I hereby certify and say:

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

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

Instructions:

List every location where services will be performed by the Contractor and all Subcontractors.

Is any of the services cannot be performed within the United States, the Contractor shall state, with specificity the reasons why the services cannot be so performed. Attach additional pages if necessary.

Contractor and/or Subcontractor	Description of Services	Performance Location By County	Reasons Why Services Cannot be Performed in US
County of Gloucester Department of Human Services Division of Transportation 115 Budd Blvd. P.O. Box 337 West Deptford, NJ 08096	Transportation	Services dispatched from 115 Budd Blvd. West Deptford, NJ 08096	N/A

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

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

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

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

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

Contractor: County of Gloucester
Department of Human Services
Division of Transportation Services
115 Budd Blvd.
West Deptford, NJ 08096

By: _____

Title: Freeholder Director

Print Name: Robert M. Damminger

Date: _____



IMPORTANT NOTICE

NEW "PAY-TO-PLAY" RESTRICTIONS TO TAKE EFFECT NOVEMBER 15, 2008

Governor Jon S. Corzine signed Executive Order No. 117, which is designed to enhance New Jersey's efforts to protect the integrity of government contractual decisions and increase the public's confidence in government. The Executive Order builds on the provisions of P.L. 2005, c.51 ("Chapter 51"), which limits contributions to certain political candidates and committees by for-profit business entities that are, or seek to become, State government vendors.

Executive Order No. 117 extends the provisions of Chapter 51 in two ways:

1. The definition of "business entity" is revised and expanded so that contributions by the following individuals also are considered contributions attributable to the business entity:
 - Officers of corporations and professional services corporations, with the term "officer" being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (J.J.A.C. 19:25-26.1); with the exception of officer of non-profit entities;
 - Partners of general partnerships, limited partnerships, and limited liability partnerships and members of limited liability companies (LLCs), with the term "partner" being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1); and
 - Spouses, civil union partners, and resident children of officers, partners, LLC members and persons owning or controlling 10% or more of a corporation's stock are included within the new definition, except for contributions by spouses, civil union partners, or resident children to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides.
2. Reportable contributions (those over \$300.00 in the aggregate) to legislative leadership committees, municipal political party committees, and candidate committees or election funds for Lieutenant Governor are disqualifying contributions in the same manner as reportable contributions to State and county political party committees and candidate committees or election funds for Governor have been disqualifying contributions under Chapter 51.

Executive Order No. 117 applies only to contributions made on or after November 15, 2008, and to contracts executed on or after November 15, 2008.

Updated forms and materials are currently being developed and will be made available on the website as soon as they are available. In the meantime, beginning November 15, 2008, prospective vendors will be required to submit, ***in addition to the currently required Chapter 51 and Chapter 271 forms***, the attached Certification of Compliance with Executive Order No. 117.

Certification on Behalf of A Company, Partnership of Organization and All Individuals Whose Contributions are Attributable to the Entity Pursuant to Executive Order 117 (2008)

I hereby certify as follows:

On or after November 15, 2008, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order No. 117 (2008) has solicited or made any reportable contribution of money or pledge of contribution, including in-kind contributions or company or organization contributions, to the following:

- a) Any candidate committee and/or election fund of the Governor;
- b) A State political party committee;
- c) A legislative leadership committee;
- d) A county political party committee; or
- e) A municipal political party committee.

I certify as an officer or authorized representative of the Company or Organization identified below that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Name of Company, Partnership or Organization:

County of Gloucester, Division of Transportation

Signed: _____ Title: Freeholder Director

Print Name: Robert M. Damminger Date: _____

(circle one) (A) The Company, Partnership or Organization is the vendor;

or

(B) the Company, Partnership of Organization is a Principal (more than 10% ownership or control) of the vendor, a Subsidiary controlled by the vendor, or a Political Organization (e.g., PAC) controlled by the vendor.

**Please note that if the person signing this Certification is not signing on behalf of all individuals whose contributions are attributable to the entity pursuant to Executive Order No. 117 (2008), each of those individuals will be required to submit a separate individual Certification.*

Individual Certification of Compliance with Executive Order No. 117 (2008)

I hereby certify as follows:

On or after November 15, 2008, I have not solicited or made any reportable contribution of money or pledge of contribution, including in-kind contributions or company or organization contributions to the following:

- a) **Any candidate committee and/or election fund of the Governor;**
- b) **A State political party committee;**
- c) **A legislative leadership committee;**
- d) **A county political party committee; or**
- e) **A municipal political party committee.**

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

Signed: _____

Print Name: Robert M. Damming, Freeholder Director Date: _____



STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES
ANNEX B-2 CONTRACT RATE INFORMATION SUMMARY

PROVIDER Gloucester County Department of Human Services Transportation DATE January 1, 2013

CONTRACT# 13AQHS THIS ANNEX B-2 SUPERSEDES THE
ANNEX B-2 DATED January 1, 2012

FEDERAL I.D. # 21-6000660

SECTION I: RATES

PROGRAM/SERVICE	UNIT OF SERVICES	RATE PER SERVICE UNIT*	TYPE OF RATE	EFFECTIVE PERIOD	
				FROM	TO
Transportation/Title XX	Mile	\$4.00	Fixed	1/1/2013	12/31/2013
Transportation/Voc Training	Mile	\$4.00	Fixed	1/1/2013	12/31/2013

THESE RATES ARE SUBJECT TO THE CONDITIONS IN SECTIONS II AND III

SECTION II: CONTRACT STIPULATIONS

- A. The service capacity of the provider Agency is _____ for the term of this contract (check here if not applicable)
- B. The Provider Agency shall submit to the Department a () monthly, () quarterly, () semi-annual, () annual report certifying to the actual program expenditures consistent with the Provider's approved budget set fourth in the Contract Budget. This report is due _____ days after the end of the reporting period. (Check here is periodic expenditure reporting is not applicable)
- C. The Provider Agency shall submit to the Department a () monthly, () quarterly, () semi-annual, () annual report certifying to the actual units of service delivered during the reporting period. This report is due 30 days after the end of the reporting period. (Check here if periodic level of service reporting is not applicable)

D. Other:

	<u>Maximum SSBG Units</u>		<u>Maximum SSBG Dollars</u>
	<u>100%</u>	<u>95%</u>	
Transportation(XX)	\$2,310	\$2,195	\$9,240
Transportation(VOC)	\$12,879	\$12,235	<u>\$51,493</u>
			\$60,733

In order to receive full reimbursement, a 95% Level of Service is required. If the Level of Service is less that 95%, an adjustment in the SSBG funding will be made by multiplying the number of units below 95% by \$1.00 SSBG Reimbursement per unit.

2013 TITLE XX TRANSPORTATION GRANT
BUDGET PAGE

101	SALARIES & WAGES	\$44,000
305	VEHICLE MAINTENANCE	\$5,000
470	FUEL & OIL	\$4,000
993	INDIRECT COSTS	\$5,384
994	FRINGE BENEFITS	\$7,733

TOTAL \$66,117

Donor Agreement # 13AQHS

PUBLIC DONOR AGREEMENT

AGREEMENT between County of Gloucester Board of Chosen Freeholders (the "Provider Agency") and County of Gloucester, Department of Human Services, Division of Transportation Services (the "Donor").

WHEREAS the New Jersey Department of Human Services, Division of Disability Services (the "Department") has been duly designated to administer or supervise the administration of social service programs, as defined in the New Jersey State plans for social services; and

WHEREAS the Department desires that the Provider Agency deliver services and the Provider Agency has agreed to deliver services; and

WHEREAS the Department's policies establish that resources donated by a public donor in the form of cash or In-Kind Contributions (as defined below) may, under certain conditions, be used as match in the provision of social services; and

WHEREAS the Donor wishes to make a donation to support social services;

THEREFORE, the Provider Agency and the Donor agree to the following terms and conditions:

1. **Definitions** – For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:
 - A. **Donated Resources** means the total donation made by the Donor as match. Donated Resources may include cash donations and/or In-Kind Contributions.
 - B. **In-Kind Contributions** means property or services (except the services of volunteers) which benefit the contract program and which are contributed by a public entity without charge to the Provider Agency. Included as In-Kind Contributions are public contributions formerly designated as CCE (Certified Cash Expenditures). All In-Kind Contributions under this agreement are listed as Attachment A to this agreement.
2. **Term** – This agreement shall begin 01/01/2013 (date), and shall terminate on 12/31/2013 (date), barring any outstanding obligations of either party.
3. **Donated Resources** – The Donor agrees to provide Donated Resources in an amount totaling \$ 5,384.00 to the Provider Agency.

4. Provision of Donated Resources – During the term of this agreement, Donated Resources shall be contributed by the Donor to the Provider Agency as follows:

Payment (s)	Date Due	Cash	In-Kind*	Total
\$1,346.00	04/20/2013		\$1,346.00	\$1,346.00
\$1,346.00	07/20/2013		\$1,346.00	\$1,346.00
\$1,346.00	10/20/2013		\$1,346.00	\$1,346.00
\$1,346.00	01/20/2014		\$1,346.00	\$1,346.00
	TOTAL		\$5,384.00	\$5,384.00

* See Attachment A for In-Kind Contributions.

5. Administrative Control of Donated Resources – Except for the allowable Donor restrictions contained in paragraph 6 of this agreement, all Donated Resources contributed in cash to the Provider Agency under this agreement are donated on an unrestricted basis. This is to ensure that Donated Resources are under the administrative control of the Provider Agency. The Donor understands that if any portion of the donation is made as In-Kind Contributions, Attachment A to this agreement will be submitted with the agreement to vouch for the validity of these costs.
6. Donor's Restrictions – The Donor restricts the use of Donated Resources as follows

Type of Service: Transportation
Service Contract Title: Title XX
Service Contract #: 13AQHS

7. Provider Agency's Obligations – In consideration of the resources donated, the provider Agency agrees to use the Donated Resources in accordance with the restrictions contained in paragraph 6 of this agreement. The Provider Agency represents that the opportunity to honor the Donor's restrictions in the provisions of social services is available.

It is understood that the provision of services is subject to federal and State laws and administrative regulations and that services will be provided in a manner necessary to ensure compliance.

Upon request from the Donor, the Provider Agency shall make available to the Donor the annex(es) to the service contract specified in paragraph 6 of this agreement. In addition, upon request from the Donor, the Provider Agency shall make available to the Donor its reports to the State agency covering levels of service and program expenditures under the service contract. The Provider Agency shall not release confidential materials or information concerning persons served under the service contract.

8. Donor's Obligation – It is the Donor's obligation to provide the Donated Resources in the amount(s) and as scheduled in paragraph 4 of this agreement. The Donor understands that failure to meet the payment schedule in paragraph 4 of this agreement may result in the Provider Agency being unable to claim sufficient reimbursement to fund its social service program.

The Donor's obligation to provide the Donated Resources as specified in paragraph 4 of this agreement shall not be contingent upon the Donor's ability to produce sufficient In-Kind Contributions. The Donor agrees that if sufficient In-Kind Contributions are not available to meet its obligation to the Provider Agency, the balance of the donation will be paid in cash before this agreement terminates.

In cases in which In-Kind Contributions are made, the Donor agrees to submit to the Provider Agency monthly written reports attesting to the value of the In-Kind Contributions as they are applied to the social service program. The Donor understands that this report is required by the State agency as documentation of program expenses.

9. Donor's Representations – The Donor represents that the Donated Resources are not currently being used to match expenditures in another program.

In cases in which In-Kind Contributions are made, the Donor also represents that the value of the In-Kind Contributions listed in Attachment A to this agreement fairly represents their value to the social service program.

10. Indemnification – The Donor indemnifies and holds the Provider Agency harmless for any loss or disallowance of reimbursement that the Provider Agency may suffer due to the inaccuracy of any statement made in this agreement by the Donor.

11. Audit – The Donor agrees to cooperate in any audit of the source of the Donated Resources. An audit may be conducted by or on behalf of the Provider Agency, the Department, or the federal government.

The Donor understands that such an audit may include the sources of cash and/or In-Kind Contributions. The Donor further understands that it is responsible for maintaining sufficient documentation to support each kind of donation.

12. Entire Agreement – This document contains all the terms and conditions agreed to by the Provider Agency and the Donor. Any amendment or modification of this agreement must be approved by the Department.

BY:		BY:	
	Lisa Cerny, Director Department of Human Services		Robert M. Damminger, Freeholder Director County of Gloucester

NAME:	Lisa Cerny	NAME:	Robert M. Damminger
TITLE:	Director, Human Services	TITLE:	Freeholder Director
DONOR:	Division of Transportation Services	PROVIDER AGENCY:	County of Gloucester
DONOR ADDRESS:	115 Budd Blvd., West Deptford, NJ 08096	PROVIDER ADDRESS:	P.O. Box 337 Woodbury, NJ 08096
PHONE NUMBER:	856-384-6874	PHONE NUMBER:	856-853-3395
DATED:	12/07/2011	DATED:	12/07/2011

Donor Agreement # 13AQHS

Attachment A

In-Kind Contributions

List the total In-Kind Contributions applicable to each budget category. A detailed description of the In-Kind for each budget category is to be attached.

A.	Personnel Services		
B.	Consultants and Professional Fees		
C.	Materials and Supplies		
D.	Facility Costs		
E.	Specific Assistance to Clients		
F.	Other	\$5,384.00	\$5,384.00
TOTAL IN-KIND CONTRIBUTIONS		\$5,384.00	\$5,384.00

Donor Agreement # 13AQHS

ADDENDUM

ANNEX A
PROGRAM INFORMATION SECTION

AGENCY NAME: County of Gloucester

PROGRAM NAME: Division of Transportation Services

CONTRACT TERM: 1/1/2013 – 12/31/2013

CONTRACT #: 13AQHS

I. SERVICE TO BE PROVIDED: DTS provides advanced reservation, curb to curb transportation to non-emergency medical appointments for senior citizens, people with disabilities and low income residents. DTS receives applications from people with disabilities who are seeking transportation to vocational endeavors to enhance their work skills. Through the application process and outreach efforts, DTS is able to identify those in need of transportation services and fulfill our purpose by offering services to our most disadvantaged residents.

II. PROGRAM GOAL: Gloucester County DTS uses these funds to support vocational training transportation for disabled residents and low-income residents for their local appointments. DTS will continue their outreach efforts and offer services to those county residents in need.

III. TARGET POPULATION: DTS targets (a) people with disabilities who are in need of sheltered workshop transportation and (b) low income residents in need of transportation to non-emergency medical appointments and essential personal business.

- DTS has been providing transportation to these target populations under Title XX funding since 1988.
- People using the service need reliable and affordable transportation in order to access needed services. Without transportation, people would become shut-ins causing them to miss out on employment opportunities as well as needed medical attention.
- People served under this contract are financially disadvantaged and/or disabled which precludes them from owning an automobile. By being mobility challenged, people served under this contract are able to participate in activities that others take for granted.

IV. PROGRAM DESCRIPTION:

DTS uses these funds to transport low-income residents to non-emergency medical appointments and developmentally disabled adults to vocational training sites.

Through the application process and outreach efforts, DTS is able to identify those in need of transportation services and fulfill our purpose by offering services to our most disadvantaged residents.

V. ACCESS TO PROGRAM SERVICE:

Gloucester County residents are able to request transportation to the sheltered workshops in Gloucester County by completing and submitting an application to the Division of Transportation Services. Applications to the sheltered workshops @ St. John of God and the Abilities Center, both located in Westville, NJ, are reviewed by DTS staff to ensure the amount of time and additional miles are not excessive. Currently, Gloucester County Division of Transportation provides five vocational routes servicing the county's disabled population.

VI. PROGRAM OBJECTIVES:

a. OUTCOME OBJECTIVE(S)

The outcome objective is to provide Title XX eligible residents with greater access to non-emergency medical appointments and essential personal business appointments. Additionally, residents with developmental disabilities who are Title XX eligible, will receive greater access to vocational-training sites.

b. LEVEL OF SERVICE OBJECTIVE(S)

DTS has expanded service to meet the needs of eligible Gloucester County residents for a wide array of non-emergency medical services, dialysis-related transportation, vocational training sites, gainful employment and essential personal business which continues to exceed the capabilities of the Division of Transportation Services.

VII. MEASUREMENT:

a. OUTCOME OBJECTIVE(S)

To provide transportation to elderly, disabled and low-income residents of Gloucester County who are Title XX eligible. DTS identifies the success in goal achievement through a periodic review of goals and objectives in grant applications, reviews and the annual budget submission. DTS is annually obligated to update goals and objectives as part of their request for funding. As part of those requests, DTS staff reviews stated goals and measures success and/or failure to those goals.

b. LEVEL OF SERVICE OBJECTIVE(S)

DTS is proud in the level of service provided county-wide. Particular emphasis is concentrated on low-income residents. Municipalities such as Williamstown, Paulsboro, Westville and Woodbury have the highest concentrations of low-income residents and DTS provides a great deal of transportation to residents in these areas.

VIII. PROGRAM CHANGES/IMPROVEMENTS: (Based on your evaluation of your program)

a. OUTCOME OBJECTIVE(S) A change in the way DTS charges is being requested due to the low rate of reimbursement. Previously, Gloucester County DTS was charging \$1.00 per mile, and the amount of reimbursement falls short. Recent NTD reports calculated Gloucester County transported clients 248,790 miles at a cost of \$1,070,040. This would more accurately bring the cost per mile to around \$4.00.

b. LEVEL OF SERVICE OBJECTIVE(S) To be able to service as many Gloucester County elderly, disabled and low-income residents who are Title XX eligible.

c. PROGRAM IMPROVEMENTS/CHANGES YOU HAVE MADE OR WILL MAKE: The per mile change that is being suggested will more accurately reflect the services provided to Title XX eligible Gloucester County residents.

**Gloucester County Division Of
Transportation Services**

Program Name:

PERFORMANCE OUTCOMES

GOALS	OBJECTIVES		ACTIVITIES		PERFORMANCE OUTCOMES
1. To provide Title XX eligible residents with greater access to non-emergency medical appointments and essential personal business.	1.	Identify low-income residents who are without proper transportation options.	1.	Maintain open communication with Gloucester County Division of Social Services and low-income housing representatives.	1. To transport at least 48 unduplicated Title XX clients in 2013. Provide at least 2310 miles of service to eligible clients.
	2.	Maintain proper vehicle and driver levels to serve requests.	2.	Purchase vehicles and train drivers.	
	3.		3.		
	4.		4.		
	5.		5.		
2. To provide residents who have developmental disabilities (Title XX eligible) with greater access to vocational-training sites.	1.	Identify developmentally disabled adults who are lacking transportation to vocational training opportunities.	1.	Work with area sheltered workshops to quantify transportation needs.	2. To transport at least 14 unduplicated developmentally disabled adults to vocational training in 2013. Provide at least 15,183 miles of service to eligible clients.
	2.	Allow developmentally disabled adults to develop vocational skills by offering reliable transportation.	2.	Maintain proper vehicle and driver levels to address transportation requests.	
	3.		3.		
	4.		4.		
	5.		5.		
3.	1.		1.		3.
	2.		2.		
	3.		3.		
	4.		4.		
	5.		5.		
4.	1.		1.		4.
	2.		2.		
	3.		3.		
	4.		4.		

CERTIFICATE OF INSURANCE

**CERTIFICATES FOR 2013
WILL BE ISSUED AFTER DECEMBER 1, 2012 /
ORIGINAL WILL BE SENT DIRECTLY TO
GRANTOR**

CERTIFICATE OF
INCORPORATION

N/A

ATTACHED BUSINESS
REGISTRATION
CERTIFICATE



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	COUNTY OF GLOUCESTER
Trade Name:	TREASURERS OFFICE
Address:	COURT HOUSE WOODBURY, NJ 08096
Certificate Number:	0385505
Effective Date:	July 01, 1966
Date of Issuance:	July 15, 2011

For Office Use Only:

20110715095226523

STANDARDIZED BOARD RESOLUTION FORM

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

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

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

- A. A covered entity (as defined in 45 CFR 160.103)
- B. A non-covered entity and has executed a DCF Business Associate Agreement (BAA) last dated 1/18/12.
- C. A non-covered entity that will not be receiving or sharing personal health information.

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

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

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

2. **Legal Advice**

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

3. **Public Law 2005, Chapter 51**

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

4. **Public Law 2005, Chapter 92**

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

2013 BUSINESS ASSOCIATE
AGREEMENT

THE 2012 BAA INCLUDED IN
OFFICIAL CONTRACT FILE IS
APPLICABLE

2013 PAYMENT SCHEDULE

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

ORIGINAL
 MOD#

DIVISION: DYFS ORG CODE: 1640 CONTRACT NO.: 13AQHS CONTRACT PERIOD: January 1, 2013 TO December 31, 2013
 PROVIDER NAME: Gloucester Co DHS - Transportation

SERVICE PERIOD	COMPONENT #1	COMPONENT #2	COMPONENT #	ESTIMATED CLAIM					
MONTH/YEAR	Transportation XX APU:	Transportation VOC APU:	APU:	APU:	APU:	APU:	APU:	MONTHLY	YTD
January-12	\$769	\$4,292						\$5,061.00	\$5,061.00
February-12	\$769	\$4,292						\$5,061.00	\$10,122.00
March-12	\$769	\$4,292						\$5,061.00	\$15,183.00
April-12	\$769	\$4,292						\$5,061.00	\$20,244.00
May-12	\$769	\$4,292						\$5,061.00	\$25,305.00
June-12	\$769	\$4,292						\$5,061.00	\$30,366.00
July-12	\$769	\$4,292						\$5,061.00	\$35,427.00
August-12	\$769	\$4,292						\$5,061.00	\$40,488.00
September-12	\$769	\$4,292						\$5,061.00	\$45,549.00
October-12	\$769	\$4,292						\$5,061.00	\$50,610.00
November-12	\$769	\$4,292						\$5,061.00	\$55,671.00
December-12	\$774.00	\$4,288.00						\$5,062.00	\$60,733.00
TOTALS	\$9,233.00	\$51,500.00						\$60,733.00	\$60,733.00

ORIGINAL CONTRACT CEILING \$60,733.00 MOD# 1 MOD# 2 MOD# 3 MOD# 4

AUTHORIZED PROVIDER SIGNATURE: _____ DATE: _____
 CONTRACT SUPERVISOR SIGNATURE: Robert M. Damminger, Freeholder Director DATE: _____

EXPENDITURE SUMMARY: NONE MONTHLY QUARTERLY OTHER
 COST RELATED NON COST RELATED ADVANCE PAYMENT: NONE MONTHLY

REIMBURSEMENT: REIMBURSABLE CONTRACT CEILING: \$60,733.00

- PERIODIC REPORTED EXPENDITURES
- INSTALLMENTS
- PROVISIONAL
- FIXED RATE

FY: 2012 AMOUNT: \$30,366 FY: 2013 AMOUNT: \$30,367

EH

RESOLUTION AUTHORIZING THE FREEHOLDER DIRECTOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE COUNTY AND NJ TRANSIT TO CLOSE-OUT PREVIOUS TRANSPORTATION GRANT AGREEMENT UNDER THE FY'2011 RURAL TRANSPORTATION GRANT WITH A \$0.00 REMAINING BALANCE

WHEREAS, the County of Gloucester receives grant funds via NJ Transit's Section 5311 Revenue; and

WHEREAS, NJ Transit requests the formal close-out of said grant funds with the County of Gloucester for the period July 1, 2010 to June 30, 2011; and

WHEREAS, the original grant amount included \$157,870.00 in federal and state grants funds with a total reimbursable amount of \$157,870.02; and

WHEREAS, Division of Transportation Services (DTS) staff under the Gloucester County Department of Human Services, as well as the Budget Office of the County of Gloucester, have reviewed the close-out figures and are in agreement with NJ Transit.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County and Gloucester that the County of Gloucester does hereby authorize close-out of the grant agreement with NJ Transit for the period July 1, 2010 to June 30, 2011 and hereby agree that all funds have been expended.

BE IT FURTHER RESOLVED, that the Freeholder Director and Clerk of the Board be and are hereby authorized to execute said Agreement on behalf of the County of Gloucester and to execute any and all documents necessary to effectuate said Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on December 19, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK



24

October 25, 2012

Ms. Lisa Cerny, DTS Coordinator
Gloucester County Department of Human Services
Division of Transportation
115 Budd Blvd.
West Deptford, NJ 08096

RE: 2011 Section 5311 Closeout Balance

Dear Ms. Cerny:

Attached please find the **original closeout forms** which will enable NJ TRANSIT and **Gloucester County** to close out the Section 5311 Contract for the period from **July 1, 2010 to June 30, 2011**. Please review the figures and have the appropriate person sign on the space provided at the top of the form.

Please note, if you have a disagreement with the closeout numbers, try to be as specific as possible when contacting our office regarding where the difference exists. We also view this as an opportunity to resolve any unpaid billings which for whatever reasons were never received and/or paid.

Please review, sign, and **return all original closeout forms** to me via US mail **with original signatures** no later than **45** days from the date of this letter. Once a fully signed closeout form is returned, please contact your Regional Program Administrator regarding a contract modification letter which will apply any available balance to the appropriate contract.

Should you have any questions, please do not hesitate to contact me at 973-491-8145.

Thank you.

Sincerely,

Kim Dobson

Kim Dobson, Senior Accountant
NJ TRANSIT, Community Mobility

KD:er

cc:

Steven R. Fittante, Director, Local Programs
Anna Magri, Manager, Local Programs
Mary Hadley, Regional Program Administrator
Lucilia Goodarz, Principal Financial Planning Analyst

SECTION 5311
CONTRACT CLOSEOUT

25-Sep-12

Grantee: GLOUCESTER COUNTY

Agreement Term: From: 1-Jul-10 To: 30-Jun-11

Total Funding: \$157,870.00
(Federal/State)

In consideration of the payments received, we hereby release NJ TRANSIT/NJT Bus/NJT Rail and its agents from all claims and liability of whatsoever nature for anything done or furnished or in any manner growing out of the performance of this agreement.

Signature of Authorized Certifying Official: _____ Date: _____

Type Name: Robert M. Damminger, Freeholder Director

BUDGETED EXPENDITURES REPORT

<u>Project Final Budget:</u>	<u>Total Expenses Reimbursed:</u>
<u>Local Admin:</u>	<u>Local Admin:</u>
Federal \$ <u>5,000.00</u>	Federal \$ <u>5,000.02</u>
State \$ <u>625.00</u>	State \$ <u>625.00</u>
Total \$ <u>5,625.00</u>	Total \$ <u>5,625.02</u>
 <u>Operating:</u>	 <u>Operating:</u>
Federal \$ <u>101,496.67</u>	Federal \$ <u>101,496.67</u>
State \$ <u>50,748.33</u>	State \$ <u>50,748.33</u>
Total \$ <u>152,245.00</u>	Total \$ <u>152,245.00</u>
 <u>Capital:</u>	 <u>Capital:</u>
Federal \$ <u>0.00</u>	Federal \$ <u>0.00</u>
State \$ <u>0.00</u>	State \$ <u>0.00</u>
Total \$ <u>0.00</u>	Total \$ <u>0.00</u>
 <u>Grand Total:</u> <u>\$157,870.00</u>	 <u>Grand Total:</u> <u>\$157,870.02</u>

FOR NJ TRANSIT USE ONLY

Approvals: Supervisor _____
Director: _____

GLOUCESTER COUNTY

25-Sep-12

SECTION 5311 - JULY 1, 2010 TO JUNE 30, 2011

TOTAL FUNDING \$157,870.00

FEDERAL SHARE AND NJ TRANSIT SHARE

CATEGORY	BUDGET	TOTAL EXPENSES	BALANCE
ADMINISTRATION	\$5,625.00	\$ 5,625.02	(\$0.02)
OPERATING	<u>152,245.00</u>	152,245.00	0.00
GRAND TOTAL	\$157,870.00	\$157,870.02	(\$0.02)

EXPENDITURES BREAKDOWN

CATEGORY	EXPENSE PERIOD	CHECK NUMBER	CHECK DATE	AMOUNT
OPERATING	July 2010	235663	4/18/2011	\$ 11,420.06
	August 2010	235663	4/18/2011	11,370.91
	September 2010	244474	6/24/2011	11,232.76
	October 2010	244474	6/24/2011	1,511.49
	November 2010	253663	4/18/2011	1,403.43
	December 2010	248866	7/26/2011	4,282.84
	January 2011	248866	7/26/2011	15,930.71
	February 2011	253109	8/25/2011	16,248.86
	March 2011	293765	7/26/2012	16,638.65
	April 2011	248866	7/26/2011	22,995.17
	May 2011	248866	7/26/2011	23,274.19
	June 2011	269635	1/6/2012	15,935.93
				<u>\$ 152,245.00</u>
ADMINISTRATION	July 2010	274325	2/10/2012	\$ 471.73
	August 2010	274325	2/10/2012	471.73
	September 2010	274325	2/10/2012	465.44
	October 2010	244474	6/24/2011	92.38
	November 2010	274325	2/10/2012	92.38
	December 2010	244474	6/24/2011	98.28
	January 2011	274325	2/10/2012	1,043.96
	February 2011	274325	2/10/2012	856.31
	March 2011	274325	2/10/2012	1,050.13
	April 2011	274325	02/10/212	805.78
	May 2011	274325	2/10/2012	176.90
			<u>\$ 5,625.02</u>	

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**RESOLUTION RATIFYING THE GLOUCESTER COUNTY PROSECUTOR'S
CONTINUATION OF A MEMORANDUM OF UNDERSTANDING WITH THE
UNITED STATES SECRET SERVICE FOR THE FUNDING OF THE
ELECTRONIC CRIMES TASK FORCE IN THE COUNTY**

WHEREAS, the Gloucester County Prosecutor has a need to continue to receive funding from the United States Secret Service, to provide funding for the Electronic Crimes Task Force in Gloucester County; 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 a Memorandum of Understanding and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the Memorandum of Understanding and in its attachments is true and correct; and

WHEREAS, the Gloucester County Prosecutor's Office has signed the Memorandum of Understanding and has submitted the Memorandum of Understanding to the Department of Human Services for review, Department of Human Services 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 United States Secret Service; and

WHEREAS, the Gloucester County Board of Chosen Freeholders acknowledges that the amount of the funds to be requested is for a total amount of \$6,000.00, 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 Gloucester County Board of Chosen Freeholders hereby ratifies the Gloucester County Prosecutor's continuation of the Memorandum of Understanding in connection with the funding of the Electronic Crimes Task Force in Gloucester County by the United States Secret Service.
2. The Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the funding authority as referred to above and shall provide any necessary additional assurances as may be required.
3. The Director of the Board and the Clerk of the Board are hereby authorized to execute any and all documents necessary to complete the process of acquiring and applying the funds.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held December 19, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK



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BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Dammingier

FREEHOLDER LIAISON
Vincent H. Nestore Jr.



TO: Billie Jo Scott

DEPARTMENT: Prosecutors Office

GRANT TITLE: Electronic Crimes Task Force

DATE: December 5, 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

DEPARTMENT OF HUMAN
SERVICES

DIRECTOR
Lisa A. Cerny

P.O. Box 337
Woodbury, NJ 08096

Phone: 856.384.6870
Fax: 856.384.0207

lcerny@co.gloucester.nj.us

www.gloucestercountynj.gov

FREEHOLDER MEETING: December 19, 2012

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: 11/19/12

1. TYPE OF GRANT
 NEW GRANT
 X RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 11-258

2. GRANT TITLE: Electronic Crimes Task Force

3. GRANT TERM: FROM: 10/1/12 TO: 9/30/13

4. COUNTY DEPARTMENT: Prosecutor's Office

5. DEPT. CONTACT PERSON & PHONE NUMBER: Billie-Jo Scott 384-5532

6. NAME OF FUNDING AGENCY: United States Secret Service

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): The United States Secret Service is providing the Gloucester County Prosecutor's Office with \$6,000 in continuation funding for our Electronic Crimes Task Force. Funds can be utilized for any equipment and/or training needs. Funds for the current period will be utilized for a digital voice recording equipment, computer hardware, computers, video display monitors in interview rooms, , digital video enhancement software, external data storage, and other data equipment. This is the fourth year that the US Secret Service has provided the Prosecutor's Office with funding.

8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK " * "):

NAME	AMOUNT	NAME	AMOUNT

9. TOTAL SALARY CHARGED TO GRANT: \$ 0

10. INDIRECT COST (IC) RATE: %

11. IC CHARGED TO GRANT \$

12. FRINGE BENEFIT RATE CHARGED TO GRANT: %

BUDGET AMENDMENT FORM

INCLUDE GRANT AGREEMENT AND/OR COMMITMENT LETTER, ATTACH (AMENDED) BUDGET PAGE WITH COUNTY BUDGET EXPENEDITURE EXPLANATIONS (C-2 FORM) AND CODE NUMBER (PER BUDGET MANUAL).

DATE: 11/19/12

1. GRANT TITLE: Electronic Crimes Task Force

2. DEPARTMENT: Prosecutor's Office

3. GRANT ID NUMBER: STATE: _____

FEDERAL: N/A

4. FUNDING AGENCY CONTACT PERSON: S/A Kent Lyons

5. FUNDING AGENCY PHONE NUMBER: 215-446-6424

6. GRANT AMOUNT: \$6,000

7. A. CASH MATCH AMOUNT: _____
(Attach mandated documentation)

B. IN-KIND MATCH: _____

C. MODIFICATION AMOUNT: _____

D. NEW TOTAL: _____

8. CONTRACT PERIOD: FROM: 10/1/12 TO: 9/30/13

9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: _____

REIMBURSEMENT: MONTHLY: _____

QUARTERLY: _____

END OF CONTRACT: _____

OTHER (EXPLAIN) Upon submission of copies of purchase orders

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

LIST DATES REPORTS ARE DUE: _____

BUDGET NARRATIVE
ELECTRONIC CRIMES TASK FORCE
OCTOBER 1, 2012 – SEPTEMBER 30, 2013

411 REPRODUCTION SUPPLIES

To purchase ink and toner cartridges for the printer equipment to be purchased out of the Data Processing Equipment Line Item. (\$375) These printers will be utilized for undercover operations and by NCIC (National Crime Information Center) Terminal Operators within the Prosecutor's Office.

652 DATA PROCESSING EQUIPMENT

To purchase a Wireless Access Point (Router) for the first floor of the Gloucester County Prosecutor's Office. (\$750) To enhance the ability to perform undercover investigations through various means of media and equipment at the Prosecutor's Office. The device will allow the investigators to use various devices that will not be required to be hard wired to the undercover internet modem so they can work from their own desks instead of having to move their computers to the High Tech Crimes Unit each time they need to make undercover contact.

To purchase two air-print (wireless) printers for use with undercover investigations. (2 @ \$225) These printers will be utilized with the above equipment only during undercover operations for evidentiary purposes. Investigators will be able to print hard copies of communications on the undercover network line when needed to ensure that the necessary evidence is obtained. Network printers will be utilized for normal printing purposes and whenever otherwise possible.

To purchase a small network printer by use of NCIC (National Crime Information Center) terminal operators. (\$275) NCIC is a computerized index of criminal justice information (i.e.- criminal record history information, fugitives, stolen properties, missing persons). It is available to Federal, state, and local law enforcement and other criminal justice agencies and is operational 24 hours a day, 365 days a year. Due to recent retirements and re-assignments we have had to train different staff regarding this system. Individuals must be able to print to printers with limited access by other users. The new persons trained on this system are not located on the same floors as other users. It is more cost effective to purchase this printer than to have these employees have to travel to printers on other floors numerous times during the day. The network multifunction machines will be utilized for their other print jobs.

To purchase a 1 to 5 CD/DVD duplicator. (\$1,400) This machine will allow us to save evidence from USB Devices/Flash Memory directly to CD/DVDs and also make 5 copies of a CD/DVD at one time. Our office copies thousands of CDs and DVDs each year for evidentiary and discovery purposes. Copies are made by numerous staff members on all three floors of our office. This will replace one of our machines that the drives are starting to wear out on. In addition the new machines are much quicker at copying.

To purchase digital voice recording equipment (approximately \$750.00) for investigative personnel. The equipment can be used for the recording and capturing of voice calls, which could include landline or cellular phones that may be required and necessary throughout the course of investigations. The purchase may consist of digital voice recorders and/or recording, listening, and monitoring equipment.

To purchase additional computer equipment to be utilized by the High Tech Crimes Unit and/or other staff members as needed. (\$1,000) Equipment may include but not limited to external hard drives, USB drives, RAM (Random Access Memory). A review of current equipment that may need replacement and/or desired equipment will be made and purchased with these funds.

653 DATA PROCESSING SOFTWARE

To purchase Internet Evidence Finder and/or Art & Dart Software for the High Tech Crimes Unit. (\$1,000) This will allow us to purchase some new forensic software that is highly rated and compare it to software currently being utilized to determine which is more cost effective and has better capabilities to determine if we can eliminate current software we have. The software will be installed on an existing computer that meets the minimum hardware requirements for video/image enhancements and will be made available to all investigative units within the Prosecutors' Office as well as any municipal, State or Federal law enforcement agency that is requesting assistance.

LINE ITEM NARRATIVE
ELECTRONIC CRIMES TASK FORCE
OCTOBER 1, 2012 - SEPTEMBER 30, 2013

411 REPRODUCTION SUPPLIES	375
652 DATA PROCESSING EQUIPMENT	4625
653 DATA PROCESSING SOFTWARE	1000
TOTAL	6000

Scott, Billie Jo

From: KENT LYONS (PHL) <kent.lyons@uss.s.dhs.gov>
Sent: Wednesday, November 14, 2012 3:13 PM
To: LaPorta, Steve; Scott, Billie Jo
Subject: TEOAF/JOPS Funding FY 2013
Attachments: GCPO TEOAF MOU FY 2013.doc

Follow Up Flag: Follow up
Flag Status: Flagged

Steve/ Billie Jo-

GCPO has been authorized a total of \$6,000.00 in TEOAF/JOPS funding this year. The calendar year will cover from 10/01/12 – 09/30/13. The JOPS funding is allocated to the Gloucester County Prosecutor's Office per the original MOU distributed three years ago. The GCPO and USSS are still working under the auspice of the original email. For this new fiscal year we will update the MOU with new signatures and dates. I have attached the MOU template for approval. Once all signatures are obtained I will email a final version.

This year's quarterly guideline dates for FY 2013 are as follows:

- 2/8/13-----1st (25%) of funds expended
- 4/8/13-----2nd (50%) of funds expended
- 7/1/13-----3rd (75%) of funds expended
- 9/30/13-----4th (100%) of funds expended

Let me know if you have any questions.

Thanks,
Kent

Kent Lyons
U. S. Secret Service
Philadelphia Field Office
Cell - 215-266-7623
Desk - 215-446-6424
Fax - 215-861-3311

All e-mail to/from this account is subject to official review and is for official use only. Action may be taken in response to any inappropriate use of the Secret Service's e-mail system. This e-mail may contain information that is privileged, law enforcement sensitive, or subject to other disclosure limitations. Such information is loaned to you and should not be further disseminated without the permission of the Secret Service. If you have received this e-mail in error, do not keep, use, disclose, or copy it; notify the sender immediately and delete it.

- (b) All reimbursement hours of overtime costs and all other expenses covered under this MOU must be approved and certified by the U.S. Secret Service Task Force supervisor. The reimbursable overtime payments will be based upon the actual hourly overtime rate, exclusive of matching employer contributions for any taxes or benefits.
- (c) The U.S. Secret Service Task Force supervisor will forward all approved reimbursement requests through the Special Agent in Charge (SAIC) Criminal Investigative Division, Office of Investigations, to the Treasury Forfeiture Fund's payment agent, the U.S. Customs National Finance Center (NFC).
- (d) During the period of assignment to the Philadelphia Area Electronic Crimes Task Force, the Gloucester County Prosecutor's Office will remain responsible for establishing the salary and benefits, including overtime of the officer(s) assigned to the Task Force and making all payments due them. Reimbursement under this MOU is contingent upon the availability of mandatory funds allocated to the U.S. Secret Service through the Department of the Treasury Forfeiture fund.
- (e) The Gloucester County Prosecutor's Office shall permit and have readily available for examination and auditing by the U.S. Secret Service, the Department of Treasury, the Comptroller of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. They shall maintain all such records and reports until all audits and examinations are completed and resolved, or for a period of three (3) years, which ever is sooner.
- (f) Payments may be made to the extent they are included in the U.S. Secret Service Fiscal Year Plan and the monies are available within the Department of Treasury Forfeiture Fund to satisfy the request(s) for reimbursable expenses. It should also be understood that the total amount(s) made available to the U.S. Secret Service through the Department of the Treasury Forfeiture Fund, for reimbursement to the Gloucester County Prosecutor's Office, could change at any time.
- (g) Pursuant to the Treasury Executive Office for Asset Forfeiture (TEOAF) directive number 18, the maximum reimbursement entitlement for overtime costs to any one law enforcement official cannot exceed fifteen-thousand (\$15,000.00) dollars during the fiscal year.

- (h) This document does not obligate funds. Funding authority will be provided through other documents.

- (i) The Gloucester County Prosecutor's Office shall provide the U.S. Secret Service within 10 days of the signing of this MOU, with their agency's mailing address, contact name, telephone number and tax identification number. Further, this agency must provide the name, account number and ABA routing number of the financial institution where the Gloucester County Prosecutor's Office wants the Electronic Funds transfer (EFT) payment deposited for the reimbursement of overtime salary costs. Failure to provide this information within the prescribed period of time will nullify this MOU agreement.

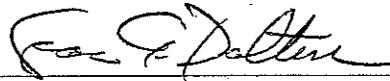
IV. REVISIONS

The terms of this MOU may be amended upon the written approval of both the Gloucester County Prosecutor's Office and the U.S. Secret Service. Such amendment is effective upon the date of approval.

U.S. Secret Service
Philadelphia Field Office

Gloucester County
Prosecutor's Office

SAIC Cynthia Wofford



Sean F. Dalton
Gloucester County Prosecutor

Date: _____

Date: _____

SAIC Jonathan Bartlett
U.S. Secret Service, Office of Investigations
Criminal Investigative Division

Date: _____

RESOLUTION AMENDING THE COUNTY PARKS AND RECREATION RULES AND REGULATIONS UNDER ADMINISTRATIVE CODE SECTIONS PRK-4 AND PRK-6; ADOPTING THE PARKS AND RECREATION AND PITMAN GOLF COURSE ADVERTISING POLICIES AS SECTIONS PRK-8 AND GLF-8 RESPECTIVELY; AND AUTHORIZING THE SALE OF SPECIFIED ADVERTISING CONCESSIONS PURSUANT TO PRK-8 AND GLF-8

WHEREAS, Gloucester County owns and operates certain park areas and the Pitman Golf Course in the County through its Parks & Recreation Department; and

WHEREAS, the County Parks and Recreation Rules and Regulations, which are a part of the County Administrative Code at Section PRK-4, Policies and Procedures, provide for the orderly operation and management of its park areas. The Parks and Recreation Manual, PRK-6, also contains such Rules and Regulations; and

WHEREAS, it has become appropriate to amend those Rules and Regulations in their entirety, as attached, in order to meet the current needs of the public and the current state of the law, to continue to provide user-friendly and safe facilities, and to improve the organizational format of the Policies and Procedures; and

WHEREAS, the County further desires to institute the Gloucester County Parks and Recreation Advertising Policy and the Pitman Golf Course Advertising Policy in order to generate funds to defray the expenses of operating and maintaining the various Parks and Recreation facilities; and

WHEREAS, both the Gloucester County Parks and Recreation Advertising Policy (attached) and the Pitman Golf Course Advertising Policy (attached) will be incorporated into the County Administrative Code as Sections PRK-8 and GLF-8 respectively; and

WHEREAS, the Gloucester County Parks and Recreation Advertising Policy will apply to James G. Atkinson Memorial Park, Scotland Run Park and Greenwich Lake Park. No advertising of any kind will be permitted at Red Bank Battlefield Park; and

WHEREAS, the Gloucester County Parks and Recreation Advertising Policy will fulfill the aforesaid need to generate funds to defray the expenses of operating Gloucester County's parks through the sale of advertising signs and flags at various locations in those park areas; and

WHEREAS, the Pitman Golf Course Advertising Policy will also fulfill such need to generate funds to defray the expenses of operating the Pitman Golf Course through the sale of advertisements on scorecards; and

WHEREAS, the sale of such advertisements at both locations must be implemented in accordance with the applicable administrative regulations under the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, pursuant to N.J.A.C. 5:34-1.2(b)3, the use of public space or facilities for advertising in exchange for fee services is considered a "concession" under the New Jersey Local Public Contracts Law; and

WHEREAS, pursuant to N.J.A.C. 5:34-9.4(d), the County has determined that there is negligible risk and cost in selling such advertising concessions, and that there is a benefit in the form revenues generated by the advertising prices as described herein; and

WHEREAS, pursuant to N.J.A.C. 5:34-9.4(g)1, because the total value of each concession, which values are fixed as described below, is less than the New Jersey Local Public Contracts Law bid threshold, each advertising concession may be awarded by informal quotations; and

WHEREAS, the advertising concessions to be awarded, their locations, and the price for each concession, are specifically described as follows:

Fences (Atkinson, Scotland Run and Greenwich Lake Parks):

- Type of advertising signs
 - Baseball or Tennis ball Design (Circular)
- Specs-2.5' in circumference
- Terms (1 year)
- Cost per term - \$300
- Includes Atkinson Park ball field backstops (rear portion, lower half only)

Light poles (Atkinson, Scotland Run and Greenwich Lake Parks):

- Type of advertising signs and/or donations
 - Avenue Flags/Street Pole Flags
 - Overall 2'w by 2'h with a graphic design area 2'w by 1.75'h
- Terms (1 year)
- Cost per term - \$250

Bathroom Exterior Walls (Atkinson, Scotland Run and Greenwich Lake Parks):

- Type of advertising signs and/or donations
 - Square Sign
 - Overall 2'w by 2'h with a graphic design area 2'w by 1.75'h
- Terms (1 year)
- Cost per term - \$200

Amphitheater: Atkinson Park

- Type of advertising signs
 - Medallion type
 - 6' in circumference
- Terms (1 year)
- Cost per term - \$1,000

Pitman Golf Course Scorecards:

- Three printed advertisements
- Term (1 year/ approx. 50,000 cards)
- Cost for each ad per term - \$1,000

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

1. That the attached amended Gloucester County Parks and Recreation Rules and Regulations, under Administrative Code Sections PRK-4, Policies and Procedures, and PRK-6, Manual, are hereby approved.
2. That the attached Gloucester County Parks and Recreation Advertising Policy is hereby approved and adopted and included in the County Administrative Code as Section PRK-8.
3. That the attached Pitman Golf Course Advertising Policy is hereby approved and adopted and included in the County Administrative Code as Section GLF-8.
4. That the County Administrator or his designee is hereby authorized to implement the selling of advertising concessions at the specified locations in Atkinson Memorial Park, Scotland Run Park and Greenwich Lake Park pursuant to the County Parks And Recreation Advertising Policy in accordance with the applicable administrative regulations under the Local Public Contracts Law.

5. That the County Administrator or his designee is hereby authorized to implement the selling of advertising concessions on the Pitman Golf Course scorecards pursuant to the Pitman Golf Course Advertising Policy in accordance with the applicable administrative regulations under the Local Public Contracts Law.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, December 19, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

GLoucester County Park Rules and Regulations

Dear Park Visitor,

These "Rules and Regulations" were designed to inform you of the rules and regulations governing our County parks. It is our belief that it is essential to strictly enforce these rules in order to meet the needs of the parks and the vast number of visitors who wish to utilize the park system as it was intended.

Park Rangers will be constantly on duty to not only enforce the park regulations but to assist you and your family in whatever way possible. This is your park; help us keep your recreational investment at a premium.

SECTION 1.

The provisions herein relate to the parks, streams, lakes and recreational areas within the jurisdiction of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey. These rules and regulations shall apply to any and all facilities, structures and natural resources that are part of the Gloucester County Park System, hereinafter referred to as "Park Areas"; and to all persons who enter upon or use the said areas.

SECTION 2.

While in Park Areas, all persons shall conduct themselves in a proper and orderly manner, and in particular,

NO PERSON SHALL:

- (a) Willfully mark, vandalize, disturb, interfere with, destroy, deface, disfigure, injure, tamper with or displace or remove any property, natural feature, tree, plant, building, bridge, table, bench, fireplace, railings, paving, water lines or other public utilities or parts or appurtenances thereof, signs, notices or placards, whether temporary or permanent, monuments or other structures or equipment, facilities or County property or appurtenances whatsoever.
- (b) Construct or erect any building or structure of whatever kind, whether permanent or temporary in character, or run or string any public utility into, upon or across any Park area.
- (c) Molest, harm, frighten, pursue, kill, trap, chase, tease, or throw any object at any wild animal or bird, or remove or take into his/her possession the young of any wild animal or bird, or the eggs or nest of any wild animal or bird.
- (d) Hunt in Park Areas; or to build, erect or use any hunting type tree stands or blinds.
- (e) Throw, discharge, or otherwise place or cause to be placed in the waters of any fountain, pond, lake, stream or other body of water in or adjacent to any part of any tributary, stream, storm sewer, or drain flowing onto such water, any substance, whether solid, liquid or gas, which may result in the pollution of said waters, including but not limited to those materials designated as hazardous waste pursuant to N.J.S.A. 58:10-23.11b.
- (f) Dump or leave in any of the Park Areas any trash or refuse of any kind whatsoever, but shall place all trash or refuse in the proper receptacles where provided, and wherever receptacles may not be available, all such trash or refuse shall be carried away from Park Areas. No such trash or refuse shall be placed in any waters in or contiguous to Park Areas.
- (g) Drive any motorized vehicle in any Park Area except on park roads, drives or designated parking areas established for such purpose, or leave a motorized vehicle standing or parked at night in established parking areas or elsewhere in Park Areas.
- (h) Drive or use ATV's, or other such motorized off-road vehicles in any Park Areas, as such use is strictly prohibited.
- (i) Ride a bicycle on other than a paved vehicular road or path designated for that purpose; and to leave a bicycle lying on the ground or paving, or set against trees, or in any place or position where other persons may trip over or be injured by them.

- (j) Bring into or release into any Park Area any pet or other animal of any species, whether domestic or wild, native or non-native. This provision shall not apply to the use of "guide dogs," "service dogs," or "seeing eye" dogs by handicapped persons (see N.J.S.A. 10:5-1 et seq.), or to the use of working dogs by members of a police, fire, law enforcement or other related emergency service agency (see N.J.S.A. 10:5-29.7 et seq).
- (k) Indecently expose oneself, or dress or undress on any beach or in any vehicle, toilet or any other open or enclosed Park Area.
- (l) Swim, bathe or wade in any lake, stream or other body of water in Park Areas.
- (m) Launch, dock or operate a boat of any type or character in any lake, stream or other body of water in any Park Area.
- (n) Use, carry, possess, or discharge firearms or weapons of any kind or description, including, but not limited to, air-rifles, spring-guns, bows-and-arrows, slings, paintball guns, blank guns or any other forms of weapons potentially harmful to wildlife or dangerous to human safety, or any instrument that can be loaded with and fire blank cartridges, or any kind of trapping device. Shooting into Park Areas from beyond the borders thereof is strictly forbidden. This provision shall not apply to the organized battlefield reenactments performed pursuant to formal agreement with the County at the annual 18th-Century Field Day at Red Bank Battlefield.
- (o) Picnic in a place other than those designated for that purpose. Use of individual tables, benches and grills will be on a "first come, first served" basis unless reservations are approved in advance by the Gloucester County Parks and Recreation Department.
- (p) Leave a picnic area before a grill fire is completely extinguished and before all trash in the nature of boxes, paper, cans, bottles, garbage, litter and other refuse is placed in the disposal receptacles where provided. If no such trash receptacles are available, then all refuse and trash shall be carried away from the area by the picnicker to be properly disposed of elsewhere.
- (q) Set up tents, shacks, or any other temporary shelter for the purpose of overnight camping, nor shall any person leave in the Park Areas after closing hours any movable structure or special vehicle to be used for such purposes, such as a house trailer, camp trailer, camp wagon, or the like.
- (r) Throw or otherwise propel objects or projectiles (other than soft-style balls or frisbees) such as stones, arrows, javelins, model airplanes, or any similar objects, except in any areas that may be designated for such types of sports or recreation.
- (s) Bring in or utilize propane tanks in any Park Area.
- (t) Park in a designated Handicapped Parking space without a State Division of Motor Vehicles identifying license plate with the "H" and international symbol of a wheelchair, or a State Division of Motor Vehicles dashboard identification with the international symbol.
- (u) Park a motorized vehicle in any area not designated for parking.
- (v) Feed any geese at any time. Any person who violates this provision shall be subject to ejection from the park and/or a fine up to a maximum of \$100, or both.
- (w) Ride or bring a horse into any of the Park Areas.
- (x) Utilize any metal detector in any Park Area, except in the Scotland Run Park beach area.
- (y) Plant, pick, dig, remove, injure or destroy any vegetation, soil or water from any Park Area.
- (z) Possess or consume alcoholic beverages, drugs, drug paraphernalia or narcotics in any Park Area; nor shall any person be permitted in any Park Area under the influence of intoxicating beverages, drugs, or narcotics. Violation of this subsection (a) shall be punishable by a fine in the sum of \$200, or imprisonment in the County Jail for a maximum of 90 days, or both. Any alcohol will be seized and confiscated by the Park Rangers.
- (aa) Utilize or smoke any tobacco in any indoor structures located in any Park Area, except that tobacco use shall be permitted outdoors, except where specifically prohibited.
- (bb) Paste, glue, tack or otherwise post any sign, notice, placard, advertisement, or inscription whatever, nor beg, solicit, sell, or attempt to perform such acts, except as specifically provided in Sections 4 and 5 below.

- (cc) Engage in any commercial uses or enterprises, including, but not limited to the offering of services, soliciting, selling or peddling any liquids or edibles for human consumption, or distribute circulars, or to hawk, peddle, or vend any goods, ware or merchandise in any Park Area, except as specifically provided in Sections 4 and 5 below.
- (dd) Enter into or remain in any park building, section thereof or any other area which may be reserved or designated for the use of the opposite sex. Exception is made for children under six (6) years of age.
- (ee) Solicit or beg for money, alms or other contributions for any purpose in such a way that causes annoyance or alarm to others, or obstructs the free and convenient passage of others.
- (ff) Build, attempt to build, light or maintain a fire in any Park Area at any time, except in such areas and under such terms and conditions as may be contained in these rules and regulations regarding picnic grills. Nor shall a person drop, throw, or otherwise scatter lighted matches, burning cigarettes or cigars, tobacco paper or any other inflammable material within any Park Area.
- (gg) Possess, discharge, or set off in any Park Area any fire crackers, rockets, or any fireworks of any kind. This provision shall not apply to the organized battlefield reenactments performed pursuant to formal agreement with the County at the annual 18th-Century Field Day at Red Bank Battlefield.
- (hh) Enter any area posted as "Closed to the Public", nor shall any person use, or abet the use of, any area in violation of posted notices, including but not limited to parking in areas designated for the handicapped.
- (ii) Gamble or participate in or abet any game of chance in any Park Area.
- (jj) Sleep or protractedly lounge on the seats or benches, or engage in loud, boisterous, threatening, abusive, insulting or indecent language, or engage in any disorderly conduct or behavior tending to be a breach of the public peace.
- (kk) Block, obstruct, or interfere with vehicular or pedestrian traffic on any road, drive, parking area, trail, walkway, pathway or common area, nor occupy or interfere with access to any park structure or lavatory in a manner that interferes with its intended use by visitors to Park Areas or by park personnel.
- (ll) Publicly urinate or defecate in any Park Area; all persons shall be clothed sufficiently to conform with commonly accepted standards of dress for recreational apparel.

SECTION 3.

- (a) Lakes, streams and other bodies of water in Park Areas which are suitable for fishing shall be available to the residents of Gloucester County for public fishing at lawful times, and in such lawful manner, as may be permitted by the laws of the State of New Jersey, including, but not limited to, New Jersey Fish and Game Laws, except that any ice and spear fishing is prohibited. The Gloucester County Administrator or his designee may limit, curtail or strictly prohibit any or all fishing privileges authorized hereunder which is deemed necessary for the conservation and preservation of fish or for any other reasonable cause in which the best interests of Gloucester County is in any manner involved or served.
- (b) Park Areas shall be open to the public every day of the year during daylight hours except for Christmas and New Years Day. Closing times at the artificially lit fields at Atkinson Park after daylight hours shall be as posted.
- (c) Park Areas, or any section thereof, may be closed for unusual or unforeseen circumstances or emergencies, or for any other reason deemed necessary by the Gloucester County Administrator or his designee, or may be restricted to use for a special event, at any time and for any interval of time.
- (d) The Board of Chosen Freeholders may establish user fees for Park Areas. Such user fees shall be clearly posted, or due notice given to the public of same.
- (e) Park Rangers, and Gloucester County Parks and Recreation Department staff, in connection with their duties imposed by law, shall diligently and impartially enforce the provisions of these Rules & Regulations.

- (f) Park Rangers shall have the authority to remove from any Park Area any person who acts in violation of these Rules & Regulations or of any conditions or restrictions that may be adopted and posted for the preservation of order or protection of property, and shall have the authority to seize and confiscate any property, thing, or device in any Park Area used in violation of these Rules and Regulations. Violators of these rules and regulations may be prosecuted to the fullest extent of the law.
- (g) Any person convicted of violating any of the provisions of these Rules & Regulations shall be subject to a fine not exceeding \$200, or imprisonment in the County Jail for up to ninety (90) days, or both, for each offense, except as otherwise provided in these Rules and Regulations.
- (h) Visitors/users of Park Areas must obey all posted park and trail use regulations.
- (i) Use of any Park Area is done at the visitors' own risk.
- (j) Visitors to any Park Area shall at all times comply with all applicable federal, state or local laws, statutes, regulations and ordinances, in addition to these Rules & Regulations.
- (k) The Gloucester County Administrator or his/her designee is authorized to grant exceptions, waivers or modifications to any of these Rules & Regulations as he/she may deem necessary.

FACILITY RESERVATION INFORMATION

The pavilions in the parks can be reserved by writing a letter of request to our main office. Include in the letter the name and address of your organization; the name, address and telephone number of a contact person; the date, time and approximate number of people; and which park facility you would like to reserve. (In conjunction with the pavilions, a ballfield at Atkinson Memorial Park may be available upon request for your family or group.)

AMERICANS WITH DISABILITIES ACT

The County of Gloucester complies with all state and federal rules and regulations and does not discriminate on the basis of race, religion, color, national or ethnic origin, sexual orientation, age, marital status or disability in admission to, access to, or operations of its programs, services or activities. In addition, Gloucester County encourages the participation of people with disabilities in its programs and activities and offers special services to all County residents 60 years of age and older. Inquiries regarding compliance may be directed to the Office of Educational and Disability Services at 856-681-6128 or the New Jersey Relay Service 711.

AFFIRMATIVE ACTION STATEMENT

It is the belief of the Gloucester County Parks and Recreation Advisory Council and Department staff that recreation should be administered as a public trust so as to multiply opportunities for happiness for all individuals visiting Gloucester County parks, regardless of age, race, sex, creed or condition in life. Furthermore, it is the policy of our Gloucester County Board of Chosen Freeholders to observe and comply with the Civil Rights Act (Title VII) of 1964. The basic requirements of this Act prohibits discrimination against an individual because of race, color, religion, sex, national origin or condition in life.

PARKS AND RECREATION ADMINISTRATIVE OFFICE

Shady Lane Complex, 254 County House Rd.
Clarksboro, New Jersey 08020
(856) 251-6710
FAX: (856) 251-6749
Hours: 8:30 a.m. to 4:00 p.m., Monday through Friday
web address: gloucestercountynj.gov/parksandrecreation

COUNTY PARK LOCATIONS:

RED BANK BATTLEFIELD PARK

100 Hessian Avenue, National Park 08063
(856) 853-5120

A historic park on the Delaware River. The site of Ann Whitall Museum (1748); open free of charge; and the remains of Fort Mercer. Picnic areas and pavilions, playground, a river promenade and a pier. Open year round except Christmas Day and New Years Day, dawn to dusk.

JAMES G. ATKINSON MEMORIAL PARK

138 Bethel Mill Road, Sewell 08080
(856) 589-0047

An active recreational park which includes three (3) baseball/softball/soccer/football fields (with lights); one (1) baseball/soccer/football field (no lighting); eight (8) tennis courts (with night lighting); two (2) basketball courts (with night lighting); two (2) playground areas; an amphitheatre for concerts; one and one-half (1-1/2) miles of bicycle/jogging trails; picnic area and pavilion. Canopies for sporting events only shall be permitted; however, these must be erected at the beginning of the sporting event, and taken down and removed immediately upon completion of the said event. No tents, nor coverings with stakes, shall be permitted. The park is open year round except Christmas Day and New Years Day. Fall and winter hours are from 6:00 a.m. to 10:00 p.m. Spring and summer hours are from 5:30 a.m. to 11:00 p.m.

SCOTLAND RUN PARK

Wilson Lake, 980 Academy Street, Clayton 08312
(856) 881-0845

This 1000+ acre parcel is currently open for boating and fishing (handicapped fishing pier), picnic area pavilion and playground. In addition, summer canoe and kayak rentals. The Nature Center is available for grade school students by written request. Open year round, except Christmas Day and New Years Day sunrise to sunset.

GREENWICH LAKE PARK

Tomlin-Station Road (off of I-295),
Greenwich Township 08027

A large lake with picnic facilities. The lake can also be used for boating and fishing. Boat launch is only open 8 a.m. to 4 p.m. on weekends during trout season, as designated by the NJ Department of Fish and Wildlife.

PITMAN GOLF COURSE

501 Pitman Road, Sewell 08080
(856) 589-6688

Pitman Golf Course, located in Mantua Township, is an 18-hole public layout which plays to a par of 70 and measures 6,125 yards from the blue tees, 5,964 from the white and 4,942 from the ladies' tees. The Golf course is open year-round except for Christmas Day. Starting times are not required through the week and power carts are never required. Call for additional information.

ADMINISTRATIVE CODE SECTION PRK-8
GLOUCESTER COUNTY PARKS & RECREATION ADVERTISING POLICY

As specifically described below, the Gloucester County Board of Chosen Freeholders has adopted the Gloucester County Parks & Recreation Advertising Policy (the Policy), which permits, for a fee, commercial advertising signs to be placed on certain fences and building walls, and plaques and/or flags containing memorials or statements of donations to be placed on certain poles and park benches. This Policy applies to all Gloucester County Park Areas except Red Bank Battlefield Park and Pitman Golf Course (i.e., James G. Atkinson Memorial Park, Scotland Run Park and Greenwich Lake Park). No advertising of any kind is permitted at Red Bank Battlefield Park. The Pitman Golf Course Advertising/Donation Program is described in GLF-8.

Statement of the Policy: The fences, poles and building walls (the Structures) that are the subject of this Policy are not and never have been intended or utilized as public forums for general or indiscriminate public discussion (see, e.g., Sec. 4(c) above). With the institution of this Policy they will be intended and used exclusively for the paid display of commercial advertisements of appropriate content. The purpose of the Policy is to generate funds to defray the expenses of maintaining the Gloucester County Park Areas. Those Park Areas are administered as a public trust and are dedicated for use as active and passive recreation, entertainment, and sports activities. Their suitability for use by children is especially important. Any subject matter that is of a controversial or disruptive nature or gives the appearance of endorsing, promoting, favoring, or of imposing upon a captive audience, certain points of views, is contrary to the purposes to which the fences, light poles and building wall displays (the Displays) are dedicated. Accordingly, the advertising signs, memorials and donation displays to be placed on the designated Structures must be only of such a nature that is appropriate for the recreational enjoyment of the Park Areas and must be in conformance with the following terms and restrictions:

- The type and size of the displays, as well as their location, terms and costs are established by the Board of Chosen Freeholders.
- All advertising signs are restricted exclusively to commercial advertising. Displays that endorse, promote, describe or refer to any type of non-commercial viewpoint or venture, including but not limited to viewpoints on social issues, are prohibited. Displays that endorse, promote, describe, or refer to any institution, organization, or viewpoint of a political nature are also prohibited. Displays that endorse or promote a religious viewpoint are prohibited. These restrictions and prohibitions are to be uniformly and consistently applied.
- The following subject matter is deemed to be unsuitable for facilities used by children and minors and is therefore strictly prohibited on all Displays:
 - Advertising for the sale of alcoholic beverages, or for businesses that advertise as bars, taverns, nightclubs or other establishments for which the sale of alcoholic beverages as their primary business.
 - Advertising for the sale of any type of tobacco product.
 - Advertising for "adult" theaters, clubs, video stores or similar sexually oriented businesses, or any other advertising of an explicitly or implicitly sexually provocative or suggestive nature.
- Each contract for the procurement of the Displays will be in accordance with the New Jersey Local Public Contracts Law, and regulations promulgated thereunder, whenever applicable. In all cases vendors will submit their applications/requests for the displays in conformance with the applicable specifications set forth by the County, and, the County will then, upon receipt of payment from the vendor, order, procure and place the displays in accordance with the applicable specifications.
- Gloucester County retains the right to cancel or discontinue the Policy at any time and for any reason. If such cancellation or discontinuation should occur, any advertiser will be reimbursed pro rata for the period of time for which the advertisement was not displayed under its then-current agreement.

ADMINISTRATIVE CODE SECTION GLF-8
PITMAN GOLF COURSE ADVERTISING POLICY

As specifically described in Administrative Code Section PRK-8, the Gloucester County Board of Chosen Freeholders has adopted an advertising policy for the parks owned and operated by the County. This is an expansion of that policy to establish an advertising policy for the Pitman Golf Course which is likewise owned and operated by Gloucester County.

Statement of the Policy: The structures, scorecards, hole flags and tee markers at the Pitman Golf Course are the subject of this Policy. They are not and never have been intended or utilized as public forums for general or indiscriminate public discussion. They may be used exclusively for the paid display of commercial advertisements of appropriate content, and for the placement of memorials and statements of donations. The purpose of the Policy is to generate funds to help defray the costs of the programs and maintenance at the Pitman Golf Course. The Pitman Golf Course is administered as a public trust. It hosts many secondary school matches each season and also encourages youth to learn and enjoy the sport by offering junior clinics. Accordingly, the presence of youth at the golf course must be considered. Any subject matter that is of a controversial or disruptive nature, that gives the appearance of endorsing, promoting, favoring, or of imposing upon a captive audience certain points of view, or behavior that is inappropriate to be provided by a government entity will not be accepted. Accordingly, the advertising signs, memorials and donation displays to be placed in the designated areas must conform with the following terms and restrictions:

- The type and size of the displays, as well as their location, terms, and costs are established by the Board of Chosen Freeholders:
- All advertising signs are restricted exclusively to commercial advertising. Any message that endorses, promotes or describes any type of non-commercial viewpoint or venture is prohibited. Any plaques, flags or advertising signs that endorse, promote, describe, or refer to any institution, organization, or viewpoint of a particular political or religious nature is prohibited. This restriction and prohibition is to be uniformly and consistently applied.
- The following advertising subject matter is deemed to be unsuitable for facilities used by minors and is therefore strictly prohibited for this program:
 - Advertising for the sale of any type of tobacco product.
 - Advertising for "adult" theaters, clubs, video stores or similar sexually oriented businesses, or any other advertising of an explicitly or implicitly sexually provocative or suggestive nature.
- Each contract for the procurement of the displays will be in accordance with the New Jersey Local Public Contracts Law, and regulations promulgated thereunder, wherever applicable. In all cases vendors will submit their applications/requests for the displays in conformance with the applicable specifications set forth by the County, and, the County will then, upon receipt of payment from the vendor, order, procure and place the displays in accordance with the applicable terms and specifications.
- Gloucester County retains the right to cancel or discontinue the Policy at any time and for any reason. If such cancellation or discontinuation should occur, any advertiser will be reimbursed pro rata for the period of time for which the advertisement was not displayed under its then-current agreement.

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



**PRIVILEGED AND CONFIDENTIAL ATTORNEY/CLIENT COMMUNICATIONS
FOR ADVISORY, CONSULTATIVE AND DELIBERATIVE PURPOSES ONLY**

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PO Box 337
Woodbury, NJ 08096

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

To: Chad Bruner, County Administrator

Cc: Matthew P. Lyons, County Counsel
Peter Mercanti, Director, Purchasing
Charles Rose, Director, Parks and Recreation

From: Anthony J. Fiola, Assistant County Counsel

Date: December 11, 2012

Re: Concessions for Advertising Signs and Flags

This legal opinion is being submitted pursuant to N.J.A.C. 5:34-9.4(d)1. After reviewing the circumstances and details of your proposal to procure concessions in the form of the sale of advertising space (signs and flags) on specified fences, poles and building walls at various locations at Atkinson Park, Scotland Run Park and Greenwich Lake Park, I am of the opinion that procuring such concessions are legal and prudent. The revenue from the sales will generate funds to defray the expenses of operating the Parks, with very minimal risk of expense to the County. The sale of advertising space falls within the definition of a "concession" pursuant to N.J.A.C. 5:34-9.4(b)3.

Pursuant to N.J.A.C. 5:34-9.4(d)(2), a Resolution must be adopted by the Board of Chosen Freeholders. I have reviewed the proposed Resolution and I am of the opinion that it conforms with the requirements of that regulation.

Also, since the total cost of each concession will not exceed \$1,000, the concessions may be awarded by informal quotations as permitted by N.J.A.C. 5:34-9.4(g)1. Because informal quotations provide the simplest and most streamlined procedure for procuring the concessions, I suggest that you request the Purchasing Department to utilize that procedure.

Please feel free to contact me if you have any further questions.