

D1

**RESOLUTION AUTHORIZING AND CONFIRMING THE FEE
SCHEDULE FOR THE DEPARTMENT OF HEALTH**

WHEREAS, an annual fee schedule has been developed for various activities and inspections provided by the Gloucester County Department of Health, Senior and Disability Services; and

WHEREAS, the fee schedule attached shall be in effective for calendar year 2013.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the attached fees will be required in 2013.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, January 23, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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CONSUMER HEALTH

Plan Review	2013 <u>CURRENT</u>
Retail Food Establishment	
Plan review	
Less than 2100 square feet	\$75.00
2100-4999 square feet	\$100.00
5000 or more square feet	\$150.00
Inspections	
Annual Inspection	Free
Re-Inspection	\$ 40.00
Follow-up Inspection	\$ 75.00
Additional Inspections	\$ 125.00
Mobile Unit	
Food Plan Review	
Risk 1	\$ 50.00
Risk 2	\$ 75.00
Risk 3	\$ 150.00
Campgrounds	\$150.00
Swimming pools	\$150.00
Re-inspection fee	\$40.00
Spas	\$150.00
Re-inspection fee	\$40.00
Pet Shops and Kennels	\$50.00
Tattoo/Body Piercing/Permanent Cosmetics	
Application for New Facility and Plan review	\$300.00
Application - Annual Renewal	\$150.00
Plans for Removal or Renovation permitted facilities	\$150.00
Change of Personnel Notification	\$100.00
Temporary Facility Application	\$1,000.00
Ear Piercing Facilities	
Application for New Facility and Plan review	\$150.00
Application - Annual Renewal	\$50.00

ENVIRONMENTAL QUALITY

Plan Review	2013 <u>CURRENT</u>
Wells	\$75.00
Reinspection fee	\$40.00
Septic Systems	
Preliminary review of lots within a subdivision (per lot)	\$150.00
New system that previously received preliminary review	\$150.00
New (no preliminary review)	\$250.00
Alteration	\$200.00
Repair	\$50.00
Revision (after initial certification)	\$150.00
Reinspection fee	\$40.00
Real Estate Inspection of Septic System review	\$50.00
Septic Systems using Alternative technology	
New submission for new system	\$300.00
Alteration with alternative technology	\$225.00
Revision (after initial certification)	\$200.00
Renewal of license to operate	\$75.00

D2

RESOLUTION AUTHORIZING A CONTRACT WITH AULETTO ENTERPRISES, INC., T/A AULETTO CATERERS FROM JANUARY 1, 2013 TO DECEMBER 31, 2014, FOR THE PREPARATION AND DELIVERY OF MEALS FOR THE GLOUCESTER COUNTY NUTRITION PROGRAM IN AN AMOUNT NOT TO EXCEED \$590,000.00 FOR THE YEAR 2013, AND AN AMOUNT NOT TO EXCEED \$600,000.00 FOR THE YEAR 2014

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for the preparation and delivery of meals for the Gloucester County Nutrition Program per specifications in PD-012-036; and

WHEREAS, it was determined that Auletto Enterprises, Inc., t/a Auletto Caterers located at 1849 Cooper Street, Almonesson, NJ 08096 was the lowest responsive and responsible bidder to perform said services, for an amount not to exceed \$590,000.00 for the year 2013 and an amount not to exceed \$600,000.00 for the year 2014 with the County having the option to extend the contract for one (1) two (2) year term or two (2) one (1) year terms as described in the bid specifications PD 012-036; and

WHEREAS, this is an open ended contract in an amount not to exceed \$590,000.00 in contract year 2013 and an amount not to exceed \$600,000.00 in contract year 2014, subject to termination at will. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. Continuation of the contract beyond December 31, 2013 is conditioned upon the approval of the 2014 Gloucester County budget; and

WHEREAS, the Agreement shall be contingent upon grant funding under the Area Plan Grant awarded by the State of New Jersey Department of Human Services, Division of Aging Services, and

WHEREAS, the payment of the maximum contract amount, should the Grantee be entitled to said maximum amount, is specifically conditioned on receipt by the County's Department of Health and Senior Services of the balance of its Area Plan funding from the State of New Jersey Department of Human Services, Division of Aging Services.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester and the State of New Jersey that the County hereby executes a two (2) year services contract from January 1, 2013 to December 31, 2014 with Auletto Enterprises, Inc., t/a Auletto Caterers of 1849 Cooper Street, Almonesson, New Jersey, awarded as per Bid Specification PD-012-036, for an amount not to exceed \$590,000.00 in contract year 2013, and in an amount not to exceed \$600,000.00 in 2014. The County has the option to extend the contract for one (1) two (2) year period or two (2) one (1) year periods; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, January 23, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

D2

**CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
AULETTO ENTERPRISES, INC., T/A AULETTO CATERERS**

This Contract is made effective this 1st day of January, 2013, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **AULETTO ENTERPRISES, INC., T/A AULETTO CATERERS**, of 1849 Cooper Street, Almonesson, New Jersey 08096, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the preparation and delivery of meals for the Gloucester County Nutrition Program operated through the Gloucester County Division of Senior Services; and

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

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

TERMS OF AGREEMENT

1. **TERM**. This Contract shall be effective for the period commencing January 1, 2013 and concluding on December 31, 2014.
2. **COMPENSATION**. Upon the preparation and delivery of meals for the Gloucester County Nutrition Program, the County agrees to pay Vendor an amount not to exceed \$590,000.00 in 2013, and an amount not to exceed \$600,000.00 in 2014. The County has the option to extend the contract for one (1) two (2) year period or two (2) one (1) year periods.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to purchase only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever if the County decides not to purchase the product and/or service which is the subject of this agreement.

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

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

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

This contract is specifically conditioned upon approval of the 2013 and 2014 Gloucester County Budgets. The continuation of the contract with Vendor is specifically conditioned to the availability and appropriation annually of sufficient funds to meet the extended obligation.

3. DUTIES OF VENDOR. Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of the notice of bid and bid documents identified as PD-12-036, which are made a part of this contract by reference, whether or not attached hereto. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

The Vendor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-012-036, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

9. PROOF OF INSURANCE. Prior to the commencement of work under this contract and until completion and final acceptance of the work, Auletto Enterprises Inc., T/A Auletto Caterers shall, at its sole expense, maintain insurance coverage and shall furnish to the County, certificates of insurance evidencing same and reflecting the effective date of such coverage. The County of Gloucester is hereby named as additional insured with respect to Auletto Enterprises Inc., T/A Auletto Caterers for the event of

preparation and delivery of meals for the Gloucester County Nutrition Program on January 1, 2013, until December 31, 2014.

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

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

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

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

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

15. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and any other entity having jurisdiction pertaining to the performance of the Vendor's services .

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

17. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as **PD-012-036**, which are referred to and incorporated herein.

18. **BINDING EFFECT.** This contract shall be binding on the undersigned and their successors and assigns.

THIS CONTRACT is dated this 1st day of January, 2013.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

**AULETTO ENTERPRISES, INC.
T/A AULETTO CATERERS**

JAMES AULETTO, PRESIDENT

D2

Pursuant to public advertisement, we the undersigned hereby declare that we have carefully examined the attached bid and specifications for preparing, furnishing and delivery in bulk, or in a combination of bulk and individualized wrapped Serv-A-Tray MEALS TO THE GLOUCESTER COUNTY NUTRITION PROGRAM starting January 1, 2013 to December 31, 2013. The second year of this contract, January 1, 2014 to December 31, 2014, is contingent upon the County receiving and allocating the appropriate funds. **The County has the option to extend this contract for one (1) 2 yr period or two (2) 1 yr periods.**

We propose to prepare, furnish and deliver in bulk the products according to the requirements on typical menu and specifications as follows below. In addition, should the County wish for Serv-A-Tray meals to be individually separated from Congregate meals and pre-packaged, the cost is as listed below.

Approximately 550-900 total meals per day (excluding Saturdays, Sundays and Holidays as indicated) at a unit price of:

BID PRICES:

2013	\$ <u>3.32</u>	PER MEAL (All in Bulk); OR
2013	\$ <u>4.32</u>	Individual/Pre-Packaged Serv-A-Tray Meals +
2013	\$ <u>3.32</u>	Remaining Congregate Bulk / Per Meal
2014	\$ <u>3.37</u>	PER MEAL (All in Bulk); OR
2014	\$ <u>4.37</u>	Individual / Pre-Packaged Serv-A-Tray Meals +
2014	\$ <u>3.37</u>	Remaining Congregate Bulk / Per Meal

BID PRICES FIRM UNTIL: 12-31-14

MEALS IN BULK, WILL BE PREPARED AT:

NAME OF FACILITY: Auletto Caterers
ADDRESS: 1849 COOPER ST. ALMONESSON NJ 08096

MEALS THAT ARE INDIVIDUALLY PRE-PACKAGED WILL BE PREPARED AT:

NAME OF FACILITY: Auletto CATERERS
ADDRESS: 1849 COOPER ST.
ALMONESSON, NJ 08096

START UP AFTER SIGNING OF CONTRACT: 1 CALENDAR DAYS.

LOCATION FOR:

CHRISTMAS PARTIES: Auletto Caterers 1849 Cooper St. Almonesson, NJ 08096

ST. PATRICK'S DAY PARTY: 11

HALLOWEEN PARTY: 11

CAREGIVERS SUPPORT LUNCHEON: 11

VOLUNTEER'S LUNCHEON: 11

OTHER SPECIAL / EMERGENT NEEDS: 11

VARIATIONS FROM SPECIFICATIONS

The undersigned is an Individual/Partnership/Corporation (please circle one) under the laws of the State of N.J. having its principal office at 1849 COOPER ST ALMONESSON NJ 08096

SIGNATURE: [Signature] COMPANY: Auletto Enterprises TA Auletto
CMPCAS

TITLE: PRESIDENT ADDRESS: 1849 COOPER ST.

DATE: 9-28-12 ALMONESSON, N.J. 08096

TELE: 856 227 3900 FED ID: 222 163681

FAX: 856 227 0608 SS #: 151 441730

NOTE: If vendor is a **CORPORATION**, this proposal must be executed by its president, or vice president, attested to by its secretary or assistant secretary, with the corporate seal affixed thereto. This proposal may be executed and attested to other than the aforesaid corporate officers if they have been duly authorized to so act on behalf of the vendor, pursuant to a resolution of the Corporate Board of Directors, or others authorization equivalent thereto. In that event, a certified copy of said Resolution or authorization should be attached to this proposal.

If bidder is a **PARTNERSHIP**, then this proposal must be individually signed by at least one partner.

If bidder is an **INDIVIDUAL**, please indicate Social Security Number in space provided above.

D2

	PD 072-036			
	Bid Opening 10/10/2012 10:00am			
	SPECIFICATION AND PROPOSAL FORM FOR THE			
	FURNISHING OF MEALS FOR THE ELDERLY			
	UNDER THE GLOUCESTER COUNTY NUTRITION			
	PROGRAM			
	VENDOR:			
	Auletto Caterers			
	1849 Cooper St.			
	Almonesson, NJ 08096			
	James Auletto Pres.			
	856 227-3800			
	856 327-0608 Fax			
ITEM	DESCRIPTION			
1	BID PRICES:			
	2013(All in Bulk)	\$3.32 Per Meal		
	2009 Individual/Pre-Packaged Serv-A-Tray Meals	\$4.32 Per Meal		
	2009 Remaining Congregate Bulk / Per Meal	\$3.32 Per Meal		
	2014 (All in Bulk)	\$3.37 Per Meal		
	2010 Individual/Pre-Packaged Serv-A-Tray Meals	\$4.37 Per Meal		
	2010 Remaining Congregate Bulk / Per Meal	\$3.37 Per Meal		
	Location for Parties	Auletto Caterers		
	Variations: (if any)	NONE		
	Will you extend your prices to local government entities within the County	YES		
	Bid specifications sent to:	G.A. Food Service Valley Services Inc. Lindley Food Service	Prime Vendor I-Pac Packaging Deltak	Bidnet Bidoccean
	This is a (2) two year contract with the option to extend for an additional 1 (2) two year or 2 (1) year extensions.			
	Based upon the bids received, I recommend Auletto Caterers be awarded the contract, as the lowest responsive, responsible bidder.			
		Sincerely,		
		Robert J. McErlane		

D3

RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH UNDERWOOD MEMORIAL HOSPITAL FOR THE USE OF ITS MORGUE FOR THE MEDICAL EXAMINER TO PERFORM AUTOPSIES FROM JANUARY 1, 2013 TO DECEMBER 31, 2013, IN AN AMOUNT NOT TO EXCEED \$40,075.00

WHEREAS, the County of Gloucester wishes to enter into a Lease Agreement with Underwood Memorial Hospital (Underwood), for the use of its morgue facilities for the Medical Examiner to perform autopsies; and

WHEREAS, Underwood represents that it is willing to lease its morgue facilities; and

WHEREAS, the Lease Agreement shall be effective for the period commencing January 1, 2013 and concluding December 31, 2013; and

WHEREAS, Underwood shall be compensated \$116.16 per autopsy for a minimum contract amount of zero and a maximum contract amount of \$40,075.00. The amount to be paid under the Lease Agreement is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and therefore, no Certificate of Availability of Funds is required at this time; and

WHEREAS, this Lease Agreement is being entered into pursuant to the provisions of N.J.S.A. 40A:12-3 et. seq.; and

WHEREAS, this Lease Agreement is subject to approval of the Gloucester County 2013 Budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director and the Clerk of the Board are hereby authorized to execute a Lease Agreement with Underwood Memorial Hospital for a minimum amount of Zero and a maximum amount of \$40,075.00; and

BE IT FURTHER RESOLVED, prior to any services being provided, pursuant to the within Lease Agreement, a Certificate of Availability of Funds shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose, identifying the line item from County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, January 23, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

LEASE AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND UNDERWOOD MEMORIAL HOSPITAL

THIS LEASE AGREEMENT is entered into the 1st day of January, 2013, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, hereinafter referred to as "**County**" and **UNDERWOOD MEMORIAL HOSPITAL**, Attn. James R. Brant, Senior Vice President/CFO, Broad Street, Woodbury, NJ 08096, hereinafter referred to as "**Lessor**".

RECITALS

WHEREAS, County has been need to utilize morgue facilities for use by its Medical Examiner for the performance of autopsies; and

WHEREAS, Lessor has the appropriate morgue facilities, which are conveniently located in Gloucester County; and

WHEREAS, County has authority to enter into this Lease Agreement pursuant to N.J.S.A. 40A: 12-5 of the New Jersey Local Lands and Buildings Law;

NOW, THEREFORE, the parties hereby enter into this Lease Agreement as follows:

AGREEMENT

1. **TERM**. This Agreement shall be effective for the period January 1, 2013 through December 31, 2013.

2. **RENT**. The rental of the morgue facilities shall be determined by the number of autopsies performed. Lessor shall be compensated at a rate of \$116.16 per autopsy, with the total amount not to exceed \$40,075.00. County shall not be required to utilize the morgue facilities to perform any minimum amount of autopsies.

3. **OCCUPANCY**. County shall have possession of the morgue facilities at any such time as the need arises to perform autopsies.

4. **DUTIES OF LESSOR**. The specific duties of the Lessor shall be as directed by the County Medical Examiner and shall include, but not be limited to, the use of the morgue facilities for the Medical Examiner to perform autopsies. Lessor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Lease Agreement, to comply with all of the requirements and specifications which have been or may be issued by the Gloucester County Medical Examiner in connection with the work to be performed.

5. **LICENSING AND PERMITTING** of this Lease Agreement, Lessor shall maintain in force and effect any such licensing issued by any governmental or professional entity as are necessary to maintain the operability of morgue facilities. Lessor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license held by Lessor or its agents.

6. **INSURANCE**. Lessor shall, in reference to the morgue facilities, maintain premises and general liability insurance, and Workers' Compensation insurance, in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Lessor shall, simultaneously with the execution of this Lease Agreement, deliver certifications of said insurance to County, naming County as an additional insured.

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

continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Lease Agreement and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

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

County shall be responsible for, shall keep, save and hold Lessor harmless from, shall indemnify and shall defend Lessor against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to any persons, or from any damage to any property sustained in connection with this Lease Agreement which results from any acts or omissions, including negligence or malpractice, of any of County's officers, employees, agents, servants or independent contractors, or from County's failure to perform pursuant to the terms and provisions of this Contract. County's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

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

12. **BINDING EFFECT.** This Lease Agreement shall be binding on the undersigned and their successors and assigns.

THIS LEASE AGREEMENT is made effective the date and year herein above written.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

UNDERWOOD MEMORIAL HOSPITAL

**JAMES R. BRANT,
SENIOR VICE PRESIDENT/CFO**

D-1

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH
THE COUNTY OF SALEM FOR THE MAINTENANCE AND ADMINISTRATION
OF A COOPERATIVE OFFICE OF COUNTY MEDICAL EXAMINER FROM
JANUARY 1, 2013 TO DECEMBER 31, 2013 IN CONSIDERATION FOR
PAYMENT BY THE COUNTY OF SALEM TO THE COUNTY OF
GLOUCESTER IN AN AMOUNT NOT TO EXCEED \$175,000.00**

WHEREAS, the County of Gloucester and the County of Salem are adjacent counties located in Southern New Jersey; and

WHEREAS, pursuant to N.J.S.A. 52:17B-83 each New Jersey County is obligated to either maintain an Office of County Medical Examiner or jointly maintain a County Medical Examiner Office on a cooperative basis; and

WHEREAS, Gloucester County and Salem County have previously determined that it is in the best interest of the residents of both counties that the counties agree to form and operate a Cooperative Office of County Medical Examiner; and

WHEREAS, Gloucester County and Salem County have therefore previously entered into agreements providing for the operation of the cooperative office of County Medical Examiner; and

WHEREAS, the prior agreement between the Counties has expired by its terms and it is necessary and appropriate to enter into an Shared Services Agreement for the operation of a Cooperative Office of the County Medical Examiner from January 1, 2013 to December 31, 2013; and

WHEREAS, the County of Salem has or is about to adopt a Resolution authorizing the execution of an Shared Services Agreement in substantially our form of the Agreement accompanying this Resolution; and

WHEREAS, it is appropriate for the County of Gloucester to also adopt a Resolution taking the same action.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and Clerk of the Board are hereby authorized to execute a Shared Service Agreement with the County of Salem for the maintenance and Administration of a Cooperative Office of County Medical Examiner, which agreement shall be in substantially the form of the Agreement accompanying this Resolution, subject to appropriate modification by the Gloucester County Administrator and County Counsel, from January 1, 2013 to December 31, 2013 in consideration for payment by the County of Salem to the County of Gloucester in an amount not to exceed \$175,000.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, January 23, 2013 at Woodbury, New Jersey.



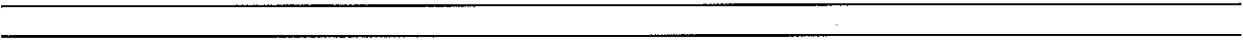
COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

D4



SHARED SERVICES AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

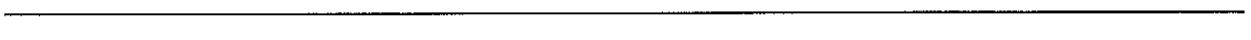
and

THE COUNTY OF SALEM, NEW JERSEY

FOR THE PROVISION OF MEDICAL EXAMINER SERVICES

FOR THE PERIOD BEGINNING JANUARY 1, 2013 AND CONCLUDING DECEMBER 31, 2013

Dated: January 1, 2013



SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement"), is effective January 1, 2013, and is made by and between The County of Gloucester, a body politic and corporate of the State of New Jersey ("Gloucester") and the County of Salem, a body politic and corporate of the State of New Jersey ("Salem").

RECITALS

1. The County of Gloucester ("Gloucester") is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, NJ 08096;
2. The County of Salem ("Salem") is a body politic and corporate of the State of New Jersey with main offices located at 92 Market Street, Salem, New Jersey;
3. Gloucester and Salem previously entered into a Shared Services Agreement for the provision by Gloucester of medical examiner services on behalf of Salem;
4. The Counties wish to enter into a Shared Services Agreement providing for similar services to be provided and further providing for certain terms and conditions to the performance by each County;
5. N.J.S.A. 40A:65-1 et seq., specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements.
6. N.J.S.A. 52:17B-83 authorizes the maintenance and administration of the Office of the County Medical Examiner on a cooperative basis.

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

AGREEMENT

A. DESCRIPTION OF THE PROJECT.

The Project for purposes of this Agreement shall consist of the maintenance and administration of an Office of County Medical Examiner on a cooperative basis by Gloucester and Salem. The parties acknowledge that Gloucester has a separate Shared Services Agreement made by and between Gloucester and Camden County for the provision of similar services.

B. DESCRIPTION OF SERVICES.

1. Pursuant to N.J.S.A. 52:17B-83, Gloucester shall maintain and administer the Office of the County Medical Examiner ("Office") on a cooperative basis with Salem. Said Office shall, at all times, be in complete compliance with all applicable federal, state and local laws;
2. The Office shall provide full services 24 hours per day, seven days per week;
3. Said Office shall include the staff, services and labor necessary for the complete performance of the work of the Office of the Medical Examiner, and shall be able to perform the duties of that Office pursuant to N.J.S.A. 52:17B-81 et seq.
4. Pursuant to N.J.S.A. 52:17B-85, Gloucester shall establish and pay the appropriate salaries, fees and expenses for the personnel in the Office of the Medical Examiner.
5. The Office shall be physically located at 254 County House Road, Old Shady Lane Complex, Clarksboro, NJ 08020, or at such other address as the County of Gloucester shall determine is necessary and appropriate.
6. Gloucester shall own, lease or otherwise be in physical possession of the Office, and shall be responsible for its upkeep, maintenance, and all associated costs. This includes, but is not limited to rent, lease payments, utilities, and repairs.
7. The Office shall house all facilities necessary for the actual operation, maintenance and administration of the Cooperative Medical Examiner's Office. Gloucester may make arrangements with the appropriate entities and facilities located in Salem County for the provision of services such as autopsy examinations.
8. The Office shall be directed by a County Medical Examiner, who shall be appointed by both the Gloucester County Board of Freeholders and the Salem County Board of Freeholders. The County Medical Examiner shall be vested with all statutory and regulatory authority on behalf of both Salem and Gloucester.
9. Gloucester shall employ all staff necessary for the Office to meet all statutory and regulatory obligations for the operation of the Office. All staff of the Office shall be employees of Gloucester County. However, the Medical Examiner shall be appointed by both Gloucester and Salem consistent with the terms and the provisions of N.J.S.A. 52:17B-81 et seq.
10. The County Medical Examiner and his staff shall meet all statutory and regulatory requirements.
11. The Medical Examiner shall have the sole duty and responsibility for implementation of office policies, including but not limited to his employees and employee work schedules, as permitted by law.

12. The employees of the Office shall be responsible for its administration.
13. The staff of the Office shall receive all day time calls from the various Communication Centers, and respond accordingly. (Salem County shall continue to take initial incoming calls of notice of death to report to the scene. Salem will then call the Office, or if necessary, the Gloucester County Communications Center, and the Office shall respond accordingly.)
14. Gloucester shall contract with appropriate facilities for the use of morgue space in order to accept bodies and to conduct autopsies.
15. The Office shall maintain an annual operational budget, which shall be provided to Salem upon acceptance of same by the Gloucester County Board of Freeholders.
16. The Medical Examiner shall appear as an expert witness for hearings, trial, or depositions in connection with work performed as the Medical Examiner. Such appearances shall be made without charge to Salem.
17. The Medical Examiner shall provide consultations with law enforcement, prosecutors and families seven days a week.
18. Gloucester shall assign staff to cover Salem. It is understood and agreed, however, that there shall be staff available at all times who will cover all areas covered under this agreement.
19. Gloucester agrees that it shall endeavor, at all times relevant hereto, to respond to all calls placed by or in Salem within 15 minutes of receipt, and shall respond to all crime and death scenes within 90 minutes.
20. The Medical Examiner shall endeavor to provide educational services such as lectures to Salem County, or any municipality located within Salem law enforcement, schools and healthcare entities.

C. SALEM OBLIGATIONS.

1. Salem shall pay to Gloucester an annual sum not to exceed \$175,000.00 payable in quarterly increments of \$43,750.00. Payment to Gloucester from Salem shall be made in four equal payments, with payments due to Gloucester on January 1, April 1, July 1 and October 1.
2. In addition to the compensation described in paragraph C. 1., above, Salem shall reimburse Gloucester for any portion of the insurance premium for the policy of insurance covering the performance of the Medical Examiner to the extent that that portion of the premium is attributable to the services to be provided in connection with Salem County cases. In addition, Salem shall reimburse Gloucester for any demonstrable increase in insurance premiums, which increase

is directly attributable to a case or cases occurring in Salem and involving Salem County police, fire, emergency and/or other personnel. The amount of the payment requested in the form of reimbursement shall be calculated by Gloucester and provided to Salem with appropriate supporting documentation. Salem will make payment of the reimbursement amount within 90 days of receipt of the documentation.

3. Nothing contained herein shall be construed as altering in any way the legal obligation of Salem County, or any municipality located within Salem County, law enforcement agencies and personnel to respond appropriately in all cases occurring in and/or involving Salem. In the event that any claim shall be brought against the Medical Examiner, Medical Examiner Office personnel, and/or the County of Gloucester and/or any of its officers, employees, agents, or the like, which claim arises from a death or other matter occurring in Salem, then Salem shall be responsible for providing legal advice and any necessary defense and/or indemnification required.

D. TERM.

This Agreement shall be for one year, commencing January 1, 2013 and concluding December 31, 2013. Either party may terminate this agreement upon 120 days written notice to the other.

E. INSURANCE AND INDEMNIFICATION.

Gloucester and Salem shall each maintain policies of liability insurance providing coverage for claims against the Medical Examiner's Office. Gloucester's policy shall name Salem as an additional insured; Salem's policy shall name Gloucester as an additional insured.

Each County shall defend, indemnify and hold harmless the other, its officers, agents and employees from any and all claims, suits, actions, damages or costs of any nature whatsoever whether for personal injury, property damage or other liability arising out of a death occurring in the respective County's County resulting in response or other investigation by the Medical Examiner.

Each County shall defend, indemnify and hold harmless the other, its officers agents and employees from any and all claims, suits, actions, damages or costs, of any nature whatsoever whether for personal injury, property damage or other liability, arising out of or in any way connected with that County's acts or omissions in connection with this agreement.

No provision of this Agreement shall be deemed to relieve any insurance company which has issued a policy of insurance of its obligation to defend Gloucester, Salem and any other insured party which may be named in such policy or insurance in connection with any claims, suits or actions which are covered by the terms of such policy.

Gloucester and Salem agree as follows:

- (i) Gloucester shall give an authorized Salem representative prompt written notice of the filing of each such claim and the institution of each such suit or action, and Salem shall give an authorized Gloucester representative prompt written notice of the filing of each such claim and the institution of each such suit or action;
- (ii) Gloucester shall not, without the prior written consent of Salem, adjust, settle or compromise any such claim, suit or action with respect to the Office, and Salem shall not, without the prior written consent of Gloucester, adjust, settle or compromise any such claim, suit or action with respect to the Office.

F. REPORT OF SERVICES.

Upon request, the Medical Examiner shall provide a written report every six months detailing the activities and services performed for Salem. Said report shall be provided to Salem in a timely fashion, at the address specified herein.

G. LIMITATION OF DELEGATION.

To the extent that this Agreement constitutes a delegation of authority by Gloucester to Salem, this Agreement shall not be construed to delegate any authority other than the authority to conduct the operation of the County Medical Examiner Office on a cooperative basis.

Neither Gloucester nor Salem intends by this Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Agreement Act for the limited purpose of performing the obligations pursuant to the Agreement.

H. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event that any agreement which is contained in this Shared Services Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

I. NO PERSONAL LIABILITY. No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of either County, in his or her individual capacity, and neither the officers, agents or employees of either County nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

J. MISCELLANEOUS.

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon Gloucester, Salem and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
5. **Further Assurances and Corrective Instruments.** Salem and Gloucester shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Office or to correct any inconsistent or ambiguous term hereof.
6. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
7. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
8. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.

K. EFFECTIVE DATE. This Agreement shall be deemed to be effective as of January 1, 2013, which date shall be considered the commencement date of this Agreement.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

COUNTY OF SALEM

EARL GAGE, CLERK/ADMINISTRATOR

JULIE ACTON, DIRECTOR

D5

RESOLUTION AUTHORIZING THE COUNTY TO APPLY FOR AND ENTER INTO AN AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES, DIVISION OF DISABILITY SERVICES FOR THE RENEWAL OF THE PERSONAL ASSISTANCE SERVICES PROGRAM GRANT FROM JANUARY 1, 2013 TO DECEMBER 31, 2013 IN THE AMOUNT OF \$435,000.00

WHEREAS, there is a need for the County of Gloucester to apply and enter into an agreement with the New Jersey Department of Human Services, Division of Disability Services for the 2013 contract renewal of the Personal Assistance Services Program (PASP) Grant, to continue providing personal assistance to New Jersey residents between the ages of 18 and 70 who have chronic physical disabilities and are self-directing; and

WHEREAS, the grant is for the total amount of \$435,000.00, with the term of January 1, 2013 through December 31, 2013 and will be allocated as follows:

- \$43,500.00 or 10% Administrative Fee Paid to the "County";
- \$39,150.00 or 10% Administrative Fee Paid to Community Access Unlimited (CAU) which is the fiscal intermediary; and
- \$352,350.00 or 80% Direct Service for Consumers Banked at CAU

WHEREAS, recipients of Personal Assistance Services Program (PASP) services are required to be employed in paid occupations, receiving training or education related to employment and/or are actively participating in community based volunteer positions; and

WHEREAS, the County's Department of Health, Senior and Disability Services, Division of Disability Services reviewed all data supplied in the application renewal and in its attachments, and certifies to the Board of Chosen Freeholders of the County that all data contained in the application and in its attachments are true and correct, including, but not limited to, an annualized action plan, spending plan, etc; and

WHEREAS, the County's Department of Health, Senior and Disability Services, Division of Disability Services has submitted the grant application to the County's Department of Human Services for review, and said agency has approved said application, and the Board of Chosen Freeholders of the County understands and agrees that any grant received as a result of the application renewal will be subject to the grant conditions and other policies, regulations and rules issued for the administration of grant projects; and

WHEREAS, the County's Department of Health, Senior and Disability Services, Division of Disability Services shall be responsible for the grant implementation; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to apply for and enter into Agreement, signing any and all required documents, with the New Jersey Department of Human Services, Division of Disability Services for the 2013 contract renewal of the Personal Assistance Services Program (PASP) Grant, for the total amount of \$435,000.00, for the term from January 1, 2013 to December 31, 2013.

BE IT FURTHER RESOLVED, in the event additional funding is awarded as a result of the failure of other eligible Counties to apply, all such additional funding will be utilized on a program of PASP for the fiscal year 2013 in accordance with Grant requirements and all other conditions of this application.

BE IT FURTHER RESOLVED, funding by the County is subject to the approval of the 2013 Gloucester County Budget.

ADOPTED at a regular meeting of the Board of Chosen Freeholders at Woodbury, New Jersey on Wednesday, January 23, 2013.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK



D5

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

FREEHOLDER LIAISON
Vincent H. Nestore Jr.



DEPARTMENT OF HUMAN
SERVICES

DIRECTOR
Lisa A. Cerny

P.O. Box 337
Woodbury, NJ 08096

Phone: 856.384.6870
Fax: 856.384.0207

lcerny@co.gloucester.nj.us

www.gloucestercountynj.gov

TO: Leona Mather

DEPARTMENT: Dept. of Health, Senior and Disability Services

GRANT TITLE: Personal Assistance Services Program (PASP)

DATE: January 10, 2013

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: January 23, 2013

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



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

December 13, 2012

Cathy Henry, Director
Gloucester County Division of Disability Services
115 Budd Boulevard
West Deptford, NJ 08096

Re: Contract #13ARHS

Dear Ms. Henry:

I am writing you concerning the renewal of your agency's contract for the administration of the Personal Assistance Services Program (PASP) in Gloucester County.

We anticipate that your new allocation will be \$435,000.00 for the period of January 1, 2013 through December 31, 2013:

- \$43,500.00 or 10% Administrative Fee Paid to the County;
- \$39,150.00 or 10% Administrative Fee Paid to CAU; and –
- \$352,350.00 or 80% Direct Service for Consumers Banked at CAU

Please adhere to the updated Policy Circular P2.01, Department of Human Services' Standard Language Document for Social Service and Training Contract dated June 10, 2010 with an effective date of July 1, 2010.

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 Part 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 renewal package should be returned by December 31, 2012 to:

Joan Van Gilson, Contract Administrator
NJ Department of Human Services
Division of Disability Services
P.O. Box 700
Trenton, New Jersey 08625-0700

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

We anticipate that your continued partnership with the Division through the Personal Assistance Services Program will help enhance the provision and delivery of quality services rendered to your consumers.

Sincerely,



Joseph M. Amoroso
Director

c: Carolyn Selick
Joan Van Gilson
Walt Baranowski

DEPARTMENT OF HUMAN SERVICES

INITIAL REQUIRED CONTRACT DOCUMENTS CHECKLIST

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 # 13ARHS
 Contract Agency Gloucester County Division of Disability Services
 Contract Term January 1, 2013 – December 31, 2013
 Provider Agency's authorized signatory Leona G. Mather, Division Head

Departmental Component _____
 DHS Reviewer & Title _____

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.					
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					
Board Resolution form with authorized Signatories	X	✓			
Board Resolution/DHS forms for match responsibilities					
A dated current Board Members list	X	✓			
A copy of all applicable licenses					
A list of all contracts and grants (if not on the Annex B)	X	✓			
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	✓			
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	X	✓			
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	X	✓			
Copy of signed Payment Schedule, if applicable	X	✓			
Reports:					
Programmatic					
Fiscal					
Close out					
Other Departmental Component-specific documents (D.C. is to specify documents):					

**New Jersey Department of Human Services
Division of Disability Services**

Joseph M. Amoroso, Director, 609-292-7800

Carolyn Selick, PASP Administrator, 609-633-2392

Walter Baranowski, Fiscal Manager, 609-984-4653

Joan Van Gilson, Contract Administrator, 609-984-5233

STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES

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

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

PROMULGATED: June 30, 2010

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

I. SCOPE

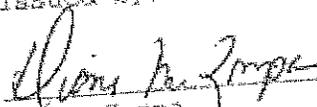
This policy circular applies to all Contracts.

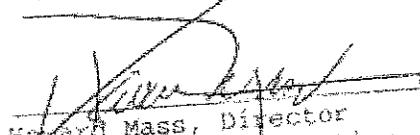
II. POLICY

A. The Standard Language Document, Attachment 1, establishes
non-negotiable obligations, responsibilities, rights and
relationships of the Contract parties. Programmatic and
fiscal differences among Contracts are contained in the
Contract Annex (es).

B. Contracts with effective dates on or after July 1, 2010,
shall use this document.

Issued by:


Diane Zompa
Chief of Staff
Department of Human Services


Howard Mass, Director
Office of Administration 6/29/10

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

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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

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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

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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

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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

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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,

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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 22 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)

Leona G. Mather

Joseph M. Amoroso

TITLE: Division Head

TITLE: Director

PROVIDER
AGENCY: Gloucester County
Division of Disability
Services

DEPARTMENTAL
COMPONENT: Division of Disability
Services

DATE: _____

DATE: _____

Contract Effective Date: January 1, 2013

Contract Expiration Date: December 31, 2013

Contract Number: 13ARHS

Contract Ceiling: \$435,000.00

Federal ID#: 21-6000660

Provider Contact Individual: Leona G. Mather, Division Head

"N.J.S.A. 52:34-13.2 CERTIFICATION"

SOURCE DISCLOSURE CERTIFICATION FORM

Contractor: Glocester County Division of Disability Services Waiver Number: 13 AR HS
I hereby certify and say:

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

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

Instructions:

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

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

Contractor and/or Subcontractor	Description of Services	Performance Location[s] by COUNTRY	Reasons why services cannot be performed in USA
Glocester County Division of Disability Services	PASP	USA	

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 Contractor to the Director, Division of Purchase and Property (the "Director").

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

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

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

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

Contractor: Glocester County Division of Disability Services
[Name of Organization or Entity]

By: _____

Title: Division Head

Print Name: Leona G. Mather

Date: _____

DEPARTMENT OF HUMAN SERVICES
DIVISION OF DISABILITY SERVICES

SUBJECT: Annex A to Standard Language Purchase of
Service Contract

PURPOSE AND USE

The Annex A is used by provider agencies to outline to DDS programmatic information about a proposed contract.

RESPONSIBILITY FOR COMPLETING THE FORM

The Annex A is completed in quadruplicate by the provider agency and submitted to the regional office as part of the contract proposal package for each new contract and each time a contract is renewed.

INSTRUCTIONS FOR COMPLETING ANNEX A

Contract I.D.# Enter on each page of the Annex A, the six character contract identification number assigned to your contract by the Regional Business Office.

PART I - GENERAL AGENCY INFORMATION

SECTION I - IDENTIFICATION

Provider Agency Enter the name of the provider agency as it appears on the contract.

Mailing Address Enter the mailing address of the provider agency.

Telephone No. Enter the area code and telephone number of the provider agency.

Federal Identification No. Enter the Federal identification number assigned to the provider agency.

Effective Dates Enter the date the contract will commence and the date it will terminate.

Contract Ceiling \$ Enter the dollar amount of the contract ceiling as it appears on line D, column 3 of the Annex B.

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

Title Enter the title of the chief executive officer of the provider agency.

Address Enter the mailing address of the chief executive officer.

Telephone No. Enter the area code and telephone number where the chief executive officer can be contacted.

All notices relevant to this contract should be sent to: Enter the name, title, mailing address, area code and telephone number of the person at the provider agency whom DDS sends all notices regarding the contract.

Program Name Enter the name of the program.

Site Address(es) Enter the address(es) of the program site(s).

Telephone No. Enter the area code(s) and telephone number(s) of the program site(s).

Program Director Enter the name of the director of the program.

Service Definition Enter the formal title and definition of the service being rendered as it appears in the most recent New Jersey Comprehensive Annual Service Program Plan.

SECTION II - AUTHORIZED SIGNATURES

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

of Signatures Required Enter the number of signatures required for each transaction.

SECTION III - SERVICE DAYS

Service will be provided as follows For each day of the week, enter the hours that service will be provided.

Emergency Provisions Describe any special arrangements which have been made to handle emergencies, e.g., radio station, special telephone number, alternate site, etc.

Service will not be provided on the following: List the occasions and dates when service will not be provided, e.g., Christmas, December 25, Independence Day, July 4, etc.

PART II - PROGRAM OPERATIONS

SECTION I - PROGRAM SUMMARY AND EVALUATION PLAN

This section is self explanatory.

SECTION II. UNIT OF SERVICE

Unit of Service Definition (s) Describe, with the assistance of the Regional contract staff, the unit used to measure the quantity of service delivered. (e.g., transportation program "one one-way trip", counseling program - "one direct service hours" etc.)

Components Enter the type(s) of service provided in this column. (e.g., homemaker, transportation, etc.)

Type of Units Enter the type of unit used to measure each component. (e.g., days, hours, miles, matches, etc.)

Total # of Units Enter the total number of units which the agency provides. Exception: for contracts in which level of service will be measured by multiplying days by spaces enter the number of spaces for which the Division is contracting.

of Contract Units Enter the number of units for which DDS is contracting. Exception: for contracts in which level of service will be measured by multiplying days by spaces enter the number of spaces for which the Division is contracting.

Of Unduplicated Clients Enter the number of clients the agency will service.

Of Optional Enrollees Enter the maximum number of overenrolled spaces to be allowed within the contract. This figure may not exceed fifteen percent of the number of contracted spaces.

SECTION III. MONTHLY CONTRACTED LEVEL OF SERVICE

A monthly contracted level of service chart is to be completed for each component.

Component Enter the type of service provided.

Column 1. Month Enter the name of each contract month.

Columns 2 through 7 are to be completed only for contracts which compute level of service by multiplying days by spaces.

Column 2. Poss. Serv. Days. For each contracts month, enter the number of days it would be possible to provide service if there were no holidays or training days in the month. Do not include weekends unless the program is usually open on weekends.

Column 3. Non-Service Days (Hol.) Indicate the number of holidays (not to exceed 13 annually) on which service will not be provided in each month.

Column 4. Non-Service Days (Trng. Days) Indicate the number of days in each month that service will not be provided due to training (not to exceed 2 annually).

Column 5. Non-Funded Days If service will not be provided for a block of time beyond the holidays and training days within the contract period list these days as non-funded days.

Column 6. Mthly. Serv. Days For each contract month, subtract the sum of columns 3, 4, and 5 from column 2 to determine the actual monthly service days and enter this figure.

Column 7. # Sp. Under Cont. Enter the number of spaces under contract each month.

Column 8. Monthly Contracted L.O.S. Multiply each number in column 6 by the number in column 7. Enter the products in column 8.

Contracts for which level of service is not computed by multiplying days by spaces should merely fill in the number of units they will deliver each month.

Annual Totals Add and enter the sums of columns 2,3,4,5,6, and 8.

PART III. - PROGRAM MANAGEMENT

SECTION I - ESSENTIAL DOCUMENTS

This Section is self explanatory.

SECTION II - PROGRAM COMPLIANCE CALENDAR

This section is completed by the DDS Field Coordinator.

Month 1 Enter the name of the first month of the contract. Describe any changes the agency must make or documents the agency must supply by the end of the first month of the contract. (e.g., Month 1 April. "The agency must develop a termination policy.")

Month 2 - Month 12 _____ Continue the above procedure for each succeeding month of the contract.

DISTRIBUTION

- Original and 2 copies - DDS Regional Office
- Copy - Provider Agency File

ATTACHMENT A - PERSONNEL INFORMATION SHEET

PURPOSE AND USE

The Personnel Information Sheet is used by the provider agency to record background information regarding all employees of the agency.

The form is used by DDS to verify that the provider agency has employed staff sufficiently qualified to meet the requirements of the contract.

RESPONSIBILITY FOR COMPLETING THE FORM

The form is completed in quadruplicate by the provider agency and attached to the Annex A as part of the proposal package submitted for each new or renewal contract.

INSTRUCTIONS FOR COMPLETING THE FORM

Contract I.D. # Enter the six character contract identification number assigned to your contract by the Regional Business Office.

List All Full and Part Time Positions List the title of each full time and part time position in your agency.

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

- name of person in the position;
- the hours the employee works daily;
- the types of degrees, licenses, certificates, etc. that the employee possesses which are pertinent to his/her position; and
- any additional credits, training, and experience, pertinent to the position, that the employee has obtained.

DISTRIBUTION

Original and 2 copies - DDS Regional Office
Copy - Provider Agency File

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

ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT
Contract I.D. #13ARHS

PART I. GENERAL AGENCY INFORMATION

SECTION I. - IDENTIFICATION

Provider Agency Gloucester County Division of Disability Services
Mailing Address 115 Budd Boulevard, West Deptford, NJ 08096
Telephone (856) 384-6842
Federal Identification # #21-6000660

Effective Dates 1/1/13 to 12/31/2013 Contract Ceiling \$280,937.50

Chief Executive Officer Robert M. Damming

Title Freeholder Director

Address PO Box 337
Woodbury, NJ 08096

Telephone 856) 853-3390

All notices relevant to this contract should be sent to:

Name Leona G. Mather

Title Division Head

Mailing Address 115 Budd Boulevard, West Deptford, NJ 08096

Telephone # (856) 384-6842

Program Name Personal Assistance Services Program

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

Telephone 856) 384-6842

Program Director Leona G. Mather

Service Definition Personal Assistance Services

ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT
 Contract I.D. #12ARHS-01

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.	Robert M. Damminger, Freeholder Director	<u>1</u>
	2.	Leona G. Mather, Division Head	
	3.	_____	
Annex B and Schedule of Estimated Claims	1.	Robert M. Damminger, Freeholder Director	<u>1</u>
	2.	Leona G. Mather, Division Head	
	3.	_____	
Annex A Level of Service Reports	1	Robert M. Damminger, Freeholder Director	<u>1</u>
	2	Leona G. Mather, Division Head	
	3.	_____	
Financial Reports	1.	Gary Schwarz, Treasurer	<u>1</u>
	2.	_____	
	3.	_____	
Contract Modification	1	Leona G. Mather, Division Head	<u>1</u>
	2.	_____	
	3.	_____	
Checks	1.	_____	_____
	2.	_____	
	3.	_____	
Other Contracts & Agreements	1.	_____	_____
	2.	_____	
	3.	_____	
Fee Assessors	1.	_____	_____
	2.	_____	
Fee Collectors	1.	_____	_____
	2.	_____	

ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT
Contract I.D. #13ARHS

PART I - GENERAL AGENCY INFORMATION

SECTION III - SERVICE DAYS

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

Sunday _____ - _____ Monday 8:30-4:30 Tuesday 8:30-4:30 Wednesday 8:30-4:30
Thursday 8:30-4:30 Friday 8:30-4:30 Saturday _____

Emergency Provisions: As needed

Service will not be provided on the following:

<u>OCCASION</u>	<u>DATE(S)</u>
New Years Day	Tuesday, January 1, 2013
Martin Luther King's Birthday	Monday, January 21, 2013
Presidents Day	Monday, February 18, 2013
Good Friday	Friday, March 29, 2013
Memorial Day	Monday, May 27, 2013
Independence Day	Thursday, July 4, 2013
Labor Day	Monday, September 2, 2013
Columbus Day	Monday, October 14, 2013
Election Day	Tuesday, November 5, 2013
Veterans Day	Monday, November 11, 2013
Thanksgiving	Thursday, November 28, 2013
	Friday, November 29, 2013
Christmas	Wednesday, December 25, 2013

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.

Include as a minimum:

- your agency's purpose, philosophy, goals and objectives;
- details about the program including a description of neighborhood where located, the facilities used by the agency and other programs sponsored by the agency;
- evidence of the need for the service in the community;
- any limitations, restrictions or priorities on service delivery;
- any unique capabilities (e.g., multi-lingual, etc.); and
- the circumstances of any previous contact with the division, state, municipal, county public agencies or other related projects and contracts.

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

- any change in the information requested above;
- how your agency has developed and made progress toward its goal in the past year; and
- 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.

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.

ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT
Contract I.D. #12ARHS-01

PART II - PROGRAM OPERATIONS

SECTION II - UNIT OF SERVICE

Unit of Service Definition(s) Hours

COMPONENTS	TYPE OF UNITS	TOTAL NUMBER OF UNITS	NUMBER OF CONTRACT UNITS	NUMBER OF UNDUPLICATED CLIENTS*	NUMBER OF OPTIONAL ENROLLEES
PASP	HOURS	25,892		25	

• where applicable

ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT
 Contract I.D. #12ARHS-01

PART II - PROGRAM OPERATIONS

SECTION III. - MONTHLY CONTRACTING LEVEL OF SERVICE

Component

Personal Assistance
 Services Program

MONTH	POSSIBLE SERVICE DAYS	NON SERVICE DAYS		NON-FUNDED DAYS	MONTHLY SERV. DAYS	# SP UNDER CONT.	MONTHLY CONTRACT LOS
		HOL.	TRNG.				
1 ST							2157
2 ND							2157
3 RD							2157
4 TH							2158
5 TH							2158
6 TH							2158
7 TH							2158
8 TH							2158
9 TH							2158
10 TH							2158
11 TH							2158
12 TH							25,892
ANNUAL TOTALS							

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

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;
- Copy of Annual Report to Secretary of State;
- List of names, titles, and addresses of current board members;
- *Copy of local certificate of occupancy;
- *Copies of all written policies which effect the contracts;
- *Copies of Municipal, Fire, Health, and Building Approvals (for on-site group programs);
- Copy of license to provide service (if required);
- Copy of courtesy inspection report (if required);
- Evidence of liability insurance policy;
- Personnel information Sheet

2. Annex B related essential documents

- Copy of the most recent agency audit/or fiscal statement;
- Copy of the most recent IRS 990 (private agencies only);
- Copy of bonding certificate;
- Copy of current lease;
- Copy of tax exempt certificate or letter; and
- Copy of Annual Report of a Charitable Organization (CO-1 or CO-3)

3. Other related essential documents

- All that is checked on the "Initial Required Contract Documents Checklist"
- All that is checked on the "Other Required Contract Documents Checklist"

4. Copies of any contract or agencies related to the program

*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 the Division that an additional copy is needed.

ADDENDUM

ANNEX A
PROGRAM INFORMATION SECTION

AGENCY NAME: Gloucester County Division of Disability Service

PROGRAM NAME: Personal Assistance Services Program (PASP)

CONTRACT TERM: 1-1-13 to 12-31-13

CONTRACT #: 13ARHS

I. SERVICE TO BE PROVIDED:

The Gloucester County Personal Assistance Services Program (PASP) continues to provide personal assistance services to 25 consumers, ages 18 to 70 that are working, going to school or volunteering in the community.

PASP is a program which requires consumers to provide self-directed over-sight of all aspects of their personal care services. A personal assistant may perform such tasks such as light housekeeping, personal care, meal preparation, providing or assisting consumer in transportation, assisting with correspondence, shopping, etc.

The consumer must complete the following documents as part of the initial application package:

1. Application for Service and Statement of Understanding
2. Income Declaration Form
3. Physician's Certification
4. Consumer Plan of Service
5. Consumer Certification Self-Care Request Form

The Consumer Plan of Service indicates the consumer's needs and how they will be met by the personal assistant. Within 90 days from the date of inquiry, the County Consultant contacts the consumer regarding their eligibility for the program. All determinations are made in writing.

Consumers are reassessed on an annual basis, and may receive a service allocation of between 5 and 40 hours of personal care per week. PASP is a supplemental program, therefore, applicants must exhaust all other assistance programs, resources, and options before applying for PASP services.

II. PROGRAM GOAL:

The goal of the Gloucester County PASP is to enable consumers who have permanent physical disabilities to remain active in the community by providing them with personal care services. PASP regulations require a consumer to be self-directing; therefore, each consumer must take charge of supervising and coordinating all aspects of their daily personal care services.

III. TARGET POPULATION:

The target population by definition is a county resident between the ages of 18 and 70, with a permanent physical disability, capable of self-directing and demonstrating proof of program activity (working, volunteering or going to school).

IV. PROGRAM DESCRIPTION:

The Gloucester County Division of Disability Services located at 115 Budd Boulevard, West Deptford, NJ 08096, acts as Consultant to the program for eligible consumers in Gloucester County. This program provides personal assistance to qualifying disabled residents between the ages of 18 and 70.

The Office works in conjunction with the State Office of Human Services/Division of Disability Services and Community Access Unlimited (CAU), the fiscal intermediary that has been in place since the change to PASP in the Cash Model. Gloucester County transitioned to Cash Model as of August 1, 2012. New regulations have raised the age limit from 65 to 70 and the reimbursement rate is \$15 per hour weekdays, weekends and holidays. Gloucester County no longer contracts with outside agencies for services, PASP in the Cash Model now gives the consumer the choice of hiring an agency or directly hiring an assistant themselves. The consumer negotiates the price they will pay hourly for their services and works with CAU in processing of those payments. Job responsibilities for the assistants include (but are not limited to) personal care assistance, chore services, assistance to students on campus, transportation and light housekeeping.

The program allows consumers to receive routine non-medical task assistance from the assistant if they are assessed as capable of directing the specific service. These services will not be provided without the prior assessment of a licensed registered nurse along with the approval of the County Program Administration and the consumer's chosen assistant.

The County Office has social workers and/or nurses from the Gloucester County Board of Social Services conduct initial assessments, self care certifications and annual reassessments. At this time the PASP program has 25 active participants. The program has a wait list of two, both of which we included in our 2013 request.

V. ACCESS TO PROGRAM SERVICE:

The Gloucester County Division of Disability Services serves as consultant to PASP in Gloucester County. The program is listed in office brochures which may be presented at vendor events, training seminars, or conferences. Program information is also disseminated by phone.

Office facilities are accessible to persons with disabilities. However, services are generally provided directly to the consumer in the home environment posing no service barrier. Social work assessment visits are arranged in-home and mandatory program training can be arranged for any home-bound consumers.

VI. PROGRAM OBJECTIVES:

a. Outcome Objective(s)

The objective of PASP in Gloucester County is to continue the outreach and service to the greatest number of consumers that the budget allows. The annual operating budget for FY 2012 is \$

VII. MEASUREMENT:

a. Outcome Objective(s)

A consumer's ability to remain living independently in a community-based setting is evaluated annually by reassessment and by follow-up visits. In addition, consumers and program staff communicate regularly and keep each other informed of their status.

b. Level of Service Objective(s)

Monthly PASP case reports will now be completed by CAU. The County Office will continue to provide monthly contract reports and well as quarterly fiscal reports.

VIII. PROGRAM CHANGES/IMPROVEMENTS:

a. Outcome Objective(s)

- All consumers successfully transitioned to PASP in the Cash Model

b. Level of Service Objective(s)

Gloucester County PASP currently maintains 25 consumers and has a waiting list of two, with both having been included in our 2013 budget request.

c. Program Improvements/Changes/Goals

- For 2012 the assessments have been completed by two assessors. We feel it would be beneficial to have at least one more trained assessor so as to not put too much stress on just two people.

GLOUCESTER COUNTY INSURANCE COMMISSION
GLOUCESTER COUNTY
1 North Broad Street
Woodbury, NJ 08096

CERTIFICATE OF INSURANCE
REQUEST FORM

INSTRUCTIONS:

- Complete the information requested.
- Save as "COI Request for *name of certificate holder*.
- Email request to Maria Rios @ mrrios@co.gloucester.nj.us. Request will be forwarded to the GCIC's Risk Management Consultant (Hardenbergh Insurance Group) to be issued.
- Certificates are issued within 24 hours of receipt (if a "rush" please indicate so in email).
- Copies of the Certificate will be emailed to: Requestor and Maria Rios.
- Original Certificate will be mailed to Certificate Holder.

CERTIFICATE HOLDER (Name and Address): DATE OF REQUEST: 11/17/11

State of New Jersey

REQUESTOR: Diann DiLaurentis

Dept. of Human Services

REQUESTOR'S EMAIL:

PO Box 700

ddilaurentis@co.gloucester.nj.us

REQUESTOR'S PHONE #: 856-681-6130

Trenton, NJ 08625-0700

PLEASE INDICATE (X) COVERAGES REQUESTED:

- General Liability \$1,000,000 each occurrence/\$3,000,000 total aggregate
- Auto Liability
- Auto Physical Damage
- Excess Liability
- Property
- Workers' Compensation
- Public Officials Liability/Educators Legal Liability
- Crime/Fidelity Bond

DESCRIPTION: (include purpose of certificate, if additional insured or loss payee wording is required, if evidence for auto coverage include make model and VIN of vehicle, etc.)

General Liability coverage fir Personal Assistance Services Program (PASP) contract # 12ARHS, contract period 1/1/12 through 12/31/12. This certificate is needed for inclusion in the grant package.

ANY ADDITIONAL INFORMATION NECESSARY TO ISSUE THIS CERTIFICATE
SHOULD BE ATTACHED TO THIS FORM

POLICY CIRCULAR

State of New Jersey
Department of Human Services

SUBJECT: Standardized Board Resolution Form

EFFECTIVE: This policy shall become effective August 1, 2009.

PROMULGATED: July 20, 2009

SUPERCEDES: Standardized Board Resolution Form, promulgated
November 21, 2007

PURPOSE: The purpose of this policy circular is to standardize the content of the Provider Agency Board Resolutions across all Department of Human Services (DHS) Departmental Components to assure that all of the required obligations are identified and committed to by the Provider Agency Board.

I. SCOPE

This policy circular applies to all DHS Third Party incorporated contracted Provider Agencies, Universities/Colleges and for-profit organizations.

II. POLICY

Periodically Boards of Directors in conducting the business of their organizations attest to their actions or decisions by way of written resolutions. The DHS requires Contract Providers to complete and file the attached standard board resolution when executing a DHS Third Party Social Service Contract.

A. Requirements for completion, updating and submission

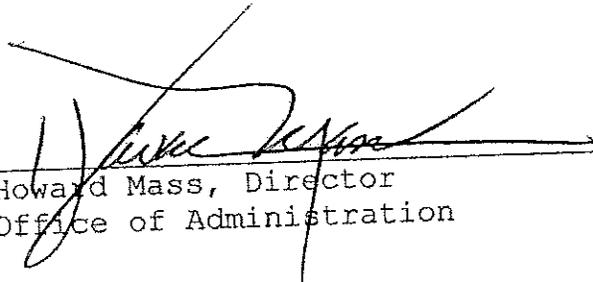
The Attachment I, Page 1 is to be completed by the Agency and the same for Attachment II.

When any changes occur which would affect the contents of the form, the Board is to convene and complete a new Board

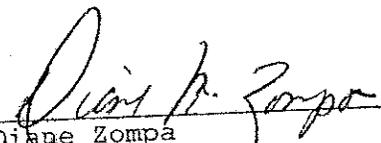
Resolution and submit it to the Departmental Component within 10 business days of the change unless otherwise specified in the DHS policy.

The completed form is to be returned to the Departmental Component with all other required contract documents as part of the contract package. (See Policy Circular P1.01, Documents and Conditions Required for Processing, Executing and Documenting a DHS Third Party Contract.)

Issued by:



Howard Mass, Director
Office of Administration



Diane Zompa
Chief of Staff
Department of Human Services

STANDARDIZED BOARD RESOLUTION

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 A or B):

- A) a covered entity (as defined in 45 CFR 160.103)
- B) a non-covered entity and has executed a DHS Business Associate Agreement (BAA) last dated 4/8/11.
- C) a non-covered entity that will not be receiving or sharing personal health information.

Once executed, the BAA will be included in the Departmental Component'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 that if there is any change in their BAA Status the Departmental Component will be immediately notified and the appropriate information provided within 10 business days.

* This section is not applicable for DCF Office of Education Contracts.

2. Legal Advice

The Board acknowledges that the Department of Human Services does not and will not provide legal advice regarding the contract or about any facet of the relationship between the Department of Human Services and 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 Human Services.

DEPARTMENT OF HUMAN SERVICES (DHS)

Standardized Board Resolution Form

Supporting Information for Contract # 13ARHS for Contract

Period January 1, 2013 to December 31, 2013.

Agency: Gloucester County Division of Disability Services

Certification:

We certify that the information contained in, or included with, this contract document is accurate and complete.

N/A
Chairperson, Board of Directors

Date



Division Head
Leona G. Mather

Jan 3, 2013

Date

Authorized Signatories for Contract documents, checks and invoices are: (List full name and title) (add additional pages, if needed)

Robert M. Damming
Name

Freeholder Director
Title

Gary Schwarz
Name

Treasurer
Title


Leona G. Mather
Name

Division Head
Title

2013

County of Gloucester Board of Chosen Freeholders

Robert M. Damminger, Freeholder Director

Giuseppe (Joe) Chila, Deputy Freeholder Director

Lyman Barnes, Freeholder Liaison

Vincent H. Nestore, Jr., Freeholder

Heather Simmons, Freeholder

Adam J. Tallaferro, Freeholder

Larry Wallace, Freeholder

Gloucester County Office of Disability Services

2013 Contracts with:

Department of Human Services

Department of Child and Family Services

State Department of Human Services
Division of Disability Services
Personal Assistance Services Program (PASP)
\$435,000.00

State Department of Health and Senior Services
Division of Family Health Services
Special Child Health Case Management (SCH/CM)
\$167,373

State Department of Human Services
Division of Mental Health and Addiction Services
Drug and Alcohol Services
\$578,995

BUSINESS ASSOCIATE AGREEMENT AMENDING
CONTRACT (13ARHS)

Between the New Jersey Department of Human Services
And Gloucester County Division of Disability Service

This Business Associate Agreement sets forth the responsibilities of **Gloucester County Division of Disability Services** with an address of 115 Budd Boulevard, West Deptford, NJ 08096 (Business Associate) and the New Jersey Department of Human Services (or fill in the Appropriate Division), as a Covered Entity, in relationship to Protected Health Information (PHI), as those terms are defined and regulated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations adopted thereunder by the Secretary of the United States Department of Health and Human Services, with the intent that the Covered Entity shall at all times be in compliance with HIPAA and the underlying regulations. This Business Associate Agreement is an Amendment to the Underlying Contract (13ARHS) between Business Associate and Covered Entity and sets forth additional terms that may modify the Underlying Contract.

A. **Definitions:**

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

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

- h. *Required by Law*: "Required by Law" shall have the same meaning as in 45 CFR 164.501.
 - i. *Secretary*: "Secretary" shall mean the Secretary of the United States Department of Health & Human Services or his designee.
 - j. *Underlying Contract*: "Underlying Contract" shall mean the agreement between Covered Entity and Business Associate for the Personal Assistance Services Program, designated as Contract (13ARHS).
2. All other terms used herein shall have the meaning specified in the Privacy Rule or in the absence of if no meaning is specified, shall have their plain meaning.

B. Obligations and Activities of Business Associate

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

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

period of six years from the date of its creation or the date when it was last in effect, whichever is later.

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

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

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

Notice of Privacy Practices or other policies adopted by Covered Entity pursuant to the Privacy Rule.

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

1. *Term.* This Agreement shall be effective as of January 1, 2013 and it shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created, maintained or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with subsection 3, below.
2. *Termination for Cause.* Upon Covered Entity's knowledge of a material breach or violation(s) of any of the obligations under this Agreement by Business Associate, Covered Entity shall, at its discretion, either:
 - a. *Opportunity to Cure.* Provide an opportunity for the Business Associate to cure the breach or end the violation upon such terms and conditions as Covered Entity shall specify and if Business Associate does not cure the breach or end the violation upon such terms and conditions as Covered Entity has specified. Covered Entity may terminate the Underlying Contract (13ARHS) and require that Business Associate fully comply with the procedures specified in subsection 3, below;
 - b. *Termination of Underlying Contract.* Immediately terminate the Underlying Contract and require that Business Associate fully comply with the procedures specified in subsection 3, below, if Business Associate has breached a material term of this Agreement and Covered Entity has determined, in its sole discretion, that cure is not possible; or
 - c. *Report to the Secretary.* If neither termination nor cure is feasible, as determined by Covered Entity in its sole discretion, Covered Entity shall report the violation to the Secretary.
3. *Effect of Breach of this Agreement on Termination of the Underlying Contract.*
 - a. *Obligation to Return or Destroy All PHI.* Except as provided in paragraph b of this section, upon termination of the Underlying Contract for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.
 - b. *Certification of Return or Destruction.* Business Associate shall provide Covered Entity with a certification, within 30 days, that neither it nor its subcontractors or agents maintains any PHI in any form, whether paper, electronic or film, received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. Covered Entity shall

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

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

E. **Indemnification and Release**

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

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

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

F. **Miscellaneous**

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

Business Associate: Gloucester County Division of Disability Services

115 Budd Boulevard

West Deptford, NJ 08096

Facsimile # 856-384-6849

Covered Entity: 1. Privacy Officer
Harry J. Pizutelli, TBI Fund Manager
Division of Disability Services
PO Box 700, First Floor
Trenton, NJ 08625-0700

Facsimile #

2. Division of Disability Services
Joseph Amoroso, Director
PO Box 700, First Floor
Trenton, NJ 08625-0700

Facsimile #

(609) 292-1233

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

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

Covered Entity:

Business Associate:

Signature

Signature

Joseph Amoroso
Printed Name

Leona G. Mather
Printed Name

Director, Division of Disability Services
Title

Division Head
Title

Department of Human Services
Agency

Gloucester County Division of Disability
Services
Agency

Date

Date

DEPARTMENT OF HUMAN SERVICES
 Division of Disability Services (DDS)
 SCHEDULE OF ESTIMATED CLAIMS

[X] ORIGINAL
 [] MODIFICAT.

FROM Jan-01-2013 TO Dec-31-2013

PROVIDER: Gloucester County Division of Disability Services (1) _____ (2) _____ (3) _____ (4) _____ (5) _____ (6) _____ (7) _____

CONTRACT #: 13ARHS

UNIT OF SERVICE:

SERVICE PERIOD MONTH YEAR	COMPONENT	COMPONENT	COMPONENT	COMPONENT	COMPONENT	COMPONENT	COMPONENT	ESTIMATED MONTHLY	ESTIMATED TOT
	PASP								
JAN	\$36,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,250.00	
FEB	\$36,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,250.00	
MAR	\$36,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,250.00	
APR	\$36,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,250.00	
MAY	\$36,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,250.00	
JUNE	\$36,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,250.00	
JULY	\$36,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,250.00	
AUG	\$36,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,250.00	
SEPT	\$36,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,250.00	
OCT	\$36,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,250.00	
NOV	\$36,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,250.00	
DEC	\$36,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,250.00	
TOTALS	\$435,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$435,000.00	

AGENCY AUTHORIZED SIGNATURE: _____ DATE: _____

Leona G. Mather

DDS USE ONLY

COST RELATED _____ NON COST RELATED _____

Reimbursement:

- _____ periodic on report expenditures
- _____ installments
- _____ provisional rate

EXPENDITURE SUMMARY: NONE MONTHLY _____ QTRLY _____ OT
 ADVANCE PAYMENT: NONE MONTH(S) _____

435,000

CONTRACT REIMBURSABLE CEILING

— fixed rate

ION

CLAIMS
ALS

YTD

\$36,250.00
\$72,500.00
\$108,750.00
\$145,000.00
\$181,250.00
\$217,500.00
\$253,750.00
\$290,000.00
\$326,250.00
\$362,500.00
\$398,750.00
\$435,000.00
\$435,000.00

HER



51

RESOLUTION AUTHORIZING PURCHASE OF NEW JERSEY TRANSIT BUS PASSES FOR CLIENTS OF THE GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES FROM FEBRUARY 1, 2013 TO JANUARY 31, 2014, FOR A MAXIMUM AMOUNT OF \$400,000.00

WHEREAS, as per Division of Family Development Instruction No. 07-7-2, Regulatory Reference: N.J.A.C. 10:90-5.4, a County or Municipal Agency, as appropriate, shall make transportation services available to Work First New Jersey ("WFNJ")/General Assistance ("GA")/Temporary Assistance for Needy Families ("TANF") recipients; and

WHEREAS, recipient clients having no transportation must still travel for purposes such as search for housing; attending mandatory bi-monthly housing workshops; looking for and retaining employment; attending One Stop employment-related activities; and, for medical transportation; and

WHEREAS, participation in such program activities by Social Services' clients is an important part of the effectiveness of the Social Services programs, and the provision of New Jersey Transit bus passes for program participants will enable them to meet program goals; and

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

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

WHEREAS, bus passes from New Jersey Transit will be purchased on an as-needed basis for an amount not to exceed \$400,000.00; therefore, this does not obligate the County to make any purchase and therefore, no Certificate of Availability of funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Gloucester County Division of Social Services is hereby authorized to purchase bus passes from NJ Transit to be utilized for the hereinabove purposes for clients receiving financial and housing assistance for the period from February 1, 2013 to January 31, 2014 for a maximum amount of \$400,000.00.

BE IT FURTHER RESOLVED, these services are provided on an as-needed basis and are therefore open-ended; and, prior to any purchase being made a certification must be obtained from the Purchasing Agent of Gloucester County certifying that sufficient funds are available at that time for that particular purchase, and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, held on January 23, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

E2

RESOLUTION AUTHORIZING A ONE YEAR EXTENSION TO THE CONTRACTS FOR HUMAN SERVICES FROM JANUARY 1, 2013 TO DECEMBER 31, 2013:

- A) ROBINS' NEST, INC., PER RFP# 012-002-YSC-02;**
- B) CENTER FOR FAMILY SERVICES, INC., PER RFP# 012-002-YSC-03;**
- C) ROBINS' NEST, INC., PER RFP# 012-002-YSC-04;**
- D) ROBINS' NEST, INC., PER RFP# 012-002-YSC-06;**
- E) YOUTH ADVOCATE PROGRAM, INC., PER RFP# 012-002-YSC-07;**
- F) CENTER FOR FAMILY SERVICES, INC., PER RFP# 012-002-YSC-08;**
- G) ROBINS' NEST, INC., PER RFP# 012-002-YSC-09;**
- H) WOODBURY CITY BOARD OF EDUCATION, PER RFP# 012-002-YSC-14**

WHEREAS, the County has recognized the need various programs for the citizens and youth of Gloucester County; and

WHEREAS, the County awarded contracts per RFP #012-002-YSC, for various programs for the citizens and youth of Gloucester County, the specifications provided the County with the option to extend for two (2) one (1) year terms, with the contract amount to change depending on the amounts awarded and allocated by State grants; and

WHEREAS, the Purchasing Director has recommended that the option to extend be exercised, extending the Contracts for one (1) year term through December 31, 2013; and

WHEREAS, the contract awarded to Robins' Nest, Inc., with offices at 42 South Delsea Drive, Glassboro, New Jersey, 08028, on January 18, 2012, per RFP #012-002-YSC-02 shall be extended through December 31, 2013, for an amount not to exceed \$44,000.00; and

WHEREAS, the contract was awarded to Center for Family Services, Inc., with offices at 584 Benson Street, Camden New Jersey, 08103, on February 15, 2012, per RFP #012-002-YSC-03 shall be extended through December 31, 2013, for an amount not to exceed \$39,000.00; and

WHEREAS, the contract awarded to Robins' Nest, Inc., with offices at 42 South Delsea Drive, Glassboro, New Jersey, 08028, on January 18, 2012, per RFP #012-002-YSC-04 shall be extended through December 31, 2013, for an amount not to exceed \$44,000.00; and

WHEREAS, the contract was awarded to Robins' Nest, Inc., with offices at 42 South Delsea Drive, Glassboro, New Jersey, 08028, on January 18, 2012, per RFP #012-002-YSC-06 shall be extended through December 31, 2013, for an amount not to exceed \$75,000.00; and

WHEREAS, the contract was awarded to Youth Advocate Program, Inc., with headquarters located at 2007 North Third Street, Harrisburg, 17102, and with local offices at 877 Kings Highway, Suite 400, West Deptford, New Jersey, 08096, on January 18, 2012, per RFP #012-002-YSC-07, shall be extended through December 31, 2013, for an amount not to exceed \$43,000.00; and

WHEREAS, the contract was awarded to Center for Family Services, Inc., with offices at 584 Benson Street, Camden New Jersey, 08103, on January 18, 2012, per RFP #012-002-YSC-08 shall be extended through December 31, 2013, for an amount not to exceed \$57,000.00; and

WHEREAS, the contract was awarded to Robins' Nest, Inc., with offices at 42 South Delsea Drive, Glassboro, New Jersey, 08028, on January 18, 2012, per RFP #012-002-YSC-09 shall be extended through December 31, 2013, for an amount not to exceed \$18,000.00; and

WHEREAS, the contract was awarded to Woodbury City Board of Education, with offices located at 25 North Broad Street, Woodbury, NJ, 08096, on January 18, 2012, per RFP #012-002-YSC-14 shall be extended through December 31, 2013, for an amount not to exceed \$60,000.00; and

WHEREAS, the contract extensions shall be for estimated units of services, on an as-needed basis; therefore, the contracts are open ended, which does not obligate the County of Gloucester to make any purchases; and, therefore, no Certificate of Availability of Funds is required at this time; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time and prior to any purchase being made or service rendered pursuant to the within award, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County of Gloucester hereby exercises its option to extend the contracts for an additional one year period (January 1, 2013 through December 31, 2013) for various programs for the citizens and youth of Gloucester County with Robins' Nest, Inc., for an amount not to exceed \$44,000.00; Center for Family Services, Inc., for an amount not to exceed \$39,000.00; Robins' Nest, Inc., for an amount not to exceed \$44,000.00; Robins' Nest, Inc., for an amount not to exceed \$75,000.00; Youth Advocate Program, Inc., for an amount not to exceed \$43,000.00; Center for Family Services, Inc., for an amount not to exceed \$57,000.00; Robins' Nest, Inc., for an amount not to exceed \$18,000.00; and Woodbury City Board of Education, for an amount not to exceed \$60,000.00.

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

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, January 23, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

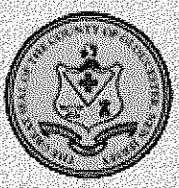
EB-ELC



BOARD OF
CHOSEN FREEHOLDERS
COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

To: The Board of Chosen Freeholders
From: Peter M. Mercanti, Purchasing Director
Date: January 11, 2013
Re: Request for Proposals, Competitive Contracting:
RFP 13-007 Juveniles in Family Crisis,
RFP 13-008 Psychiatric and Mental Health Services
RFP 13-009 Children's Day Care,
RFP 13-010 Family Intervention Program,
RFP 13-012 Disabled Employment,
RFP 13-013 Real Life Choices
RFP 13-014 Family Supportive Counseling Services,



DEPARTMENT OF
PURCHASING

DIRECTOR
Peter M. Mercanti

PO Box 337
Woodbury, NJ 08096

Phone 856.853.3420
Fax 856.853.8504

purchasing@co.gloucester.nj.us

www.co.gloucester.nj.us

The potential contracts for the above mentioned services for the Gloucester County Department of Human Services, Outside Agency funding were procured pursuant to N.J.S.A.40A:11-4.1(g) and N.J.A.C.5:34-4.1 et seq., *Competitive Contracting Request for Proposals*. The Gloucester County Freeholder Board issued a resolution authorizing the use of competitive contracting in this instance. This process has been administered jointly by County Counsel and the County Purchasing Director, pursuant to N.J.S.A. 40A:11-4.3(b).

The G.C. Gloucester Department of Human Services Allocations Committee consisted of Chairperson Robert Bamford from the Gloucester County Health and Senior Services, Jack Brower from the G.C. Department of Human Services and Mike Burke as a treasury representative. I was present as staff to the committee. All committee members were familiar with the allocations process and the services to be provided.

On October 19, 2012 the specifications for RFP 13-007, RFP 13-008, RFP 13-009, RFP 13-010, RFP 13-013 and RFP 13-014 were advertised.

On November 16, 2013 the specifications for RFP 13-012 were advertised. On November 8, 2012 requests for proposal were opened. The County received nine (9) proposals. Three were received for RFP 13-009. One proposal each was received for all the RFP packages.

After the review, committee members scored the vendors as based on the specifications. These scores were then tabulated into the chart referenced below indicating total points awarded.

The Committee recommends that the awards of contract be awarded to the following vendors for their services:

1. RFP#012-007 JUVENILES IN FAMILY CRISIS

The Center for Family Services, Inc. was the only applicant.
2012 Department Funding Recommendation \$90,734.00

2. RFP#013-008 MENTAL HEALTH SERVICES

NewPoint Behavioral Health Care was the only applicant.
Psychiatric Emergency Screening Services

2012 Department Funding Recommendation \$45,000.00

Case Management Services

2012 Department Funding Recommendation \$17,500.00

Outpatient Services

2012 Department Funding Recommendation \$151,000.00

3. RFP#013-009 DAYCARE SERVICES

2013 Departmental Funding Available \$39,882.00

There were three providers who applied for funding. Glassboro Child Development Center, Inc., Woodbury Child Development, Inc., and Repauno Day Care. Upon review of the committee is recommending each receive the following:

Glassboro Child Development Center, Inc.

2013 Departmental Funding Recommendation \$20,000.00

Woodbury Child Development Center, Inc.

2013 Departmental Funding Recommendation \$14,882.00

Repauno Preschool Daycare, Inc.

2013 Departmental Funding Available \$5,000.00

4. RFP# 013-010 FAMILY INTERVENTION SERVICES

The ARC Gloucester was the only applicant.

2012 Department Funding Recommendation \$22,000.00

5. RFP#013-012 DISABLED EMPLOYMENT

The Abilities Center of Southern N.J. was the only applicant

2013 Department Funding Recommendation \$25,000.00

6. RFP# 013-013 REAL LIFE CHOICES

The ARC Gloucester was the only applicant.

2013 Department Funding Recommendation \$15,000.00

7. RFP# 013-014 FAMILY SUPPORTIVE COUNSELING SUPPORT

The Center for Family Services, Inc was the only applicant.

2012 Department Funding Recommendation \$82,460.00

SUMMARY OF SCORES:

007. Juveniles in Families in Crisis – The Center for Family Services

The Committee found the proposal complete and scored an average of 294 points out of 300 possible. There were no other bids for the service.

008. Psychiatric and Mental Health Services – New Point Behavioral Health

The Committee found the proposal complete and scored an average of 293 points out of 300 possible. There were no other bids for the service.

009. Children's Day Care Services

a. Glassboro Child Development

The Committee found the proposal complete and scored an average of 288 points out of 300 possible.

b. Woodbury Child Development

The Committee found the proposal complete and scored an average of 285 points out of 300 possible.

c. Repauno Day Care

The Committee found the proposal complete and scored an average of 269 points out of 300 possible.

010. Family Intervention Program – The Arc Gloucester

The Committee found the proposal complete and scored an average of 196 points out of 200 possible. This agency has done an outstanding job and held the contract for this service previously. There were no other bids for the service.

012. Disabled Employment – The Abilities Center of Southern NJ

The Committee found the proposal complete and scored an average of 293 points out of 300 possible. This agency has done an outstanding job and held the contract for this service previously. There were no other bids for the service.

013. Psychiatric and Mental Health Services – New Point Behavioral Health

The Committee found the proposal complete and scored an average of 293 points out of 300 possible. There were no other bids for the service.

014. Family Supportive Counseling Services – The Center for Family Services

The Committee found the proposal complete and scored an average of 295 points out of 300 possible. There were no other bids for the service.

E3

RESOLUTION AUTHORIZING THE COUNTY TO ENTER INTO A CONTRACT WITH CENTER FOR FAMILY SERVICES, INC., TO PROVIDE SHELTER CARE AND HOUSING FOR JUVENILES IN FAMILY CRISIS FOR AN AMOUNT NOT TO EXCEED \$90,734.00 PER YEAR TO BE PAID IN QUARTERLY PAYMENTS FROM JANUARY 1, 2013 TO DECEMBER 31, 2015

WHEREAS, the County of Gloucester has recognized the need to provide Shelter Care and Housing for Juveniles in Family Crisis; and

WHEREAS, the County requested proposals, via RFP #013-007, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

WHEREAS, the evaluation, based on the established criteria, concluded that Center for Family Services, Inc., with offices at 584 Benson Street, Camden, New Jersey 08103, made the most advantageous proposal; and

WHEREAS, this contract has been awarded pursuant to Gloucester County's Fair and Open Procurement Process, consistent with the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, the contract shall be for estimated units of service, for an amount not to exceed \$90,734.00 per year, from January 1, 2013 to December 31, 2015, pursuant to the proposal submitted by the Vendor, therefore this contract is open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time, continuation of the contract beyond the first three months of 2013, 2014 and 2015 is conditioned upon the approval of the Gloucester County Budget for each year; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time and prior to any purchase being made or service rendered pursuant to the within agreement, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders, County of Gloucester that the Freeholder Director and the Clerk of the Board are hereby authorized to execute the contract with the Center for Family Services, Inc. for the provision of shelter care and housing services for juveniles in family crisis, for an amount not to exceed \$90,734.00 per year, from January 1, 2013 to December 31, 2015.

BE IT FURTHER RESOLVED that prior to any purchase being made or service rendered pursuant to the within award, a Certificate of Availability must be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose and identifying the line item of the County Budget from which said funds will be paid.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, January 23, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

EB

**CONTRACT BETWEEN
CENTER FOR FAMILY SERVICES, INC.
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the **1st** day of **January 2013**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **Center for Family Services, Inc.**, of 584 Benson Street, Camden, New Jersey 08103, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, there exists a need for the County to Contract for shelter care and housing for juveniles of Gloucester County in family crisis, as more particularly set forth in **RFP-013-007**; and

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

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

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

TERMS OF AGREEMENT

1. **TERM.** The term of the contract shall be for the period commencing January 1, 2013 and concluding December 31, 2015, as more specifically in RFP-013-007.
2. **COMPENSATION** Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor's proposal dated November 7, 2012 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 13-007. The proposal is incorporated into, and made part of this Contract, by reference. Vendor shall be paid in an amount not to exceed \$90,734.00 per year.

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

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

Each invoice shall contain an itemized, detailed description of all products shipped.

Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall as set forth be in the County's RFP-13-007, and Vendor's responsive proposal, dated November 7, 2012, which are incorporated by reference in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-13-007.

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

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

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

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

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

from time to time and the Americans with Disabilities Act.

The vendor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

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

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

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

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

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by

virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

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

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

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

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

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

10. **SET-OFF**. Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
11. **PREVENTION OF PERFORMANCE BY COUNTY**. In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.
12. **METHODS OF WORK**. Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NONWAIVER**. The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY**. In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES**. This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES**. Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW**. The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.
18. **INDEPENDENT VENDOR STATUS**. The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.
19. **CONFIDENTIALITY**. Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior

approval of the County.

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

21. CONTRACT PARTS. This Contract consists of this Contract document, RFP-13-007 issued by the County of Gloucester and Vendor's responsive proposal dated November 7, 2012. Should there occur a conflict between this form of Contract and RFP-13-007, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP-13-007, and the Vendor's proposal dated November 7, 2012, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective this 1st day of January, 2013.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M DAMMINGER, DIRECTOR

ATTEST:

**CENTER FOR FAMILY
SERVICES, INC.**

**RICHARD STAGLIANO,
EXECUTIVE DIRECTOR**

E3

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

Certificate of Availability of Funds

TREASURER'S NO. 13-00383 DATE 1/15/13

BUDGET NUMBER - CURRENT YR 3-01-27-366-001-20201 B DEPARTMENT Human Services

AMOUNT OF CERTIFICATION \$226,835.00 COUNTY COUNSEL Thomas Campo

DESCRIPTION: To enter into a contract for \$90,734.00. Balance will be encumbered upon approval of permanent budget. To enter into a contract with Center for Family Services for Shelter Care and Housing for Juveniles of Gloucester County in Family Crisis as more particularly set forth in RFP 013-007 for the period commencing January 1, 2013 and concluding December 31, 2015. Three year contract is \$90,734.00 per year.

VENDOR: Center for Family Services

ADDRESS: 584 Binson Street
Camden NJ 08103

Tom A. Cray
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
NOT APPROVED

DATE PROCESSED 1-17-13

*Jan 23, 2013
Freeholder Meeting*

E4

RESOLUTION AUTHORIZING AWARD OF A SPLIT RFP FROM JANUARY 1, 2013 TO DECEMBER 31, 2015, AS PER RFP# 013-008, TO BE PAID IN QUARTERLY PAYMENTS, TO 1) NEWPOINT BEHAVIORAL HEALTH CARE, INC., IN AN AMOUNT NOT TO EXCEED \$45,000.00 PER YEAR; 2) NEWPOINT BEHAVIORAL HEALTH CARE, INC., IN AN AMOUNT NOT TO EXCEED \$17,500.00 PER YEAR; 3) NEW POINT BEHAVIORAL HEALTH CARE, INC., IN AN AMOUNT NOT TO EXCEED \$151,000.00 PER YEAR

WHEREAS, the County requested proposals, via RFP # 013-008, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

WHEREAS, the evaluation, based on the established criteria, concluded that Newpoint Behavioral Health Care, Inc., with offices at 404 Tatum Street, Woodbury, New Jersey 08096, one of three of the most advantageous proposal, for an amount not to exceed \$45,000.00 per year, as there exists a need for the County to Contract for psychiatric services for the citizens in need of said services on an emergency basis; and

WHEREAS, the evaluation, based on the established criteria, concluded that Newpoint Behavioral Health Care, Inc., with offices at 404 Tatum Street, Woodbury, New Jersey 08096, one of three of the most advantageous proposal, for an amount not to exceed \$17,500.00 per year, as there exists a need for the County to Contract for services to meet the personnel and program requirements of the Recognized Public Health Activities and Minimum Standards of Performance for Local Boards of Health in the New Jersey Administrative Code (Title 8, Chapter 52) as revised effective January 1, 1987, insofar as they apply to the Mental Health Services; and

WHEREAS, the evaluation, based on the established criteria, concluded that Newpoint Behavioral Health Care, Inc., with offices at 404 Tatum Street, Woodbury, New Jersey 08096, one of three of the most advantageous proposal, for an amount not to exceed \$151,000.00 per year, as there exists a need for the County to Contract for outpatient services, including psychiatric evaluation, medication monitor and intake assessments; and

WHEREAS, the contracts have been awarded pursuant to Gloucester County's Fair and Open Procurement Process, consistent with the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, the contracts shall be for an estimated units of service, for a term of three years, beginning January 1, 2013 and ending December 31, 2015, pursuant to the proposal submitted by the Vendor, therefore this contract is open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time and prior to any purchase being made or service rendered pursuant to the within award, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and the Clerk of the Board are hereby authorized to execute the contracts for various programs and services for the citizens and youth of Gloucester County, in accordance with and pursuant to proposals submitted, each for a period of three years, beginning January 1, 2013 and ending December 31, 2015 with Newpoint Behavioral Health Care, Inc., for an amount not to exceed \$45,000.00 per year, for psychiatric services for the citizens in need of said services on an emergency basis; Newpoint Behavioral Health Care, Inc., for an amount not to exceed \$17,500.00 per year, for services to meet the personnel and program requirements of the Recognized Public Health Activities and Minimum Standards of Performance for Local Boards of Health in the New Jersey Administrative Code (Title 8, Chapter 52) as revised effective January 1, 1987, insofar as they apply to the Mental

Health Services; and Newpoint Behavioral Health Care, Inc., for an amount not to exceed \$151,000.00 per year, for outpatient services, including psychiatric evaluation, medication monitor and intake assessments .

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

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, January 23, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

E4

**CONTRACT BETWEEN
NEWPOINT BEHAVIORAL HEALTH CENTER
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the **18th day of January 2013**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **Newpoint Behavioral Health Center**, of 404 Tatum Street, Woodbury, New Jersey 08096, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need for the County to Contract for psychiatric services for the citizens in need of said services on an emergency basis, as more particularly set forth in **RFP-012-013**; and

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

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for the period commencing January 1, 2013 and concluding December 31, 2013, as more specifically in RFP-012-013.

2. **COMPENSATION** Contract shall be for estimated units of service, with the minimum contract amount of Zero and a maximum contract amount of \$45,000.00, pursuant to the proposal submitted by the Contractor, therefore this contract is open ended, which does not obligate the County of Gloucester to make any purchase. Services shall be billed at the rate cited in the proposal.

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be in the County's RFP-012-013, and Contractor's responsive proposal, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP-012-013, this contract shall prevail.

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

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

A. Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

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

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

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

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

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

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

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

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

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

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

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

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

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

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

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

the Contractor under this Contract, shall be forthwith delivered to the County.

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

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

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

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

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

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

10. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory

by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

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

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

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

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

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

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

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

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

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

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

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

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-012-013 issued by the County of Gloucester and Contractor's responsive proposal. Should there occur a conflict between this form of contract and RFP-012-013, then this contract shall prevail. If there should occur a conflict between this Contract or RFP-012-013 and Contractor's responsive proposal, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective the 18th day of January, 2013.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**NEWPOINT BEHAVIORAL
HEALTH CENTER**

**JOHN ZUKAUSKAS,
EXECUTIVE DIRECTOR**

E4

**CONTRACT BETWEEN
NEWPOINT BEHAVIORAL HEALTH CENTER
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 18th day of **January 2013**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **Newpoint Behavioral Health Center**, of 404 Tatum Street, Woodbury, New Jersey 08096, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need for the County to Contract for outpatient services, including psychiatric evaluation, medication monitor and intake assessments, as more particularly set forth in **RFP-012-013**; and

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

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for the period commencing January 1, 2013 and concluding December 31, 2013, as more specifically in RFP-012-013.
2. **COMPENSATION** Contract shall be for estimated units of service, with the minimum contract amount of Zero and a maximum contract amount of \$151,000.00, pursuant to the proposal submitted by the Contractor, therefore this contract is open ended, which does not obligate the County of Gloucester to make any purchase. Services shall be billed at the rate cited in the proposal.

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

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

It is also agreed and understood that the acceptance of the final payment by Contractor

shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be in the County's RFP-012-013, and Contractor's responsive proposal, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP-012-013, this contract shall prevail.

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

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

A. Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

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

D. The Contractor or subcontractor, where applicable, agrees to comply with any

regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

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

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

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

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

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

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to

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

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

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

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

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

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

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

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

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

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

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

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

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

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

certifications of said insurance to County, naming County as an additional insured.

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

At all times during the term of this Agreement, the Donor shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement.

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

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

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

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

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

16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be

adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

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

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

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

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

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

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

23. **CONTRACT PARTS** This Contract consists of this Contract document, RFP-012-013 issued by the County of Gloucester and Contractor's responsive proposal. Should there occur a conflict between this form of contract and RFP-012-013, then this contract shall prevail. If there should occur a conflict between this Contract or RFP-012-013 and Contractor's responsive proposal, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective the 18th day of January, 2013.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMINGER, DIRECTOR

ATTEST:

**NEWPOINT BEHAVIORAL
HEALTH CENTER**

**JOHN ZUKAUSKAS,
EXECUTIVE DIRECTOR**

E4

**CONTRACT BETWEEN
NEWPOINT BEHAVIORAL HEALTH CENTER
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 18th day of January 2013, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **Newpoint Behavioral Health Center**, of 404 Tatum Street, Woodbury, New Jersey 08096, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need for the County to Contract for services to meet the personnel and program requirements of the Recognized Public Health Activities and Minimum Standards of Performance for Local Boards of Health in the New Jersey Administrative Code (Title 8, Chapter 52) as revised effective January 1, 1987, insofar as they apply to the Mental Health Services described herein, as more particularly set forth in **RFP-012-013**; and

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

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for the period commencing January 1, 2013 and concluding December 31, 2013, as more specifically in RFP-012-013.
2. **COMPENSATION** Contract shall be for estimated units of service, with the minimum contract amount of Zero and a maximum contract amount of \$17,500.00, pursuant to the proposal submitted by the Contractor, therefore this contract is open ended, which does not obligate the County of Gloucester to make any purchase. Services shall be billed at the rate cited in the proposal.

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

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

invoice until the necessary details are provided.

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be in the County's RFP-012-013, and Contractor's responsive proposal, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP-012-013, this contract shall prevail.

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

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

A. Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places

available to employees and applicants for employment.

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

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

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

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

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

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain

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

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

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

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

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

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

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

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

mutual agreement before executing the change involved.

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

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

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

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

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

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-012-013 issued by the County of Gloucester and Contractor's responsive proposal. Should there occur a conflict between this form of contract and RFP-012-013, then this contract shall prevail. If there should occur a conflict between this Contract or RFP-012-013 and Contractor's responsive proposal, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective the 1st day of January, 2013.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**NEWPOINT BEHAVIORAL
HEALTH CENTER**

**JOHN ZUKAUSKAS,
EXECUTIVE DIRECTOR**

E4

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

Certificate of Availability of Funds

TREASURER'S NO. 13-00378

DATE 1/14/13

BUDGET NUMBER - CURRENT YR 3-01-27-363-001-20204 B 3-01-27-363-001-20204 DEPARTMENT Human Services

AMOUNT OF CERTIFICATION \$11,250.00 COUNTY COUNSEL Thomas Campo

DESCRIPTION: Total amount of contract is \$45,000.00. Balance will be encumbered upon approval of permanent budget. Contract period is January 1, 2013 to December 31, 2013. to enter into a contract with Newpoint Behavioral Center for Psychiatric Services for the citizens in need of said services on an emergency basis, as more particularly set forth in RFP #013-008.

VENDOR: Newpoint Behavioral Health, Inc.

ADDRESS: 404 Tatum Street
Woodbury NJ 08096

Tom A. Curry
DEPARTMENT HEAD APPROVAL

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 1-17-13

*Jan 23, 2013
Freeholder
Meeting*

E4

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

Certificate of Availability of Funds

TREASURER'S NO. 13-00380 DATE 11/15/13

BUDGET NUMBER - CURRENT YR 3-01-27-363-001-20201 B _____ DEPARTMENT Human Services

AMOUNT OF CERTIFICATION \$37,750.⁰⁰ COUNTY COUNSEL Thomas Campo

DESCRIPTION: To enter into a contract for \$151,000.00. Balance will be encumbered upon approval of permanent budget, to enter into a contract with Newpoint Behavioral Health for Outpatient Services including Psychiatric evaluation, medication monitor and intake assessments as more particularly set forth in RFP 013-008 beginning January 1, 2013 and concluding December 31, 2015. Three year contract is \$151,000.00 per year.

VENDOR: Newpoint Behavioral Health

ADDRESS: 404 Tatum street

Woodbury NJ 08096

Tom A. Cray
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
NOT APPROVED

DATE PROCESSED 1-17-13

*Jan 23, 2013
Freeholder
Meeting*

EL4

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

Certificate of Availability of Funds

TREASURER'S NO. 13-00379

DATE 1/15/13

BUDGET NUMBER - CURRENT YR 9-01-27-363-001-20202 B _____ DEPARTMENT Human Services

AMOUNT OF CERTIFICATION \$4375.00 COUNTY COUNSEL Thomas Compo

DESCRIPTION: To enter into a contract for \$17,500.00. Balance will be encumbered upon approval of permanent budget. Contract period is January 1, 2013 to December 31, 2015. Three year contract is \$17,500.00 per year. To enter into a contract with Newpoint Behavioral Health Inc. to meet personnel and program requirements of the recognized public health activities and minimum standards of performance for local boards of health in NJ administrative code (title & chapter 52) as revised January 1, 1987 insofar as they apply to the mental health services described herein, RFP 013-008

VENDOR: Newpoint Behavioral Health

ADDRESS: 404 Tatum Street
Woodbury NJ 08096

Tom A. Gray

DEPARTMENT HEAD APPROVAL

APPROVED

[Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 1-17-13

Jan 23, 2013
Freeholder
Meeting

E5

RESOLUTION AUTHORIZING AWARD OF A SPLIT RFP FROM JANUARY 1, 2013 TO DECEMBER 31, 2015, AS PER RFP# 013-009, TO BE PAID IN QUARTERLY PAYMENTS, TO 1) GLASSBORO CHILD DEVELOPMENT CENTER, INC., IN AN AMOUNT NOT TO EXCEED \$20,000.00 PER YEAR; 2) WOODBURY CHILD DEVELOPMENT CENTER, INC., IN AN AMOUNT NOT TO EXCEED \$14,882.00 PER YEAR; 3) REPAUNO PRESCHOOL DAY CARE CENTER, INC., IN AN AMOUNT NOT TO EXCEED \$5,000.00 PER YEAR

WHEREAS, the County of Gloucester is authorized, pursuant to N.J.S.A. 40:23-8.11 to enter a contract which will provide daycare services to citizens of Gloucester County; and

WHEREAS, the County requested proposals, via RFP # 013-009, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

WHEREAS, the evaluation, based on the established criteria, concluded that Glassboro Child Development, Inc., with offices at 31 South Main Street, Glassboro, New Jersey 08028, one of three of the most advantageous proposal, for an amount not to exceed \$20,000.00 per year; and

WHEREAS, the evaluation, based on the established criteria, concluded that Woodbury Child Development, Inc., with offices at 36 Carpenter Street, Woodbury, New Jersey 08096, one of three of the most advantageous proposal, for an amount not to exceed \$14,882.00 per year; and

WHEREAS, the evaluation, based on the established criteria, concluded that Repauno Preschool Day Care Center, Inc., located at 171 North Repauno Avenue, Gibbstown, New Jersey 08027, one of three of the most advantageous proposal, for an amount not to exceed \$5,000.00 per year; and

WHEREAS, the contracts have been awarded pursuant to Gloucester County's Fair and Open Procurement Process, consistent with the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, the contracts shall be for an estimated units of service, for a term of three years, beginning January 1, 2013 and ending December 31, 2015, pursuant to the proposal submitted by the Vendor, therefore this contract is open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time and prior to any purchase being made or service rendered pursuant to the within award, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and the Clerk of the Board are hereby authorized to execute the contracts for various programs and services for the citizens and youth of Gloucester County, in accordance with and pursuant to proposals submitted, each for a period of three years, beginning January 1, 2013 and ending December 31, 2015 with Glassboro Child Development, Inc., for an amount not to exceed \$20,000.00 per year; Woodbury Child Development, Inc., for an amount not to exceed \$14,882.00 per year; and Repauno Preschool Day Care Center, Inc., for an amount not to exceed \$5,000.00 per year.

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

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, January 23, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

ES

**CONTRACT BETWEEN
GLASSBORO CHILD DEVELOPMENT CENTER, INC.
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 1st day of **January 2013**, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **Glassboro Child Development Center, Inc.**, of 31 South Main Street, Glassboro, New Jersey 08028, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for the provisions of an After-School Program, Preschool Program, School Age Program and a Summer Day Care Program, as more particularly set forth in RFP-013-009; and

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

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

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

TERMS OF AGREEMENT

1. **TERM.** The term of the contract shall be for the period commencing January 1, 2013 and concluding December 31, 2015, as more specifically in RFP-013-009.
2. **COMPENSATION** Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor's proposal dated November 6, 2012 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 013-009. The proposal is incorporated into, and made part of this Contract, by reference. Vendor shall be paid in an amount not to exceed \$20,000.00 per year.

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

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

Each invoice shall contain an itemized, detailed description of all products shipped.

Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

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

3. DUTIES OF CONTRACTOR. The specific duties of the Vendor shall as set forth be in the County's RFP-13-009, and Vendor's responsive proposal, dated November 6, 2012, which are incorporated by reference in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-13-009.

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

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

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

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

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

The vendor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-13-009 issued by the County of Gloucester and Vendor's responsive proposal dated November 6, 2012.

Should there occur a conflict between this form of Contract and RFP-13-009, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP-13-009, and the Vendor's proposal dated November 6, 2012, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective this 1st day of January, 2013.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**GLASSBORO CHILD
DEVELOPMENT CENTER, INC.**

**JOAN DILLON,
EXECUTIVE DIRECTOR**

ES

**CONTRACT BETWEEN
WOODBURY CHILD DEVELOPMENT CENTER, INC.
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the **1st** day of **January 2013**, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **Woodbury Child Development Center, Inc.** of 36 Carpenter Street, Woodbury, New Jersey 08096, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for the provisions of a School Aged Child Care Program and a Summer Camp Program, as more particularly set forth in RFP-013-009; and

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

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

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

TERMS OF AGREEMENT

1. **TERM.** The term of the contract shall be for the period commencing January 1, 2013 and concluding December 31, 2015, as more specifically in RFP-013-009.
2. **COMPENSATION** Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor's proposal dated November 2, 2012 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 013-009. The proposal is incorporated into, and made part of this Contract, by reference. Vendor shall be paid in an amount not to exceed \$14,882.00 per year.

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

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

Each invoice shall contain an itemized, detailed description of all products shipped.

Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

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

3. DUTIES OF CONTRACTOR. The specific duties of the Vendor shall as set forth be in the County's RFP-13-009, and Vendor's responsive proposal, dated November 2, 2012, which are incorporated by reference in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-13-009.

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

The vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The vendor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-13-009 issued by the County of Gloucester and Vendor's responsive proposal dated November 2, 2012.

Should there occur a conflict between this form of Contract and RFP-13-009, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP-13-009, and the Vendor's proposal dated November 2, 2012, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective this 1st day of January, 2013.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**WOODBURY CHILD
DEVELOPMENT CENTER, INC.**

PHYLLIS FOLK, EXECUTIVE DIR.

ES

**CONTRACT BETWEEN
REPAUNO PRESCHOOL DAY CARE CENTER, INC.
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 1st day of **January 2013**, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **Repauno Preschool Day Care Center, Inc.** located at 171 North Repauno Avenue, Gibbstown, New Jersey 08027, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for the provisions of a Preschool Program and Infant Care Program, as more particularly set forth in RFP-013-009; and

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

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

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

TERMS OF AGREEMENT

1. **TERM.** The term of the contract shall be for the period commencing January 1, 2013 and concluding December 31, 2015, as more specifically in RFP-013-009.
2. **COMPENSATION** Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor's proposal dated November 2, 2012 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 013-009. The proposal is incorporated into, and made part of this Contract, by reference. Vendor shall be paid in an amount not to exceed \$5,000.00 per year.

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

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

Each invoice shall contain an itemized, detailed description of all products shipped. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall as set forth be in the County's RFP-13-009, and Vendor's responsive proposal, dated November 2, 2012, which are incorporated by reference in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-13-009.

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

The vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The vendor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

County from pursuing any other remedy to which it may be entitled.

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

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

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

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

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

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

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

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

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

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

21. CONTRACT PARTS. This Contract consists of this Contract document, RFP-13-009

issued by the County of Gloucester and Vendor's responsive proposal dated November 2, 2012. Should there occur a conflict between this form of Contract and RFP-13-009, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP-13-009, and the Vendor's proposal dated November 2, 2012, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective this 1st day of January, 2013.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**REPAUNO PRE SCHOOL
DAY CARE CENTER, INC.**

**JOANNE M. McCOLLIGAN,
ADMINISTRATOR/HEAD TEACHER**

ES

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

Certificate of Availability of Funds

TREASURER'S NO. 13-00384 DATE 11/15/13

BUDGET NUMBER - CURRENT YR 3-01-27-367-001-20203 B _____ DEPARTMENT Human Services

AMOUNT OF CERTIFICATION \$1720.50 COUNTY COUNSEL Thomas Campo

DESCRIPTION: To enter into a contract for \$5000.00. Balance to be encumbered upon approval of permanent budget. To enter into a contract with Repauno Pre-School Day Care for provisions of a preschool program and infant care program for the period commencing January 1, 2013 and concluding December 31, 2015 as more specifically in RFP 013-009. Three year contract is \$5000.00 per year.

VENDOR: Repauno Pre school

ADDRESS: P.O. Box 63 Repauno Ave
Gibbstown, NJ 08027

Ann A Cray
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
NOT APPROVED

DATE PROCESSED 1-17-13

Jan 23, 2013
Freeholder Meeting

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

ES

Certificate of Availability of Funds

TREASURER'S NO. 13-00381 DATE 1/15/13

BUDGET NUMBER - CURRENT YR 3-01-27-367-001-20202 B _____ DEPARTMENT Human Services

AMOUNT OF CERTIFICATION \$4250.00 COUNTY COUNSEL Thomas Campo

DESCRIPTION: To enter into a contract for \$20,000.00. Balance will be encumbered upon approval of permanent budget. To enter into a contract with Glassboro Child Development Center for the provision of an after school program, preschool program, school age program and summer day care program for the period January 1, 2013 and concluding December 31, 2015 as more specifically in RFP 013-009. Three year contract is for \$20,000.00 per year.

VENDOR: Glassboro Child Dev.

ADDRESS: P.O. BOX 326
Glassboro NJ 08028

Tom A. Carney
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 1-17-13

Jan 23, 2013
Freeholder
Meeting

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

ES

Certificate of Availability of Funds

TREASURER'S NO. 13-00382 DATE 1/15/13

BUDGET NUMBER - CURRENT YR 3-01-27-367-001-20204 B 3-01-27-367-001-20204 DEPARTMENT Human Services

AMOUNT OF CERTIFICATION 4000⁰⁰ COUNTY COUNSEL Thomas Campo

DESCRIPTION: To enter into a contract for \$14,882.00. Balance will be encumbered upon approval of permanent budget. To enter into a contract with Woodbury Child Development Center for the provision of a school aged child care program and a summer camp program for the period commencing January 1, 2013 and concluding December 31, 2015 as more specifically in RFP 013-009. Three year contract is \$14,882.00 per year.

VENDOR: Woodbury Child Dev. CTR.

ADDRESS: 36 Carpenter Street
Woodbury NJ 08096

Tom A. Curry

DEPARTMENT HEAD APPROVAL

APPROVED

[Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 1-17-13

Jan 23, 2013
Freeholder
Meeting