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RESOLUTION AUTHORIZING THE EXECUTION OF A MAINTENANCE AND JURISDICTIONAL AGREEMENT BETWEEN THE COUNTY, THE TOWNSHIP OF WOOLWICH, THE STATE OF NEW JERSEY DEPARTMENT OF TRANSPORTATION AND THE NEW JERSEY TURNPIKE AUTHORITY FOR INTERCHANGE 2 IMPROVEMENT PROJECT AT THE INTERSECTION OF ROUTE 322 IN WOOLWICH TOWNSHIP

WHEREAS, Route 322 in Woolwich Township (hereinafter the "Township"), Gloucester County (hereinafter the "County"), New Jersey, is a road owned and maintained by the State of New Jersey (hereinafter the "State"); and

WHEREAS, the New Jersey Turnpike Authority (hereinafter the "Authority") has completed improvements to New Jersey Interchange 2 ramp involving the installation of a traffic signal, widening the interchange ramp and Route 322 for turning lanes, installation of an access road and the relocation of a commuter parking lot (hereinafter the "Project"); and

WHEREAS, the Project benefits the Township, County, State and the Authority; and

WHEREAS, the Township, County, State and the Authority wish to enter into a Maintenance and Jurisdictional Agreement (hereinafter "Agreement #60-12") for the purpose of setting forth the respective rights and responsibilities with respect to the new improvements at the intersection of Route 322 and the NJ Turnpike Interchange 2 ramp as a result of the improvements at NJ Interchange 2; and

WHEREAS, Agreement #60-12 specifies the County's rights and responsibilities in respect to the aforementioned improvements as a result of the Project; and

WHEREAS, the County recognizes and agrees to implement by such resolutions, deeds, grants and other documents (if any) and to take such administrative action as may be reasonably necessary to fulfill the purposes and intent of the Agreement.

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

1. That Jurisdictional Agreement #60-12 referred hereinabove is authorized among the County of Gloucester, the Township of Woolwich, the State of New Jersey Department of Transportation and the New Jersey Turnpike Authority relative to NJ Turnpike Interchange 2 Improvements where they intersect with Route 322.
2. That the Freeholder Director and Clerk of the Board be and are hereby authorized to execute Jurisdictional Agreement #60-12 to effectuate the terms contained therein.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 20, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

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New Jersey Turnpike Authority

ADMINISTRATION BUILDING - 581 MAIN STREET
P.O. BOX 5042 - WOODBRIDGE, NEW JERSEY 07095
TELEPHONE (732) 750-5300

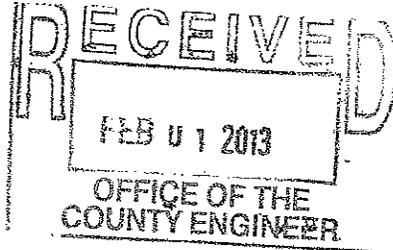
CHRIS CHRISTIE
GOVERNOR

KIM GUADAGNO
LIEUTENANT GOVERNOR

JAMES S. SIMPSON, *Chairman*
RONALD GRAVINO, *Vice Chairman*
MICHAEL R. DuPONT, *Treasurer*
HAROLD L. HODES, *Commissioner*
RAYMOND M. POCINO, *Commissioner*
ULISES E. DIAZ, *Commissioner*
DANIEL F. BECHT, *Commissioner*
VERONIQUE HAKIM, *Executive Director*

January 30, 2013

Mr. Vincent Voltaggio, PE
County Engineer
Gloucester County
1200 N. Delsea Drive
Clayton, NJ 08312



RE: **New Jersey Turnpike
Interchange 2 Improvement Project
Maintenance and Jurisdiction Agreement**

Dear Mr. Voltaggio:

Enclosed herewith please find five (5) original copies of Jurisdictional Agreement No. 60-12 which defines the maintenance and jurisdictional limits and responsibilities pertaining to the recently completed roadway improvements at the intersection of US Route 322 and the Turnpike Interchange 2 toll plaza ramps. The parties to this Agreement are Woolwich Township, Gloucester County, the New Jersey Department of Transportation and the New Jersey Turnpike Authority.

The attached documents have been executed by Woolwich Township and now require execution by Gloucester County.

It is hereby requested that Gloucester County sign all five (5) copies of the Agreement and return the document to my attention. Upon receipt of your signed copies I will transmit the document to the New Jersey Department of Transportation for execution. Once all signatures are received a fully executed copy with original signatures will be returned to you for the County's records.

Thank you for your attention to this matter and please let me know if you have any questions regarding this document.

Very truly yours,

Stephen M. Buente, P.E.
Supervising Engineer, Planning/Environmental

SMB/cr
Enclosures

cc: R. Fischer
R. McBurnie
K. Burkhardt, McCormick Taylor
File, w/att.

NEW JERSEY TURNPIKE AUTHORITY
JURISDICTIONAL AGREEMENT #60-12
NEW JERSEY TURNPIKE INTERCHANGE 2 / ROUTE U.S. 322
GLOUCESTER COUNTY

THIS AGREEMENT is made as of the ___ day of _____, 2012 by and between Woolwich Township, 120 Village Green Drive, Woolwich Township, NJ 08085, hereinafter referred to as "Township"; the County of Gloucester, 2 South Broad Street, PO Box 337, Woodbury, NJ 08096, hereinafter referred to as "County"; the State of New Jersey Department of Transportation, P.O. Box 600, 1035 Parkway Avenue, Trenton, New Jersey 08625, hereinafter referred to as "State"; and the New Jersey Turnpike Authority, a body corporate and politic created by the State of New Jersey having its principal office at P.O. Box 5042, 581 Main Street, Woodbridge, New Jersey 07095-5042, hereinafter referred to as "Authority".

WITNESSETH:

WHEREAS, Route 322 in Woolwich Township, Gloucester County, New Jersey, is a road owned and maintained by the State; and

WHEREAS, the Authority has developed plans for improvements to New Jersey Interchange 2 ramp involving the installation of a traffic signal, widening of the interchange ramp and Route 322 for turning lanes, installation of an access road and the relocation of a commuter parking lot; and

WHEREAS, the Project will benefit the Township, County, State and the Authority; and

WHEREAS, the parties are entering into this agreement to set forth their respective rights and responsibilities with respect to the new improvements at the intersection of Route 322 and the NJ Turnpike Interchange 2 ramp as a result of the improvements at New Jersey Interchange 2.

NOW, THEREFORE, the Township, County, State and the Authority, hereby agree as follows:

1. The Township, County, State and the Authority agree and concur that, except where otherwise indicated on Exhibit A - entitled "New Jersey Turnpike Authority, New Jersey Turnpike, Interchange 2 / Route U.S. 322, Jurisdictional Limit Map" dated October 2012, - attached hereto and made a part hereof, the phrase "jurisdiction, maintenance and control" shall include responsibility for maintenance and repairs, snow removal and emergency services including, but not limited to, the following:

(a) Roadway maintenance: pavement, curbs, drainage, mowing, landscaping, fencing, berms, slopes of cuts or fills associated with the roadway, guiderail, signs, sign structures, lighting, meter cabinets, delineators, pavement markings, litter patrol, snow removal, and ice control.

(b) Structural Maintenance: superstructure, substructure, underbridge slope paving, abutments, abutment joints, approach slabs, piers, slope protection, wing walls, bridge parapet, mounted fencing, sign structures, retaining walls, deck and underbridge lighting. This includes repairs of structural damage due to normal wear and use. Accidental structure damage shall be the responsibility of the agency whose roadway is carried by the structure (except where noted on the plan). Bridge inspection is also part of the structural maintenance responsibility.

(c) Policing and emergency services on Township and County roads shall be the responsibility of the Township.

2. The Township, County, State and the Authority agree to perform their respective obligations hereunder in accordance with the statutes and laws of the State of New Jersey, all applicable regulations of the New Jersey Department of Environmental Protection and the provisions of this Agreement.

3. The parties further recognize and agree to implement by such resolutions, deeds, grants and other documents (if any) and to take such administrative action as may be reasonably

NEW JERSEY TURNPIKE AUTHORITY

JURISDICTIONAL AGREEMENT #60-12
NEW JERSEY TURNPIKE INTERCHANGE 2 / ROUTE U.S. 322
GLOUCESTER COUNTY

necessary to fulfill the purposes and intent of this Agreement within the time prescribed herein or, where no time is prescribed herein, within a reasonable time after execution of this Agreement by all parties.

4. The Township. The Township agrees to accept, retain, and/or to exercise exclusive jurisdiction, maintenance and control (upon completion of the construction) over the areas marked by single line stepped hatching on Exhibit A. In specification, but not limitation, of the foregoing, the Township jurisdiction, maintenance and control shall include the access road, commuter parking lot (including lot lighting) and infiltration basin No. 1. In addition, the Township agrees to pay the electric power costs for the traffic signal.

5. The County. The County agrees to accept, retain, and/or to exercise exclusive jurisdiction, maintenance and control (upon completion of the construction) over the areas marked by cross-hatching on Exhibit A. In specification, but not limitation, of the foregoing, the County's jurisdiction, maintenance and control shall include Pancoast Road.

6. The State. The State agrees to accept, retain, and/or to exercise exclusive jurisdiction, maintenance and control (upon completion of the construction) over the areas marked by single line hatching on Exhibit A. In specification, but not limitation, of the foregoing, the State's jurisdiction, maintenance and control shall include Route 322, the traffic signal and infiltration basin Nos. 2 & 3.

7. The Authority. The Authority agrees to accept, retain, and/or to exercise exclusive jurisdiction, maintenance and control (upon completion of the construction) over the areas shaded gray as depicted on Exhibit A. In specification, but not limitation, of the foregoing, the Authority's jurisdiction, maintenance and control shall include the NJ Turnpike Interchange 2 Ramp TL/LT.

8. Further Assurances. The parties hereto agree to perform such acts (including, without limitation, executing and delivering instruments and documents) as may be reasonably necessary to fully effectuate the intent and purpose of this Agreement. Such instruments and documents shall not impose additional substantive obligations on a party beyond those contemplated by this Agreement.

9. Binding Nature. Each party hereto represents to the others that the execution of this Agreement and its performance hereunder have been duly authorized by all requisite action by it and that this Agreement sets forth its legal, valid and binding obligations. This agreement will not be binding on the State until executed by the Commissioner of Export or the Commissioner of Designs.

10. Notices. Notices and communications under this Agreement shall be in writing and sent via certified mail, return receipt requested, and shall be directed as follows, or to such other address as the party receiving such notice shall have previously specified by notice to the party sending such notice:

If to the Township: Woolwich Township
120 Village Green Drive
Woolwich Township, New Jersey 08085
Attn: Administrator/Clerk

If to the County: Gloucester County
2 South Broad Street
PO Box 337
Woodbury, New Jersey 08096
Attn: Administrator/Clerk

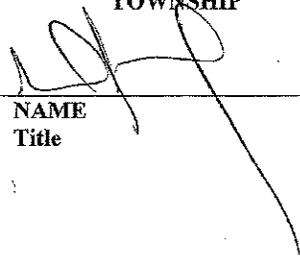
NEW JERSEY TURNPIKE AUTHORITY
JURISDICTIONAL AGREEMENT #60-12
NEW JERSEY TURNPIKE INTERCHANGE 2 / ROUTE U.S. 322
GLOUCESTER COUNTY

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed, sealed and attested.

ATTEST:

TOWNSHIP

By: 
NAME James B. Blum
Title Adm. Clerk

By: 
NAME _____
Title _____

ATTEST:

COUNTY

By: _____
Title Robert N. DiLella
Clerk of the Board

By: _____
Title Robert M. Damming
Freeholder

ATTEST:

STATE

Attested/Witnessed/Affix Seal

By: _____
Jacqueline Trausi
Department Secretary,
New Jersey Department of Transportation

By: _____
Richard T. Hammer, Assistant Commissioner
Capital Program Management

Date: _____

This Agreement has been reviewed and approved as to form:

Jeffrey Chiesa,
Attorney General of New Jersey

By: _____
Deputy Attorney General

Date: _____

ATTEST:

NEW JERSEY TURNPIKE AUTHORITY

By: _____
SHERI ANN CZAJKOWSKI
Assistant Secretary

By: _____
VERONIQUE HAKIM
Executive Director

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE BOROUGH OF WENONAH REGARDING THE USE OF THE COUNTY'S PUBLIC WORKS/FLEET MANAGEMENT FUEL FORCE SYSTEM TO SUPPLY THE BOROUGH OF WENONAH'S VEHICLES WITH GASOLINE AND DIESEL FUEL

WHEREAS, the Borough of Wenonah (hereinafter the "Borough") in the County of Gloucester (hereinafter the "County") with offices located at 1 S. West Ave, Wenonah, has a need for use of the Public Works/Fleet Management Fuel Force System for the Borough's Public Works and Police Department's vehicles; and

WHEREAS, the County, through its Department of Public Works/Fleet Management Division, has the capability of providing the fuel and use of the equipment to the Borough's Public Works and Police Department personnel to operate same; and

WHEREAS, the County is willing to make available the Fuel Force System to the Borough on an "as-needed basis" at the County's cost of Gasoline and Diesel fuel plus an additional ten cents (.10) per gallon for equipment maintenance fee, payable to the County on a quarterly basis; and

WHEREAS, the County and the Borough desire to enter into a Shared Services Agreement regarding the Borough's use of the County's Fuel Force System on an "as-needed" basis for the cost per gallon plus an additional ten cents (.10) per gallon for equipment maintenance fee, consistent with the terms and provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., (hereinafter the "Act"); and

WHEREAS, the Shared Services Agreement will be for a term of five years (5) from February 20, 2013 to February 19, 2018.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute the Shared Services Agreement attached hereto between the County and the Borough for the use of fuel and equipment by the Borough from the County's Public Works/Fleet Managements Fuel Force System including the County's cost of gasoline and diesel plus an additional ten cents (.10) per gallon for equipment maintenance.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on February 20, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE BOROUGH OF WENONAH FOR THE USE OF THE COUNTY'S PUBLIC WORKS/FLEET MANAGEMENT FUEL FORCE SYSTEM TO SUPPLY THE BOROUGH OF WENONAH'S VEHICLES WITH GASOLINE AND DIESEL FUEL

This Uniform Shared Services Shared Agreement ("Shared Services Agreement") dated this 20th day of February 2013, by and between the **Borough of Wenonah**, a body politic and corporate of the State of New Jersey, with offices at 1 S. West Ave, Wenonah NJ 08090 (hereinafter "**Borough**"), and the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with offices at 2 South Broad Street, Woodbury, New Jersey 08096 (hereinafter the "**County**").

RECITALS

WHEREAS, the Borough, which is located in the County, has a need for the use of Public Works/Fleet Management Fuel Force System to supply the Borough's vehicles with gasoline and diesel fuel; and

WHEREAS, the County, through its Department of Public Works/Fleet Management Division, has the capacity to provide such service on an "as-needed" basis; and

WHEREAS, the Borough has requested the use of the Fuel Force System for their Borough Public Works and Police Department vehicles and will reimburse the County the cost of fuel used plus an additional ten cents (.10) per gallon for equipment maintenance; and

WHEREAS, the County is willing and able to make available access to the Fuel Force System with an ID code for each of the Borough's employee's approved to utilize the system to fill Borough's vehicles with gasoline or diesel fuel; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. (hereinafter the "**Act**"), specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services.

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

AGREEMENT

A. DESCRIPTION.

The County will make available to the Borough access to the Fleet Managements Fuel Force System with an ID password for each qualified employee approved by the Borough.

Borough shall be responsible for reimbursement to the County on a quarterly basis the fuel used within that quarter by Borough employees.

B. PAYMENT FROM BOROUGH TO COUNTY.

The Borough, on a quarterly basis, will be forwarded a letter from the Public Works/Fleet Management Division for the amount of reimbursement of gasoline and diesel fuel due for that quarter. The letter shall include the breakdown with the vehicle ID, date, quantity of gasoline or diesel and employee. Payment shall be made by the Borough to the County within 60 days of receipt of letter. The Borough shall make the payments due hereunder to the County.

C. DURATION OF AGREEMENT

This Agreement shall be effective for the period of five (5) years, from February 20, 2013, to February 19, 2018.

D. LIMITATION OF DELEGATION AND LIABILITY; INDEMNIFICATION; INSURANCE.

Neither County nor Borough intends by this Shared Services Agreement to create any agency relationship other than that which may be specifically required by the Act for the limited purpose of the County's providing use of the Fuel Force System, as described in this Shared Services Agreement.

Notwithstanding any such agency relationship which may be created by the Act, the Borough and County hereby specifically agree to indemnify and hold the other harmless with regard to any claim of any kind, and with regard to cost for the same (including, without limitation, counsel fees, experts' costs, court costs and the like), arising out of any act or omission by them and/or any of their agents or employees in connection with the use of the Fuel Force System, which is the subject of this Shared Services Agreement.

In no event shall the County be liable for any loss, injury or damage, however arising, except what is set forth herein, and shall not in any account be liable for consequential loss or damage however caused or arising from stoppage or break-down of the Fuel Force System or any part thereof, nor shall the County be liable in any other way for performance of the Fuel Force System; and the County shall not be liable for any special, incidental, indirect, speculative, remote, punitive, or exemplary damages, whether arising out of or as a result of breach of contract, warranty, tort (including negligence), strict liability, or otherwise arising from, related to, or in connection with, the use of the Fuel Force System, and use thereof by the Borough for this Agreement.

The Borough and County both represent that both maintain General Liability and all other necessary and appropriate insurances related to the use of the Fuel Force System. Simultaneously with the execution of this Shared Services Agreement, the Borough and the County shall each provide to the other Certificates of Insurance for the relevant policies, and

shall provide that each is named as an additional insured on the others policies. The said insurance policies and coverage shall be satisfactory to the County and Borough in their sole discretion.

E. COMPLIANCE WITH LAWS AND REGULATIONS.

The Borough and County agree that they will at their own cost and expense promptly comply with, and cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the use of the Fuel Force System described in this Shared Services Agreement; and to pay all legal assessments, taxes or public charges, either local, municipal, state or federal, which may be levied regarding said Fuel Force System, while in use of the Borough, as described hereunder.

F. USE; ASSIGNMENT.

The County will instruct the Borough's employee's on how to operate the Fuel Force System in accordance with any applicable manufacturer's manuals or instructions, by competent and duly qualified County personnel only, and in accordance with applicable governmental regulations, if any. The Borough agrees not to assign, sublet, pledge, hypothecate, or otherwise encumber or suffer a lien upon or against any interest in the Fuel Force System.

G. NOTICES.

Any notices and demands required to be given hereunder, shall be given to the parties in writing, and by personal delivery, overnight mail, or regular mail, at the addresses herein set forth, or to such other address as the parties may hereafter substitute by written notice.

H. 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 the County, the Borough, 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. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

5. **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.
6. **Further Assurances and Corrective Instruments.** The Borough and the County 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 Shared Service Agreement, or to correct any inconsistent or ambiguous term hereof.
7. **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.
8. **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.
9. **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 of New Jersey applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.

I. EFFECTIVE DATE.

This Shared Services Agreement shall be effective as of the 20th day of February, 2013, which date shall be considered the commencement date of this Agreement.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

BOROUGH OF WENONAH

KAREN L. SWEENEY, CLERK

THOMAS LOMBARDO, MAYOR

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RESOLUTION AUTHORIZING AMENDMENT TO CONTRACT WITH MAJESTIC OIL COMPANY, INC., PD-10-018, PER THE NJ DEPARTMENT OF TREASURY, DIVISION OF PURCHASE AND PROPERTY (DPP), AFTER THE JOURNAL OF COMMERCE (JOC) WAS PURCHASED BY OIL PRICE INFORMATION SERVICE (OPIS), AFFECTING DAILY INDEX PRICING AS OF JANUARY 2, 2013

WHEREAS, the County of Gloucester (hereinafter the "County") previously entered into a contract with Majestic Oil Company, Inc. (hereinafter "Majestic"), with an address of 2104 Fairfax Avenue, Cherry Hill NJ 08003, for the supply and delivery of heating oil to various County buildings, as per PD#10-018; and

WHEREAS, the State of New Jersey Department of the Treasury, Division of Purchase and Property Procurement Bureau (hereinafter "DPP") issued a letter dated January 11, 2013 specifying the Journal of Commerce (hereinafter the "JOC") was purchased by Oil Price Information Service (hereinafter the "OPIS"), affecting Term Contracts T-0077 Fuel Oil #2; and

WHEREAS, the change of ownership has resulted in a significant change in reporting and publishing of prices and the new ownership uses a different approach to collecting price information, *i.e.*, JOC Oil Price Daily posted prices were "Tank Car Reseller" and OPIS has chosen to post "Posted Rack" or "Rack Pricing"; and

WHEREAS, current contractors submitted bids with the expectation that JOC would continue to publish posted prices based on the same research policies being utilized; however, OPIS' low- end posted prices are significantly lower, and should the DPP use OPIS' low-end prices as the basis for these contracts, the contractors will be unable to continue to deliver at prices submitted in their bid; and

WHEREAS, the DPP reviewed the OPIS vs. JOC pricing for the past six months and the average of the OPIS low end and high end prices were compared to the JOC low end prices, and it was concluded that the State would see the following price impact if the OPIS low/high end averages were used: Fuel Oil #2- Heating + \$0.01/gallon; and

WHEREAS, effective January 2, 2013 OPIS will replace the JOC-Oil Price Daily index prices previously used, with the average of OPIS low end and high end prices minus \$0.01/gallon for Fuel Oil #2; and

WHEREAS, the State of New Jersey, DPP has recommended replacement of JOC-Oil Price index prices with the average of the OPIS low/high end prices, minus \$0.01/gallon for Fuel Oil #2-Heating as an interim measure, and results will be reviewed to determine, if in fact, this is an equitable adjustment. Solutions used by other states, counties, municipalities, etc. to handle this situation may also be reviewed. The State is further evaluating the need to rebid current contracts prior to expiration dates. The Director of NJDPP will be the final arbiter as to what is in the best interests of the State.

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

1. That the County does hereby amend its existing contract with Majestic Oil Company, PD#10-0018 for the supply and delivery of Fuel Oil #2- Heating as per PD #10-0018 for County buildings in accordance with the State of New Jersey, DPP's recommendation to replace JOC-Oil Price Daily index prices.
2. That the County of Gloucester agrees to be bound by the conversion formula set forth by the DPP regarding the purchase of Fuel Oil #2-Heating utilizing the average of the OPIS low/high end prices, minus A\$0.01/gallon for Fuel Oil #2-Heating, effective January 2, 2013.

BE IT FURTHER RESOLVED before any purchase be made or 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 purchase, and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, February 20, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

DI

RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT BETWEEN THE COUNTY AND MARYVILLE, INC. TO INCREASE THE CONTRACT AMOUNT BY \$24,200.00

WHEREAS, the County of Gloucester awarded a contract on February 16, 2011, per RFP# 11-009 to Maryville, Inc. to provide 1) Adult General Population and MICA Residential Addiction Treatment; (2) Adult Inpatient Detoxification; (3) Adult Outpatient Treatment; (4) Adult Outpatient Assessments and Evaluations; and (5) Sober Living Housing to benefit Gloucester County Residents; and

WHEREAS, the contract was awarded for a term from January 1, 2011 to December 31, 2013, for a maximum contract amount of \$177,000.00 annually; and

WHEREAS, an amendment has become necessary due to unanticipated Residential Detoxification and Sober Living/Oxford House Services; and

WHEREAS, the contract will be increased by \$24,200.00, resulting in a maximum contract amount of \$201,200.00, from January 1, 2013 to December 31, 2013; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made or services being 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 from the County budget from which said funds will be paid; and

WHEREAS, all other terms and provisions of the original contracts that have not been amended herein shall remain in full force and effect.

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

1. That the Director of the Board and Clerk of the Board are hereby authorized to execute an Amendment to the contract between the County of Gloucester and Maryville, Inc. to increase the maximum contract amount by \$24,200.00, making the maximum contract amount \$201,200.00, from January 1, 2013 to December 31, 2013, due to unanticipated Residential Detoxification and Sober Living/Oxford House Services.

2. That all other terms and provisions of the original contract shall remain in full force and effect.

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, February 20, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

**AMENDMENT TO CONTRACT BETWEEN
MARYVILLE, INC.
AND
COUNTY OF GLOUCESTER**

THIS is an amendment to a contract entered into on the 16th day of February 2011 (Per RFP #11-009), by and between Maryville, Inc. and the County of Gloucester.

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

The Contract is amended for additional contract specified Substance Abuse Services for Residential Detoxification and Sober Living/Oxford House Services to benefit Gloucester County Residents. This amendment will increase the maximum contract amount by \$24,200.00, resulting in a maximum contract amount of \$201,200.00, from January 1, 2013 to December 31, 2013.

Whereas, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made or services being 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 from the County budget from which said funds will be paid.

All other terms and provisions of the contract and conditions set forth therein that are consistent with the Addendum and State requirements, shall remain in full force and effect.

THIS ADDENDUM is effective as of the 20th day of February, 2013.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DiLELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

MARYVILLE, INC.

By:
Title:

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

DI

Certificate of Availability of Funds

TREASURER'S NO. 13-01069

DATE 1/24/13

BUDGET NUMBER - CURRENT YR _____ B _____
G02-13 386 331-20299

DEPARTMENT Disability Services

AMOUNT OF CERTIFICATION \$201,200.00 COUNTY COUNSEL Thomas Campo

Resolution amending year three (3) of a contract with Maryville, Inc., as per RFP-11-009, decreasing the dollar amount by \$5,000.00 for a contract amount not to exceed \$201,200.00. The contract is for the provision of adult inpatient detoxification, residential treatment, residential MICA treatment, outpatient assessments and outpatient treatment and aftercare/discharge planning placement to a sober living environment.

VENDOR: Maryville Inc.

ADDRESS: 1903 GRANT AVE.
Kendria McWilliams - Exec. Dir.
Williamstown NJ 08094

[Signature] 1/24/2013
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 2-6-13

2/20/13
Freeholding
Meeting

DD

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO
CONTRACT BETWEEN THE COUNTY AND CENTER FOR FAMILY SERVICES,
INC. TO DECREASE THE CONTRACT AMOUNT BY \$2,000.00**

WHEREAS, the County of Gloucester awarded a contract on February 16, 2011, per RFP# 11-009 to Center For Family Services, Inc. to provide youth treatment and aftercare, adult out-patient treatment, youth intervention counseling and youth shelter prevention/intervention; and

WHEREAS, the contract was awarded for a term from January 1, 2011 to December 31, 2013, for a maximum contract amount of \$60,600.00 annually; and

WHEREAS, an amendment has become necessary due to unanticipated Residential Detoxification and Sober Living/Oxford House Services; and

WHEREAS, the contract will be decreased by \$2,000.00, resulting in a maximum contract amount of \$58,600.00, from January 1, 2013 to December 31, 2013; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made or services being 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 from the County budget from which said funds will be paid; and

WHEREAS, all other terms and provisions of the original contracts that have not been amended herein shall remain in full force and effect.

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

1. That the Director of the Board and Clerk of the Board are hereby authorized to execute an Amendment to the contract between the County of Gloucester and Center For Family Services, Inc. to decrease the maximum contract amount by \$2,000.00, making the maximum contract amount \$58,600.00, from January 1, 2013 to December 31, 2013, due to a decrease in availability of funds, as State Grant dollars for Addiction Services have been reduced.

2. That all other terms and provisions of the original contract shall remain in full force and effect.

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, February 20, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

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

THIS is an amendment to a contract entered into on the 16th day of February 2011 (Per RFP #11-009), by and between Center For Family Services, Inc. and the County of Gloucester.

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

The Contract is amended due to a decrease in availability of funds, as State Grant dollars for Addiction Services have been reduced. This amendment will decrease the maximum contract amount by \$2,000.00, resulting in a maximum contract amount of \$58,600.00, from January 1, 2013 to December 31, 2013.

Whereas, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made or services being 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 from the County budget from which said funds will be paid.

All other terms and provisions of the contract and conditions set forth therein that are consistent with the Addendum and State requirements, shall remain in full force and effect.

THIS ADDENDUM is effective as of the 20th day of February, 2013.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CENTER FOR FAMILY
SERVICES, INC.**

By:
Title:

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

D2

Certificate of Availability of Funds

TREASURER'S NO. 13-01073

DATE 1/24/13

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Disability Services
G 02-13-386-331-20299

AMOUNT OF CERTIFICATION 58,600.00 COUNTY COUNSEL Thomas Campo

Resolution amending year three (3) of a contract with Center for Family Services, Inc., as per RFP-11-009, decreasing the dollar amount by \$3,000.00 for a contract amount not to exceed \$58,600.00. The contract is for the provision of youth treatment and aftercare, adult outpatient treatment, youth intervention counseling and youth shelter prevention education.

VENDOR: Center for Family Services Inc.

ADDRESS: 584 Benson St.
Camden NJ 08103

[Signature] 1/31/13
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 2-6-13

2/20/13
Freeholder
Meeting

D3

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE
NATIONAL ASSOCIATION OF COUNTY & CITY HEALTH OFFICIALS
FOR A "MINI GRANT" IN AN AMOUNT NOT TO EXCEED \$4,000.00
FROM JANUARY 5, 2013 TO JULY 31, 2013**

WHEREAS, the County of Gloucester ("County"), through the County's Department of Health, Senior and Disability Services ("GCDHSDS"), previously applied for and was awarded a "mini grant" from the National Association of County & City Health Officials (NACCHO) in an amount not to exceed \$4,000, for the period January 5, 2013 to July 31, 2013. The purpose of this "mini grant" is to implement concepts and strategies to build the GCDHSDS's organizational capacity, and thereby enhance the County community's resiliency; and

WHEREAS, in accordance with such award, the "County" now wishes to enter into an Agreement with NACCHO for the aforesaid amount and time period for the "mini grant"; and

WHEREAS, the Board of Chosen Freeholders of Gloucester County deems the obtainment of this grant to be beneficial to the residents of Gloucester County; and

WHEREAS, the GCDHSDS has reviewed all data supplied in the agreement and certifies to the Board of Chosen Freeholders of the County that all data contained in the agreement is true and correct.

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 any and all documents required to enter into an Agreement with the National Association of County & City Health Officials for a "mini grant" in an amount not to exceed \$4,000.00 from January 5, 2013 to July 31, 2013 for the purpose of building the GCDHSDS's organizational capacity, and thereby enhancing the community's resiliency in Gloucester County; and

BE IT FURTHER RESOLVED that the Board of Chosen Freeholders hereby confirm that the County shall comply with all applicable regulations of the granting authority as referred to above, and shall provide any necessary additional assurances as may be required for or by the grant.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 20, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

DB

National Association of County and City Health Officials

AGREEMENT

National Association of County and City Health Officials
1100 17th Street, NW, 7th Floor, Washington, DC 20036-4636
(202)783-5550 FAX (202)783-1583

CONTRACT # MRC 13 - 0346

This Agreement is entered into, effective as of the date of the later signature indicated below (the "Effective Date"), by and between the **National Association of County and City Health Officials** ("NACCHO"), with its principal place of business at 1100 17th St., N.W., 7th Floor, Washington, DC 20036, and **County of Gloucester** ("Organization"), with its principal place of business at **PO Box 337, Woodbury, New Jersey 08096**

WHEREAS, NACCHO has received a grant from the Department of Health and Human Services (Grant Number: 5MRCSG101005-03, CFDA Number: 93.008) (the "Grant") to build the capacity of local Medical Reserve Corps ("MRC") units;

WHEREAS, pursuant to the terms of the Grant, NACCHO has agreed, among other things, to provide support to MRC units and to encourage these units to provide certain information to the Office of the Surgeon General's Division of the Civilian Volunteer Medical Reserve Corps ("OSG/DCVMRC");

WHEREAS, Organization either houses or is itself an MRC unit that is registered in good standing with the OSG/DCVMRC;

WHEREAS, pursuant to the terms of the Grant, NACCHO desires to provide funding to Organization in exchange for Organization agreeing, among other things, to undertake the activities indicated in their capacity building application or oversee such activities and to provide certain information to the OSG/DCVMRC.

NOW, THEREFORE, NACCHO and Organization, intending to be legally bound, in consideration of the promises and mutual covenants and obligations contained herein, hereby agree as follows:

1. **ORGANIZATION'S OBLIGATIONS:** In consideration for the payment described in Section 3, below, Organization agrees, during the Term of this Agreement, to be an MRC Unit in Good

National Association of County and City Health Officials

AGREEMENT

National Association of County and City Health Officials
1100 17th Street, NW, 7th Floor, Washington, DC 20036-4636
(202)783-5550 FAX (202)783-1583

Standing by meeting the following criteria below. If Organization houses an MRC Unit, Organization will ensure that the unit is an MRC Unit in Good Standing by meeting the following criteria below.

- a. Have 501c(3) or comparable status or be housed in an organization capable of and willing to receive federal funds on its behalf;
 - b. Monitors and provide updates to the MRC Unit's profile on the MRC web site no less often than once every three months;
 - c. Provides the OSG/DCVMRC with regular updates of programs and plans;
 - d. Actively works towards National Incident Management System ("NIMS") compliance;
 - e. Agrees to participate in MRC Unit Technical Assistance assessments;
 - f. Utilizes capacity building award funds for approved purposes, and as indicated in their capacity building award application;
 - g. Maintains Registered status with the OSG/DCVMRC; and
 - h. Agrees to participate in an evaluation and survey review by NACCHO
2. TERM OF AGREEMENT: The term of the Agreement shall be begin on January 5, 2013 and shall continue until July 31, 2013 (the "Term").
3. PAYMENT FOR SERVICES: In consideration for the agreements by Organization set forth in Section 1, above, NACCHO shall pay Organization Four Thousand Dollars (\$4000.00). Payment will be made before the expiration of the Term of the Agreement.
4. REVISIONS AND AMENDMENTS: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.
5. ASSIGNMENT: Organization may not assign this Agreement nor delegate any duties herein without the expressed written approval of NACCHO.
6. INTERFERING CONDITIONS: Organization shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Organization's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Organization of said duties and responsibilities under this Agreement.

National Association of County and City Health Officials

AGREEMENT

National Association of County and City Health Officials
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(202)783-5550 FAX (202)783-1583

7. RESOLUTION OF DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the consultant, the Executive Director of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the consultant and NACCHO in relation to the actual costs incurred by each of the parties. The dispute board shall timely review the facts, Agreement terms and applicable law and rules, and make its determination. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the District of Columbia before a single arbitrator in accordance with the then-current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be entered in any court of competent jurisdiction.

8. ENTIRE AGREEMENT: This Agreement contains all agreements, representations, and understandings of the parties and supersedes and replaces any and all previous understandings, commitments, or agreements, oral or written.

9. PARTIAL INVALIDITY: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, that part, term or provision shall be restated to effectuate the parties' intentions, and the validity of the remaining portions or provisions shall not be affected.

10. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without regard to its conflict of law rules).

11. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: Organization's use of funds under this Agreement is subject to the directives of and full compliance with 45 C.F.R. Part 74 (Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Non-Profit Organizations, and Commercial Organizations) and OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements With

National Association of County and City Health Officials

AGREEMENT

National Association of County and City Health Officials
1100 17th Street, NW, 7th Floor, Washington, DC 20036-4636
(202)783-5550 FAX (202)783-1583

Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations). It is the Organization's responsibility to understand and comply with all requirements set forth therein.

12. DEBARRED OR SUSPENDED ORGANIZATIONS: Pursuant to OMB Circular A-110, Organization certifies to the best of its knowledge that its is not presently and will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension."

13. AUDITING: Organization agrees to permit independent auditors to have access to its books, records and financial statements for the purpose of monitoring compliance with this contract.

14. NOTICE: All notices under this Agreement shall be in writing and shall be sent via facsimile and first class mail, postage prepaid, to the addresses below. Either party may update its address by providing written notice to the other party pursuant to the terms of this provision.

TO NACCHO:

National Association of County and City Health Officials
Attn: Moira Tsanga
1100 17th Street, N.W., 7th Floor
Washington, DC 20036
Tel. (202) 507-4272
Fax (202) 783-1583
Email: mtsanga@naccho.org

TO ORGANIZATION:

National Association of County and City Health Officials

AGREEMENT

National Association of County and City Health Officials
1100 17th Street, NW, 7th Floor, Washington, DC 20036-4636
(202)783-5550 FAX (202)783-1583

County of Gloucester
Annmarie Ruiz
Health Officer
PO Box 337
Woodbury, New Jersey 08096
Tel. 8562184131

15. AUTHORITY TO BIND PARTY: Each party hereby represents and warrants that the person signing this Agreement on its behalf as the authority to bind such party.

NACCHO:

ORGANIZATION:

Authorized Signature:

Authorized Signature:

By: _____ By: _____

Name: John Mericsko

Name: Robert Damminger

Title: Chief Financial Officer

Title: Freeholder Director

National Association of County and

Organization: County of Gloucester

Organization: City Health Officials

National Association of County and City Health Officials

AGREEMENT

National Association of County and City Health Officials
1100 17th Street, NW, 7th Floor, Washington, DC 20036-4636
(202)783-5550 FAX (202)783-1583

Address: 1100 17th Street, NW
7th Floor
Washington, DC 20036

Address: PO Box 337
Woodbury, New Jersey 08096

Phone: 202-783-2490
Fax: 202-783-1583
EIN: 52-1426663

Phone: _____
Fax: _____
EIN: 216000660

Date: _____

Date: _____

National Association of County and City Health Officials

AGREEMENT

National Association of County and City Health Officials
1100 17th Street, NW, 7th Floor, Washington, DC 20036-4636
(202)783-5550 FAX (202)783-1583

CERTIFICATION OF NON-DEBARMENT OR SUSPENSION

By my signature I attest that County of Gloucester has not been debarred or suspended pursuant to OMB Circular A-110 and will not subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689 "Debarment and Suspension."

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
ORGANIZATION	DATE SIGNED

D4

**RESOLUTION AUTHORIZING CONTRACTS WITH THE FOLLOWING ENTITIES
FROM JANUARY 1, 2013 TO DECEMBER 31, 2013:**

<u>ENTITY</u>	<u>MAXIMUM CONTRACT AMOUNT</u>
GLOUCESTER COUNTY DEPARTMENT OF HEALTH, EDUCATION/DISABILITY & SENIOR SERVICES	\$49,000.00;
GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES	\$132,245.00;
ALL ABOUT CARE, LLC	\$57,200.00;
GLOUCESTER COUNTY DEPARTMENT OF HUMAN SERVICES	\$80,995.00;
GLOUCESTER COUNTY DEPARTMENT OF HEALTH	\$26,790.00

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

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

WHEREAS, the County's Purchasing Director has consistent with the applicable statutes prepared a Report dated August 16, 2012, and delivered that report to the County's Board of Chosen Freeholders (hereinafter the "Report"); and

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

- **Gloucester County Department of Health, Education/Disability & Senior Services**, 1340 Tanyard Road, Sewell, NJ 08080, for the provision of the Blind/Visually Impaired Program (#070) for an amount not to exceed \$49,000.00 (Grant Funds \$36,600.00 (SSBG); Local Public Match \$12,200.00; Estimated Client Donations \$200.00);
- **Gloucester County Division of Social Services**, 400 Hollydell Drive, Sewell, NJ 08080, for the provision of the Adult Protective Services Program (#065) for an amount not to exceed \$132,245.00 (Grant Funds \$97,576.00 (APS); Local Public Match \$34,669.00);
- **All About Care LLC.**, 870 Mantoloking Road, Brick, NJ 08723, for the provision of the Personal Care/ Homemaker Services Program (# 086) for an amount not to exceed \$47,600.00 (Grant Funds \$47,500.00 (IIIB); Estimated Client Donations \$100.00);
- **All About Care LLC.**, 870 Mantoloking Road, Brick, NJ 08723, for the provision of the Housekeeping Services Program (#087) for an amount not to exceed \$9,600.00 (Grant Funds \$9,500.00 (IIIB); Estimated Client Donations \$100.00);
- **Department of Human Services**, 115 Budd Blvd, West Deptford, NJ 08096, for the provision of the Non-Emergency Medical Transportation Program (#003) for an amount not to exceed \$40,940.00 (Grant Funds \$39,000.00 (IIIB); Local Public Match \$1,440.00; Estimated Client Donation \$500.00);
- **Department of Human Services**, 115 Budd Blvd, West Deptford, NJ 08096, for the provision of the Blind/Visually Impaired Transportation Program (#035) to the elderly on behalf of the Gloucester County Division of Senior Services for an amount not to exceed \$11,600.00 (Grant Funds \$11,500.00 (IIIB); Estimated Client Donation \$100.00);
- **Department of Human Services**, 115 Budd Blvd, West Deptford, NJ 08096, for the provision of the Escorted Transportation Program (#060) for an amount not to exceed \$28,455.00 (Grant Funds \$25,665.00 (SHTP); Local Public Match \$2,690.00; Estimated Client Donation \$100.00);
- **Gloucester County Department of Health**, 204 East Holly Ave., Sewell, NJ 08080, for the provision of the Physical Health-Tai Chi & Arthritis Foundation Exercise Program (#008) for an amount not to exceed \$8,730.00 (Grant Funds \$2,060.00(IIIB)-\$2,064.00 (IIID); Local Public Match \$4,506.00; Estimated Client Donations \$100.00);
- **Gloucester County Department of Health**, 204 East Holly Ave., Sewell, NJ 08080, for the provision of the Senior Health Connection Program (#009) for an amount not to exceed \$18,060.00 (Grant Funds \$17,060.00(IIID); Local Public Match \$800.00; Estimated Client Donations \$200.00); and

WHEREAS, the Contracts shall be from January 1, 2013 to December 31, 2013, and shall be contingent upon grant funding under the Area Plan Grant awarded by the State of New Jersey, Department of Health and Senior Services for the year 2013; and

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

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board of Chosen Freeholders and the Clerk of the Board of Chosen Freeholders, be, and are hereby authorized to execute contracts from January 1, 2013 to December 31, 2013, with each of the following entities as follows:

- **Gloucester County Department of Health, Education/Disability & Senior Services**, 1340 Tanyard Road, Sewell, NJ 08080, for the provision of the Blind/Visually Impaired Program (#070) for an amount not to exceed \$49,000.00 (Grant Funds \$36,600.00 (SSBG); Local Public Match \$12,200.00; Estimated Client Donations \$200.00);
- **Gloucester County Division of Social Services**, 400 Hollydell Drive, Sewell, NJ 08080, for the provision of the Adult Protective Services Program (#065) for an amount not to exceed \$132,245.00 (Grant Funds \$97,576.00 (APS); Local Public Match \$34,669.00);
- **All About Care LLC.**, 870 Mantoloking Road, Brick, NJ 08723, for the provision of the Personal Care/ Homemaker Services Program (# 086) for an amount not to exceed \$47,600.00 (Grant Funds \$47,500.00 (IIIB); Estimated Client Donations \$100.00);
- **All About Care LLC.**, 870 Mantoloking Road, Brick, NJ 08723, for the provision of the Housekeeping Services Program (#087) for an amount not to exceed \$9,600.00 (Grant Funds \$9,500.00 (IIIB); Estimated Client Donations \$100.00);
- **Department of Human Services**, 115 Budd Blvd, West Deptford, NJ 08096, for the provision of the Non-Emergency Medical Transportation Program (# 003) for an amount not to exceed \$40,940.00 (Grant Funds \$39,000.00 (IIIB); Local Public Match \$1,440.00; Estimated Client Donation \$500.00);
- **Department of Human Services**, 115 Budd Blvd, West Deptford, NJ 08096, for the provision of the Blind/Visually Impaired Transportation Program (#035) to the elderly on behalf of the Gloucester County Division of Senior Services for an amount not to exceed \$11,600.00 (Grant Funds \$11,500.00 (IIIB); Estimated Client Donation \$100.00);
- **Department of Human Services**, 115 Budd Blvd, West Deptford, NJ 08096, for the provision of the Escorted Transportation Program (#060) for an amount not to exceed \$28,455.00 (Grant Funds \$25,665.00 (SHTP); Local Public Match \$2,690.00; Estimated Client Donation \$100.00);
- **Gloucester County Department of Health**, 204 East Holly Ave., Sewell, NJ 08080, for the provision of the Physical Health-Tai Chi & Arthritis Foundation Exercise Program (#008) for an amount not to exceed \$8,730.00 (Grant Funds \$2,060.00(IIIB)-\$2,064.00 (IIID); Local Public Match \$4,506.00; Estimated Client Donations \$100.00);
- **Gloucester County Department of Health**, 204 East Holly Ave., Sewell, NJ 08080, for the provision of the Senior Health Connection Program (#009) for an amount not to exceed \$18,060.00 (Grant Funds \$17,060.00(IIID); Local Public Match \$800.00; Estimated Client Donations \$200.00); and

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

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 20, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

COUNTY OF GLOUCESTER

D4

BOARD OF CHOSEN FREEHOLDERS

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

INTER-AGENCY/DEPARTMENTAL AGREEMENT

AGREEMENT NUMBER 070 DATE 1/1/2013

APPROPRIATION CODE _____

PROJECT BLIND/VISUALLY IMPAIRED PROGRAM

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

1340 Tanyard Road

Sewell, NJ 08080

INTER-AGENCY/DEPARTMENTAL AGREEMENT PAGES 1 THROUGH 10

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

GLOUCESTER COUNTY DIVISION OF SENIOR SERVICES

(Area Agency on Aging)

INTER-AGENCY/DEPARTMENTAL AGREEMENT

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

A sign shall be displayed in all facilities used by or in conjunction with the program stating the grievance policy and procedures.

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

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

This agreement shall be effective as of the 1st day of **January, 2013** and shall terminate no later than the 31st day of **December, 2013.**

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 070

SCOPE OF SERVICES

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

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

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

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

SERVICE COMPONENTS of Care Management, as defined by the State Taxonomy:
Service activities should include:

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

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

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

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

PROJECT TITLE: Blind/Visually Impaired Program

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

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

8 clients vulnerable (16% of 50)

50 clients frail/disabled (100.00% of 50)

9 clients low income minority (18% of 50)

SERVICE AREA: All of Gloucester County

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

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

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

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

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

Unit = 1 hr

	<u>*329</u>	<u>*105</u>	<u>*212</u>	<u>Total</u>
<u>AMOUNT:</u>	\$ 23,440	\$23,440	\$2,120	<u>\$49,000</u>
<u>UNITS OF SERVICE:</u>	340	681	109	
<u>CLIENT COUNT:</u>	50	50	4	
<u>UNIT COST:</u>	\$68.94	\$34.42	\$ 19.45	

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 070

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

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

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO AGREEMENT NUMBER 070

METHOD OF MONITORING AND REPORTS REQUIRED

REPORTS

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

MONITORING:

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

MEETINGS:

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

CLIENT SURVEY:

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

SUBCONTRACT REQUIREMENTS:

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

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY, UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS RELATED TO THE OLDER AMERICANS ACT.
2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER, WHICH WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE

OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION.
SPECIFICALLY, THESE CONDITIONS ARE AS FOLLOWS:

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

- A. PROVIDER AGENCY WILL USE SAMS FOR ALL APC DATA REPORTING, CLIENT TRACKING AND ALL CARE MANAGEMENT FUNDED BY AND THROUGH DACS/AAA
- B. IF APPLICABLE, IN AN ADRC, THE PROVIDER AGENCY WILL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, RECORDING SERVICE DELIVERY, CLIENT CHARACTERISTICS AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.

GLOUCESTER COUNTY IS AN AGING AND DISABILITY RESOURCE CONNECTION (ADRC), A SINGLE POINT OF ENTRY INTO THE LONG TERM CARE SYSTEM FOR OLDER ADULTS AND PEOPLE WITH DISABILITIES. SOMETIMES REFERRED TO AS ONE-STOP OR NO WRONG DOOR, SERVICE PROVIDERS WITHIN THE AREA PLAN CONTRACT ARE TO REFER CONSUMERS AND THEIR FAMILIES TO THE ADRC. INFORMATION, ADVICE, OPTIONS COUNSELING AND OTHER SERVICES WILL BE PROVIDED TO HELP CONSUMERS OF ALL INCOMES TO MAKE INFORMED DECISIONS ABOUT BOTH PUBLIC AND PRIVATE LONG TERM SUPPORTS AND SERVICES.

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

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

1340 Tanyard Road

Sewell, NJ 08080

BY: _____ Date _____

TITLE: _____

FUNDING AGENCY

**AREA AGENCY ON AGING: DEPARTMENT OF HEALTH, SENIOR &
DISABILITY SERVICES, DIVISION OF SENIOR SERVICES.**

BY: _____ Date _____

TITLE: Executive Director

GRANTOR:

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ Date _____

NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

Robert N. DiLella, Clerk of the Board

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

DH

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

GRANT AGREEMENT NUMBER 065 DATE 1/1/2013

APPROPRIATION CODE _____

PROJECT Adult Protective Services (APS)

GRANTEE Gloucester County Division of Social Services

400 Hollydell Drive

Sewell, NJ 08080

GRANT AGREEMENT PAGES 1 THROUGH 19

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

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

DEFINITIONS:

PROJECT: ADULT PROTECTIVE SERVICES (APS)

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

AUTHORIZED APPROPRIATION:

ACCOUNT TITLE Area Plan

ACCOUNT CODE _____

CONTRACT PERIOD:

THIS AGREEMENT, ENTERED INTO THIS 1ST DAY OF JANUARY, 2013,

BY AND BETWEEN THE BOARD OF CHOSEN FREEHOLDERS OF THE
COUNTY OF GLOUCESTER HEREINAFTER REFERRED TO AS THE "COUNTY"

AND:

GRANTEE Gloucester County Division of Social Services

400 Hollydell Drive

Sewell, NJ 08080

HEREINAFTER REFERRED TO AS THE "GRANTEE".

WITNESSETH THAT:

1. TERM OF AGREEMENT. THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE 1ST DAY OF JANUARY, 2013 AND SHALL TERMINATE NO LATER THAN THE 31ST DAY OF DECEMBER, 2013.

2. COMPLIANCE. THE GRANTEE, IN ORDER TO INDUCE THE COUNTY TO MAKE THE WITHIN GRANT FOR THE PROJECT, AGREES THAT IT SHALL COMPLY WITH ALL PROVISIONS OF THE AUTHORIZING APPROPRIATION, THE ACT, AND ANY REGULATIONS, REQUIREMENTS OR GUIDELINES

WHICH THE COUNTY MAY ISSUE, WHETHER EXPLICITLY REFERRED TO HEREIN OR NOT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. TERMINATION. THE COUNTY MAY, BY GIVING WRITTEN NOTICE TO THE GRANTEE, SPECIFYING THE EFFECTIVE DAY, TERMINATE THIS

AGREEMENT IN WHOLE OR IN PART, AT ANY TIME, WITHOUT CAUSE AND FOR CONVENIENCE, OR FOR ANY CAUSE, WHICH SHALL INCLUDE BUT NOT BE LIMITED TO:

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

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

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

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

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

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

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

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

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

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

17. PROOF OF INSURANCE. PRIOR TO THE COMMENCEMENT OF WORK UNDER THIS CONTRACT AND UNTIL COMPLETION AND FINAL ACCEPTANCE OF THE WORK, THE GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES SHALL, AT ITS SOLE EXPENSE, MAINTAIN INSURANCE

COVERAGE AND SHALL FURNISH TO THE COUNTY, CERTIFICATES OF INSURANCE EVIDENCING SAME AND REFLECTING THE EFFECTIVE DATE OF SUCH COVERAGE.

SUPPLEMENTARY PROVISIONS

(PROVISIONS NUMBERED 18 AND FOLLOWING)

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

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

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

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

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

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

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

22. ADDITIONAL INSURED, THE COUNTY OF GLOUCESTER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES FOR THE ADULT PROTECTIVE SERVICES PROGRAM FOR SENIORS ON JANUARY 1, 2013 UNTIL DECEMBER 31, 2013.

ASSURANCES

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

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

SUBCONTRACT REQUIREMENTS:

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

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

5. OAA § 306(A)(4)(A)(II)(III); 42 U.S.C.A. § 3026 (A)(4)(A)(II)(III): PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.
6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS SUCH AGENCY RECEIVES OR EXPENDS TO PROVIDE SERVICES TO OLDER INDIVIDUALS WILL BE DISCLOSED TO THE STATE UNIT ON AGING OR THE COMMISSIONER FOR THE DEPARTMENT OF HEALTH AND SENIOR SERVICES UPON REQUEST.
7. AT THE DISCRETION OF THE AREA AGENCY ON AGING, SUBCONTRACT LANGUAGE FOR AGENCIES FUNDED THROUGH THE APC PROVIDING REGISTERED SERVICES, AND WHO HAVE BEEN IDENTIFIED BY THE AAA TO HAVE SAMS LICENSES FOR CLIENT MANAGEMENT, SHOULD ALSO CONTAIN THIS LANGUAGE AS A REQUIREMENT OF RECEIVING FUNDING.
 - A. PROVIDER AGENCY WILL USE SAMS FOR ALL APC DATA REPORTING, CLIENT TRACKING AND ALL CARE MANAGEMENT FUNDED BY AND THROUGH DACS/AAA
 - B. IF APPLICABLE, IN AN ADRC, THE PROVIDER AGENCY WILL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, RECORDING SERVICE DELIVERY, CLIENT CHARACTERISTICS AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.

FEDERAL REGISTER QUOTES THAT APPLY UNDER TITLE III.

1321.105 LICENSURE REQUIREMENT.

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

1321.109 PREFERENCE FOR THOSE WITH GREATEST ECONOMIC NEED.

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

1321.111 CLIENT CONTRIBUTIONS.

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

1321.115 ADVISORY ROLE TO SERVICE PROVIDERS OF OLDER PERSONS.

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

1361.161 LEGAL SERVICES.

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

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 065

SCOPE OF SERVICES

Service Requirements for Providers

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

Protective services shall include, but not be limited to:

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

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

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

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

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

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

Administrative Responsibilities

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

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

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

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

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

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

Staffing - Minimum Standard

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

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

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 065

SCOPE OF SERVICES

Gloucester County is an Aging and Disability Resource Connection (ADRC), a single point of entry into the long term care system for older adults and people with disabilities. Sometimes referred to as one-stop or no wrong door, service providers within the Area Plan contract are to refer consumers and their families to the ADRC. Information, advice, options counseling and other services will be provided to help consumers of all incomes to make informed decisions about both public and private long term supports and services.

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

A sign shall be displayed in all facilities used by or in conjunction with the program stating the grievance policy and procedures.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 065

SCOPE OF SERVICES

GRANTEE: Gloucester County Division of Social Services

PROJECT TITLE: Adult Protective Services (APS)

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

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

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

SERVICE DEFINITION: **SERVICE TAXONOMY:** 324

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

Units of Service = Contact

AMOUNT: \$132,245.

UNITS OF SERVICE: 3000 (UNIT= EACH CONTACT)

CLIENT COUNT: 150

UNIT COST: \$ 44.08

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 065

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

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

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 065

METHOD OF PAYMENT, MONITORING AND REPORTS REQUIRED

PAYMENTS

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

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

THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:

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

REPORTS

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

MONITORING:

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

MEETINGS:

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

CLIENT SURVEY:

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

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

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

GRANTEE Gloucester County Division of Social Services
400 Hollydell Drive
Sewell, NJ 08080

BY: _____ Date _____
(Name)

(Title)

FUNDING AGENCY

**AREA AGENCY ON AGING: DEPARTMENT OF HEALTH, SENIOR &
DISABILITY SERVICES, DIVISION OF SENIOR SERVICES.**

BY: _____ Date _____

TITLE : Executive Director

GRANTOR:

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ Date _____

NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

Robert N. DiLella, CLERK OF THE BOARD

THIS AGREEMENT dated 1st day of January, 2013.

D4

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

GRANT AGREEMENT NUMBER 086 DATE 1/1/2013

APPROPRIATION CODE _____

PROJECT PERSONAL CARE / HOMEMAKER SERVICE

GRANTEE All About Care, LLC

870 Mantoloking Road

Brick, N.J. 08723

GRANT AGREEMENT PAGES 1 THROUGH 19

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

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

DEFINITIONS:

PROJECT PERSONAL CARE / HOMEMAKER SERVICE

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

AUTHORIZED APPROPRIATION:

ACCOUNT TITLE Area Plan

ACCOUNT CODE _____

CONTRACT PERIOD:

THIS AGREEMENT, ENTERED INTO THIS 1ST DAY OF JANUARY, 2013, BY
AND BETWEEN THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF
GLOUCESTER HEREINAFTER REFERRED TO AS THE "COUNTY"

AND:

GRANTEE All About Care, LLC

870 Mantoloking Road

Brick, N.J. 08723

HEREINAFTER REFERRED TO AS THE "GRANTEE".

WITNESSETH THAT:

1. TERM OF AGREEMENT. THIS AGREEMENT SHALL BE EFFECTIVE AS
OF THE 1ST DAY OF JANUARY, 2013 AND SHALL TERMINATE NO LATER
THAN THE 31ST DAY OF DECEMBER, 2013.

2. COMPLIANCE. THE GRANTEE, IN ORDER TO INDUCE THE COUNTY TO
MAKE THE WITHIN GRANT FOR THE PROJECT, AGREES THAT IT SHALL
COMPLY WITH ALL PROVISIONS OF THE AUTHORIZING APPROPRIATION,
THE ACT, AND ANY REGULATIONS, REQUIREMENTS OR GUIDELINES

WHICH THE COUNTY MAY ISSUE, WHETHER EXPLICITLY REFERRED TO HEREIN OR NOT.

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

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

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

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

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

EACH INVOICE SHALL CONTAIN AN ITEMIZED, DETAILED DESCRIPTION OF ALL WORK PERFORMED DURING THE BILLING PERIOD.

FAILURE TO PROVIDE SUFFICIENT SPECIFICITY SHALL BE CAUSE FOR REJECTION OF THE INVOICE UNTIL THE NECESSARY DETAILS ARE PROVIDED.

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

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

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

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

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

THE GRANTEE TO RETAIN SUCH PROPERTY, SUBJECT TO REIMBURSEMENT TO THE COUNTY (AREA PLAN GRANT UNDER TITLE III) OF ITS COST MINUS A FAIR RENTAL VALUE, FOR THE PERIOD OF ACTUAL USE.

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

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

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

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

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

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

(A) UTILIZATION OF ANY PORTION OF THE APPROPRIATION HEREUNDER TO EMPLOY OR OTHERWISE COMPENSATE ANY

PERSON EMPLOYED BY THE COUNTY WHO HAS DIRECTLY PARTICIPATED IN THE NEGOTIATION OR APPROVAL OF THIS AGREEMENT;

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

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

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

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

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

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

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

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

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

17. PROOF OF INSURANCE. PRIOR TO THE COMMENCEMENT OF WORK UNDER THIS CONTRACT AND UNTIL COMPLETION AND FINAL ACCEPTANCE OF THE WORK, ALL ABOUT CARE, LLC SHALL, AT ITS SOLE EXPENSE, MAINTAIN INSURANCE COVERAGE AND SHALL FURNISH TO THE COUNTY, CERTIFICATES OF INSURANCE EVIDENCING SAME AND REFLECTING THE EFFECTIVE DATE OF SUCH COVERAGE.

SUPPLEMENTARY PROVISIONS

(PROVISIONS NUMBERED 18 AND FOLLOWING)

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

- A. ANY BOOKS, REPORTS, PAMPHLETS, PAPERS OR ARTICLES RECEIVING SUPPORT UNDER TITLE III MUST CONTAIN AN ACKNOWLEDGMENT OF THAT SUPPORT.
- B. THE DEPARTMENT OF HEALTH, EDUCATION AND WELFARE, OFFICE OF HUMAN DEVELOPMENT, ADMINISTRATION ON AGING (HEREINAFTER CALLED A6A) RESERVES THE OPTION TO RECEIVE FREE OF CHARGE UP TO 12 COPIES OF ANY PUBLICATION PUBLISHED AS A PART OF TITLE III PROJECTS, AND TWO COPIES OF ANY PROJECT BASED ON PROJECT ACTIVITIES.
- C. WHERE A PROJECT RESULTS IN A BOOK OR OTHER COPYRIGHTABLE MATERIAL, THE AUTHOR IS FREE TO OBTAIN A COPYRIGHT, BUT A6A RESERVES A ROYALTY-FREE, NON-EXCLUSIVE, AND IRREVOCABLE LICENSE TO REPRODUCE, PUBLISH OR OTHERWISE USE, OR AUTHORIZE OTHERS TO USE, ALL SUCH MATERIALS.

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

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

THE VENDOR SHALL BE RESPONSIBLE FOR AND SHALL KEEP, SAVE AND HOLD THE COUNTY OF GLOUCESTER HARMLESS FROM ALL CLAIMS, LOSS, LIABILITY, EXPENSE, OR DAMAGE RESULTING FROM ALL MENTAL OR PHYSICAL INJURIES OR DISABILITIES, INCLUDING DEATH, TO EMPLOYEES OR RECIPIENTS OF THE VENDOR'S SERVICES OR TO ANY OTHER PERSONS, OR FROM ANY DAMAGE TO ANY PROPERTY SUSTAINED IN CONNECTION WITH THIS CONTRACT WHICH RESULTS FROM ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE OR MALPRACTICE, OF ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS OR INDEPENDENT CONTRACTORS, OR FROM THE VENDOR'S FAILURE TO PROVIDE FOR THE SAFETY AND PROTECTION OF ITS EMPLOYEES, WHETHER OR NOT DUE TO NEGLIGENCE, FAULT, OR DEFAULT OF THE VENDOR. THE VENDOR'S LIABILITY UNDER THIS AGREEMENT SHALL CONTINUE AFTER THE TERMINATION OF THIS AGREEMENT WITH RESPECT TO ANY LIABILITY,

LOSS, EXPENSE OR DAMAGE RESULTING FROM ACTS OCCURRING PRIOR TO TERMINATION.

21. THIS CONTRACT, IN ALL PHASES, IS PURSUANT TO THE AVAILABILITY OF FEDERAL FUNDING UNDER TITLE III.
22. ADDITIONAL INSURED. THE COUNTY OF GLOUCESTER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECT TO ALL ABOUT CARE, LLC FOR THE EVENT OF THE PERSONAL CARE/HOMEMAKER PROGRAM FOR SENIORS ON JANUARY 1, 2013 UNTIL DECEMBER 31, 2013.

ASSURANCES

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

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

FEDERAL REGISTER QUOTES THAT APPLY UNDER TITLE III.

1321.105 LICENSURE REQUIREMENT.

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

1321.109 PREFERENCE FOR THOSE WITH GREATEST ECONOMIC NEED.

ALL SERVICE PROVIDERS UNDER THIS PART MUST GIVE PREFERENCE TO THOSE WITH GREATEST ECONOMIC OR SOCIAL NEED.

SERVICE PROVIDERS MAY USE METHODS SUCH AS LOCATIONS OF SERVICES AND SPECIALIZATION IN THE TYPES OF SERVICES MOST NEEDED BY THESE GROUPS TO MEET THIS REQUIREMENT. NO SERVICE PROVIDER MAY USE A MEANS TEST.

1321.111 CLIENT CONTRIBUTIONS.

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

1321.115 ADVISORY ROLE TO SERVICE PROVIDERS OF OLDER PERSONS.

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

1361.161 LEGAL SERVICES.

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

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT I, LIVING WAGE AGREEMENT, GRANT NUMBER 086

The County of Gloucester has implemented a "Living Wage" Resolution to be utilized in all Gloucester County Contracts. This was enacted under the Gloucester County Administrative Code, Article, PUR-4, Purchasing Procedures. (Dated August 1, 2001, April 21, 2010).

Therefore, all employees assigned to work performed to contracts on behalf of the County of Gloucester shall be paid at an hourly rate of compensation as set forth in the Administrative Code provision continue to be required to assure that successful bidders receiving contracts awarded by the County of Gloucester attract and provide the highest quality workers available, ensuring quality workmanship and services, designed to result in County work being completed in a timely and appropriate fashion, with fewer worker injuries and work stoppages, all to the benefit of the County operations specifically and the residents of the County of Gloucester generally. All employees shall be paid at an hourly rate of compensation which shall be not less than one and one half times the State of New Jersey minimum wage; currently \$10.87 per hour.

In lieu of providing health and hospital insurance coverage to employees assigned to perform work as described above, the contract vendor shall pay to such assigned employees an amount equal to 25% of the minimum hourly wage established pursuant to Paragraph A., of this Administrative Code section" Currently \$2.72 per hour.
A statement of employees' wages and benefits must be completed and submitted as a material requirement of the bid in order for the bid to be accepted.

The County of Gloucester may refuse to award a contract to a person or entity submitting a bid if that person or entity has filed or submitted false information, or failed to file or submit the information required by these regulations.

Upon award of contract, the County of Gloucester may require further proof of compliance with the standards set forth in these regulations.

Failure to provide the aforesaid information shall constitute a violation resulting in the withholding of funds due to the contractor until such time as the information is provided. Submission of inaccurate, false, misleading or fraudulent information shall also constitute a violation of the ordinance and result in the withholding of funds due to the contractor and disqualification from consideration for future contracts.

These regulations shall not be construed as preventing any employer from providing rates of pay or benefits which are higher than those required by these regulations, diminishing the responsibilities of a public body or an employer under the provisions of any other law, or impairing any provision of an existing collective bargaining agreement.

These regulations shall not apply to construction contracts that are subject to any prevailing wage laws or regulations, contracts for the provision of goods only, contracts awarded to work-study or cooperative education programs, or contracts awarded for youth or job training programs.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 086

SCOPE OF SERVICES

Personal Care / Homemaker Service is primarily an interim care program to provide home care until a more lasting service can be arranged. As an interim program this service will be limited to a maximum of 38 hours per client per contract year, usually at 2 hours per visit or arranged for the good of the client.

This is a hands-on personal care service for those homebound seniors 60 and over who are unable to care for themselves and have exhausted other services (i.e., Medicare, Medicaid, or private insurance) but who need additional time to arrange long term home care or institutionalization.

Personal Care / Homemaker Services provided by Homemaker /Personal Care Assistants include personal assistance, stand-by assistance, supervision or cues for persons having difficulties with one or more of the following activities of daily living: eating, dressing, bathing and toileting.

Personal Care / Homemaking Service

A Homemaker may:

- sort, spot, wash, **dry, fold, and store** client's personal laundry, linens and towels;
- dust and vacuum client's bedroom and other personal living space;
- wash mirrors, fixtures and non-wood surfaces in bedroom and other personal living space;
- polish wood surfaces in bedroom and other personal living spaces;
- wash and sanitize bathtub, toilet and sink in **client** bathroom and damp mop the floor;
- general tidying of area most highly utilized by the client;
- wash and sanitize countertops in kitchen;
- wash, **dry, and store** dishes;
- wipe **kitchen** sink and stove/**microwave**;
- plan and shop for **client** meal makings;
- prepare **client** meals for immediate and future consumption;
- assist with feeding, dressing, grooming tasks; and
- monitor need for personal care and make appropriate referrals.

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 086

SCOPE OF SERVICES

The service provider will reach the low income and minority target populations by networking with other social service providers, through referrals from the Outreach Program, and by advertising in locations that are convenient and easily accessed by the target population. All clients will be from the frail or disabled target population. Doctors, hospitals, or other medical sources will refer most.

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

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

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 086

SCOPE OF SERVICES

GRANTEE: All About Care, LLC

PROJECT TITLE: Personal Care / Homemaker Service

POPULATION TO BE SERVED: Residents of the county who are 60 years or older who are ill or infirm. A concerted effort will be made to target the low- income minority population in at least the same proportion of older individuals of the area served by the provider

94 Total clients	
37 clients low income	(40% of 94)
27 clients minority	(29% of 94)
94 clients frail/disabled	(100% of 94)
65 clients low-income minority	(69% of 94)

SERVICE AREA: The entire geographical area of Gloucester County attempting to target, identify, assess, and service those consumers eligible for services.

OBJECTIVE:

To provide general support by trained and professionally supervised homemaker home health aides/personal care assistants to homebound clients as an interim service while other arrangements are pursued in order to maintain, strengthen and safeguard the functioning of older individuals and families in their own homes during periods of illness or severe instability.

SERVICE DEFINITION: **SERVICE TAXONOMY:** 323

Providing personal assistance, stand-by assistance, supervision or cues for persons having difficulties with one or more of the following activities of daily living: eating, dressing, bathing and toileting.

AMOUNT: \$47,600.00

UNITS OF SERVICE: 2261 (unit= hour)

CLIENT COUNT: 94

UNIT COST: \$ 21.05

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 086

	CASH	IN-KIND	TOTAL
Personnel	47,600	-0-	47,600
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	-0-	-0-	-0-
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET COST	\$47,600.	-0-	\$47,600.
LESS:		Client Income	100
		Grantee Match	-0-
		NET BUDGETED COST	\$47,500.

III B	\$47,500.	100 %
Local Share	-0-	-0-%
Client Income	\$100.	-0-%
TOTAL	\$ 47,600.	100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 086

SUBCONTRACT REQUIREMENTS:

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

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

AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.

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

METHOD OF PAYMENT, MONITORING AND REPORTS REQUIRED

PAYMENTS

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

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

THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:

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

REPORTS

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

MONITORING:

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

MEETINGS:

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

CLIENT SURVEY:

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

GLOUCESTER COUNTY IS AN AGING AND DISABILITY RESOURCE CONNECTION (ADRC), A SINGLE POINT OF ENTRY INTO THE LONG TERM CARE SYSTEM FOR OLDER ADULTS AND PEOPLE WITH DISABILITIES. SOMETIMES REFERRED TO AS ONE-STOP OR NO WRONG DOOR, SERVICE PROVIDERS WITHIN THE AREA PLAN CONTRACT ARE TO REFER CONSUMERS AND THEIR FAMILIES TO THE ADRC. INFORMATION, ADVICE, OPTIONS COUNSELING AND OTHER SERVICES WILL BE PROVIDED TO HELP CONSUMERS OF ALL INCOMES TO MAKE INFORMED DECISIONS ABOUT BOTH PUBLIC AND PRIVATE LONG TERM SUPPORTS AND SERVICES.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT
NUMBERED 086 CONSISTS OF 19 PAGES NUMBERED
CONSEQUENTLY.

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

GRANTEE All About Care, LLC

870 Mantoloking Road

Brick, N.J. 08723

BY: _____ Date _____

(Name)

(Title)

GRANTOR:

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ Date _____

NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

Robert N. DiLella, CLERK OF THE BOARD

THIS AGREEMENT made on the 1st day of January, 2013.

04

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

GRANT AGREEMENT NUMBER 087 DATE 1/1/2013

APPROPRIATION CODE _____

PROJECT HOUSEKEEPING SERVICE

GRANTEE All About Care, LLC.

870 Mantoloking Road

Brick, N.J. 08723

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COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

GRANT AGREEMENT

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

DEFINITIONS:

PROJECT HOUSEKEEPING SERVICE

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

AUTHORIZED APPROPRIATION:

ACCOUNT TITLE Area Plan

ACCOUNT CODE _____

CONTRACT PERIOD:

THIS AGREEMENT, ENTERED INTO THIS 1ST DAY OF January, 2013, BY
AND BETWEEN THE BOARD OF CHOSEN FREEHOLDERS OF THE
COUNTY OF GLOUCESTER HEREINAFTER REFERRED TO AS THE "COUNTY"

AND:

GRANTEE All About Care, LLC.

870 Mantoloking Road

Brick, N.J. 08723

HEREINAFTER REFERRED TO AS THE "GRANTEE".

WITNESSETH THAT:

1. TERM OF AGREEMENT. THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE 1ST DAY OF JANUARY, 2013 AND SHALL TERMINATE NO LATER THAN THE 31ST DAY OF DECEMBER, 2013.

2. COMPLIANCE. THE GRANTEE, IN ORDER TO INDUCE THE COUNTY TO MAKE THE WITHIN GRANT FOR THE PROJECT, AGREES THAT IT SHALL COMPLY WITH ALL PROVISIONS OF THE AUTHORIZING APPROPRIATION, THE ACT, AND ANY REGULATIONS, REQUIREMENTS OR GUIDELINES

WHICH THE COUNTY MAY ISSUE, WHETHER EXPLICITLY REFERRED TO HEREIN OR NOT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. TERMINATION. THE COUNTY MAY, BY GIVING WRITTEN NOTICE TO THE GRANTEE, SPECIFYING THE EFFECTIVE DAY, TERMINATE THIS

AGREEMENT IN WHOLE OR IN PART, AT ANY TIME, WITHOUT CAUSE AND FOR CONVENIENCE, OR FOR ANY CAUSE, WHICH SHALL INCLUDE BUT NOT BE LIMITED TO:

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

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

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

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

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

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

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

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

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

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

17. PROOF OF INSURANCE. PRIOR TO THE COMMENCEMENT OF WORK UNDER THIS CONTRACT AND UNTIL COMPLETION AND FINAL ACCEPTANCE OF THE WORK, ALL ABOUT CARE, LLC. SHALL, AT ITS SOLE EXPENSE, MAINTAIN INSURANCE COVERAGE AND SHALL FURNISH TO THE

COUNTY, CERTIFICATES OF INSURANCE EVIDENCING SAME AND REFLECTING THE EFFECTIVE DATE OF SUCH COVERAGE.

SUPPLEMENTARY PROVISIONS

(PROVISIONS NUMBERED 18 AND FOLLOWING)

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

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

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

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

THE VENDOR SHALL BE RESPONSIBLE FOR AND SHALL KEEP, SAVE AND HOLD THE COUNTY OF GLOUCESTER HARMLESS FROM ALL CLAIMS, LOSS, LIABILITY, EXPENSE, OR DAMAGE RESULTING FROM ALL MENTAL OR PHYSICAL INJURIES OR DISABILITIES, INCLUDING DEATH, TO EMPLOYEES OR RECIPIENTS OF THE VENDOR'S SERVICES OR TO ANY OTHER PERSONS, OR FROM ANY DAMAGE TO ANY PROPERTY SUSTAINED IN CONNECTION WITH THIS CONTRACT WHICH RESULTS FROM ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE OR MALPRACTICE, OF ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS OR INDEPENDENT CONTRACTORS, OR FROM THE VENDOR'S FAILURE TO PROVIDE FOR THE SAFETY AND PROTECTION OF ITS EMPLOYEES, WHETHER OR NOT DUE TO

NEGLIGENCE, FAULT, OR DEFAULT OF THE VENDOR. THE VENDOR'S LIABILITY UNDER THIS AGREEMENT SHALL CONTINUE AFTER THE TERMINATION OF THIS AGREEMENT WITH RESPECT TO ANY LIABILITY, LOSS, EXPENSE OR DAMAGE RESULTING FROM ACTS OCCURRING PRIOR TO TERMINATION.

21. THIS CONTRACT, IN ALL PHASES, IS PURSUANT TO THE AVAILABILITY OF FEDERAL FUNDING UNDER TITLE III.
22. ADDITIONAL INSURED, THE COUNTY OF GLOUCESTER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECT TO ALL ABOUT CARE, LLC. FOR THE EVENT OF THE HOUSEKEEPING SERVICE PROGRAM FOR SENIORS ON JANUARY 1, 2013 UNTIL DECEMBER 31, 2013.

ASSURANCES

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

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

FEDERAL REGISTER QUOTES THAT APPLY UNDER TITLE III.

1321.105 LICENSURE REQUIREMENT.

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

1321.109 PREFERENCE FOR THOSE WITH GREATEST ECONOMIC NEED.

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

1321.111 CLIENT CONTRIBUTIONS.

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

1321.115 ADVISORY ROLE TO SERVICE PROVIDERS OF OLDER PERSONS.

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

1361.161 LEGAL SERVICES.

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

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT I, LIVING WAGE AGREEMENT, GRANT NUMBER 087

The County of Gloucester has implemented a "Living Wage" Resolution to be utilized in all Gloucester County Contracts. This was enacted under the Gloucester County Administrative Code, Article, PUR-4, Purchasing Procedures. (Dated August 1, 2001, Amended April 21, 2010).

Therefore, all employees assigned to work performed to contracts on behalf of the County of Gloucester shall be paid at an hourly rate of compensation as set forth in the Administrative Code provision continue to be required to assure that successful bidders receiving contracts awarded by the County of Gloucester attract and provide the highest quality workers available, ensuring quality workmanship and services, designed to result in County work being completed in a timely and appropriate fashion, with fewer worker injuries and work stoppages, all to the benefit of the County operations specifically and the residents of the County of Gloucester generally. All employees shall be paid at an hourly rate of compensation which shall be not less than one and one half times the State of New Jersey minimum wage; currently \$10.87 per hour.

In lieu of providing health and hospital insurance coverage to employees assigned to perform work as described above, the contract vendor shall pay to such assigned employees an amount equal to 25% of the minimum hourly wage established pursuant to Paragraph A., of this Administrative Code section" Currently \$2.72 per hour.
A statement of employees' wages and benefits must be completed and submitted as a material requirement of the bid in order for the bid to be accepted.

The County of Gloucester may refuse to award a contract to a person or entity submitting a bid if that person or entity has filed or submitted false information, or failed to file or submit the information required by these regulations.

Upon award of contract, the County of Gloucester may require further proof of compliance with the standards set forth in these regulations.

Failure to provide the aforesaid information shall constitute a violation resulting in the withholding of funds due to the contractor until such time as the information is provided. Submission of inaccurate, false, misleading or fraudulent information shall also constitute a violation of the ordinance and result in the withholding of funds due to the contractor and disqualification from consideration for future contracts.

These regulations shall not be construed as preventing any employer from providing rates of pay or benefits which are higher than those required by these regulations, diminishing the responsibilities of a public body or an employer under the provisions of any other law, or impairing any provision of an existing collective bargaining agreement.

These regulations shall not apply to construction contracts that are subject to any prevailing wage laws or regulations, contracts for the provision of goods only, contracts awarded to work-study or cooperative education programs, or contracts awarded for youth or job training programs.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 087

SCOPE OF SERVICES

After determining that services are needed due the fact that there is no family member or other responsible informal caregiver available or capable of providing such services, Housekeeping Service would allow 19 hours of service for those **homebound** seniors 60 and over who are unable to care for their home environment. Under extraordinary cases of exceptional NEED, extensions would be considered. It cannot, however, be used as a weekly accommodation.

The prime requirement is need as determined by a condition detrimental to the health of the client. Age, infirmity, severe disability, bed-fast illness (prolonged), blindness are all possible reasons for the service.

Housekeeping Service includes any combination of the following general, light services necessary to maintain a healthful condition of the living quarters for the client:

- Tidy client's living quarters
- **Sort, wash, dry, fold, store Client's Laundry**
- **Client Meal preparation**
- Monitor personal care and make appropriate referrals
- Assist with personal care

The "Caregiver" will conduct ongoing monitoring to detect changes in the client's condition, and provide referral, if necessary, to establish a linkage with the appropriate agency.

The grantee will reach the low income and minority target populations by networking with other social service providers, through referrals from the Outreach Program and by advertising in locations accessible to the target population. All clients will be from the frail or disabled target population. Doctors, hospitals or other medical sources will refer most.

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

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

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 087

SCOPE OF SERVICES

GRANTEE: All About Care, LLC.

PROJECT TITLE: Housekeeping Service

POPULATION TO BE SERVED: Residents of the county who are 60 years or older who are ill or infirm. A concerted effort will be made to target the low-income minority population in at least the same proportion of older individuals of the area served by the provider

18 Total clients	
9 clients low-income	(50% of 18)
6 clients minority	(33% of 18)
18 clients frail/disabled	(100% of 18)
16 clients vulnerable	(100% of 18)

SERVICE AREA: The entire geographical area of Gloucester County, attempting to target, identify, assess, and service those consumers eligible for services.

OBJECTIVE:

To provide basic routine housekeeping service for the ill, infirm elderly.

SERVICE DEFINITION:

SERVICE TAXONOMY: 212

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

AMOUNT: \$9,600.00

UNITS OF SERVICE: 452 Unit = 1 hour

CLIENT COUNT: 18

UNIT COST: \$ 21.24

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 087

	CASH	IN-KIND	TOTAL
Personnel	9,600.	-0-	9,600.
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	-0-	-0-	-0-
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET COST	9,600.	-0-	9,600.
		LESS:	
		Client Income	100.
		Grantee Match	-0-
		NET BUDGETED COST	\$9,500.

III B	\$9,500.	99%
State Share	-0-	-0-%
State HDM Share	-0-	-0-%
Grantee Match	-0-	-0-%
Client Income	\$100.	1%
TOTAL	\$9,600.	100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 087

SUBCONTRACT REQUIREMENTS:

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

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

5. OAA § 306(A)(4)(A)(II)(III); 42 U.S.C.A. § 3026 (A)(4)(A)(II)(III): PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.
6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS SUCH AGENCY RECEIVES OR EXPENDS TO PROVIDE SERVICES TO OLDER INDIVIDUALS WILL BE DISCLOSED TO THE STATE UNIT ON AGING OR THE COMMISSIONER FOR THE DEPARTMENT OF HEALTH AND SENIOR SERVICES UPON REQUEST.
7. AT THE DISCRETION OF THE AREA AGENCY ON AGING, SUBCONTRACT LANGUAGE FOR AGENCIES FUNDED THROUGH THE APC PROVIDING REGISTERED SERVICES, AND WHO HAVE BEEN IDENTIFIED BY THE AAA TO HAVE SAMS LICENSES FOR CLIENT MANAGEMENT, SHOULD ALSO CONTAIN THIS LANGUAGE AS A REQUIREMENT OF RECEIVING FUNDING.
 - A. PROVIDER AGENCY WILL USE SAMS FOR ALL APC DATA REPORTING, CLIENT TRACKING AND ALL CARE MANAGEMENT FUNDED BY AND THROUGH DACS/AAA.
 - B. IF APPLICABLE, IN AN ADRC, THE PROVIDER AGENCY WILL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, RECORDING SERVICE DELIVERY, CLIENT CHARACTERISTICS AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.

METHOD OF PAYMENT, MONITORING AND REPORTS REQUIRED

PAYMENTS

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

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

THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:

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

REPORTS

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

COORDINATORS ARE TO GIVE A QUARTERLY NARRATIVE REPORT ON THE PROGRESS OF THE PROGRAM.

MONITORING:

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

MEETINGS:

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

CLIENT SURVEY:

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

GLOUCESTER COUNTY IS AN AGING AND DISABILITY RESOURCE CONNECTION (ADRC), A SINGLE POINT OF ENTRY INTO THE LONG TERM CARE SYSTEM FOR OLDER ADULTS AND PEOPLE WITH DISABILITIES. SOMETIMES REFERRED TO AS ONE-STOP OR NO WRONG DOOR, SERVICE PROVIDERS WITHIN THE AREA PLAN CONTRACT ARE TO REFER CONSUMERS AND THEIR FAMILIES TO THE ADRC. INFORMATION, ADVICE, OPTIONS COUNSELING AND OTHER SERVICES WILL BE PROVIDED TO HELP CONSUMERS OF ALL INCOMES TO MAKE INFORMED DECISIONS ABOUT BOTH PUBLIC AND PRIVATE LONG TERM SUPPORTS AND SERVICES.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT NUMBERED 087 CONSISTS OF 18 PAGES NUMBERED CONSEQUENTLY.

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

GRANTEE All About Care, LLC.
870 Mantoloking Road
Brick, N.J. 08723

BY: _____ Date _____
(Name)

(Title)

GRANTOR:
COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ Date _____

NAME: Robert M. Damming

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

Robert N. DiLella, CLERK OF THE BOARD

THIS AGREEMENT made on this 1st day of January, 2013.

COUNTY OF GLOUCESTER

D4

BOARD OF CHOSEN FREEHOLDERS

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

INTER-AGENCY/DEPARTMENTAL AGREEMENT

AGREEMENT NUMBER 003 DATE 1/1/2013

APPROPRIATION CODE _____

PROJECT NON - EMERGENCY MEDICAL TRANSPORTATION

GRANTEE Gloucester County Dept. of Human Services

Division of Transportation Services

115 Budd Boulevard, West Deptford, N.J. 08096

INTER-AGENCY/DEPARTMENTAL AGREEMENT PAGES 1 THROUGH 10

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

GLOUCESTER COUNTY DIVISION OF SENIOR SERVICES

(Area Agency on Aging)

**INTER-AGENCY/DEPARTMENTAL AGREEMENT
GENERAL PROVISIONS**

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

GLOUCESTER COUNTY DEPARTMENT OF HUMAN SERVICES

DIVISION OF TRANSPORTATION SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

Gloucester County is an Aging and Disability Resource Connection (ADRC), a single point of entry into the long term care system for older adults and people with disabilities. Sometimes referred to as one-stop or no wrong door, service providers within the Area Plan contract are to refer consumers and their families to the ADRC. Information, advice, options counseling and other services will be provided to help consumers of all incomes to make informed decisions about both public and private long term supports and services.

This agreement shall be effective as of the 1st day of **January, 2013** and shall terminate no later than the 31st day of **December, 2013**.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 003

SCOPE OF SERVICES

Countywide non-emergency transportation services will be provided by appointment for seniors age 60 or older to address many of the mobility needs of the elderly population to properly access many of the health care facilities in the Delaware Valley Region.

The service provider maintains handicapped and lift-equipped vehicles in order to accommodate persons with disabilities.

A daily vehicle inspection list is completed by each driver to ensure proper operation of brakes, lights, wipers, tires, etc.

The identification of potential clients is accomplished with the dissemination of information to senior citizen housing complexes, area social service agencies, medical providers and other senior citizen advocacy groups. STS also relies upon word-of-mouth, active participation of staff at various meetings and retail newspaper advertising.

The grantee will reach the low income and minority target populations by networking with other social service providers, through referrals from the Outreach Program and by advertising in locations with easy access for the target populations.

SERVICE COMPONENTS, as defined by the State Taxonomy: Service activities should include:

- Demand/Response transportation characterized by flexible routing and/pr scheduling of vehicles to provide door-to-door service on demand.
- Fixed Route transportation designed to provide a destination oriented service along a predefined route.
- Emergency Response transportation characterized by an unscheduled response to an individual's immediate and unforeseen need for transportation—generally of a medical nature.
- Maintaining records, preparing reports, and other administrative efforts necessary to provide transportation services.

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

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

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 003

SCOPE OF SERVICES

GRANTEE: Division of Transportation Services

PROJECT TITLE: NON-EMERGENCY MEDICAL TRANSPORTATION

POPULATION TO BE SERVED: 145 Frail or disabled, 50 low-income, and 65 minority residents of the county who are 60 years or older with a concerted effort to target the low income minority population in at least the same proportion as found in the population of older individuals of the area served by the provider

45 clients below poverty	(16% of 280)
8 clients low income minority	(3% of 280)

SERVICE AREA: Gloucester County with a concerted effort to serve areas that are easily accessed by the target populations.

OBJECTIVE:

To provide county wide transportation services for seniors age 60 or older to places of medical need by appointment.

SERVICE DEFINITION:

SERVICE TAXONOMY: 106

Conveyance of older persons to and/or from community facilities and resources for the purpose of acquiring or receiving available services, benefits or entitlements.

AMOUNT: \$ 40,940

UNITS OF SERVICE: 2,340 (unit = each one way trip)

CLIENT COUNT: 280

UNIT COST: \$17.50

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 003

	CASH	IN-KIND	TOTAL
Personnel	-0-	1,440	1,440
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	39,500	-0-	39,500
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET			
COST	39,500	1,440	40,940
 <u>LESS:</u>			
		Client Income	\$ 500.
		USDA	-0-
		NET BUDGETED	\$ 40,440
		COST	

III B	\$ 39,000	95%
State Share	-0-	-0-%
State HDM Share	-0-	-0-%
Local Public	\$1440	4%
Client Income	\$500	1%
TOTAL	\$ 40,940	100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO AGREEMENT NUMBER 003

METHOD OF MONITORING AND REPORTS REQUIRED

REPORTS

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

MONITORING:

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

MEETINGS:

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

CLIENT SURVEY:

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

SUBCONTRACT REQUIREMENTS:

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

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

UNITED STATES CONSTITUTION. SPECIFICALLY, THESE CONDITIONS ARE AS FOLLOWS:

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

7. AT THE DISCRETION OF THE AREA AGENCY ON AGING, SUBCONTRACT LANGUAGE FOR AGENCIES FUNDED THROUGH THE APC PROVIDING REGISTERED SERVICES, AND WHO HAVE BEEN IDENTIFIED BY THE AAA TO HAVE SAMS LICENSES FOR CLIENT MANAGEMENT, SHOULD ALSO CONTAIN THIS LANGUAGE AS A REQUIREMENT OF RECEIVING FUNDING.
 - A. PROVIDER AGENCY WILL USE SAMS FOR ALL APC DATA REPORTING, CLIENT TRACKING AND ALL CARE MANAGEMENT FUNDED BY AND THROUGH DACS/AAA
 - B. IF APPLICABLE, IN AN ADRC, THE PROVIDER AGENCY WILL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, RECORDING SERVICE DELIVERY, CLIENT CHARACTERISTICS AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT NUMBERED 003 CONSISTS OF 10 PAGES NUMBERED CONSEQUENTLY.

GRANTEE Gloucester County Dept. of Human Services
Division of Transportation Services
115 Budd Boulevard, West Deptford, N.J. 08096

BY: _____ **Date** _____

TITLE: _____

FUNDING AGENCY

AREA AGENCY ON AGING: DEPARTMENT OF HEALTH, SENIOR & DISABILITY SERVICES, DIVISION OF SENIOR SERVICES.

BY: _____ **Date** _____

TITLE : Executive Director

GRANTOR:

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ **Date** _____

NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST: _____
Robert N. DiLella, CLERK OF THE BOARD

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

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

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

DH

INTER-AGENCY/DEPARTMENTAL AGREEMENT

AGREEMENT NUMBER 035 DATE 1/1/2013

APPROPRIATION CODE _____

PROJECT TRANSPORTATION - BLIND/VISUALLY IMPAIRED

GRANTEE Gloucester County Dept. of Human Services

Division of Transportation Services

115 Budd Boulevard, West Deptford, N.J. 08096

INTER-AGENCY/DEPARTMENTAL AGREEMENT PAGES 1 THROUGH 10

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

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

INTER-AGENCY/DEPARTMENTAL AGREEMENT
GENERAL PROVISIONS

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

GLOUCESTER COUNTY DEPARTMENT OF HUMAN SERVICES

DIVISION OF TRANSPORTATION SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This agreement shall be effective as of the 1st day of **January, 2013** and shall terminate no later than the 31st day of **December, 2013**.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 035

SCOPE OF SERVICES

County wide transportation services will be provided for blind/visually impaired seniors age 60 or older for the purpose of attaining entitlements, medical care, or for socialization. The transportation services of this contract will support a total of 767 one-way trips to meet, in part, the following transportation needs of the Blind and Visually Impaired program:

SHADES: SHADES is a support group for blind or visually impaired adults, mostly seniors, which generally meets at the Center for Independent Living. They meet monthly, and three or four times a year the meeting is held in a restaurant. Approximately 25 members need transportation on a regular basis, but probably only 20 attend any one meeting (Woodbury area, Pitman, Swedesboro, Clarksboro, Mantua, Sewell). SHADES members also attend special events including the Division of Senior Services annual picnic and Christmas party as well as the Department for the Disabled Summer Santa Program.

VISCOP: VISCOP is an educational program for blind/visually impaired adults but again, mostly seniors attend. They teach Braille, do crafts, and receive a hot meal. There is also singing and several special programs. They meet 3 times per week from the second week in September to the second week in June, at the church of the Nazarene in Pitman. Members are generally from the Woodbury, Glassboro and Williamstown areas. There are approximately 22 members, 10 of which attend regularly and the rest 1 or 2 times per week (membership fluctuates). Four times per year they have events requiring transportation on weekends or in the evening.

Transportation of blind/visually impaired seniors for the purpose of attaining entitlements or medical care may take priority over the socialization programs listed above at the request of the Blind and Visually Impaired Program, Office for the Disabled.

The service provider maintains handicapped and lift-equipped vehicles in order to accommodate persons with disabilities.

A daily vehicle inspection list is completed by each driver to ensure proper operation of brakes, lights, wipers, tires, etc.

The grantee will reach the low income and minority target populations by networking with other social service providers, through referrals from the Outreach Program and by advertising in locations with easy access for the target populations.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 035

SCOPE OF SERVICES

GRANTEE: Division of Transportation Services

PROJECT TITLE: Transportation - Blind/Visually Impaired

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

SERVICE AREA: Gloucester County with a concerted effort to serve areas with higher concentrations of low- income minority target population.

OBJECTIVE:
To provide county- wide transportation services for blind/visually impaired seniors age 60 or older for the purpose of attaining entitlements, services, medical care, or for socialization.

SERVICE DEFINITION: **SERVICE TAXONOMY:** 106

Conveyance of older persons to and/or from community facilities and resources for the purpose of acquiring or receiving available services, benefits or entitlements.

AMOUNT: \$ 11,600

UNITS OF SERVICE: 663 (unit = each one way trip)

CLIENT COUNT: 24

UNIT COST: \$ 17.50

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 035

	CASH	IN-KIND	TOTAL
Personnel	-0-	-0-	-0-
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	11,600	-0-	11,600
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET			
COST	11,600	-0-	11,600
	<u>LESS:</u>		
		Client Income	100
		USDA	-0-
		NET BUDGETED	\$ 11,500
		COST	

III B	\$ 11,500	100.00%
State Share	-0-	-0-%
State HDM Share	-0-	-0-%
Local Share	-0-	-0-%
Client Income	100	-0-%
TOTAL	\$ 11,600	100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO AGREEMENT NUMBER 035

METHOD OF MONITORING AND REPORTS REQUIRED

REPORTS

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

MONITORING:

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

MEETINGS:

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

CLIENT SURVEY:

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

SUBCONTRACT REQUIREMENTS:

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

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

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

THE STATE UNIT ON AGING OR THE COMMISSIONER FOR THE DEPARTMENT OF HEALTH AND SENIOR SERVICES UPON REQUEST.

7. AT THE DISCRETION OF THE AREA AGENCY ON AGING, SUBCONTRACT LANGUAGE FOR AGENCIES FUNDED THROUGH THE APC PROVIDING REGISTERED SERVICES, AND WHO HAVE BEEN IDENTIFIED BY THE AAA TO HAVE SAMS LICENSES FOR CLIENT MANAGEMENT, SHOULD ALSO CONTAIN THIS LANGUAGE AS A REQUIREMENT OF RECEIVING FUNDING.
 - A. PROVIDER AGENCY WILL USE SAMS FOR ALL APC DATA REPORTING, CLIENT TRACKING AND ALL CARE MANAGEMENT FUNDED BY AND THROUGH DACS/AAA.
 - B. IF APPLICABLE, IN AN ADRC, THE PROVIDER AGENCY WILL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, RECORDING SERVICE DELIVERY, CLIENT CHARACTERISTICS AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.

GLOUCESTER COUNTY IS AN AGING AND DISABILITY RESOURCE CONNECTION (ADRC), A SINGLE POINT OF ENTRY INTO THE LONG TERM CARE SYSTEM FOR OLDER ADULTS AND PEOPLE WITH DISABILITIES. SOMETIMES REFERRED TO AS ONE-STOP OR NO WRONG DOOR, SERVICE PROVIDERS WITHIN THE AREA PLAN CONTRACT ARE TO REFER CONSUMERS AND THEIR FAMILIES TO THE ADRC. INFORMATION, ADVICE, OPTIONS COUNSELING AND OTHER SERVICES WILL BE PROVIDED TO HELP CONSUMERS OF ALL INCOMES TO MAKE INFORMED DECISIONS ABOUT BOTH PUBLIC AND PRIVATE LONG TERM SUPPORTS AND SERVICES.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT
NUMBERED 035 CONSISTS OF 10 PAGES NUMBERED
CONSEQUENTLY.

GRANTEE Gloucester County Dept. of Human Services

Division of Transportation Services

115 Budd Boulevard, West Deptford, N.J. 08096

BY: _____ **Date** _____

TITLE: _____

FUNDING AGENCY

**AREA AGENCY ON AGING: DEPARTMENT OF HEALTH, SENIOR &
DISABILITY SERVICES, DIVISION OF SENIOR SERVICES.**

BY: _____ **Date** _____

TITLE: Executive Director

GRANTOR:

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ **Date** _____

NAME: Robert M. Damming

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

Robert N. DiLella, CLERK OF THE BOARD

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

COUNTY OF GLOUCESTER

D4

BOARD OF CHOSEN FREEHOLDERS

GLOUCESTER COUNTY DIVISION OF SENIOR SERVICES

(Area Agency on Aging)

INTER-AGENCY/DEPARTMENTAL AGREEMENT

AGREEMENT NUMBER 060 DATE 1/1/2013

APPROPRIATION CODE _____

PROJECT ESCORTED TRANSPORTATION

GRANTEE Gloucester County Dept. of Human Services

Division of Transportation Services

115 Budd Boulevard, West Deptford, N.J. 08096

INTER-AGENCY/DEPARTMENTAL AGREEMENT PAGES 1 THROUGH 10

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

GLOUCESTER COUNTY DIVISION OF SENIOR SERVICES

(Area Agency on Aging)

**INTER-AGENCY/DEPARTMENTAL AGREEMENT
GENERAL PROVISIONS**

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

GLOUCESTER COUNTY DEPARTMENT OF HUMAN SERVICES

DIVISION OF TRANSPORTATION SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

This agreement shall be effective as of the 1st day of **January, 2013** and shall terminate no later than the 31st day of **December, 2013**.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 060

SCOPE OF SERVICES

County wide escorted transportation services will be provided for seniors age 60 or older to enable them to utilize community facilities and services, such as banks, stores, medical resources, and other necessary destinations which they are unable to access due to transportation and/or health barriers.

Escorted transportation will be made available to meet two therapy-related transportation needs of frail/disabled-targeted population. Specifically, 82 elderly individuals requiring transportation service to dialysis treatments and physical therapy following hip or knee replacement surgery will be targeted to receive 1860 units of service.

The grantee will reach the low income and minority target populations by networking with other social service providers, through referrals from the Outreach Program and by advertising in locations convenient and easily accessed by the target populations. Many frail or disabled clients will be referred by or through doctors, hospitals or other medical sources.

The service provider maintains handicapped and lift-equipped vehicles in order to accommodate persons with disabilities. A daily vehicle inspection list is completed by each driver to ensure proper operation of brakes, lights, wipers, tires, etc.

The service provider will dedicate \$500.00 within this contract to support the RAPID RIDE program. RAPID RIDE is a service to address the immediate or short notice transportation needs of transit-dependent senior citizens. Service will be provided to eligible residents for non-emergency medical needs. No more than four (4) rides will be provided to any one individual with RAPID RIDE funds during a calendar year. Service will only be to areas currently served by Special Transportation Services. All residents will be encouraged to use STS and other viable transportation resources prior to recommending the use of RAPID RIDE funds.

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

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

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 060

	CASH	IN-KIND	TOTAL
Personnel	-0-	2,690.	2,690.
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	25,765.00	-0-	25,765.00
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET COST	\$25,765.00	2,690.	\$28,455.00
LESS:			
		Client Income	\$100
		USDA	-0-
		NET BUDGETED COST	\$ 28,355.

Title IIIB	-0-	-0-%
SHTP	25,665.	90%
State HDM Share	-0-	-0-%
Local Share	-0-	-0-
Local Public	2,690.	10%
Client Income	\$100.	-0-%
TOTAL	\$ 28,455.	100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO AGREEMENT NUMBER 060

METHOD OF MONITORING AND REPORTS REQUIRED

REPORTS

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

MONITORING:

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

MEETINGS:

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

CLIENT SURVEY:

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

SUBCONTRACT REQUIREMENTS:

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

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

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

THE STATE UNIT ON AGING OR THE COMMISSIONER FOR THE DEPARTMENT OF HEALTH AND SENIOR SERVICES UPON REQUEST.

7. AT THE DISCRETION OF THE AREA AGENCY ON AGING, SUBCONTRACT LANGUAGE FOR AGENCIES FUNDED THROUGH THE APC PROVIDING REGISTERED SERVICES, AND WHO HAVE BEEN IDENTIFIED BY THE AAA TO HAVE SAMS LICENSES FOR CLIENT MANAGEMENT, SHOULD ALSO CONTAIN THIS LANGUAGE AS A REQUIREMENT OF RECEIVING FUNDING.
 - A. PROVIDER AGENCY WILL USE SAMS FOR ALL APC DATA REPORTING, CLIENT TRACKING AND ALL CARE MANAGEMENT FUNDED BY AND THROUGH DACS/AAA
 - B. IF APPLICABLE, IN AN ADRC, THE PROVIDER AGENCY WILL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, RECORDING SERVICE DELIVERY, CLIENT CHARACTERISTICS AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.

GLOUCESTER COUNTY IS AN AGING AND DISABILITY RESOURCE CONNECTION (ADRC), A SINGLE POINT OF ENTRY INTO THE LONG TERM CARE SYSTEM FOR OLDER ADULTS AND PEOPLE WITH DISABILITIES. SOMETIMES REFERRED TO AS ONE-STOP OR NO WRONG DOOR, SERVICE PROVIDERS WITHIN THE AREA PLAN CONTRACT ARE TO REFER CONSUMERS AND THEIR FAMILIES TO THE ADRC. INFORMATION, ADVICE, OPTIONS COUNSELING AND OTHER SERVICES WILL BE PROVIDED TO HELP CONSUMERS OF ALL INCOMES TO MAKE INFORMED DECISIONS ABOUT BOTH PUBLIC AND PRIVATE LONG TERM SUPPORTS AND SERVICES.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT
NUMBERED 060 CONSISTS OF 10 PAGES NUMBERED
CONSEQUENTLY.

GRANTEE Gloucester County Dept. of Human Services

Division of Transportation Services

115 Budd Boulevard, West Deptford, N.J. 08096

BY: _____ **Date** _____

TITLE: _____

FUNDING AGENCY

**AREA AGENCY ON AGING; DEPARTMENT OF HEALTH, SENIOR &
DISABILITY SERVICES, DIVISION OF SENIOR SERVICES.**

BY: _____ **Date** _____

TITLE: Executive Director

GRANTOR:

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ **Date** _____

NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

Robert N. DiLella, CLERK OF THE BOARD

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

D4

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

GLOUCESTER COUNTY DIVISION OF SENIOR SERVICES

(Area Agency on Aging)

INTER-AGENCY/DEPARTMENTAL AGREEMENT

AGREEMENT NUMBER 008 DATE 1/1/2013

APPROPRIATION CODE _____

PROJECT: PHYSICAL ACTIVITY/ TAI CHI & ARTHRITIS
FOUNDATION EXERCISE PROGRAM

GRANTEE Gloucester County Health Dept.

204 East Holly Ave

Sewell, NJ 08080

INTER-AGENCY/DEPARTMENTAL AGREEMENT PAGES 1 THROUGH 15

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

GLOUCESTER COUNTY DIVISION OF SENIOR SERVICES

(Area Agency on Aging)

**INTER-AGENCY/DEPARTMENTAL AGREEMENT
GENERAL PROVISIONS**

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

GLOUCESTER COUNTY HEALTH DEPARTMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This agreement shall be effective as of the 1st day of January, 2013 and shall terminate no later than the 31st day of December, 2013.

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 008
SCOPE OF SERVICES

The Service Provider will provide a Physical Health Awareness Program and Tai Chi Exercise Program for senior citizens with funds from this grant. The Department of Health and Institutions has successfully completed a previous Physical Health-Tai Chi Exercise Program through the Division of Senior Services for senior residents and Housing Authority residents.

The overall goal of the **Physical Health – Tai Chi Exercise Program** is to implement an awareness and education program to assist senior residents at managing Arthritis and to provide a low-impact exercise (Tai Chi) program at each one of the six Senior Nutrition Site locations, and other sites throughout Gloucester County. The programs will target seniors with Arthritis and related diseases and provide education in managing the symptoms associated with these diseases.

PHYSICAL HEALTH ARTHRITIS FOUNDATION EXERCISE & TAI CHI
PROGRAMS 2013

Scope of Services

1) Definition of Service

Gloucester County Department of Health and Senior Services is a service agency under the auspices of the County Board of Chosen Freeholders. By contract with municipal boards of health, the department provides a broad range of personal, consumer and environmental health services to all residents of Gloucester County. Many of these services focus upon protecting persons from health threats and assisting residents to adopt safe and healthful lifestyles.

The Health Department has been in operation since 1968 and is located in Washington Township. There are about 70 employees working either in personal or environmental health services.

The project will provide a low impact exercise program for people with arthritis and related reduced mobility, utilizing Sun style Tai Chi to promote the overall wellness of the client. This style includes agile steps and exercises that may improve mobility, breathing and relaxation. The movements do not require deep bending or squatting, which makes it easier and more comfortable to learn. The program itself consists of 12 movements-6 basic and 6 advanced- a warm up and a cool down. Once becoming familiar with the 12 movements, the program is designed to provide continual challenge by reversing the direction of the movements. This program provides senior with gained balance, strength, and flexibility.

The geographic area to be covered is the locations of the Gloucester County Housing Authority. They are located in both the southern and the northern parts of the county, ranging from Williamstown to Thorofare, including all twenty- four Gloucester County municipalities.

We will be working closely with the Gloucester County Housing Authority. They will be providing and coordinating the appropriate meeting rooms for these sessions, along with advertising the program to their residents. In addition, we will offer the program to Senior Community Centers through out the county.

2) Proposed Magnitude and Anticipated Scheduling of Service Delivery

The anticipated number of clients to be served will be a minimum of 12 clients from each of the five site locations or a total of 60 clients.

The Gloucester County Housing Authority services about 525 people. All residents qualify as low income (below C.S.A. poverty) according to HUDD Guidelines, many are very low or extremely low income. About 25% are considered disabled. Many of these residents are considered to be frail, disabled and vulnerable.

If we were not able to receive the funding for this project we would have to eliminate some key parts of the proposal, for example, providing informational material and incentive gifts. In addition, the cost to certify our employee would be unattainable.

3) Anticipated Method and Location of Service Delivery

All services will be delivered in Gloucester County, only by Gloucester County service providers.

4) Minimum Personnel Qualifications and Staffing Patterns

The Department of Health and Senior Services will designate a Project Coordinator. The coordinator will have both the educational background and experience to lead this project. The project coordinator will be a certified Tai Chi Instructor through the Arthritis Foundation.

The Department of Health and Senior Services has successfully completed a previous Physical Health – such as Fibromyalgia Self-Help and the Arthritis Self-Help Programs, Walking Exercise Programs and the Arthritis “Move Today” Program. All of these programs have been funded through the Division of Senior Services for Gloucester County residents.

The project will also provide a program for people with an exercise program – Tai Chi to promote the overall wellness of the client. This program is designed to improve Sun style Tai Chi. This style includes agile steps and exercises that may improve mobility, breathing and relaxation. The movements do not require deep bending or squatting, which makes it easier and more comfortable to learn. The program itself consists of 12 movements-6 basic and 6 advanced- a warm up and a cool down. Once becoming familiar with the 12 movements, the program is designed to provide continual challenge by

reversing the direction of the movements. This program provides senior with gained balance, strength, and flexibility.

Objectives of the Physical Health Arthritis Foundation Exercise – Tai Chi

Programs:

- Participants will receive basic information heart disease, stroke, blood pressure, cancer and arthritis.
- Participants will learn proper Tai Chi techniques in a safe manner according to the Arthritis Foundation Tai Chi curriculum.
- Participants will learn about the rationale for exercise according to the Arthritis Foundation Tai Chi curriculum.
- To provide participants with an opportunity for observation of/and practice of Tai Chi Program approved exercises.
- To provide participants with a discussion on fatigue/energy conservation.
- To provide participants with an understanding of the importance of posture/body mechanics and mobility, breathing and relaxation.
- To provide participants with an opportunity to learn stress management skills through relaxation exercises lead by the Arthritis Foundation Tai Chi program.

Title III D Disease Prevention **Evidence Based Justification**

“The program is identified by a leading national authority on healthy aging as an evidence-based health promotion”.

Program Synopsis

The Tai Chi, Move Today (Arthritis) and Step by Step Walking programs are all evidence based group exercise programs developed specifically for older adults or those those have arthritis. The goal of all three programs is to improve overall functional fitness and wellbeing of older adults.

Evidence

Poor health is not a foregone consequence of aging. An active lifestyle is a key component to successful aging, one-third of older adults are inactive (2). Based on information provided by the National Council on Ageing, “Physical activity can help even frail older adults prolong their independence and improve their quality of life”. Clinical research has proven unequivocally that those individuals that are physically active can reduce there risk of heart disease, high blood pressure, high cholesterol, chronic lung disease, diabetes, osteoporosis, obesity and overweight and arthritis (1).

Regular physical activity can also benefit individuals with depression and anxiety. It may also reduce the risk of cognitive decline in older adults (1).

Information regarding Arthritis and physical activity

The prevalence of adults with arthritis-attributable activity limitation ranges from 6.3% to 16.7% (state median: 9.9%). These high rates of arthritis-attributable activity limitation

are projected to increase with the aging of the population. Arthritis-attributable activity limitation can be prevented or reduced in many persons. In fact, both aerobic and strengthening exercises can improve physical function and increase ability and confidence at performing daily activities. Studies have shown that people with arthritis can safely participate in exercise programs to improve their cardiovascular fitness, muscular strength, psychological outlook and physical function (3).

References

1. United States Department of Health and Human Services. *Physical Activity and Health: A report of the Surgeon General*. United States Department of Health and Human Services, Center for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, 1996.
2. United States Department of Health and Human Services. *Leisure-time Physical Activity among older adults: United States, 1997-98*. United States Department of Health and Human Services, Center for Disease Control and Prevention, National Center for Health Statistics , 2002.
3. Evaluation of Arthritis Foundation Exercise Program (n.d.) In *Arthritis Foundation online Research Update*. Retrieved from <http://www.arthritis.org/evaluation-af-exercise.php>

**COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 008
SCOPE OF SERVICES**

GRANTEE: Gloucester County Health Dept.

PROJECT TITLE: Physical Health- TAI CHI & Arthritis Foundation Exercise Programs

POPULATION TO BE SERVED: TAI CHI Exercise & Arthritis Foundation Exercise Programs

for residents of the county who are 60 years of age or older, with a concerted effort to target the low income minority population in at least the same proportion as found in the population of older individuals of the area served by the provider.

ARTHRITIS Exercise Program	106 total clients
	18 clients minority- low income (20% of 90)
	23 clients disabled (25% of 90)
	63 clients frail and vulnerable (70% of 90)
TAI CHI Exercise Program	60 clients low income (100% of 60)
	12 clients low income minority (20% of 60)

SERVICE AREA: Gloucester County with a concerted effort to serve areas that are easily accessed by the targeted population. All services will be delivered in Gloucester County, at the Gloucester County Nutrition Sites, and only by Gloucester County service providers.

Targeting Requirements

The anticipated target group is low-income, older adults with signs, symptoms or diagnosis of arthritis. Many of the citizens are frail, disabled and minority low-income. The program also targets those with limited mobility as exercises may be performed from a seated or standing position.

Minimum Personnel Qualifications and Staffing Patterns

The Department of Health and Senior Services will designate a Project Coordinator. The coordinator will have both the educational background and experience to lead this project. The project coordinator will have been thoroughly trained in the Arthritis Foundation. The Department of Health and Senior Services has successfully completed previous programs such as *Healthy Bones Osteoporosis Course, Fibromyalgia Self-Help and the Arthritis Self-Help Programs, and Walking Exercise Programs* funded through the Division of Senior Services, for Gloucester County residents.

The overall goal of the **Arthritis Foundation Exercise Program** is to improve the quality of life for those affected by arthritis. This will be achieved through the implementation of two self-help exercise programs to a minimum of 40 (total) senior residents at two of the six senior Nutrition Sites (Paulsboro and Glassboro).

The programs offered to the residents will consist of six (6), one (1) hour sessions, giving each participant very specialized attention. Participant will learn stretches and exercises according to their ability level following the guidance of the PACE Leader.

Each participant will receive an exercise kit. The \$25.00 (\$25 x 60 = \$1500) cost for each kit will be provided by the project. Each kit will contain therapy band, exercise scarf, soft one- pound weight set and water bottle depending on ability level.

Goal

The goals of the Arthritis Foundation Exercise Program are to provide Gloucester County Senior Residents with an arthritis program that will decrease pain levels and increase mobility and function caused by arthritis; and to collaborate with Virtua Health and the Arthritis Foundation New Jersey Chapter in support of their mission in prevention of arthritis and to improve the quality of life for those affected by arthritis.

Objectives

- Participants will receive basic information arthritis.
- Participants will learn proper exercise techniques in a safe manner according to the Arthritis Foundation’s curriculum.
- Participants will learn about the rationale for exercise according to the Arthritis Foundation’s curriculum.
- To provide participants with an opportunity for observation of/and practice of approved exercises.
- To provide participants with a discussion on fatigue/energy conservation.
- To provide participants with an understanding of the importance of posture/body mechanics.
- To provide participants with an opportunity to learn stress management skills through relaxation exercises lead by the program instructor.

Evaluation

The Arthritis Foundation Exercise program participants will complete a pre and post questionnaire to evaluate their arthritis pain perceptions and their knowledge. Success of this program shall be demonstrated by a decrease in pain perception and an increase in knowledge, and quality of life.

SERVICE DEFINITION:

SERVICE TAXONOMY: 330

(330) Physical Health Arthritis Foundation Exercise Program: to promote health and physical activity in older adults, afflicted with arthritis, through exercise.

(330) Physical Activity: (Tai Chi) Planned and structured activities aimed at improving or maintaining a person’s physical health.

330 (Tai Chi) 330 Arthritis Foundation Exercise Program

<u>AMOUNT:</u>	\$ 4,170.00(B)	\$4,560.00 (D)
<u>UNITS OF SERVICE:</u>	60	90
<u>CLIENT COUNT:</u>	60	90
<u>UNIT COST:</u>	\$69.50	\$51.00

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

**ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 008
Title III B Funding Budget (Tai-Chi)**

	CASH	IN-KIND	TOTAL
	-0-	2,060	2,060
Personnel	- 0 -	-0-	-0-
Consultants	-0-	-0-	-0-
Travel	100	-0-	100
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	2010	-0-	2010
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET			
COST	\$2,110	\$2,060	\$4,170
<u>LESS:</u>		Client Income	50
		USDA	-0-
		NET BUDGETED	
		COST	\$4,120

III B	\$ 2,060	49 %
III D	-0-	-0-
State HDM Share	-0-	-0-%
Local Public	\$2,060	50 %
Client Income	\$50	1 %
TOTAL	\$ 4,170	100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

**ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 008
Title III D Funding Budget Arthritis Foundation Exercise Program**

	CASH	IN-KIND	TOTAL
Personnel	-0-	2,446	2,446
Consultants	-0-	-0-	-0-
Travel	80	-0-	80
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	2034	-0-	2034
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET COST	\$2,114	\$2,446	\$4,560
		LESS:	
		Client Income	50
		USDA	-0-
		NET BUDGETED COST	\$4,510

III B	-0-	-0-
III D	\$2,064	45%
State HDM Share	-0-	-0-%
Local Public	\$2,446	54%
Client Income	\$50	1%
TOTAL	\$ 4,560	100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO AGREEMENT NUMBER 008

METHOD OF MONITORING AND REPORTS REQUIRED

REPORTS

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

MONITORING:

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

MEETINGS:

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

CLIENT SURVEY:

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

SUBCONTRACT REQUIREMENTS:

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 - C) FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED, NOW OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.
3. OAA § 306(A)(4)(A)(II)(I); 42 U.S.C.A. § 3026(A)(4)(A)(II)(I): PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.
 4. OAA § 306(A)(4)(A)(II)(II); 42 U.S.C.A. § 3026(A)(4)(A)(II)(II): PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.
 5. OAA § 306(A)(4)(A)(II)(III); 42 U.S.C.A. § 3026 (A)(4)(A)(II)(III): PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.
 6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS SUCH AGENCY RECEIVES OR EXPENDS TO PROVIDE SERVICES TO OLDER INDIVIDUALS WILL BE DISCLOSED TO THE STATE UNIT ON AGING OR THE COMMISSIONER FOR THE DEPARTMENT OF HEALTH AND SENIOR SERVICES UPON REQUEST.

7. AT THE DISCRETION OF THE AREA AGENCY ON AGING, SUBCONTRACT LANGUAGE FOR AGENCIES FUNDED THROUGH THE APC PROVIDING REGISTERED SERVICES, AND WHO HAVE BEEN IDENTIFIED BY THE AAA TO HAVE SAMS LICENSES FOR CLIENT MANAGEMENT, SHOULD ALSO CONTAIN THIS LANGUAGE AS A REQUIREMENT OF RECEIVING FUNDING.
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THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT
NUMBERED 008 CONSISTS OF 15 PAGES NUMBERED
CONSEQUENTLY.

GRANTEE Gloucester County Health Dept.

204 East Holly Ave.

Sewell, NJ 08080

BY: _____ **Date** _____

TITLE _____

FUNDING AGENCY

**AREA AGENCY ON AGING: DEPARTMENT OF HEALTH, SENIOR &
DISABILITY SERVICES, DIVISION OF SENIOR SERVICES.**

BY: _____ **Date** _____

TITLE: Executive Director

GRANTOR:

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ **Date** _____

NAME: Robert M. Damming

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

Robert N. DiLella, CLERK OF THE BOARD

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

D4

COUNTY OF GLOUCESTER

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

INTER-AGENCY/DEPARTMENTAL AGREEMENT

GRANT AGREEMENT NUMBER 009 DATE 1/1/2013

APPROPRIATION CODE _____

PROJECT SENIOR HEALTH CONNECTION

GRANTEE Department of Health and Senior Services

204 East Holly Ave.

Sewell, NJ 08080

GRANT AGREEMENT PAGES 1 THROUGH 12

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

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

INTER-AGENCY/DEPARTMENTAL AGREEMENT
GENERAL PROVISIONS

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

GLOUCESTER COUNTY HEALTH DEPARTMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This agreement shall be effective as of the 1st day of **January, 2013** and shall terminate no later than the 31st day of **December, 2013**.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 009

SCOPE OF SERVICES

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

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

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

The Senior Health Connection Program will provide health screenings and education using culturally sensitive materials to 217 participants at several non-traditional sites in Gloucester County.

Title III D Disease Prevention/Health Promotion

Evidence Based Justification

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

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

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

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

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

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

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 009

SCOPE OF SERVICES

GRANTEE: Gloucester County Department of Health and Senior Services

PROJECT TITLE: Senior Health Connection

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

108 minority clients	(40% of 217 clients)
108 clients low income minority	(40% of 217 clients)

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

OBJECTIVE:

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

SERVICE DEFINITION:

SERVICE TAXONOMY: 326

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

AMOUNT: \$ 18,060.

UNITS OF SERVICE: 217 (unit = each contact)

CLIENT COUNT: 217

UNIT COST: 83.23

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 009

	CASH	IN-KIND	TOTAL
Personnel	14,560.00	800.00	15360.00
Consultants	-0-	-0-	-0-
Travel	100.00	-0-	100.00
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	100.00	-0-	100.00
Equipment	-0-	-0-	-0-
Other	2,500	-0-	2,500
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET COST	17,260.00	800.00	18,060.00
LESS:			
		Client Income	200
		USDA	-0-
		NET BUDGETED COST	17,860.00

III D	16,779.	93%
State MATCH	281.	1%
State HDM Share	-0-	-0-%
Local Share	-0-	-0-%
Local Public	800	5%
Client Income	200	1%
TOTAL	\$ 18,060.	100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 009

METHOD OF MONITORING AND REPORTS REQUIRED

REPORTS

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

MONITORING:

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

MEETINGS:

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

CLIENT SURVEY:

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

SUBCONTRACT REQUIREMENTS:

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

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY, UTILIZING AREA PLAN FUNDING SHALL COMPLY

WITH ALL FEDERAL, STATE, AND LOCAL LAWS RELATED TO THE OLDER AMERICANS ACT.

2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER, WHICH WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THESE CONDITIONS ARE AS FOLLOWS:
 - A) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;
 - B) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND
 - C) FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED, NOW OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.
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GRANTEE Gloucester County Health Dept.

204 East Holly Ave.

Sewell, NJ 08080

BY: _____ **Date** _____

TITLE: _____

FUNDING AGENCY

AREA AGENCY ON AGING: DEPARTMENT OF HEALTH, SENIOR & DISABILITY SERVICES, DIVISION OF SENIOR SERVICES.

BY: _____ **Date** _____

TITLE: Executive Director

GRANTOR:

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ **Date** _____

NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

Robert N. DiLella, CLERK OF THE BOARD

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