

AGENDA

7:30 p.m. Wednesday, December 4, 2013

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

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

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
DEPUTY DIRECTOR CHILA**

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

**DEPUTY DIRECTOR CHILA
FREEHOLDER TALIAFERRO**

**DEPARTMENT OF ECONOMIC
DEVELOPMENT & PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER BARNES**

C-1 RESOLUTION TO AMEND THE CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT DECREASING THE TOTAL CONTRACT AMOUNT BY \$8,048.00. The New Jersey Department of Labor and Workforce Development revised our funding for Program Year 2012 (7/1/12 thru 6/30/13). The funding stream, WorkFirst NJ funds, in the amount of \$8,048 is being rescinded.

TANF Work Activities	\$259.00
CAVP Program	\$6,585.00
GA Work Activities	\$614.00
GA/SNAP Activities	\$590.00
TOTAL	\$8,048.00

These monies needed to be obligated by June 30, 2013. We had no customers who met the appropriate criteria to access these funds. The dollars above each have specific parameters that need to be met prior to their use. The original NJLWD Workforce Development Area Contract for Program Year 2012 is being modified to reflect this decrease in funds. The grant period shall be reflected as July 1, 2012 through June 30, 2013. The total funding for our County in PY 2012 is \$3,635,936.00.

C-2 RESOLUTION TO AMEND THE CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT INCREASING THE TOTAL CONTRACT AMOUNT BY \$4,013.00. The New Jersey Department of Labor and Workforce Development has forwarded the County of Gloucester additional funding (\$4,013.00) to serve our population receiving Temporary Assistance for Needy Families (TANF) for Program Year 2013 (July 1, 2013 to June 30, 2014). The funds allocated are to cover counseling and administrative costs charged against the SmartSTEPS program. This is a program designed to assist eligible and appropriate TANF recipients to attend college and provides alternative financial assistance to individuals who are otherwise eligible for WFNJ assistance. The county is not involved with the alternative financial assistance.

<i>Supplemental Workforce Development Benefits</i>	
SmartSTEPS	\$ 4,013.00

CONTRACT TOTAL: \$3,870,684.00

The total funding for our County in PY 2013 is \$3,870.684.00. These monies will allow the County to serve eligible County residents in the arena of employment and training. As additional monies are received, this contract will be modified. This contract formally accepts these additional monies into the County.

C-3 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH GLOUCESTER COUNTY COLLEGE IN AN AMOUNT NOT TO EXCEED \$195,800.00 FROM DECEMBER 1, 2013 TO NOVEMBER 30, 2014. This Resolution will allow the Workforce Investment Board to establish a Shared Services Agreement with Gloucester County College (GCC). GCC will assist in the coordination of literacy services for individuals on public assistance as well as provide short term job training conducted at the GCC. GCC will provide literacy services, short term job training, life skills and other services in order to allow the Work First New Jersey (WFNJ) participants to become independent. The population served will be recipients of Temporary Assistance for Needy Families (TANF) and General Assistance (GA) and Supplemental Nutrition Assistance Program (SNAP) from December 1, 2013 to November 30, 2014 in an amount not to exceed \$195,800.00.

DEPARTMENT OF HEALTH & EDUCATION

**FREEHOLDER BARNES
FREEHOLDER SIMMONS**

D-1 RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO APPLY FOR THE COUNTY ENVIRONMENTAL HEALTH ACT GRANT FROM JULY 1, 2013 TO JUNE 30, 2014 FOR AN AMOUNT OF \$159,000.00. This Resolution authorizes the execution of any documents necessary to apply for the County Environmental Health Act Grant. This grant supports services provided on behalf of DEP, including hazardous material, emergency response, water and noise pollution prevention from July 1, 2013 to June 30, 2014, in the amount of \$159,000.00.

D-2 RESOLUTION AUTHORIZING APPLICATION FOR THE RENEWAL OF THE PERSONAL ASSISTANCE SERVICES PROGRAM GRANT WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES, DIVISION OF DISABILITY SERVICES FROM JANUARY 1, 2014 TO DECEMBER 31, 2014 IN THE AMOUNT OF \$435,000.00. The 2014 Personal Assistance Services Program (PASP) Grant Application is a renewal grant with the NJ Department of Human Services, Division of Disability Services that will continue to provide personal assistance to county residents aged 18 through 70 who have chronic physical disabilities and self-directing and are employed, in school or volunteering in the community. The PASP grant term is for a total amount of \$435,000.00 for the term from January 1, 2014 to December 31, 2014. PASP is a Cash Model Program with a County Coordinator, a fiscal intermediary, Community Access Unlimited (CAU). The consumers hire their own assistants and are reimbursed through CAU. The total grant in 2014 is \$435,000.00 and is allocated as follows:

- \$43,500.00 or 10% Administrative Fee Paid to the County
- \$39,150.00 or 10% Administrative Fee Paid to CAU (the fiscal intermediary)
- \$352,350.00 or 80 % Direct Service for Consumers Banked at CAU.

D-3 RESOLUTION AUTHORIZING APPLICATION FOR THE GLOUCESTER COUNTY COMPREHENSIVE ALCOHOL AND DRUG ABUSE SERVICES GRANT TO THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES/DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES, FOR AN AMOUNT NOT TO EXCEED \$635,356.00, FROM JANUARY 1, 2014 TO DECEMBER 31, 2014. This Resolution will authorize the 2014 Comprehensive Alcohol and Drug Abuse Services Grant Application to the New Jersey Dept. of Human Services/ Division of Mental Health and Addiction Services. This is a renewal application for grant funding in an amount not to exceed \$635,356.00, with this total representing \$556,408.00 from the State of New Jersey and County Matching funds in the amount of \$78,948.00. Funding is provided for prevention and education, intervention, residential detoxification, residential treatment, outpatient treatment, halfway house continuing care, and recovery support services including Oxford House or sober living assistance for Gloucester County residents through subcontracts with provider agencies. These funds also provide for the County's administration of its provisions.

DEPARTMENT OF SOCIAL & HUMAN SERVICES

**FREEHOLDER NESTORE
DEPUTY DIRECTOR CHILA**

E-1 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT WITH GATEWAY COMMUNITY ACTION PARTNERSHIP TO INCREASE THE CONTRACT AMOUNT BY \$4,000.00. The Contract is amended for additional contract specified Emergency Shelter, Food, Prevention, and Case Management Services for unanticipated Social Services for the Homeless State Funds to benefit Gloucester County Residents. This amendment will increase the maximum contract amount by \$4,000.00, resulting in a maximum contract amount of \$24,000.00, from September 1, 2013 to December 31, 2013.

E-2 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT WITH VOLUNTEERS OF AMERICA, DELAWARE VALLEY, INC. TO INCREASE THE CONTRACT AMOUNT BY \$6,166.00. The Contract is amended for additional contract specified Emergency Shelter, Food, Prevention, and Case Management Services for unanticipated Social Services for the Homeless Services to benefit Gloucester County Residents. This amendment will increase the maximum contract amount by \$6,166.00, resulting in a maximum contract amount of \$43,166.00, from September 1, 2013 to December 31, 2013.

E-3 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT BETWEEN THE COUNTY AND THE CENTER FOR FAMILY SERVICES, INC. TO INCREASE THE CONTRACT AMOUNT BY \$8,330.00. The Contract is amended for additional contract specified Emergency Shelter, Food, Prevention, and Case Management Services for unanticipated Social Services for the Homeless State Funds to benefit Gloucester County Residents. This amendment will increase the maximum contract amount by \$8,330.00, resulting in a maximum contract amount of \$164,429.00, from September 1, 2013 to December 31, 2013.

DEPARTMENT OF GOVERNMENT SERVICES

**FREEHOLDER WALLACE
FREEHOLDER SIMMONS**

DEPARTMENT OF PARKS & LAND PRESERVATION

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

G-1 RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF HOLLY ACRES, LLC, LOCATED IN THE TOWNSHIP OF ELK, KNOWN AS BLOCK 45, LOT 22, CONSISTING OF APPROXIMATELY 26.929 ACRES, FOR THE AMOUNT OF \$148,109.50. This resolution authorizes, the purchase of the development rights on properties in the Township of Elk owned by Holly Acres, LLC, as per the application made to the Gloucester County Farmland Preservation Program by the same. This resolution deals with the items necessary in order to commence settlement to acquire the development easements on the property (signing of the agreement of sale, deed of easement, etc.), which is expected to occur in the next two months. The acquisition of the said development rights is based on a certified value of \$5,500.00 per acre, and the property is eligible for an estimated 60% reimbursement from the State Agriculture Development Committee for the settlement costs in the County's next Farmland Preservation funding round. The cost of the associated appraisal services regarding the said acquisition was \$2,750.00 for T.W. Sheehan and \$2,900.00 for Steven Bartelt. This property will help to make a contiguous preserved farmland greenway of approximately 300-acres, and is in close proximity to more than 1,000 acres of additional previously preserved farmland. Settlement on this property is expected to occur before the end of 2013.

G-2 RESOLUTION TERMINATING DRAINAGE EASEMENTS PREVIOUSLY CONVEYED TO THE COUNTY BY PIERSOL HOMES AT COUNTRY BRIDGE ESTATES, LLC, IN THE TOWNSHIP OF SOUTH HARRISON KNOWN AS BLOCK 5, LOT 7.09, AND BLOCK 5, LOT 7.28. This resolution authorizes and approves a Termination of Drainage Easements Agreement between the County and Piersol Homes at Country Bridge Estates, LLC (hereinafter "Piersol") regarding drainage easements in, over and across properties of Piersol in the Township of South Harrison known as Block 5, Lot 7.09 and Block 5, Lot 7.28 (hereinafter collectively the "Easement Properties"). The Easement Properties are scheduled to be preserved as farmland through the County's Farmland Preservation Program. The Properties had previously received subdivision approval from the South Harrison Township and Gloucester County Planning Boards; however the said properties were never developed, and the landowner instead has now chosen to enter the Easement Properties into the County's Farmland Preservation Program. As the properties are now scheduled to be preserved as farmland, the drainage easements required for the subdivision are no longer necessary. This resolution approves the termination of certain drainage easements, which were conveyed to the County as a condition of the prior County Planning Board approval. As a condition of this Agreement, the termination of the easements will occur immediately prior to the County's purchase of the development easements in the Easement Properties so as to ensure that the farmland preservation process reaches a successful conclusion and the easements are not vacated prematurely.

G-3 RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF PIERSOL HOMES AT COUNTRY BRIDGE ESTATES, LLC, LOCATED IN THE TOWNSHIP OF SOUTH HARRISON, KNOWN AS BLOCK 5, LOTS 7.09, 7.10, 7.11, 7.12, 7.13, 7.14, 7.15, 7.16, 7.17, 7.18, 7.19, 7.20, 7.21, 7.22, 7.23, 7.24, 7.25, 7.26, 7.27, 7.28 AND BLOCK 5.01, LOTS 1, 2, 3, 4, 5, 6, CONSISTING OF APPROXIMATELY 49.824 ACRES, FOR THE AMOUNT OF \$1,434,931.20. This resolution approves of, and authorizes, the purchase of the development rights on properties in the Township of South Harrison owned by Piersol Homes at Country Bridge Estates, LLC, as per the application made to the Gloucester County Farmland Preservation Program by the same. This resolution deals with the items necessary in order to commence settlement to acquire the development easements on the property (signing of the agreement of sale, deed of easement, etc.), which is expected to occur in the next two months. The acquisition of the said development rights is based on a certified value of \$28,800.00 per acre, and the property is eligible for an estimated 60% reimbursement from the State Agriculture Development Committee for the settlement costs in the County's next Farmland Preservation funding round. The cost of the associated appraisal services regarding the said acquisition was \$3,000.00 for Robert Frankenfield and \$2,900.00 for Steven Bartelt. This property will help to make a contiguous preserved farmland greenway of approximately 500-acres, and is in close proximity to more than 2,000 acres of additional previously preserved farmland. It should be noted that the property also had received final approvals for the construction of 25-homes, but through this action will now be permanently preserved as farmland. Settlement on this property is expected to occur before the end of 2013.

G-4 RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF MOLLIE RAGUSA AND JOSEPH RAGUSA, LOCATED IN THE TOWNSHIP OF LOGAN, KNOWN AS BLOCK 801, LOT 36, CONSISTING OF APPROXIMATELY 46.431 ACRES, FOR THE AMOUNT OF \$487,525.50. This resolution approves of, and authorizes, the purchase of the development rights on properties in the Township of Logan owned by Mollie Ragusa and Joseph Ragusa, as per the application made to the Gloucester County Farmland Preservation Program by the same. This resolution deals with the items necessary in order to commence settlement to acquire the development easements on the property (signing of the agreement of sale, deed of easement, etc.), which is expected to occur before the end of 2013. The acquisition of the said development rights is based on a certified value of \$10,500.00 per acre, and the property is eligible for an estimated 60% reimbursement from the State Agriculture Development Committee for the settlement costs in the County's next Farmland Preservation funding round. The cost of the associated appraisal services regarding the said acquisition was \$2,493.00 for Curran Realty Advisors and \$3,000.00 for the Hanson Organization. This property is contiguous to more than 800-acres of previously preserved farmland.

Old Business

New Business

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

Adjournment

C1

RESOLUTION TO AMEND THE CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT DECREASING THE TOTAL CONTRACT AMOUNT BY \$8,048.00

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on November 7, 2012 authorizing the execution of a contract between the County of Gloucester and the New Jersey Department of Labor and Workforce Development, for PY' 2012 funds to be utilized by Gloucester County to provide employment and training services to County residents in various disciplines in the amount of \$3,623,984.00; and

WHEREAS, a subsequent Resolution was adopted increasing the total contract amount on December 19, 2012 in the amount of \$20,000.00; and

WHEREAS, a subsequent Resolution was adopted increasing the total contract amount on February 6, 2013 in the amount of \$3,210.00; and

WHEREAS, a subsequent Resolution was adopted decreasing the total contract amount on November 6, 2013 in the amount of \$3,210.00; and

WHEREAS, due to a decrease in the form of WorkFirst NJ funds, it is necessary to amend said contract in the amount of **\$8,048.00**, resulting in the following estimated funds for the grant period July 1, 2012 to June 30, 2013;

WIA Adult	\$ 491,596.00
WIA Youth	\$ 556,049.00
WIA Dislocated Worker	\$ 722,575.00
Work First NJ	\$1,795,467.00 (\$1,803,515.00
	-\$8,048.00)
Workforce Learning Link	\$ 56,000.00
Workforce Development Partnership	\$ 14,249.00
Total	\$3,635,936.00

WHEREAS, the grant period shall be reflected as July 1, 2012 through June 30, 2013; and

WHEREAS, all terms and provisions of the previously executed Contract, with the exception of the total contract amount, will continue in full force and effect.

NOW THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director or his designee is hereby authorized to execute and the Clerk of the Board or his designee is hereby authorized to attest to an Amendment and any other pertinent documents between the County and the New Jersey Department of Labor for the grant period July 1, 2012 through June 30, 2013.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, December 4, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

CL

**New Jersey Department of Labor and Workforce Development
Workforce Development Area Contract**

WIB Area: <u>Gloucester</u>	PY 2012 Funds	Plan No.: <u>ET-08-PY12</u>
DUNS No.: <u>957362247</u>		Mod No.: <u>4</u>

A. Grant Recipient: (Name & Address)
County of Gloucester
County Building Box 337
Woodbury, New Jersey 08096
Chief Executive Officer: Robert M. Damminger
Legal Entity Status: Public
Federal Employer ID No.: 21-6000-660

B. State Grantor/Department
Harold J. Wirths, Commissioner
New Jersey Department of Labor and Workforce Development
PO Box 055, Trenton, NJ 08625-0055
Contact Person & Telephone No.:
Jeff Flatley, Acting Director (609) 984-2477
Division of Workforce Portfolio and Contract Management

C. Local Area Operating Entity:
Gloucester County Economic Dev.
115 Budd Boulevard
West Deptford, New Jersey 08096
Contact: Lisa Morina, Director
Tel. No.: 856-384-6934

WorkFirst NJ Operating Entity:
Same
Contact: Lisa Morina, Director
Tel. No.: 856-384-6934

D. Funding Levels by Source:

<u>WIA / FEDERAL FUNDS:</u>	
<u>Adult:</u>	<u>491,596</u>
<u>Youth:</u>	<u>556,049</u>
<u>Dislocated Worker:</u>	<u>722,575</u>
<u>Add'l Federal Funds:</u>	<u>0</u>
Federal TOTAL:	\$1,770,220
State TOTAL:	\$1,865,716
Contract TOTAL:	\$3,635,936

<u>STATE FUNDS:</u>	
<u>WorkFirst NJ:</u>	<u>1,795,467</u>
<u>WIB Admin:</u>	<u>0</u>
<u>WDP:</u>	<u>14,249</u>
<u>WLL:</u>	<u>56,000</u>
<u>SmartSTEPS:</u>	<u>0</u>
<u>Bus. Development:</u>	<u>0</u>
<u>Add'l State Funds:</u>	<u>0</u>

The contract period for these funds is July 1, 2012 to June 30, 2013.

Grantor/Department and Grant Recipient's Agreement Signatures

The Grant Recipient and Workforce Investment Board agree to provide employment and training services in accordance with all the provisions of their approved Plan and the attached Assurances, Certifications and General Provisions. If this Contract, including the Assurances, Certifications and General Provisions, annexed hereto, correctly sets forth your understanding of your approved Plan, please indicate your organization's approval by having this signed by the Chief Executive Officer of the organization and returned to the Grantor.

Accepted & Agreed by the Grant Recipient	Accepted & Agreed by the WIB Chairperson	Accepted & Agreed by Grantor/Department
Name: <u>Robert M. Damminger</u>	Name: <u>Hosea Johnson</u>	Name: <u>Harold J. Wirths</u>
Signature: _____	Signature: _____	Signature: _____
Title: <u>Freeholder Director</u>	Title: <u>WIB Chairperson</u>	Title: <u>Commissioner</u>
Date: _____	Date: _____	Date: _____

RESOLUTION TO AMEND THE CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT INCREASING THE TOTAL CONTRACT AMOUNT BY \$4,013.00

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on October 2, 2013 authorizing the execution of a contract between the County of Gloucester and the New Jersey Department of Labor and Workforce Development, for PY' 2013 funds to be utilized by Gloucester County to provide employment and training services to County residents in various disciplines; and

WHEREAS, the total amount of the original contract was \$3,866,671.00, and

WHEREAS, due to an increase in the form of SmartSTEPS funds, it is necessary to amend said contract in the amount of \$4,013.00, resulting in the following estimated funds for the grant period July 1, 2013 to June 30, 2014;

WIA Adult	\$ 530,543.00
WIA Youth	\$ 595,183.00
WIA Dislocated Worker	\$ 787,469.00
Work First NJ	\$1, 914,476.00
Workforce Learning Link	\$ 39,000.00
SmartSTEPS	\$ 4,013.00
Total	\$3,870,684.00

WHEREAS, the amount of \$3,870,684.00 represents funds received from the State of New Jersey during PY' 2013, to be utilized by Gloucester County to enhance services to County residents; and

WHEREAS, the purpose of the Contract is to accept the aforesaid funds in accordance with the previously approved Workforce Investment Area Five-Year Plan; and

WHEREAS, the County of Gloucester-Department of Economic Development is cognizant of the conditions that are imposed by the carrying out of the Workforce Investment Act activities with Federal financial assistance.

NOW THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to the Contract and any other pertinent documents between the County of Gloucester and the New Jersey Department of Labor and Workforce Development from July 1, 2013 to June 30, 2014.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, December 4, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C2

**New Jersey Department of Labor and Workforce Development
Workforce Development Area Contract**

WIB Area: <u>Gloucester</u>	PY 2013 Funds	Plan No.: <u>ET-08-PY13</u>
DUNS No.: <u>957362247</u>		Mod No.: <u>1</u>

A. Grant Recipient: (Name & Address) <u>County of Gloucester</u> <u>County Building Box 337</u> <u>Woodbury, New Jersey 08096</u> Chief Executive Officer: <u>Robert M. Damming</u> Legal Entity Status: <u>Public</u> Federal Employer ID No.: <u>21-6000-660</u>	B. State Grantor/Department <u>Harold J. Wirths, Commissioner</u> <u>New Jersey Department of Labor and Workforce Development</u> <u>PO Box 055, Trenton, NJ 08625-0055</u> Contact Person & Telephone No.: <u>Jeff Flatley, Director 609-984-2477</u> <u>Division of Workforce Portfolio and Contract Management</u>
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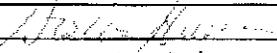
C. Local Area Operating Entity: <u>Gloucester County Economic Devel</u> <u>115 Budd Boulevard</u> <u>West Deptford, New Jersey 08096</u> Contact: <u>Lisa Morina, Director</u> Tel. No.: <u>856-384-6934</u>	WorkFirst NJ Operating Entity: <u>Same</u> Contact: <u>Lisa Morina, Director</u> Tel. No.: <u>856-384-6934</u>
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D. Funding Levels by Source:			
	WIA/FEDERAL FUNDS:		STATE FUNDS:
Adult:	530,543	WorkFirst NJ:	1,914,476
Youth:	595,183	WIB Admin:	0
Dislocated Worker:	787,469	WLL:	39,000
Add'l Federal Funds:	0	SmartSTEPS:	4,013
Add'l Federal Funds:	0	Bus. Development:	0
Add'l Federal Funds:	0	WDP - DW:	0
Add'l Federal Funds:	0	Add'l State Funds:	0
Add'l Federal Funds:	0		
Federal TOTAL:	\$1,913,195		
State TOTAL:	\$1,957,489		
Contract TOTAL:	\$3,870,684		

The contract period for these funds is July 1, 2013 to June 30, 2014.

Grantor/Department and Grant Recipient's Agreement Signatures

The Grant Recipient and Workforce Investment Board agree to provide employment and training services in accordance with all the provisions of their approved Plan and the attached Assurances, Certifications and General Provisions. If this Contract, including the Assurances, Certifications and General Provisions, annexed hereto, correctly sets forth your understanding of your approved Plan, please indicate your organization's approval by having this signed by the Chief Executive Officer of the organization and returned to the Grantor.

Accepted & Agreed by the	Accepted & Agreed by the	Accepted & Agreed by
Grant Recipient	WIB Chairperson	Grantor/Department
Name: <u>Robert M. Damming</u>	Name: <u>Hosea Johnson</u>	Name: <u>Harold J. Wirths</u>
Signature:	Signature: 	Signature:
Title: <u>Freeholder Director</u>	Title: <u>WIB Chairperson</u>	Title: <u>Commissioner</u>
Date:	Date:	Date:

C3

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH
GLOUCESTER COUNTY COLLEGE IN AN AMOUNT NOT TO EXCEED \$195,800.00
FROM DECEMBER 1, 2013 TO NOVEMBER 30, 2014**

WHEREAS, Gloucester County College (GCC), provides adult literacy/GED services to the residents of the County; and

WHEREAS, the County recognizes the need to enter into an agreement with the GCC in order to continue and expand these services; and

WHEREAS, the term of this Agreement shall be from December 1, 2013 to November 30, 2014, in an amount of not to exceed \$195,800.00; and

WHEREAS, N.J.S.A. 40A:65-1 et seq. specifically authorizes local government units, to enter into agreements for the provision of shared services; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to a Shared Services Agreement between the County and GCC) from December 1, 2013 to November 30, 2014 in an amount not to exceed \$195,800.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on December 4, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

CB

SHARED SERVICES AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

**GLOUCESTER COUNTY COLLEGE
AS THE OPERATING AGENCY OF
THE WORK FIRST NEW JERSEY
ADULT LITERACY**

AND

COMMUNITY WORK EXPERIENCE PROGRAM (CWEP)

Dated:

December 1, 2013

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT, dated December 1, 2013, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey (referred to as "County") and the **GLOUCESTER COUNTY COLLEGE** (referred to as "Local Unit"); and

RECITALS

1. The County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, NJ 08096;
2. The Gloucester County College ("Local Unit") is a corporation of the State of New Jersey with offices located at 1492 & 1500 Tanyard Road, Sewell, New Jersey, 08312;
3. The County through the Department of Economic Development – Workforce Investment Board is aware of the need to serve eligible Work First New Jersey adults with low literacy; adult basic educational needs or require a New Jersey High School Diploma (GED);
4. The Local Unit has the capability of serving as the Operating Agency of the Work First New Jersey Adult Literacy and Community Work Experience Program (CWEP) facility at the Gloucester County College to pay Local Unit for expenditures related to the development and implementation of said Community Work Experience Program.
5. N.J.S.A. 40A:65-1 et seq., provides a mechanism through which counties and municipalities may enter into an agreement for the provision of shared services;

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

AGREEMENT

A. DESCRIPTION OF THE PROJECT.

The Project for purposes of this Agreement shall consist of the provision of services at the Gloucester County College for adult literacy and Community Work Experience Program (CWEP) services within the County of Gloucester.

B. LOCAL UNIT RESPONSIBILITIES.

The Local Unit will:

1. Serve as the Operating Agency of the Work First Adult Literacy and Community Work Experience Program (CWEP) located at Gloucester County College.
2. Comply with all requirements, terms, and conditions as set forth in Attachments A through D annexed hereto.

3. Meet the minimum expected performance outcomes as described in **Attachment D, Article 4**, performance criteria, and reports 4.1-4.7 annexed hereto.
4. Meet the expected level of service of 100 adults who will be part of the Work First New Jersey-CWEP.

C. PAYMENT

County agrees to compensate the Local Unit in the amount not to exceed **\$195,800.00** for continuation of the workplace literacy programs to assist adults to obtain basic education, pre-employment and New Jersey High School Diploma. The Local Unit must submit monthly expenditures by the 10th of each month. Said expenditures shall be accompanied by **Attachment C**. Present and future funding is contingent upon funding availability from NJ/US Department of Labor, and Local Unit meeting the minimum expected performance outcomes.

D. DURATION OF AGREEMENT.

This Agreement shall be effective for the period commencing December 1, 2013 and terminating November 30, 2014. **This agreement may be extended an additional two (2) years at the option of the County.**

Upon 30 days written notice, either party may terminate this agreement without cause. The Local Unit shall be entitled to compensation for all work performed prior to such termination.

E. LIMITATION OF DELEGATION.

To the extent that this Agreement constitutes a delegation of authority by the County to the Local Unit, this Agreement shall not be construed to delegate any authority other than the authority to perform the services described in this Agreement.

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

The parties recognize that currently there may be certain legal relationships existing between the parties with regard to other activities of the parties, and nothing in this Agreement shall be construed to be in derogation of those relationships.

F. INDEMNIFICATION OF COUNTY.

(a) During the Term of this Shared Services Agreement, the Local Unit shall indemnify and shall hold the County, the members of the Board and its officers, agents and employees harmless against, and the Local Unit shall pay any and all, liability, loss, cost, damage, claims, judgment or expense, of any and all kinds or nature, which shall be imposed by law, which the County, the members of the Board or its officers, agents and employees may sustain or may be subject to or may be caused to incur by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, or upon or arising out of any services performed by County in connection with the work described in this Agreement. The Local Unit shall be responsible for the performance of these promises to indemnify and defend only with regard to claims asserted in connection with the performance of services by the County for the Local Unit.

(b) The Local Unit at its own cost and expense, shall defend any and all such claims, suits and actions which may be brought or asserted against the County, the members of the Board or its officers, agents or employees; provided, however, that this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance of its obligation to defend the County, the Local Unit and any other insured party which may be named in such policy or insurance in connection with any claims, suits or actions which are covered by the terms of such policy.

(c) The County and Local Unit agree as follows:

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

G. COMPLIANCE WITH LAWS AND REGULATIONS.

Each party to this Agreement shall at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations, and other governmental requirements, which may be applicable to the performance of the services, described in this Agreement. Specifically, the County will, in performing its services, comply with all applicable laws, rules, and regulations concerning the conduct of such soliciting, interviewing, and related services concerning consideration of employees for hire.

H. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any agreement which is contained in this Shared Services Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

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

J. MISCELLANEOUS.

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.

2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the Local Unit 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 Local Unit 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 Project 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 applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

GLOUCESTER COUNTY COLLEGE

FREDERICK KEATING, PRESIDENT

STATEMENT OF WORK

- A. Gloucester County College agrees to provide for 100 eligible Work First New Jersey (WFNJ- TANF, General Assistance (GA) and Supplemental Nutrition Assistance Program (SNAP) recipients a combined job skill development, job training, life skills and Adult Literacy/ABE and GED program that leads to a diploma or permanent employment for participants who reside in Gloucester County New Jersey. The referral to Gloucester County College will be supplied by the "To-Work" Case Managers and CWEP Coordinator at the One-Stop. Of the 100 participants to be referred to GCC, 30 participants will be referred to CWEP only activities and 70 participants will attend the integrated basic skills/CWEP program to assist them with the improvement of their basic skills or obtainment of a New Jersey High School diploma credential.

Gloucester County College agrees to provide said services effective December 1, 2013 until November 30, 2014 for the amount not to exceed \$195,800.00 (**Attachment B** for Program Budget).

- B. Gloucester County College agrees to hold the County harmless for any injuries suffered by residents while under the supervision and/or care of Gloucester County College. The County will be held harmless as pertains to legal fees and the costs of suit. Gloucester County College agrees to provide proof of insurance coverage in the amounts satisfactory to the County. (see attachment A-2 for documentation)
- C. The County hereby agrees to be bound by all rules and regulations now in effect with the College and likewise the College hereby agrees to be bound by all rules and regulations now in effect or hereinafter promulgated by the State of New Jersey.
- D. Program Participants will spend a maximum of 36 weeks for 35 hours per week in a combined ABE/GED Literacy (education) and the Community Work Experience Program (CWEP) together with life skills and/or pre-vocational training that includes but is not limited to general office practices and the health care field.

Group CWEP training opportunities:

- Customer Service
- Food Safety/Hospitality
- Healthcare
- Technology
- Logistics

- E. As this is a Cost Reimbursement Agreement, all reporting/corresponding documentation must be submitted to the Department of Economic Development, Workforce Investment Board **by the 10th day of each month for reimbursement. (See attachments)**

Client/Work Flow

Literacy Work First Customers

- Initial TABE will be conducted at the One-Stop Career Center – ESL testing with Best Plus will be conducted at Gloucester County College.
- One-Stop Career Center Case Manager contacts Instructor at One-Stop to schedule TANF/GA/SNAP only customer for a Wednesday (ESL) or Thursday interview after taking TABE or when Instructor is available.
- GCC staff interviews customer, creates prescription and forwards all information to the appropriate Case Manager at the Thorofare One-Stop Career Center.
- Customer begins program the Monday after the prescription interview.
- Post TABE testing will be conducted after every 100 hours of participation or at the discretion of the GCC Site Coordinator. The customer's results will be forwarded to both MIS and Case Manager.
- Should a WFNJ customer have a TABE score 5th grade or below, customer will be referred to DVR as well GCC by the Case –Manager.
 - DVR will assess customer while customer is involved with the GCC AWEF, therefore, DVR assessment is now a countable activity.

CWEP WFNJ Customers Only

- As with Literacy customers, initial TABE testing will be conducted at the One-Stop Career Center with copy in file.
- One-Stop Career Center Case Manager will contact the CWEP coordinator at the One-Stop informing Coordinator of the WFNJ potential candidate for GCC.
- CWEP Coordinator will contact GCC Representative in order to coordinate the WFNJ participant's services and set up hours of participation.

Reporting and Monitoring requirements:

- E-Time sheets will be done on a weekly basis by GCC staff. GCC Staff will Contact GCOSCS Case Manager when customer has two unexcused absences.
- Paper work such as LOS report must go to MIS at One-Stop as well as the 100-hour TABE scores.
- All Customer information must be sent to the appropriate Case Manager.

Extensions

- Ten days prior to extension, GCC Staff is to contact customer's Case Manager for approval. (This will trigger OMEGA data entry by OSC Case Manager).
- GCC Staff is to contact MIS via monthly service report with indication of extension.

Benchmarks/ Program Goals:

- 1) 80% or more of CWEP participants complete the Career Readiness and Life Skills and CWEP Work Experience Projects;

- 2) 75% or more of CWEP participants will participate in prevocational training in the following industries to prepare them for positions in the following industries: healthcare, retail/customer service, technology, logistics and food safety.
- 3) 75% or more of CWEP participants will be placed within a department of the college to obtain hands on work experience
- 4) 80% or more of CWEP participants complete the Life Skills and Group Work Experience Projects;
- 5) 30% or more of CWEP participants are placed into unsubsidized employment;
- 6) 75% or more of CWEP participants placed into unsubsidized employment achieve a 90-day job retention rate.

Program Narrative:

Gloucester County College proposes to provide integrated adult basic education and pre-vocational skills training/Community Work Experience Program to quickly boost Work First New Jersey customers' literacy and work skills so that they can earn credentials, get living wage jobs, and put their talents to work for employers. Participants will attend classes to learn professional/technical content and basic skills in reading, math, writing or English language. As participants progress through the program, they learn basic skills in real-world scenarios offered by the CWEP part of the curriculum.

Gloucester County College's TANF/ Community Work Experience Program (CWEP) will provide avenues for occupational educational training to individuals with barriers to employment by way of prevocational instruction in the areas of healthcare, customer services, food safety, hospitality, technology and logistics which will lead to a nationally recognized credential. As an incentive for participants who successfully complete the Basic Skills and Prevocational training, the expense for the national credential will be paid for them. In addition, each participant will be assigned a Community Work Experience project in one of the departments at the College. Each WFNJ participant will complete the following assessments and activities prior to participating in their assigned CWEP assignment:

- o Career Interest , Barriers to Employment and Learning Styles Inventory assessments
- o Work Skills classes and assessment
- o Career Related workshops: Dressing for Success, Team Building, Effective Communications
- o Basic Computer classes: Keyboarding, Windows & Intro to Word

The completion of the activities and assessments will assist us with the proper placement of each WFNJ participant for the CWEP activity. Placement in a particular training program will be based on the individual's employment objectives and availability.

The WFNJ participants will follow a plan of training rotations in order to develop the necessary skills to obtain gainful employment/job placement and meet program goals. Throughout the training period of 6 months, participants and our staff and management will be communicating regularly with the participants' Case Managers and the CWEP coordinator at the One-Stop. They will discuss strategies to develop and apply for positions that suit the CWEP participant's employment objectives. The CWEP program's main objective is to provide training to individuals with barriers to employment to enable them to obtain unsubsidized employment on a permanent basis. The CWEP objective is to provide life skills training for individuals with barriers to employment to enable them to obtain unsubsidized employment on a permanent basis.

Program Goals

Gloucester County College's TANF/Community Work Experience Program (CWEP) is to provide a range of training, employment and support services to adults who currently have barriers to employment. The program will help participants to learn important job and life skills which will allow them to achieve economic independence and have an improved quality of life.

Using the GCOSCC as a referral source for CWEP participants, the goal is to enroll approximately 100 program participants during the grant period; 30 participants will be referred to CWEP only activities and 70 participants will attend the integrated basic skills/CWEP program to assist them with the improvement of their basic skills or obtainment of a New Jersey High School diploma credential. Placement into the CWEP prevocational program will be based upon the initial assessments. Gloucester County College will meet or exceed the following benchmarks:

- 7) 80% or more of CWEP participants complete the Career Readiness and Life Skills and CWEP Work Experience Projects;
- 8) 75% or more of CWEP participants will participate in prevocational training in the following industries to prepare them for positions in the following industries: healthcare, retail/customer service, technology, logistics and food safety.
- 9) 75% or more of CWEP participants will be placed within a department of the college to obtain hands on work experience

Program Detail

Gloucester County College TANF/BREM/CWEP is designed to teach professional and technical content and to teach basic skills in reading, math, writing or English language – so students can move through school and into jobs faster. As the WFNJ participants' progress through the program, they learn basic skills in real-world scenarios offered by the prevocational part of the curriculum.

Gloucester County College's TANF/ Community Work Experience Program (CWEP) will provide avenues for occupational educational training to individuals with barriers to employment by way of prevocational instruction in the areas of healthcare, customer services, food safety, hospitality, technology and logistics which will lead to a nationally recognized credential. As an incentive for participants who successfully complete the Basic Skills and Prevocational training, the expense for the national credential will be paid for them.

Gloucester County College will include all of the following services within the Community Work Experience Program:

- Career Exploration activities
- Career Readiness workshops
- Computer classes: Keyboard, Windows, Intro to Word, Excel, and PowerPoint
- Prevocational educational opportunities
- CWEP Assignments
- Job Search Assistance
- Job Placement Assistance

Career Readiness and Life Skills

Gloucester County College will be the provider of the career and life skills component of the Community Work Experience Program (CWEP) It is their plan to run an open entry/open exit program that can serve approximately 30 CWEP only participants and 70 participants, who need to improve their basic literacy skills and/or obtain a New Jersey High School Diploma. GCC's program intends to quickly boost students' literacy and work skills so that students can earn credentials, get living wage jobs, and put their talents to work for employers. Participants will be enrolled in the programs at GCC for a maximum of six months.

Community Work Experience Projects

Gloucester County College's Division of Continuing Education will provide Community Work Experience Program (CWEP) services to Gloucester County TANF. The training experience will take place in various departments of the College. For CWEP only training programs, the training projects will take place beginning at 8:30/9:00 a.m. and continue until 2:30/3:00 p.m. There will be a half-hour break for lunch. The CWEP only participants will attend the program 25 hours per week. Participants, who need to improve their basic skills or prepare for a high school diploma, will participate in 20 hours of CWEP.

All CWEP participants will participate in an initial orientation which will consist of the following activities:

- Career Interest , Barriers to Employment and Learning Styles Inventory assessments

- Work Skills classes and assessment
- Career Related workshops: Dressing for Success, Team Building, Effective Communications
- Basic Computer classes: Keyboarding, Windows & Intro to Word

Job Search Assistance

The ultimate goal of the Work First NJ program at GCC is to assist the customers in obtaining the required educational/workplace skills to secure employment or to improve current employment. It is vital for the customer to work towards that goal. All staff assigned to the TANF/CWEP will make every effort to assist WFNJ participants in reaching their goals. The counselor will work closely with the students, the Career and Academic Placement Center, and the instructors to assist the students with obtaining the necessarily workplace skills, soft skills, and career resources to gain employment.

To assist the WFNJ participants with obtaining employment, each participant will participate in the following career related activities:

- Work Skills classes which will give them the necessary basic skills required by employers and prepare them for the Work Readiness Credential
- Participate in Career Exploration workshops and events
- Participate in of upcoming positive recruitments, job fairs, and Career Expos
- Participate in career workshops offered by the Career and Academic Placement Center. the topics include dressing for success, networking and Internet job search techniques

CWEP-Prevocational Training

The TANF/CWEP program is designed for a maximum of 6 months of training, but allows for an open entry/exit system. Placement decisions will be made by the program administrator and the program counselor. The program placements will be tailored to the participant's employment objectives. The TANF/CWEP program will allow students to improve basic skills, prepare for a high school diploma and obtain prevocational skills required for entry level positions in customer service, food safety/hospitality, healthcare, technology, and logistics.

Customer Service CWEP

The Customer Services training program will utilize curriculum from the National Retail Federation Foundation. The program will prepare participants designed to capture the core customer service duties for a broad range of entry-level through first-line supervisory positions across the sales and service industries. The program is appropriate for anyone interested in obtaining a job or pursuing a career in retail and other industries that value customer service skills. Participants will gain knowledge in the following areas:

- Learning about products or services
- Assessing customer needs
- Educating customer
- Meeting customers' needs and providing ongoing support

Food Safety/Hospitality CWEP

The Food Safety/Hospitality program offers training to individuals who are interested in developing a career behind the scenes of a food service or lodging establishment or working in the food service industry. Participants will build skills and knowledge in the following areas:

- Introduction to Food Service
- Introduction to Customer Service
- Introduction to Hospitality Management
- Budgeting and Cost Control
- Supervision in the Hospitality Industry
- ServSafe©

Healthcare CWEP

The Healthcare training program will provide participants with basic terminology, patient care techniques, first aid and CPR. Participants will be introduced to the various entry level career opportunities in healthcare. The program is designed to prepare students to train for one of the fastest growing professions in the health care industry today. The program focuses on building a complete and solid foundation for students in both classroom theory and hands-on clinical components. Students will build skills in basic and complex key concepts of anatomy and physiology; cardiac function; EKG; growth and development; phlebotomy; HIPAA and critical thinking.

Technology CWEP

The Technology program will provide participants with the computer skills to make them proficient in keyboarding, Windows, Microsoft Word and Excel, Internet skills, and utilizing social media. The program is designed to equip participants with the necessary computer skills that are used in the workplace.

Logistics CWEP

The Introduction to Logistics program focuses on the general knowledge of transportation/logistics and the associated functions necessary for the delivery of goods. Participants will build skills and knowledge in the following areas:

- Workplace Essentials
- Supply Chain Management
- Transportation Management
- Warehouse Management
- Computer Systems
- Safety Awareness

The following is the proposed schedule for the TANF/CWEP program.

Program Schedule

Site Location	Day or Evening	Program	Time	Days	Hrs. Per Week	Weeks Per Year
Gloucester County College	Day	ABE CWEP	8:30 am - 4:00 pm	Mon – Friday	35	50
Gloucester County College	Day	GED CWEP	8:30 am - 4:00 pm	Mon – Friday	35	50
Gloucester County College	Day	ESL CWEP	8:30 am - 4:00 pm	Mon – Friday	35	50
Gloucester County College	Day	CWEP	8:30 am - 4:00 pm	Mon – Friday	25/35	50

WFNJ - 12/1/13 - 11/30/14		
\$195,800.00		
Category	Breakdown	Budget
Head Teacher		
Brigette Satchell 10% of salary	30 wks X 35 hrs/wk X 49.99/hr X 10% (12/1/13-6/30/14)	5,248.95
	22 wks X 35 hrs/wk X 50.99/hr X 10% (7/1/14-11/30/14)	3,926.23
		9,175.18
Full-time Instructor		
Barbara Walker - 60% of salary	30 wks X 35 hrs/wk X 26.32/hr X 70% (12/1/13-6/30/14)	19,345.20
	22 wks X 35 hrs/wk X 26.85/hr X 50% (7/1/14-11/30/14)	10,337.25
		29,682.45
Part-time Instructors		
Burger, Michele	30 wks X 15 hrs/wk X 25.39/hr (12/1/13-6/30/14)	11,425.50
	22 wks X 15 hrs/wk X 25.94/hr (7/1/14-11/30/14)	8,560.20
		19,985.70
Counselor - vacant	45 wks X 29 hrs/wk X 25/hr (1/1/14-11/30/14)	32,625.00
CWEP Skills Instructors (2)	2 x 45 wks X 20 hrs/wk X 35/hr (1/1/14-11/30/14)	63,000.00
Total Salaries		154,468.33
Fringe		
Fica	7.65% of Total Salaries	11,816.83
Worker's Comp	0.285% of Total Salaries	440.23
TIAA	8% of Head Teacher Salary	734.01
PERS	3.55% of F/T Instructor	1,053.73
Health Benefits - Head Teacher	(1,943.14 X 1)+(2,137.45 X 11) * 10%	4,294.34
Health Benefits - Full-time	(1,450.84 X 1)+(1,595.92 X 5) * 70%	

Instructor		7,036.56
Health Benefits - Full-time Instructor	(1,595.92 X 6) * 50%	4,787.76
Dental - Head Teacher	83.27 X 12 X 10%	99.92
Dental - Full-time Instructor	83.27 X 7 X 70%	408.02
Dental - Full-time Instructor	83.27 X 5 X 50%	208.18
Total Fringe		30,879.58
Total Salaries and Fringe		185,347.91
Equipment and Supplies		
Educational Supplies		8,152.09
Office Supplies		300.00
Total Equipment and Supplies		8,452.09
Other Costs		
GED Testing fees for students		2,000.00
Total Other Costs		2,000.00
Total Costs		195,800.00

GLOUCESTER COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT

Sub-Grantee Monthly Report

Sub-Grantee: _____ Report for Month Ending _____
 _____ Period of Agreement _____
 Agreement No: _____ Type of Report: Interim _____ Final _____

Cumulative Funds rec'd \$ _____ Clients Served to date _____
 Adjustments \$ _____ Clients Served this month _____
 Total \$ _____ Cumulative Served _____

<u>Expenditures</u>	<u>Approved Budget</u>	<u>Expenditures This Month</u>	<u>Cumulative Expend To Date</u>	<u>Balance</u>
<u>PROGRAM COSTS</u>				
Salaries	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____
Fringe Benefits	\$ _____	\$ _____	\$ _____	\$ _____
Equip & Supplies	\$ _____	\$ _____	\$ _____	\$ _____
Operating Exp.	\$ _____	\$ _____	\$ _____	\$ _____
Other Costs	\$ _____	\$ _____	\$ _____	\$ _____
Total	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

Name of Teacher _____

Site _____

Each of the items below deals with a characteristic of instructors, which students feel to be important. Indicate your rating of your instructor by circling the appropriate number on the scale. The exact point at which you rate is less important than the general impression. Write in after the question any additional comments that you wish to make. Give examples wherever possible. (Circle your choice.)

1. Is she/he actively helping when students have difficulty?

1 2 3 4 5
 Not helpful Actively helpful
 Example or comments:

6. Is his/her speech adequate for teaching?

1 2 3 4 5
 Unintelligible Good
 Example or comments: (Volume, Tone, Enunciation, Rate, Vocabulary, etc.)

2. Does he/she appear sensitive to students feelings or problems?

1 2 3 4 5
 Unaware Responsive
 Example or comments:

7. Does she/he respect students?

1 2 3 4 5
 Does not respect Respects
 Example or comments:

3. Is she/he flexible?

1 2 3 4 5
 Rigid Flexible
 Example or Comments:

8. Does he/she actively involve students directly in the teaching/learning process?

1 2 3 4 5
 Never Frequently
 Example or comments:

4. Does he/she make students feel free to ask questions, disagree, express their ideas, etc?

1 2 3 4 5
 Unfair Fair
 Example or comments:

9. Does she/he appear to be enthusiastic about the subject?

1 2 3 4 5
 Unenthusiastic Enthusiastic
 Example or comments

5. Is she/he fair and impartial in her/his dealings with the students?

1 2 3 4 5
 Unfair Fair

10. Does he/she use enough examples or illustrations to clarify the material?

1 2 3 4 5
 None Many

Example or comments:

11. Does the instruction in this program develop
In an organized fashion?

1 2 3 4 5
Disorganized Well Organized

Example or comments:

Example or comments:

13. Are his/her classes interesting?

1 2 3 4 5
Dull Stimulating

Example or comments:

14. Does he/she stimulate thinking?

1 2 3 4 5
Dull Stimulating

Example or comments:

15. Considering everything, how would
you rate this teacher?

1 2 3 4 5
Poor Excellent

Example or comments:

Characteristics of the Program

1. Are the objectives of the program clear?

1 2 3 4 5
Unclear

Example or Comments:

4. How would you rate the contributions
of the textbooks to the program?

1 2 3 4 5
Clear Poor Excellent

Example or comments:

2. Is the amount of work received appropriate
for your expectations?

1 2 3 4 5
Too much Too little

Example or comments:

5. Considering all of the above qualities
which are applicable (including others
that you added), how would you rate this
course?

1 2 3 4 5
Poor Excellent

If you have any additional comments to
make about the course or the teacher, please
make them at the bottom of this page.

3. Are the daily evaluation procedures fair?

1 2 3 4 5
Unfair Fair

Example or comments:

6. Are the assessment tests used for
placement fair?

1 2 3 4 5
Unfair Fair

Example or comments:

ARTICLE 4 – PERFORMANCE CRITERIA AND REPORTS

- 4.1 The Contractor will be bound to a performance Accountability system which will include but not limited to the following standards for participants who are age 16 and up:

Literacy Participants

1. Basic Skills: At least 75% of the customers will successfully gain two grade levels per 100 hours of instruction or predetermined goal and demonstrate mastery of an array of competencies that will allow them to enter pre-selected vocational training or post- secondary education.
2. GED: at least 80 % of the GED students will achieve mastery of skills that will allow them to sit for the GED exam. At least 75% of this population will obtain their GED.
3. Computer Literacy: 70% of the customers will successfully demonstrate that they can operate a computer at set competencies established by the provider.
4. Grade Level: 90% will advance one grade level per 100 hours of instruction
5. Employment: 80% of adults not employed at the time of enrollment (except for TANF) will obtain unsubsidized employment within the first quarter of exiting program.
6. Math Skills: 70% of the customers will be able to demonstrate through a written exam, that they know basic math skills – adding, subtracting, multiplication, and division (whole numbers, fractions, decimals, and percentages as it relates to individual's occupational goal).

CWEP Participants

1. 80% or more of CWEP participants complete the Career Readiness and Life Skills and CWEP Work Experience Projects;
2. 75% or more of CWEP participants will participate in prevocational training in the following industries to prepare them for positions in the following industries: healthcare, retail/customer service, technology, logistics and food safety.
3. 75% or more of CWEP participants will be placed within a department of the college to obtain hands on work experience
4. 80% or more of CWEP participants complete the Life Skills and Group Work Experience Projects;
5. 50% or more of CWEP participants are placed into unsubsidized employment;
6. 75% or more of CWEP participants placed into unsubsidized employment achieve a 90-day job retention rate.

- 4.2 The levels of performance will be adjusted based on State and WIB identified indicators, which will be expressed in an objective, quantifiable and measurable form pursuant to Section 136 of the Act.
- 4.3 Additional performance indicators will consist of customer satisfaction of participants with services received from the activities authorized for Literacy Services. Customer satisfaction may be measured by the WIB through surveys conducted after the conclusion of the participation of customers in the approved activity(ies).
- 4.4 The State of New Jersey may impose additional performance indicators and the levels of performance as appropriate to those indicators. Such additional performance criteria will become a part of the local area, subsequent to the execution of this agreement.

- 4.5 The Contractor shall provide any and all reports required of it under the Workforce Investment Act and accompanying regulations, the Department of Labor and Workforce Development, the Governor of the State of New Jersey or his designees, the County of Gloucester or the Gloucester County Workforce Investment Board, provided that reports requested by the County or Workforce Investment Board shall be required only as reasonably necessary to carry out their responsibilities under the Act, regulations and government directive thereunder.
- 4.6 The Contractor shall be responsible for the submission of performance reports relative to adult participation.
- 4.7 The Contractor shall, at the onset of the program provide evaluation of the Participants math and reading skill levels, unless other arrangements have been made with the County for participant testing and assessments.

ARTICLE 5 – RECORDS

- 5.1 **Retention of records** – All records pertinent to this Contract, including financial, statistical, property and participant, and supporting documentation, shall be retained for a period three (3) years from the date of final payment of this Contract or until all audits are complete and findings on all claims have been finally resolved. If the Contractor is unable to retain the necessary WIA participant and financial records, the Contractor shall transfer such records to the Grantor. Such records shall be transmitted to the Grantor for acceptance in an orderly fashion with documents properly labeled and filed and in an acceptable condition for storage.
- 5.2 The aforementioned records will be retained beyond the three-year period if any litigation, audit or claim has not been finally resolved. The Contractor agrees to insure that Subrecipients retain records in accordance with these requirements. In the event of the termination of the relationship between the county and the Contractor, the Grantor shall be responsible for the maintenance and retention of the records of any Contractor unable to retain them.
- 5.3 Records shall be kept safe from fire, theft, and water damage and shall be identified.
- 5.4 All individuals, employees, and participants paid with funds under this contract must have inclusive time and attendance records for each hour or day of work or training. The Contractor must allocate time among the salaried categories in accordance with actual work time spent in a specific activity. These records must be maintained as required in Sections 5.1, 5.2, and 5.3 above.
- 5.5 Records shall be made available to the public upon request except in cases wherein the records would constitute a clearly unwarranted invasion of personal privacy, or trade secrets or commercial or financial information that is obtained from a person and privileged or confidential. The Contractor may charge fees sufficient to recover costs applicable to the processing of requests for records under this paragraph.

ARTICLE 6 – AUDIT RIGHTS CLAUSE

- 6.1 **Audits and Inspections** – At any time during normal business hours and as often as the Grantor, the U.S. Comptroller General, or Auditor General of the State of New Jersey may deem necessary, the Contractor shall make available to the County, or its agents for examination, all of its records with respect to all matters covered by this Agreement. The Auditor General of the State of New Jersey, Grantor, and U.S. Comptroller General shall have the authority to audit, examine and make excerpts of transcripts from

records or personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

- 6.2 The County of Gloucester, as Grantor and Administrative Entity through its authorized representative, has the right, at all reasonable times, to make site visits to review accomplishments and management control systems and to provide such technical assistance as may be required. If the County of Gloucester makes any site visit on the premises of the Contractor under this Contract, the Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties.
- 6.3 The Contractor agrees to fully cooperate with any monitoring, evaluation, and/or audit conducted by the Grantor, the U.S. Department of Labor, of their designees and authorized agents. The Contractor also agrees to insure that their Subrecipients, including work-site, fully cooperate with the agencies performing site inspections in accordance with Article 6.
- 6.4 The Contractor will develop and maintain a system for debt collection, which will insure that the County can recover costs, which are found by audit to be disallowed costs or recover costs, which have been found to be misspent. A written description of the debt collection system will be available for review by Department representatives.
- 6.5 The Contractor agrees to have an audit conducted, which meets the requirements of the single Audit Act, Federal OMB Circular A-133, "Uniform Administrative Requirements for Grants, and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations." All such audits will be performed on an organization-wide basis. A copy of the Contractor's most recent audit must be submitted to the Gloucester County Division of Workforce Development prior to the commencement of program activities. Failure to adhere to this submission may result in nonpayment of funds as designated in this contract.

ARTICLE 7 – BONDING AND INSURANCE

- 7.1 The Contractor will ensure that it complies with applicable State statutes and WIA regulations regarding Motor Vehicle Insurance.
- 7.2 The Contractor will ensure that employees are provided with Workers Compensation insurance in accordance with applicable State statutes with WIA regulations.
- 7.3 The Contractor must have a fidelity bond applicable to its officers and its employees with access to, and responsibility for, fund control and disbursements. The surety bond shall be acceptable to the County and issued by a recognized Surety Company licensed in the State of New Jersey. The policy must cover losses due to theft or fraud.
- 7.4 The Contractor must provide Worker's Compensation for participants enrolled in subsidized employment activities. Provisions are to be made to cover the medical treatment of any participant injured at any work or classroom activity or training site. Insurance shall be in accordance with 20 CFR 629.22 and 629.33. Provisions must be made for automobile insurance coverage on all Contractor owned, leased or contracted vehicles, and for staff owned vehicles used on the job which participants or staff persons paid under the terms of this contract drive or are driven.

**ARTICLE 8 – CLAUSE AFFECTING, MODIFICATIONS,
AGREEMENTS OR CHANGES**

- 8.1 This agreement constitutes the entire contract between the parties hereto. No representation, modification, or amendment hereto, whether oral or written, shall be effective unless it is in writing and signed by the parties.
- 8.2 Notwithstanding Article 8.1, the County may unilaterally modify this agreement at will in order to accommodate any change in the Act or any change in the interpretation of the Act or any applicable, federal, state, or local laws, regulations, rules or policies.

**ARTICLE 9 – NON-DISCRIMINATION, EQUAL OPPORTUNITY &
AFFIRMATIVE ACTION**

- 9.1 The Contractor shall ensure against discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under Section 504 of the Rehabilitation Act, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964.
- 9.2 The Contractor agrees to abide by Executive Order 11246 which prohibits job discrimination by employers holding federal contract or subcontract on the basis of race, color, religion, sex or national origin and to abide by Section 188 of the Act which provides that no person shall, on the basis of race, color, religion, sex, national origin, age, handicap, or political affiliation or belief, be excluded from participation in, denied the benefits of, be subjected to discrimination under or denied employment in the administration of, or in connection with, any program or activity funded under the Act.
- 9.3 With respect to terms and conditions affecting or rights provided to individuals who are Participants in activities supported by funds provided under the Act, such individuals shall not be discriminated against solely because of their status as a Participant.
- 9.4 WIA further required that any such program or activity be open to participation by citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, parolees, and other individuals authorized by the Attorney General to work in the United States.

ARTICLE 10 – GRIEVANCE AND HEARING PROCEDURES

- 10.1 Each contractor shall comply with the Non-Criminal Complaint/Grievance Procedures as set forth in NJAC 12:41-1.
- 10.2 The Contractor shall utilize the County Participant Grievance Procedure. Such procedure shall be made available upon enrollment to WIA program participants.

NON-DISCRIMINATION ASSURANCE

As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the grant recipient assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Investment Act of 1988 (WIA), which prohibits discrimination on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant recipient also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant recipients operation of the WIA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

- 10.3 Any persons who believes that they or any specific class of individuals has been or is being subjected to discrimination prohibited by the nondiscrimination and equal opportunity provisions of the Act of under 29 CRF Part 37, may file a written complaint with the local EO Officer.
- 10.4 The complaint may be filed either with the County or the Directorate of Civil Rights, Office of the Assistant Secretary for Administration and Management, US Department of Labor. These complaints must be filed within 180 days from the date of the alleged act. The Directorate, with good cause shown, may extend the filing time.

ARTICLE 11 – POLITICAL/SECTARIAN ACTIVITIES

- 11.1 No activities under this agreement may involve political activity.
- 11.2 Participants shall not be employed to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for religious worship, except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to the participant.

ARTICLE 12 – CONFLICT OF INTEREST CLAUSE

- 12.1 **Standard of Conduct** – The Contractor hereby agrees that in administering this contract, it will comply with the standards of conduct, hereinafter specified, for maintaining the integrity of the project and avoiding any conflict of interest in its administration.
- 12.2 **General Assurance** – Every reasonable course of action will be taken by the Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This contract will be administered in an impartial manner, free from personal,

financial, or political gain. The Contractor, its executive staff and employees, in administering this contract, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

- 12.3 **Conducting Business Involving Relatives** – No relative by blood, adoption or marriage, of the Contractor shall receive training under this contract.
- 12.4 **Conduct Business Involving Close Personal Friends and Associates** – Executives and employees of the Contractor will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the Contractor to conduct business with a friend or associate of an executive or employee of the Contractor, a permanent record of the transaction will be retained.
- 12.5 **Avoidance of Conflict of Economic Interest** – An executive, officer, agent, representative, or employee of the Contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the Contractor. Supplies, materials,

ARTICLE 13 – ACCOUNTING SYSTEM

- 13.1 The Contractor will maintain all accounting systems and internal controls necessary to meet applicable standards established by the American Institute of Certified Public Accountants and which will allow for the preparation of all required Fiscal Reports.
- 13.2 The Contractor will maintain records that adequately identify the source and application of funds for activities supported by this agreement.
- 13.3 The Contractor will maintain an effective control over accountability for funds, property, and other assets under this agreement and will adequately safeguard such assets and ensure that they are used solely for authorized purposes.
- 13.4 The Contractor, in administering programs under the contract, agrees to maintain a financial management/accounting system which, at a minimum, provides for the following:
- 13.4.1 The control of cash and other resources that the obligation and expenditure of funds and use of property are in conformance with the requirements of the Act and Federal regulations, State regulations, the Wagner-Peyser Act and accompanying regulations and with State requirements and policies.
- 13.4.2 Maintenance of accurate, current and complete financial information to meet the prescribed requirements for financial reporting.
- 13.4.3 Maintaining accounting records and documentation to support and identify the expenditure of program funds and insure that such funds can be traced to a level of expenditure adequate to demonstrate that funds have been spent lawfully. All disbursements are to be supported by evidence and approval of goods and services purchased.
- 13.4.4 To provide adequate safeguards for cash and other assets.
- 13.4.5 Maintain controls and procedures to ensure that the opportunity for unauthorized, fraudulent, or otherwise irregular acts are minimized.

13.4.6 Have an adequate system of authorization, record keeping, and transaction coding procedures for all expenditures.

13.4.7 Have a financial system to provide reliable data for decision making and performance assessment.

13.4.8 Procedures and accounts to identify receipt and expenditure of program funds separately for each grant received by the Grant Recipient.

13.4.9 Accurate procedures, records, and documentation to support payroll and fringe benefit charges, and all other purchases including acceptable documentation of hours worked for staff dividing their time among WIA activities and non-WIA activities.

13.4.10 Controls to prevent the expenditure of funds in excess of approved, budgeted amounts and procedures to halt any such excess or impending excess.

ARTICLE 14 – COUNTY RESPONSIBILITIES

- 14.1 The County will furnish reproducible masters of all standard forms required by the County.
- 14.2 The County will manage all WIA and WFNJ agreements and modifications with the State of New Jersey. Such management will include developing plans, participating in Department of Labor or State assessments and audits, negotiating questioned costs, interpreting rules, regulations and policy, requesting technical assistance, and providing access to training opportunities.
- 14.3.1 The County will assure that the Contractor has access to staff to answer questions, and/or for assistance in resolving problems in policy formulation or interpretation.
- 14.3.2 The County will provide technical assistance to the Contractor through the staff of the WIB.

ARTICLE 15 – HOLD HARMLESS

- 15.1 It is understood that the County is under no obligation to provide or refer any number of participants to the Contractor.
- 15.2 The Contractor assumes liability for its actions and the actions of its agents under this agreement. If the Federal Government, the State of New Jersey, or the County of Gloucester demands repayment of the funds from the Contractor as a result of Contractor violations of WIA rules and regulations or contract provisions, the Contractor agrees to repay the County the amount of funds directly related to the violation, including the cost of recovery.
- 15.3.1 In the event that a grievance, lawsuit, or other claim filed against the Contractor by a participant, sub-recipient, or other person results in an obligation to pay back wages or other financial consideration, the Contractor is solely responsible for such payments. The Contractor agrees to indemnify, defend and hold the County Harmless from any such claims, grievances, or lawsuits and to reimburse the County for any costs of defense, including attorney's fees.

ARTICLE 16 – SUSPENSION & TERMINATION

16.1 When a Contractor has failed to comply with the terms, conditions or standards of the contract the County of Gloucester may, on reasonable notice to the Contractor, suspend the contract, and withhold any further payments, or prohibit the Contractor from incurring additional obligations of WIA funds, pending corrective action by the Contractor or a decision to terminate in accordance with paragraph 17.2.1, 17.2.2, and 17.2.3 below. The County of Gloucester shall pay for completed units of performance up to date of termination or suspension in accordance with the provisions of this agreement.

Such provisions for termination or suspension will include the inability of the Contractor to fulfill contract compliance due to foreclosure, bankruptcy, relocation, school closure regardless of cause, or any act by the Contractor that prohibits WIA participants to continue the course of study as determined under this agreement.

16.2.1 This contract grant may be terminated for cause or convenience.

16.2.1 Termination for cause – The County of Gloucester may terminate this contract in whole, or in part, at any time before the date of completion, whenever it is determined that the Contractor has failed to comply with the conditions of the contract. The County of Gloucester shall promptly notify the Contractor in writing of the determination and the reasons for the termination, together with the effective date and the appeal process. Payments made to the Contractor or recoveries by the County of Gloucester under contract terminated for cause shall be in accordance with the legal rights and liabilities of the parties.

16.2.2 Termination for convenience – The County of Gloucester or Contractor may terminate this contract in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The Contractor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The County of Gloucester shall pay for completed units of performance up to date of termination or suspension in accordance with provisions of this agreement and the County and the Contractor shall enter into negotiations for payment to cover the cost of phasing out the program in an orderly fashion as possible.

ARTICLE 17 – RIGHT IN DATA AND INTELLECTUAL PROPERTY

17.1.4 “Limited rights data,” as used in this Article, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modification thereof.

17.1.5 “Restricted computer software,” as used in this Article, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software; including minor modifications of such computer software.

17.1.6 “Restricted rights,” as used in this Article, means the rights of the Contracting Agency in restricted computer software, as may be provided in a collateral agreement incorporated in and made part of this contract including minor modifications of such computer software.

17.1.7 "Technical data," as used in this Article, means that data, (other than computer software) which are of a scientific or technical nature.

17.2 Allocations of Rights:

17.2.1 Except as provided in 18.3 of this Article regarding copyright, the County shall have the unlimited right in:

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph 18.5 of this Article.

17.2.2 The Contractor shall have the right to:

- (i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract unless provided otherwise in paragraph 18.4 of this article;
- (ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph 18.5 of this Article;
- (iii) Substantiate use of, add, or correct limited right, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs 18.5 and 18.6 of this Article; and
- (iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in paragraph 18.3.1 of this Article.

17.3 Copyright:

17.3.1 Data first produced in the performance of this contract. Except as otherwise specifically provided in this contract, the Contractor may establish claim to copyright subsisting in any data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notice of 17 U.S.C 401 or 4102 and acknowledgment of the County sponsorship (including contract number) to the data when such data are delivered to the County, as well as then the data are published or deposited for registration as a published work in the U.S. Copyright office. For data other than computer software, the Contractor grants to the County, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the County. For computer software, the Contractor grants to the County and others acting on its behalf a paid-up, nonexclusive, irrevocable worldwide license for all such computer software to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the County.

17.3.2 Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the County, or acquires on its behalf, a license of the same scope as set forth in paragraph 18.3.1 of this Article; PROVIDED, however, that if such data are computer

software the County shall acquire a copyright license as may be provided in a collateral agreement incorporated in or made part of this contract.

- 17.3.3 Removal of copyright notices. The County agrees not to remove any copyright notices placed on data pursuant to this Article, and to include such notices on all reproductions of the data.

17.4 Release, Publication, and Use of Data:

- 17.4.2 The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this Article or expressly set forth in this contract.
- 17.4.3 The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract, which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the County.

17.5 Protection of Limited Rights Data and Restricted Computer Software

- 17.5.1 When data other than that listed in paragraph 18.2 of this Article above is specified to be delivered under this contract and qualify as either limited rights data or restricted computer software if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish it to the County under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that re formatted as a computer database for delivery to the County are to be treated as limited rights data and not restricted computer software.

- 17.6 Subcontracting: The Contractor has the responsibility to obtain from its Contractors all data and rights therein necessary to fulfill the Subcontract's obligations to the County under this contract. If a Contractor refused to accept terms affording the County such rights, the Contractor shall promptly bring such refusal to the attention of the County and not proceed with subcontract award without further authorization.

17.7 Patent Indemnity:

- 17.7.1 The Contractor shall indemnify the County and its officers, agents, and employees against liability, including costs, for infringement of any United State patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy order under 35 U.S.C 181 arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the County of such supplies or construction work.

- 17.7.2 This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the County of the suit or action alleging such infringement and shall have be given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with

specific written instructions of the County directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor, (2) and infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

17.8 Patent Rights:

17.8.1 Allocation of principal rights: The Contractor may retain the entire right, title, and interest throughout the world to each subject invention to the provisions of this Article and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the County shall have a nonexclusive nontransferable, irrevocable, paid-up license to practice to have practiced the subject invention through the world.

17.8.2 Conditions when the County may obtain title: The Contractor will convey to the County, upon written request, title to any subject invention (1) If the Contractor fails to disclose to the County or elect title to the subject invention within two months of disclosing it in writing to Contractor personnel responsible for patent matters, or elects not to retain title; provided, that the County may only request title within 60 days after learning of the failure to the Contractor to disclose or elect within the specified times.

17.8.3 Minimum rights to Contractor and protection of the Contractor right to file: (1) The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the County obtains title, except if the Contractor fails to disclose the invention within the times specified in this Article. The license is transferable only with the approval of the County, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

17.9 Notice and Assistance Regarding Patent and Copyright Infringement:

17.9.1 The Contractor shall report to the County, promptly and in reasonable written detail, each notice or claim or copyright infringement based on the performance of this contract which the Contractor has knowledge.

17.9.2 In the event of any claim or suit the County on account of any alleged patent or copyright infringement arising out the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the County, when requested by the County, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the County where the Contractor has agreed to indemnify the County.

17.9.3 The Contractor agrees to include, and require inclusion of, this Article in all subcontracts at any tier for supplies or services expected to exceed \$25,000.00.

ARTICLE 18 – CLOSEOUT PROCEDURES

18.1 Contract shall be closed out in accordance with the following procedures:

18.1.1 Upon request, the County of Gloucester shall make prompt payments to a Contractor for allowable charges under the contract being closed.

18.1.2 The Contractor shall immediately refund to the County of Gloucester any balance of unobligated (unencumbered) cash advanced to the Contractor that is not authorized to be retained by the Contractor for use on other contracts.

18.1.3 Within 45 days after completion of the contract, the Contractor shall submit all financial, performance and other reports required by the County of Gloucester to close out the contract. The County of Gloucester may approve extensions when requested in writing by the Contractor.

18.1.4 The Contractor shall account for any property acquired with contract funds, or received from the County of Gloucester in accordance with the provisions of Section 193 of the Act.

*ARTICLE 19 – ASSURANCES, CERTIFICATIONS &
GENERAL PROVISIONS*

19.1 The Contractor, in conducting all activities under the approved contract, assures and agrees that it will fully comply with all requirements of the following, including those assurances which may be promulgated during the inclusive period of **December 1, 2013 through November 30, 2014**.

19.1.1 The Workforce Investment Act inclusive of all Federal regulations pursuant to the Act, the Wagner-Peyser Act, and State regulations.

19.1.2 The Work First New Jersey program (WFNJ) and all State and Federal regulations for programs and services paid with funds provided by WFNJ.

19.1.3 State of New Jersey, Department of Labor and Workforce Development instructions, directives, and requirements issued pursuant to the Act, the Workforce Development Partnership Program, P.L. 1992.

19.1.4 This contract or approved modification.

19.1.5 The Contractor agrees that the WIA, the Wagner-Peyser Act, and WFNJ program provide employment and training opportunities to those who can benefit from and are most in need of such opportunities and shall make efforts to the Grantor, to provide equitable services among substantial segments of the eligible population, including serving geographic areas within the Workforce Area in an equitable manner.

19.1.6 The Contractor, in operating programs under the WIA, agrees that it will administer its program in full compliance with the safeguards of funds as set forth in the Act, Federal regulations, and State instructions issued pursuant to the WIA. Consistent with the **provisions of 20 CFR 627 (amended)**, all information and complaints involving fraud, abuse, or other criminal activity shall be reported directly and immediately to the Commissioner of Labor and Secretary Labor for appropriate action. Incidents involved in Workfirst New Jersey funded activities will be reported to the Commissioner of Labor, State of New Jersey.

The Contractor agrees that it will conform to the provisions of all cooperative agreements growing out of compliance with the coordination criteria contained in the State Employment & Training Commission Five-Year Unified State Plan and that such agreements shall remain in force unless in writing by the parties to the agreement.

ARTICLE 20 – APPLICABILITY OF LEGAL REQUIREMENTS

20.1 The requirements, which apply to the Workforce Area Grant Recipient and Agent as set forth in the Act, Federal Regulations and Departmental Instructions apply to all Contractors, which receive funds under this contract.

ARTICLE 21 – SANCTIONS

21.1 The State of New Jersey and/or the County of Gloucester may impose sanctions and corrective actions for violations of the Act, Federal Regulations, State and local law or grant terms and conditions.

ARTICLE 22 – COMPLIANCE WITH STATE LAWS

22.1 The Contractor assures that they will fully comply with all State laws regarding child labor, wages, workplace standards and classroom safety and health, and all other applicable State laws.

ARTICLE 23 - COMPLIANCE WITH FEDERAL LAWS

Applicant/Contractor shall comply with the following Federal Code/Regulations concerning the Environment:

- 23.1 Sec. 306- Clean Air Act (42 USC 1857(h))
- 23.2 Sec. 508- Clean Water Act (33 USC 1368)
- 23.4 Environmental Protection Regs. 40CFR Part 15
- 23.4 Energy Policy and Conservation Act 89 Stat. 891

ARTICLE 24 – PROGRAM INCOME

24.1 A Contractor may retain any program income earned through services rendered under this contract only if such income is added to the funds committed to the contract for youth services under WIA. Such income may only be used for WIA purposes and under the terms and conditions applicable to the use of contract funds. If the Contractor cannot use such income for WIA purposes, the Contractor shall return the program income not used to the County. The amount of program income earned by the Contractor must be reported to the County, whether retained or not.

GENERAL & ADMINISTRATIVE REGULATORY PROVISIONS

- Workforce Investment Act of 1998 (WIA and/or Act)
- Interim Final WIA Regulations, 20 CFR Part 664, published at 64 Fed. Reg. 18662, 18713 (April 15, 1999) and any amendments thereof
- Fair Labor Standards Act of 1938 (29 U.S.C. 203(m), as amended by the Minimum Wage Increase Act of 1996
- Personal Responsibility and Work Opportunity Reconciliation Act of 1996
- United States Department of Labor (NJDOL) rules, regulations and directives, on WIA
- Work Opportunity Tax Credit Program
- Conscientious Employee Protection Act, N.J.S.A. 34:19 – 1, et seq.
- Social Security Act (47 U.S.C. 301), et seq.
- WIA Non Discrimination Section 188 and Regulations at 29 CFR Part 37
- Migrant and Season al Farm Workers, 20 CFR 653
- New Jersey Health and Safety Standards
- Wagner Peyser Act, Chapter 41 of Title 38
- Architectural Barrier Act of 1968
- Section 503 and 504 of the Rehabilitation Act of 1973, as amended
- Allowable Costs Provision under the WIA, 20 CFR Part 652, et seq.
- New Jersey Worker Compensation Act
- American with Disabilities Act of 1990
- Uniform Administrative Requirements for State and Local Governments (as amended by the Act) 29 CFR Part 97
- New Jersey Treasury Circular 98-07
- Single Audit Act, 29 VFR Part 96 (as amended by OMB Circular A-133)
- OMB Circular A-87 Cost Principles (as amended by the Act)
- Local Public Contract Law, NJSA 40A:11-1 et seq.
- Local Government Ethics, NJSA 40A:9-22.1
- Federal/New Jersey Conflict of Interest (and directives)

ASSURANCES AND CERTIFICATIONS

- SF 424B – Assurances for Non-construction Programs
- 29 CFW Part 31, 32 – Nondiscrimination and Equal Opportunity Assurance (and regulations) Certification Regarding Lobbying (and regulations) CFR Part 98
- Drug Free Workplace and Debarment and Suspensions (and regulations) 29 CFR Part 98
- Prohibition on Nepotism, WIA interim regulation sec. 667.200 (g)

GRIEVANCE & DISCRIMINATION COMPLAINT PROCEDURES
FOR WIA PARTICIPANTS
Equal Opportunity is the Law

DISCRIMINATION COMPLAINT PROCEDURE

The Gloucester County Division of Workforce Development is prohibited from discriminating on the grounds of race, color religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship or participation in programs funded under the Workforce Investment Act (WIA) , in admission or access to , opportunity or treatment in, or employment in the administration of or in connection with, any WIA-funded program or activity. If you think that you have been subjected to discrimination under a WIA-funded activity, you may file a complaint within 180 days from the date of the alleged violation with the recipient's Equal Opportunity Officer (or the person designated for this purpose), or you may file a complaint directly with the Director, Directorate of Civil Rights (DCR), U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-4123, Washington, DC 20210. If you elect to file your complaint with the recipient, you must wait until the recipient issues a decision or until 60 days have passed, whichever is sooner, before filing with DCR (see address above). If the recipient has not provided you with a written decision within 60 days of the filing of the complaint, you need not wait for a decision to be issued, but may file a complaint with DCR within 30 days of the expiration of the 60-day period. If you are dissatisfied with the recipient's resolution of your complaint, you may file a complaint with DCR. Such complaint must be filed within 30 days of the date you received notice of the recipient's proposed resolution.

.....

GRIEVANCE COMPLAINT PROCEDURE

I. PHILOSOPHY

A prompt and objective review of participant dissatisfactions and an attempt to resolve them in an equitable manner are essential to productive and mutually beneficial relationships. Participants must have the opportunity to express their dissatisfaction and to have their views relating to training promptly and fully considered.

Within thirty (30) days of filing the grievance, a hearing will be held. The hearing procedure will include:

1. Written notice of the date, time, and place of the hearing, the manner in which it will be conducted, and the issues to be decided.
2. The opportunity for both parties to be represented by an attorney or other representative;
3. The opportunity to bring witnesses and documentary evidence. The educational institution shall cooperate in making available any persons under their control or employ, to testify, if such persons are requested to testify by the complainant, and to release requested documents, unless privacy laws or other laws intervene to take precedence. It shall also include:
 - a) The opportunity to question any witnesses or parties.
 - b) The right to an impartial hearing officer.
 - c) A verbatim or tape recording of the proceeding.
 - d) A written notice that the complainant is entitled to a hearing within 30 days of filing the grievance.

A final decision on the complaint shall be provided in writing to the complainant directly by the hearing officer within sixty (60) days of the filing of the complaint.

APPEAL PROCESS

A complainant has a right to an Administrative Review by the Commissioner of Labor if the decision is adverse or is not made within 60 days of the filing of the complaint.

A complainant must file the request for an Administrative Review with the Director of Employment and Training, Workforce New Jersey – Careers within 10 days of receiving the adverse decision or within 15 days of the date the decision should have been made by the Local Area (LA).

A complainant has the right to request a review by the Commissioner of Labor and by the Secretary of State if the State does not render a decision within sixty (60) days of the filing of the complaint/grievance. A federal review is confined to allegations of violation of law under the WIA.

Each request should be submitted to:

New Jersey Department of Labor and Workforce Development
Deputy Assistant Director, Division of One Stop Programs and Services
P.O. Box 055
Trenton, New Jersey 08625-0055

I have read and acknowledge receipt of a copy of the above procedures.

Applicant's Signature

Date

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**RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS
NECESSARY TO APPLY FOR THE COUNTY ENVIRONMENTAL HEALTH ACT
GRANT FROM JULY 1, 2013 TO JUNE 30, 2014 FOR AN AMOUNT OF \$159,000.00**

WHEREAS, the County of Gloucester (hereinafter the "County") desires to renew the County Environmental Health Act (CEHA) grant, which supports services provided on behalf of DEP, including hazardous material, emergency response, water and noise pollution prevention through a Grant renewal and;

WHEREAS, the grant application for renewal is for the CEHA 12 month funding cycle; and

WHEREAS, the funds requested from the State of New Jersey, Department of Environmental Protection (DEP), are in the amount of \$159,000.00; and

WHEREAS, the County's Department of Health, Senior and Disability Services reviews all data supplied or to be supplied in the application renewal and in its attachments, and certifies to the Board of Chosen Freeholders of the County that all data contained in the application and in its attachments is true and correct; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director is hereby authorized to execute and the Clerk is hereby authorized to attest to any documents necessary to apply to the New Jersey Department of Environmental Protection for the grant entitled CEHA in the amount of \$159,000.00 from July 1, 2013 to June 30, 2014; and

BE IT FURTHER RESOLVED that upon receipt of the fully executed application for grant funds from the New Jersey Department of Environmental Protection, the funds will be used pursuant to the terms of said agreement between the County of Gloucester and the New Jersey Department of Health, Senior and Disability Services for the CEHA Grant in the amount of \$159,000.00 for the period beginning July 1, 2013 and concluding June 30, 2014; and

BE IT FUTHER RESOLVED that the Gloucester County Department of Health, Senior and Disability Services will be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey, held on Wednesday, December 4, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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GRANT REQUEST FORM

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

DATE: 11/01/2013

1. TYPE OF GRANT
 NEW GRANT
 X RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 321

2. GRANT TITLE: C.E.H.A.

3. GRANT TERM: FROM: 07/01/13 TO: 06/30/14

4. COUNTY DEPARTMENT: Health and Senior Services

5. DEPT. CONTACT PERSON & PHONE NUMBER: Karen Christina 218-4134

6. NAME OF FUNDING AGENCY: NJ DEP

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Supports services provided on behalf of DEP, including hazardous material, emergency response, water and noise pollution prevention.

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

NAME	AMOUNT	NAME	AMOUNT
<u>Wendy Carey</u>	<u>\$88,400.00</u>	<u>Gia Baylor</u>	<u>26,950</u>
<u>Patty Downey</u>	<u>\$43,650.00</u>		

9. TOTAL SALARY CHARGED TO GRANT: \$ 159,000.

10. INDIRECT COST (IC) RATE: N/A %

11. IC CHARGED TO GRANT \$ -0-

12. FRINGE BENEFIT RATE CHARGED TO GRANT: N/A %

13. DATE APPLICATION DUE TO GRANTOR November 15, 2013

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	_____	
CASH MATCH		_____ (Attach Documentation)
IN-KIND MATCH	_____	_____
TOTAL PROGRAM BUDGET: \$ <u>159,000.00</u>		

15. DID YOU READ THE GRANT/CONTRACT AND UNDERSTAND ITS TERMS?
 YES NO

16. HAS THE DESCRIPTION BEEN E-MAILED TO THE COUNTY GRANTS COORDINATOR, WHO WILL FORWARD IT TO THE CLERK OF THE BOARD. lcerny@co.gloucester.nj.us

DEPARTMENT HEAD: _____
Signature

DATE: _____

Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: _____

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. _____
Signature

2. _____
Signature

Revised: 9/22/03

Budget Breakdown:

Salaries \$159,000.



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BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

FREEHOLDER LIAISON
Vincent H. Nestore Jr.



DEPARTMENT OF HUMAN
SERVICES

DIRECTOR
Lisa A. Cerny

P.O. Box 337
Woodbury, NJ 08096

Phone: 856.384.6870
Fax: 856.384.0207
lcerny@co.gloucester.nj.us

www.gloucestercountynj.gov

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

TO: KAREN CHRISTINA
DEPARTMENT: HEALTH, SENIOR & DISABILITY SERVICES
GRANT TITLE: COUNTY ENVIRONMENTAL HEALTH ACT
(C.E.H.A.)

DATE: NOVEMBER 21, 2013

CERTIFICATION LETTER

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

REVIEWED BY: _____
REVIEWED BY: Lisa A. Cerny
Grants Coordinator

FREEHOLDER MEETING: DECEMBER 4, 2013

GRANT REQUEST FORM

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

DATE: 11/01/2013

1. TYPE OF GRANT
NEW GRANT
 RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 321
2. GRANT TITLE: C.E.H.A.
3. GRANT TERM: FROM: 07/01/13 TO: 06/30/14
4. COUNTY DEPARTMENT: Health and Senior Services
5. DEPT. CONTACT PERSON & PHONE NUMBER: Karen Christina 218-4134
6. NAME OF FUNDING AGENCY: NJ DEP
7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Supports services provided on behalf of DEP, including hazardous material, emergency response, water and noise pollution prevention.
8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK " * "):

NAME	AMOUNT	NAME	AMOUNT
<u>Wendy Carey</u>	<u>\$88,400.00</u>	<u>Gia Baylor</u>	<u>26,950</u>
<u>Patty Downey</u>	<u>\$43,650.00</u>		
9. TOTAL SALARY CHARGED TO GRANT: \$ 159,000.
10. INDIRECT COST (IC) RATE: N/A %
11. IC CHARGED TO GRANT \$ -0-
12. FRINGE BENEFIT RATE CHARGED TO GRANT: N/A %
13. DATE APPLICATION DUE TO GRANTOR November 15, 2013

BUDGET AMENDMENT FORM

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

DATE: 11/01/13

1. GRANT TITLE: C.E.H.A.
2. DEPARTMENT: Health, Senior and Disability Services
3. GRANT ID NUMBER: STATE: _____
FEDERAL: _____
4. FUNDING AGENCY CONTACT PERSON: Walter Beland
5. FUNDING AGENCY PHONE NUMBER: 609/292-1305
6. GRANT AMOUNT: \$159,000
7. A. CASH MATCH AMOUNT: _____
(Attach mandated documentation)
- B. IN-KIND MATCH: _____
- C. MODIFICATION AMOUNT _____
- D. NEW TOTAL: 159,000
8. CONTRACT PERIOD: FROM: 07/01/13 TO: 06/30/14
9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: _____
REIMBURSEMENT: MONTHLY: _____
QUARTERLY: X
END OF CONTRACT: _____
OTHER (EXPLAIN) _____
10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES _____ NO _____
ARE THEY MONTHLY _____ QUARTERLY X END OF CONTRACT _____
LIST DATES REPORTS ARE DUE: _____

11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES _____ NO X
(IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S)

12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES X NO _____
EXPLAIN: _____

13. PLEASE PROVIDE A BRIEF DISCIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: _____ County Environmental health Act Grant(CEHA) supports services provided on behalf of DEP, including hazardous material, emergency response, water and noise pollution prevention. _____

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL? YES _____ NO X

DEPARTMENT HEAD: Fanny Jones CPA
Signature

DATE: 11/13/2013

.....
Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: 11/13/2013 CAC

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. [Signature]
Signature.

2. _____
Signature

Revised: 9/12/01

In Kind Match

Holtaway 72,000

Schneider 20,780

92,780

Budget

101 Salaries 159,000

2009 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS

299 OTHER OUTSIDE SERVICES

Shared services between GCIA and Gloucester County Department of Health and Senior services to implement a tire clean up program. This program to be administered by the GCIA and funds will pass through CEHA grant. \$ 150,000

Total \$ 150,000

Form C-2

Department Code__ 3300

Submission Date__ 4/27/2009

Department: Health & Senior Services Revision Date _____

2004 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS

430 FOOD

Reimbursement for hospitality cost of CEHA meeting held at the Health Ctr. 1,400
Hospitality cost for the air training (CARB)

Total \$ 1,400

Form C-2

Department Code__ 3300

Submission Date__ 6/28/2004

Department: Health & Senior Services Revision Date _____

Christina, Karen

From: Morris, Thomas [Thomas.Morris@dep.state.nj.us]
Sent: Monday, October 21, 2013 3:46 PM
To: Schneider, Don; Christina, Karen
Subject: 2014 Core Contract Worksheet
Attachments: Glou 2014.xlsx

Don/ Karen - Attached please find the worksheet for your 2014 core contract. Please look over the figures and if you need any monies moved please let me know as soon as possible. If acceptable, as is, also let me know, Thanks, Tom

Thomas W. Morris
New Jersey Department of Environmental Protection
Division of Air and Hazardous Materials Enforcement
Bureau of Local Environmental Management
401 East State Street
Mail Code 401-04N
P.O. Box 420
Trenton, NJ 08625-0420
Phone 609-292-3282
Fax 609-633-0632

Gloucester County: 2014 CEHA Contract Worksheet

Budget Categories

Salaries:	150,000.00
Salaries Supplemental	5,000.00
NJEMS Support	4,000.00

Total CEHA Grant: \$ 159,000.00

SW Fee Projected: \$89200

NM = Non-matching

EQEF \$0

Base = 150,000

RESOLUTION AUTHORIZING APPLICATION FOR THE RENEWAL OF THE PERSONAL ASSISTANCE SERVICES PROGRAM GRANT WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES, DIVISION OF DISABILITY SERVICES FROM JANUARY 1, 2014 TO DECEMBER 31, 2014 IN THE AMOUNT OF \$435,000.00

WHEREAS, there is a need for the County of Gloucester to apply for the 2014 contract renewal of the Personal Assistance Services Program (PASP) Grant, to continue to providing personal assistance to New Jersey residents between the ages of 18 and 70 who have chronic physical disabilities and are self-directing with the New Jersey Department of Human Services, Division of Disability Services; and

WHEREAS, the grant is for the total amount of \$435,000.00 with the term of January 1, 2014 through December 31, 2014 and will be allocated as follows:

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the application with the New Jersey Department of Human Services, Division of Disability Services for the 2014 contract renewal of the Personal Assistance Services Program (PASP) Grant, for the total amount of \$435,000.00, from January 1, 2014 to December 31, 2014; and

BE IT FURTHER RESOLVED, in the event additional funding is awarded as a result of the failure of other eligible Counties to apply, all such additional funding will be utilized on a program of PASP for the fiscal year 2014 in accordance with Grant requirements and all other conditions of this application; and

BE IT FURTHER RESOLVED, that funding by the County is subject to approval of the 2014 Gloucester County Budget.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, December 4, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK



D2

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damming

FREEHOLDER LIAISON
Vincent H. Nestore Jr.



DEPARTMENT OF HUMAN
SERVICES

DIRECTOR
Lisa A. Cerny

P.O. Box 337
Woodbury, NJ 08096

Phone: 856.384.6870

Fax: 856.384.0207

lcerny@co.gloucester.nj.us

www.gloucestercountynj.gov

TO: LEONA MATHER

DEPARTMENT: HEALTH, SENIOR & DISABILITY SERVICE

GRANT TITLE: PERSONAL ASSISTANCE SERVICES
PROGRAM (P.A.S.P.)

DATE: NOVEMBER 21, 2013

CERTIFICATION LETTER

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

REVIEWED BY: _____

REVIEWED BY: Lisa A. Cerny
Grants Coordinator

FREEHOLDER MEETING: DECEMBER 4, 2013

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

STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES

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

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

PROMULGATED: June 30, 2010

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

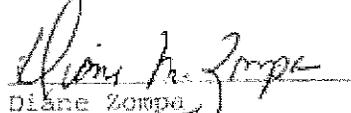
I. SCOPE

This policy circular applies to all Contracts.

II. POLICY

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

Issued by:


Diane Zompa
Chief of Staff
Department of Human Services


Howard Mass, Director
Office of Administration

STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES

STANDARD LANGUAGE DOCUMENT
FOR SOCIAL SERVICE AND TRAINING CONTRACTS

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

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

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

THEREFORE the Department and the Provider Agency agree as follows:

I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. BASIC OBLIGATIONS OF THE DEPARTMENT

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

conducted under Section 3.13 Audit or on the basis of any Department monitoring or evaluation of the Contract.

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

III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

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

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

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

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

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

(June, 2010)
(Page)

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

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

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

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

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

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

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

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

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

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

If awarded a contract, the Contractor/Bidder will, on a continuing basis, continue to report any Contribution it makes during the term of

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the contract, and any extension(s) thereof. Failure to do so will result in termination of the contract and could result in the debarment from public contracting of the Contractor/Bidder for a period of up to five years.

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

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

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

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

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

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

The Provider Agency or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a

notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this Act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 (N.J.A.C. 17:27).

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

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

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

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

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

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

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

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

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

In addition, any State funds in excess of \$2,000 utilized through a subsequent Provider Agency contract or subcontract for any public work in which the Department is a party, or for public work to be done on property or premises leased or to be leased by the Department shall comply with the NJ Prevailing Wage Act, N.J.S.A. 34:11-56.27. Such contracts or subcontracts shall contain a provision stating that the prevailing wage rate, as designated by the New Jersey Commissioner of Labor, must be paid to all designated classes of workers employed through said contracts or subcontracts. The Provider Agency must

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determine if the New Jersey Prevailing Wage Act applies and follow all directives per N.J.S.A. 34:11-56 et seq.

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

IV. Expiration, Non-Renewal and/or Termination

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

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

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

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

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

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

The above notwithstanding, the Department may immediately upon Notice terminate the Contract prior to its expiration, in whole or in part, whenever it is determined that the Provider Agency has jeopardized the safety and welfare of the Department's clients, materially failed to comply with the terms and conditions of the

Contract, or whenever the fiscal or programmatic integrity of the Contract has been compromised. The Notice of Termination shall state the reason for the action(s); the Provider Agency's informal review options, time frames and procedures; the effective date of the Termination; and the fact that a request for a review of the decision for action(s) does not preclude the determined action(s) from being implemented.

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

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

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

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

V. ADDITIONAL PROVISIONS

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

Section 5.02 Assignment and Subcontracts. This Contract, in whole or in part, may not be assigned by the Provider Agency or assumed by another entity for any reason, including but not limited to changes in the corporate status of the Provider Agency, without the prior written consent of the Department. Upon prior written notice of a proposed assignment, the Department may: (1) approve the assignment and continue the Contract to term; (2) approve the assignment conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the Department; or (3) disapprove the assignment

and either terminate the Contract or continue the Contract with the original Provider Agency.

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

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

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

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

The Provider's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from the acts occurring prior to termination.

Section 5.05 Insurance. The Provider Agency shall maintain adequate insurance coverage. The State of New Jersey, Department of

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

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

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

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

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

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

Section 5.10 Copyrights. The State of New Jersey reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use any work or materials developed under a Department or

federally funded contract or subcontract. The Department also reserves the sole right to authorize others to reproduce, publish or otherwise use any work or materials developed under said contract or subcontract.

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

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

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

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

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

As such, the Provider Agency acknowledges that it is an independent contractor, providing services to the Department of Human Services, typically through a contract-for-services agreement. As independent contractors, Provider Agencies are responsible for the

organization's overall functions which includes the overseeing and monitoring of its operations, establishing the salary and benefit levels of its employees, and handling all personnel matters as the employer of its workers.

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

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

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

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

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

No Provider Agency may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Provider Agency to,

any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

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

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

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

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

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

Full-time Salary Compensation Limitation Schedule

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

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

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

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

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

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

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

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

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

Section 5.17 Salary Compensation Limitation for Physician and Advanced Practice Nurses. The amounts paid under this contract to the

Provider Agency to compensate Physicians and Advanced Practice Nurses are subject to the following conditions:

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

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

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

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

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

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

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

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

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

Section 5.20 Compensation Limitation for Employee Travel Expenses. The amounts paid under this contract to the Provider Agency for staff travel including; conference and registration fees, mileage reimbursement, meals and incidental expenses (M&IE), parking, and overnight lodging accommodations for employees who are compensated in whole or in part under this contract are subject to the following conditions:

(i) General Provisions:

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

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

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

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

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

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

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

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

(i) No monies paid to the Provider Agency under the contract shall be used for any costs incurred by the Provider Agency's employees to attend any educational courses including tuition, textbooks,

supplies, etc. unless such courses are required by the contract or for program licensure, certification, and/or Medicaid standards; or;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) odometer reading exceeds 125,000;

(b) vehicle age is 10 years or older;

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

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

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

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

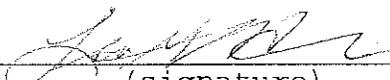
(iii) If the Provider Agency receives approval to purchase a vehicle, the maximum cost of the vehicle including all dealer fees and charges may not exceed \$25,000 per vehicle. This limitation excludes passenger vans, or specialized and adaptive vehicles for handicapped consumers.

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

CONTRACT SIGNATURES AND DATES

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

This Contract contains 22 pages and is the entire agreement of the parties. Oral evidence tending to contradict, amend or supplement the Contract is inadmissible; the parties having made the Contract as the final and complete expression of their agreement.

BY: 
(signature)

BY: _____
(signature)

Leona G. Mather

Joseph M. Amoroso

TITLE: Division Head

TITLE: Director

PROVIDER
AGENCY: Gloucester County
Division of Disability
Services

DEPARTMENTAL
COMPONENT: Division of Disability
Services

DATE: November 13, 2013

DATE: _____

Contract Effective Date: January 1, 2014

Contract Expiration Date: December 31, 2014

Contract Number: 14ARHS

Contract Ceiling: \$43,500.

Federal ID#: 21-6000660

Provider Contact Individual: Leona G. Mather, Division Head

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

[X] ORIGINAL
[] MODIFICATION

PROVIDER: Gloucester County Division of Disability Services
 CONTRACT #: 14ARHS
 FROM Jan-01-2014 TO Dec-31-2014
 UNIT OF SERVICE: (1) _____ (2) _____ (3) _____ (4) _____ (6) _____ (7) _____

SERVICE PERIOD MONTH YEAR	COMPONENT PASP	COMPONENT	COMPONENT	COMPONENT	COMPONENT	COMPONENT	COMPONENT	ESTIMATED TOT MONTHLY
JAN	\$3,625.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,625.00
FEB	\$3,625.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,625.00
MAR	\$3,625.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,625.00
APR	\$3,625.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,625.00
MAY	\$3,625.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,625.00
JUNE	\$3,625.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,625.00
JULY	\$3,625.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,625.00
AUG	\$3,625.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,625.00
SEPT	\$3,625.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,625.00
OCT	\$3,625.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,625.00
NOV	\$3,625.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,625.00
DEC	\$3,625.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,625.00
TOTALS	\$43,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43,500.00

AGENCY AUTHORIZED SIGNATURE: _____
 DATE: _____

Leona G. Mather

DDS USE ONLY
 COST RELATED _____ NON COST RELATED _____
 Reimbursement: _____
 _____ periodic on report expenditures
 _____ installments
 _____ provisional rate

EXPENDITURE SUMMARY: NONE MONTHLY QTRLY OT
 ADVANCE PAYMENT: NONE MONTH(S)
 CONTRACT REIMBURSABLE CEILING 43,500

ION

CLAIMS
ALS

YTD

\$3,625.00
\$7,250.00
\$10,875.00
\$14,500.00
\$18,125.00
\$21,750.00
\$25,375.00
\$29,000.00
\$32,625.00
\$36,250.00
\$39,875.00
\$43,500.00
\$43,500.00

THIR

STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES

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

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

PROMULGATED: June 30, 2010

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

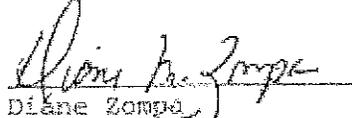
I. SCOPE

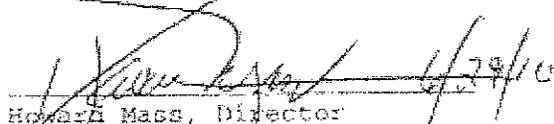
This policy circular applies to all Contracts.

II. POLICY

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

Issued by:


Diane Zoppa
Chief of Staff
Department of Human Services


Howard Mass, Director
Office of Administration

STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES

STANDARD LANGUAGE DOCUMENT
FOR SOCIAL SERVICE AND TRAINING CONTRACTS

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

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

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

THEREFORE the Department and the Provider Agency agree as follows:

I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. BASIC OBLIGATIONS OF THE DEPARTMENT

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

conducted under Section 3.13 Audit or on the basis of any Department monitoring or evaluation of the Contract.

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

III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

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

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

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

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

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

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(Page)

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

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

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

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

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

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

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

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

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

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

If awarded a contract, the Contractor/Bidder will, on a continuing basis, continue to report any Contribution it makes during the term of

the contract, and any extension(s) thereof. Failure to do so will result in termination of the contract and could result in the debarment from public contracting of the Contractor/Bidder for a period of up to five years.

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

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

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

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

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

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

The Provider Agency or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a

notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this Act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 (N.J.A.C. 17:27).

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

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

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

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

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

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

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

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

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

In addition, any State funds in excess of \$2,000 utilized through a subsequent Provider Agency contract or subcontract for any public work in which the Department is a party, or for public work to be done on property or premises leased or to be leased by the Department shall comply with the NJ Prevailing Wage Act, N.J.S.A. 34:11-56.27. Such contracts or subcontracts shall contain a provision stating that the prevailing wage rate, as designated by the New Jersey Commissioner of Labor, must be paid to all designated classes of workers employed through said contracts or subcontracts. The Provider Agency must

(June, 2010)
(Page)

determine if the New Jersey Prevailing Wage Act applies and follow all directives per N.J.S.A. 34:11-56 et seq.

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

IV. Expiration, Non-Renewal and/or Termination

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

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

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

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

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

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

The above notwithstanding, the Department may immediately upon Notice terminate the Contract prior to its expiration, in whole or in part, whenever it is determined that the Provider Agency has jeopardized the safety and welfare of the Department's clients, materially failed to comply with the terms and conditions of the

Contract, or whenever the fiscal or programmatic integrity of the Contract has been compromised. The Notice of Termination shall state the reason for the action(s); the Provider Agency's informal review options, time frames and procedures; the effective date of the Termination; and the fact that a request for a review of the decision for action(s) does not preclude the determined action(s) from being implemented.

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

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

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

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

V. ADDITIONAL PROVISIONS

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

Section 5.02 Assignment and Subcontracts. This Contract, in whole or in part, may not be assigned by the Provider Agency or assumed by another entity for any reason, including but not limited to changes in the corporate status of the Provider Agency, without the prior written consent of the Department. Upon prior written notice of a proposed assignment, the Department may: (1) approve the assignment and continue the Contract to term; (2) approve the assignment conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the Department; or (3) disapprove the assignment

and either terminate the Contract or continue the Contract with the original Provider Agency.

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

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

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

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

The Provider's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from the acts occurring prior to termination.

Section 5.05 Insurance. The Provider Agency shall maintain adequate insurance coverage. The State of New Jersey, Department of

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

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

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

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

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

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

Section 5.10 Copyrights. The State of New Jersey reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use any work or materials developed under a Department or

federally funded contract or subcontract. The Department also reserves the sole right to authorize others to reproduce, publish or otherwise use any work or materials developed under said contract or subcontract.

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

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

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

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

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

As such, the Provider Agency acknowledges that it is an independent contractor, providing services to the Department of Human Services, typically through a contract-for-services agreement. As independent contractors, Provider Agencies are responsible for the

organization's overall functions which includes the overseeing and monitoring of its operations, establishing the salary and benefit levels of its employees, and handling all personnel matters as the employer of its workers.

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

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

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

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

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

No Provider Agency may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Provider Agency to,

any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

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

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

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

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

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

Full-time Salary Compensation Limitation Schedule

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

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

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

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

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

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

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

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

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

Section 5.17 Salary Compensation Limitation for Physician and Advanced Practice Nurses. The amounts paid under this contract to the

Provider Agency to compensate Physicians and Advanced Practice Nurses are subject to the following conditions:

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

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

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

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

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

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

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

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

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

Section 5.20 Compensation Limitation for Employee Travel Expenses.

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

(i) General Provisions:

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

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

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

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

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

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

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

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

(i) No monies paid to the Provider Agency under the contract shall be used for any costs incurred by the Provider Agency's employees to attend any educational courses including tuition, textbooks,

supplies, etc. unless such courses are required by the contract or for program licensure, certification, and/or Medicaid standards; or;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) odometer reading exceeds 125,000;

(b) vehicle age is 10 years or older;

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

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

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

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

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

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

CONTRACT SIGNATURES AND DATES

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

This Contract contains 22 pages and is the entire agreement of the parties. Oral evidence tending to contradict, amend or supplement the Contract is inadmissible; the parties having made the Contract as the final and complete expression of their agreement.

BY: 
(signature)

BY: _____
(signature)

Leona G. Mather

Joseph M. Amoroso

TITLE: Division Head

TITLE: Director

PROVIDER
AGENCY: Gloucester County
Division of Disability
Services

DEPARTMENTAL
COMPONENT: Division of Disability
Services

DATE: November 13, 2013

DATE: _____

Contract Effective Date: January 1, 2014

Contract Expiration Date: December 31, 2014

Contract Number: 14ARHS

Contract Ceiling: \$43,500.

Federal ID#: 21-6000660

Provider Contact Individual: Leona G. Mather, Division Head

State of New Jersey
DEPARTMENT OF HUMAN SERVICES

BUSINESS ASSOCIATE AGREEMENT between the New Jersey Department Human Services and Gloucester County Division of Disability Services (Agency/Vendor.) for Contract Number 14ARHS.

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

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

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

A. Definitions:

1. The terms specified below shall be defined as follows:
 - a. "Business associate" shall mean s a person or entity, other than a member of the workforce of a covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to protected health information. This definition is also applicable to a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate.
 - b. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall the New Jersey Department of Human Services.
 - c. "Agreement" shall mean this Business Associate Agreement.
 - d. "Breach" shall mean the unauthorized acquisition, access, use or disclosure of Protected Health Information in a manner not permitted by the Privacy Rule or the Security Rule, which compromises the security of such Protected Health Information. Breach shall exclude such acquisition, access, use or disclosure described in 45 CFR Section 164.402.

- e. "Designated Record Set" shall mean a group of records maintained by or for the Covered Entity that is the medical records and billing records of individuals maintained by or for the Covered Entity; and the enrollment, payment, claims, adjudication, and case or medical management record systems maintained by or for the Covered Entity, or used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
- f. "HIPAA" shall mean the Health Insurance Portability and Accountability Act.
- g. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including but not limited to, the Privacy Rule and the Security Rule, and shall include the regulations codified at 45 CFR Parts 160, 162 and 164.
- h. "HITECH" shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A of the American Recovery and Reinvestment Act of 2009, P.L. 111-005.
- i. "Individual" shall mean the person who is the subject of the Protected Health Information and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- j. "Notice of Privacy Practices" shall mean the Notice of Privacy Practices required by 45 CFR 164.520, provided by Covered Entity to Individuals.
- k. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.
- l. "Protected Health Information (PHI)" shall mean individually identifiable health information that is transmitted by electronic media or transmitted or maintained in any other form or medium.
- m. "Record" shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminate by or for a Covered Entity.
- n. "Required by Law" shall have the same meaning as in 45 CFR 164.501.
- o. "Secretary" shall mean the Secretary of the United States Department of Health & Human Services or his designee.
- p. "Security Rule" shall mean the Standards for Security for the Protection of Electronic Protected Health Information, codified at 45 CFR parts 160, 162 and 164.

2. All other terms used herein shall have the meaning specified in the Privacy Rule or in the absence of if no meaning is specified, shall have their plain meaning.

B. Obligations and Activities of Business Associate

1. Business Associate may use PHI for the following functions, activities, or services for or on behalf of Covered Entity provided that such use would not violate this Agreement, the HIPAA regulations the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity. In the event that this Agreement conflicts and any other written agreement made between the parties, relating to the exchange of PHI, this Agreement shall control. Business Associate's access to and use of the PHI is limited to the provision of services by the Business Associate on behalf the Covered Entity set forth in the contract between the Business Associate and the Covered Entity.
2. Business Associate may further disclose PHI to a subcontractor/person for the proper management and administration of Business Associate, provided that such disclosure is Required by Law, or would not violate this Agreement, the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity, and Business Associate executes an additional business associates agreement as Required by Law or for the purpose for which it was disclosed to the person, and the subcontractor/person notifies Business Associate of any instances of which it is aware in which PHI has been disclosed. In the event that this agreement conflicts with any other agreement relating to the access or use of PHI, this agreement shall control.
3. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law. In the event that this agreement conflicts with any other agreement relating to the access or use of PHI, this agreement shall control.
4. Business Associate agrees to implement and use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities.
5. Business Associate agrees to take prompt corrective action to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
6. Business Associate agrees to notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, or the Privacy Rule, or of any suspected or actual breach of security or intrusion whenever it becomes aware within twenty-four hours of Business Associate becoming aware of such use, disclosure or suspected or actual breach of security or intrusion. Business Associate further agrees to take prompt

corrective action to cure or mitigate any harmful effects of any such use, disclosure, or actual or suspected breach of security of intrusion.

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

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

15. Business Associate shall implement administrative, physical and technical safeguards that protect the confidentiality, integrity, and availability of PHI in compliance with the Security Rule.
16. Business Associate shall report all security incidents, as defined by the Security Rule, within twenty-four hours of becoming aware of such actual or suspected security incident.
17. Sections 164.308, 164.312 and 164.316 of Title 45, Code of Federal Regulations, apply to Business Associate in the same manner as such sections apply to the Covered Entity. The HITECH requirements that relate to security, and that are applicable to the Covered Entity, shall also be applicable to the Business Associate and are incorporated into this Agreement by reference.
18. In the event of an actual or suspected breach, Business Associate shall provide Covered Entity with a written report, as soon as possible but not later than five ("5") days after the breach/suspected breach became known. The report shall include, to the extent available: a) the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the breach; b) a brief description of what happened, including the date of the breach and the date of the discovery, if known; c) a description of the types of unsecured PHI involved in the breach; d) any steps individuals affected by the breach should take to protect themselves from potential harm resulting from the breach; and e) a description of what Business Associate is doing to investigate the breach, mitigate harm to the individual(s), and protect against future breaches. In addition, the business Associate shall, at the request of the Covered Entity, provide breach notification required by HITECH.

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

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

D. Term of Business Associate Agreement

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

terminate this Agreement and require that Business Associate fully comply with the procedures specified in subsection 3, below.

- b. Immediately terminate the Contract and require that Business Associate fully comply with the procedures specified in subsection 3, below, if Business Associate has breached a material term of this Agreement and Covered Entity has determined, in its sole discretion, that cure is not possible, or
- c. If neither termination nor cure is feasible, as determined by Covered Entity in its sole discretion, Covered Entity shall report the violation to the Secretary.

3. Effect of Breach of this Agreement.

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

E. Indemnification and Release

- 1. Business Associate shall assume all risk and responsibility for, and agrees to indemnify, defend and save harmless Covered Entity, its officers, agents and employees and each and every one of them, from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs (including attorneys fees

and costs and court costs), expenses in connection therewith, on account of loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from Business Associate's use or misuse of PHI or from any action or inaction of Business Associate or its officers, employees, agents or contractors with regard to PHI or the requirements of this Agreement or the Privacy Rule. The provision of this indemnification clause shall in no way limit the obligations assumed by Business Associate under this Agreement, nor shall they be construed to relieve Business Associate from any liability nor preclude Covered Entity from taking any other actions available to it under any other provisions of this Agreement, the Privacy Rule or at law.

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

F. Miscellaneous

1. A reference in this Agreement to a section of the Privacy Rule means the section as in effect or, it may be amended or interpreted by a court of competent jurisdiction.
2. Business Associate and Covered Entity agree to take such action as is necessary to amend this Agreement from time to time in order that Covered Entity can continue to comply with the requirements of the Privacy Rule and HIPAA and case law that interprets the Privacy Rule or HIPAA. All such amendments shall be in writing and signed by both parties. Business Associate and Covered Entity agree that this Agreement may be superseded by a revised Business Associate Agreement executed between the parties after the effective date of this Agreement.

3. The respective rights and obligations of Business Associate and Covered Entity under Section D, "Term of Business Associate Agreement", above, shall survive the termination of the Contract. The respective rights and obligations of Business Associate and Covered Entity under Section E, "Indemnification", and Section B(11), "Internal Practices", above, shall survive the termination of this Agreement.
4. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and HIPAA, as it may be amended or interpreted by a court of competent jurisdiction.
5. Nothing expressed or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Business Associate and Covered Entity, and any successor state agency to Covered Entity, any rights, remedies, obligations or liabilities whatsoever.
6. Any notices to be given hereunder shall be made via Regular and Certified US Mail, Return Receipt Requested, and if possible, by facsimile to the addresses and facsimile members listed below:

Business Associate: Gloucester County Division of Disability Services

115 Budd Boulevard

West Deptford, NJ 08096

Facsimile # 856-384-6849

Covered Entity: 1. Privacy Officer

Harry J. Pizutelli, Administrator of Assistance Programs

Division of Disability Services, P. O. Box 705

Trenton, NJ 08625-705

Facsimile # (609) 631-4365

2. Director of (specify Division)

Joseph M. Amoroso, Director

Division of Disability Services, P. O. Box 705

Trenton, NJ 08625-705

Facsimile# (609) 631-4365

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

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

Covered Entity:

Business Associate:

Signature



Signature

Joseph M. Amoroso
Printed Name

Leona G. Mather
Printed Name

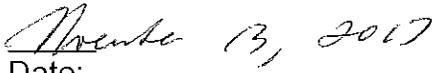
Director
Title

Division Head
Title

Division of Disability Services
Agency

Gloucester County Division of Disability Services
Agency

Date:


Date:

ADDENDUM

ANNEX A
PROGRAM INFORMATION SECTION

AGENCY NAME: Gloucester County Division of Disability Service

PROGRAM NAME: Personal Assistance Services Program (PASP)

CONTRACT TERM: 1-1-14 to 12-31-14

CONTRACT #: 14ARHS

I. SERVICE TO BE PROVIDED:

The Gloucester County Personal Assistance Services Program (PASP) currently provides personal assistance services to 20 consumers, ages 18 to 70 that are working, going to school or volunteering in the community.

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

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

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

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

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

II. PROGRAM GOAL:

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

III. TARGET POPULATION:

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

IV. PROGRAM DESCRIPTION:

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

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

V. ACCESS TO PROGRAM SERVICE:

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

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

VI. PROGRAM OBJECTIVES:

a. Outcome Objective(s)

The objective of PASP in Gloucester County is to continue the outreach and service to the greatest number of consumers that the budget allows. The annual operating budget for FY 2014 is \$ 352,350 direct service to consumers, \$43,500 Administrative Fee to Gloucester County and \$39,150 Administrative Fee to Community Access Unlimited (CAU) for a total grant amount of \$435,000

VII. MEASUREMENT:

a. Outcome Objective(s)

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

b. Level of Service Objective(s)

Monthly PASP case reports are completed by CAU. The County Office continues to provide monthly contract reports and well as quarterly fiscal reports.

VII. PROGRAM CHANGES/IMPROVEMENTS:

a. Outcome Objective(s)

- All consumers successfully receiving services since August of 2012 in the "Cash Model".

b. Level of Service Objective(s)

- Gloucester County PASP currently maintains 20 consumers with a waiting list of two.

c. Program Improvements/Changes/Goals

- To continue to monitor the program in compliance with PASP legislation.
- Maintain communication with the State Office of Disability Services and the fiscal intermediary, CAU.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the polici(es) must be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Conner Strong & Buckelew MEL/JIF Underwriting Unit 9 Campus Drive, Suite 16 Parsippany, NJ 08754	CONTACT NAME: Joseph P Hrubash
	PHONE (A/C, No Ext): (973) 659-6577 FAX (A/C, No Ext): (856) 830-1455 EMAIL ADDRESS: jhrubash@connerstrong.com
INSURERS AFFORDING COVERAGE	
INSURED County of Gloucester 2 South Broad Street Woodbury, NJ 08096	INSURER A: Gloucester County Insurance Commission
	INSURER B: New Jersey Counties Excess JIF
	INSURER C: Underwriters at Lloyd's
	INSURER D: Wesco Insurance Company
	INSURER E: Safety National Casualty Company (Page 2)

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC	y		GLOC20143-10	1/1/2014	1/1/2015	EACH OCCURRENCE	\$ 250,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> ALL OWNED <input checked="" type="checkbox"/> NON-OWNED <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/>	N		GLOC20143-10	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (EA accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per accident)	\$ 250,000 \$ \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	y		NJCE20143-10	1/1/2014	1/1/2015	EACH OCCURRENCE AGGREGATE	\$ 250,000 \$
A	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			GLOC20143-10	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 250,000 \$ 250,000 \$ 250,000
C	Excess Liab	y		PK1019013	7/1/2013	1/1/2015	\$5,000,000 Per Occ XS of \$500,000; *	
B	WC & Emp Liab			NJCE20143-10	1/1/2014	1/1/2015	\$250,000 Excess of \$250,000	
D	WC & Emp Liab			WPP100369001	1/1/2014	1/1/2015	500,000 Per Occ XC of \$500,000;	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (attach ACORD 101, Additional Remarks Schedule, if more space is required)
 ANY ALTERATIONS WILL VOID THIS CERTIFICATE. * \$15,000,000 ANNUAL AGGREGATE

Certificate holder is additional insured where obligated by virtue of a written contract or written mutual aid agreement or other written agreement with the Named Assured, but only in respect to acts or operations by or on behalf of the Named Assured, and subject to the limitations on coverage contained in any such written contract or written mutual aid agreement or other written agreement with respects to (SEE PAGE 2)

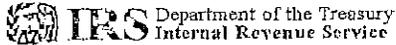
CERTIFICATE HOLDER State of New Jersey Department of Human Services PO Box 705 Trenton, NJ 08625-0705	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

DESCRIPTIONS (CONTINUED FROM PAGE 1)

Description of Operations Continuation:

Personal Assistance Services Program (PASP) contract #14ARHS, contract period 1/1/14 through 12/31/14. This certificate is needed for inclusion in the grant package.

Company E: XS Worker Compensation	Statutory x \$1,000,000
XS Employers Liability	\$5,000,000 x \$1,000,000
Policy Term: 7/1/13 to 1/1/15 Policy # SP4048950	



P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248126936
Nov. 25, 2008 LTR 4076C E0
21-6000660 000000 00 000
00015686
BODC: TE

COUNTY OF GLOUCESTER
% TREASURER OFFICE
PO BOX 337
WOODBURY NJ 08096-7337377

Federal Identification Number: 21-6000660
Person to Contact: Ms. Dalton
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This responds to your request for information about your federal tax status. Our records do not specify your federal tax status. However, the following general information about the tax treatment of state and local governments and affiliated organizations may be of interest to you.

GOVERNMENTAL UNITS

Governmental units, such as States and their political subdivisions, are not generally subject to federal income tax. Political subdivisions of a State are entities with one or more of the sovereign powers of the State such as the power to tax. Typically they include counties or municipalities and their agencies or departments. Charitable contributions to governmental units are tax-deductible under section 170(c)(1) of the Internal Revenue Code if made for a public purpose.

ENTITIES MEETING THE REQUIREMENTS OF SECTION 115(1)

An entity that is not a governmental unit but that performs an essential government function may not be subject to federal income tax, pursuant to Code section 115(1). The income of such entities is excluded from the definition of gross income as long as the income (1) is derived from a public utility or the exercise of an essential government function, and (2) accrues to a State, a political subdivision of a State, or the District of Columbia. Contributions made to entities whose income is excluded income under section 115 may not be tax deductible to contributors.

TAX-EXEMPT CHARITABLE ORGANIZATIONS

An organization affiliated with a State, county, or municipal government may qualify for exemption from federal income tax under section 501(c)(3) of the Code, if (1) it is not an integral part of the government, and (2) it does not have governmental powers inconsistent with exemption (such as the power to tax or to exercise enforcement or regulatory powers). Note that entities may meet the requirements of both sections 501(c)(3) and 115 under certain circumstances. See Revenue Procedure 2003-12, 2003-1 C.B. 316.

0248126936
Nov. 25, 2008 LTR 4076C E0
21-6000660 000000 00 000
00015687

COUNTY OF GLOUCESTER
% TREASURER OFFICE
PO BOX 337
WOODBURY NJ 08096-7337377

Most entities must file a Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code, to request a determination that the organization is exempt from federal income tax under 501(c)(3) of the Code and that charitable contributions are tax deductible to contributors under section 170(c)(2). In addition, private foundations and other persons sometimes want assurance that their grants or contributions are made to a governmental unit or a public charity. Generally, grantors and contributors may rely on the status of governmental units based on State or local law. Form 1023 and Publication 4220, Applying for 501(c)(3) Tax-Exempt Status, are available online at www.irs.gov/eo.

We hope this general information will be of assistance to you. This letter, however, does not determine that you have any particular tax status. If you are unsure of your status as a governmental unit or state institution whose income is excluded under section 115(1) you may seek a private letter ruling by following the procedures specified in Revenue Procedure 2007-1, 2007-1 I.R.B. 1 (updated annually).

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

e. COPY OF FEDERAL IRS DETERMINATION LETTER STATING
REG. SEC 1.501 TAX STATUS AND ID NUMBER

ST-4 (9-87,R-4)

STATE OF NEW JERSEY
DIVISION OF TAXATION
SALES TAX
EXEMPT USE CERTIFICATE
FORM ST-4

PURCHASER'S
CERTIFICATE OF AUTHORITY NUMBER

21-6000660/00

ELIGIBILITY NONREGISTERED
PURCHASER: SEE INSTRUCTIONS

To be completed by purchaser and given
to and retained by vendor. Read instructions
on back of this Certificate.

THIS CERTIFICATE MAY NOT BE USED
IN CONNECTION WITH THE
PURCHASE OF SERVICES

TO _____
(Name of Vendor)

Date _____

Address

City

State

Zip

The undersigned purchaser certifies that it is not required to pay the New Jersey Sales
and/or Use Tax on the purchase or purchases covered by this Certificate because the tangible
personal property purchased will be used for an exempt purpose.

The tangible personal property will be used for the following exempt purpose:

The exemption on the sale of the tangible personal property to be used for the above
described exempt purpose is provided in subsection N.J.S.A. 54:32B- 9a (See reverse
side for listing for principal exempt uses of tangible personal property and fill in the block
with proper subsection citation).

I, the undersigned purchaser, have read and complied with the instructions and rules promulgated pursuant
to the New Jersey Sales and Use Tax Act with respect to the use of the Exempt Use Certificate, and it is my
belief that the vendor named herein is not required to collect the sales or use tax on the transaction or
transactions covered by this Certificate. The undersigned purchaser hereby swears (under the penalties for
perjury and false swearing) that all of the information shown in this Certificate is true.

Gloucester County Purchasing Dept.

NAME OF PURCHASER (as registered with the Division of Taxation)

By

Clifford H. Hurd

(Signature of owner, partner, officer of corporation, etc.) or qualified officer of Agency

A VENDOR SHOULD READ AND
COMPLY WITH THE INSTRUCTIONS
GIVEN ON BOTH SIDES OF AN
EXEMPTION CERTIFICATE.

PO BOX #337, The County Bldg. 3rd Fl., Delaware St.,

(Address of Purchaser) Woodbury, NJ 08096

DDS Providers Only

DEPARTMENT OF HUMAN SERVICES
DIVISION OF DISABILITY SERVICES

SUBJECT: Annex A to Standard Language Purchase of
Service Contract

PURPOSE AND USE

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

RESPONSIBILITY FOR COMPLETING THE FORM

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

INSTRUCTIONS FOR COMPLETING ANNEX A

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

PART I - GENERAL AGENCY INFORMATION

SECTION I - IDENTIFICATION

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

Mailing Address Enter the mailing address of the provider agency.

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

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

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

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

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

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

Address Enter the mailing address of the chief executive officer.

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

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

Program Name Enter the name of the program.

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

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

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

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

SECTION II - AUTHORIZED SIGNATURES

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

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

SECTION III - SERVICE DAYS

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

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

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

PART II - PROGRAM OPERATIONSSECTION I - PROGRAM SUMMARY AND EVALUATION PLAN

This section is self explanatory.

SECTION II. UNIT OF SERVICE

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

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

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

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

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

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

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

SECTION III. MONTHLY CONTRACTED LEVEL OF SERVICE

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

Component Enter the type of service provided.

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

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

- Column 2. Poss. Serv. Days. For each contracts month, enter the number of days it would be possible to provide service if there were no holidays or training days in the month. Do not include weekends unless the program is usually open on weekends.
- Column 3. Non-Service Days (Hol.) Indicate the number of holidays (not to exceed 13 annually) on which service will not be provided in each month.
- Column 4. Non-Service Days (Trng. Days) Indicate the number of days in each month that service will not be provided due to training (not to exceed 2 annually).
- Column 5. Non-Funded Days If service will not be provided for a block of time beyond the holidays and training days within the contract period list these days as non-funded days.
- Column 6. Mthly. Serv. Days For each contract month, subtract the sum of columns 3, 4, and 5 from columns 2 to determine the actual monthly service days and enter this figure.
- Column 7. # Sp. Under Cont. Enter the number of spaces under contract each month.
- Column 8. Monthly Contracted L.O.S. Multiply each number in column 6 by the number in column 7. Enter the products in column 8.

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

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

PART III. - PROGRAM MANAGEMENT

SECTION I - ESSENTIAL DOCUMENTS

This Section is self explanatory.

SECTION II - PROGRAM COMPLIANCE CALENDAR

This section is completed by the DDS Field Coordinator.

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

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

DISTRIBUTION

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

ATTACHMENT A - PERSONNEL INFORMATION SHEET

PURPOSE AND USE

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

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

RESPONSIBILITY FOR COMPLETING THE FORM

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

INSTRUCTIONS FOR COMPLETING THE FORM

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

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

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

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

DISTRIBUTION

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

ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT
 Contract I.D. #14ARHS-01

I. GENERAL AGENCY INFORMATION

SECTION II. - AUTHORIZED SIGNATURES

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

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

ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT
Contract I.D. #14ARHS

PART I - GENERAL AGENCY INFORMATION

SECTION III - SERVICE DAYS

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

Sunday _____ - _____ Monday 8:30-4:30 Tuesday 8:30-4:30 Wednesday 8:30-4:30
Thursday 8:30-4:30 Friday8:30-4:30 Saturday _____ - _____

Emergency Provisions: As needed

Service will not be provided on the following:

<u>OCCASION</u>	<u>DATE(S)</u>
New Years Day	Wednesday, January 1, 2014
Martin Luther King's Birthday	Monday, January 20, 2014
Presidents Day	Monday, February 17, 2014
Good Friday	Friday, April 18, 2014
Memorial Day	Monday, May 26, 2014
Independence Day	Friday, July 4, 2014
Labor Day	Monday, September 1, 2014
Columbus Day	Monday, October 13, 2014
Election Day	Tuesday, November 4, 2014
Veterans Day	Tuesday, November 11, 2014
Thanksgiving	Thursday, November 27, 2014 Friday, November 28, 2014
Christmas	Thursday, December 25, 2014

ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT

PART II - PROGRAM OPERATIONS

Section I - PROGRAM SUMMARY AND EVALUATION PLAN

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

Include as a minimum:

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

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

- any change in the information requested above;
- how your agency has developed and made progress toward its goal in the past year; and
- how each recommendation of the program evaluations (e.g., self-evaluation, DDS evaluation, homemaker evaluation, etc.) of the previous contract will be addressed in the proposed contract.

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

ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT
 Contract I.D. #14ARHS-01

PART II - PROGRAM OPERATIONS

SECTION II - UNIT OF SERVICE

Unit of Service Definition(s) Hours

COMPONENTS	TYPE OF UNITS	TOTAL NUMBER OF UNITS	NUMBER OF CONTRACT UNITS	NUMBER OF UNDUPLICATED CLIENTS*	NUMBER OF OPTIONAL ENROLLEES
PASP	HOURS	23,490		20	

* where applicable

ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT

PART III - PROGRAM MANAGEMENT

SECTION 1 - ESSENTIAL DOCUMENTS

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

1. Annex A related essential documents

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

2. Annex B related essential documents

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

3. Other related essential documents

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

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

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

State of New Jersey
Department of Human Services

SUBJECT: Standardized Board Resolution Form

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

PROMULGATED: July 20, 2009

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

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

I. SCOPE

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

II. POLICY

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

A. Requirements for completion, updating and submission

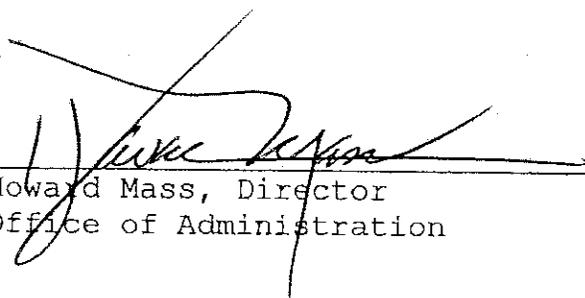
The Attachment I, Page 1 is to be completed by the Agency and the same for Attachment II.

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

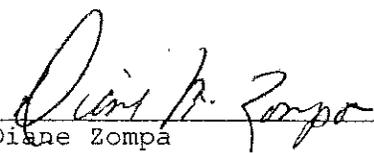
Resolution and submit it to the Departmental Component within 10 business days of the change unless otherwise specified in the DHS policy.

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

Issued by:



Howard Mass, Director
Office of Administration



Diane Zompa
Chief of Staff
Department of Human Services

STANDARDIZED BOARD RESOLUTION

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

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

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

- A) a covered entity (as defined in 45 CFR 160.103)
- B) a non-covered entity and has executed a DHS Business Associate Agreement (BAA) last dated 1/3/13
- C) a non-covered entity that will not be receiving or sharing personal health information.

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

The Board agrees that if there is *any change* in their BAA Status the Departmental Component will be immediately notified and the appropriate information provided within 10 business days.

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

2. Legal Advice

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

DEPARTMENT OF HUMAN SERVICES (DHS)
Standardized Board Resolution Form

Supporting Information for Contract # 14ARHS for Contract

Period January 1, 2014 to December 31, 2014.

Agency: Gloucester County Division of Disability Services

Certification:

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

N/A
Chairperson, Board of Directors

Date

Leona G. Mather
Division Head
Leona G. Mather

November 13, 2013
Date

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

Robert M. Damminger
Name

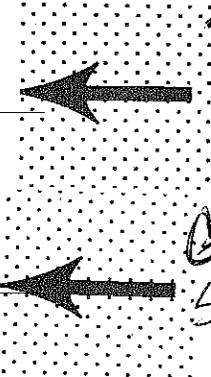
Freeholder Director
Title

Gary Schwarz
Name

Treasurer
Title

Leona G. Mather
Name

Division Head
Title



AGENCY: Gloucester County Division of Disability Services
 CONTRACT # 14ARHS

PURPOSE:
 BUDGET PREPARATION
 EXPENDITURE REPORT
 INTERIM FISCAL-YEAR-END FINAL
 PERIOD COVERED: 1/1/14 TO 12/31/14

BUDGET CATEGORY	1	2	3	4	5	6	7	8	9
TOTAL		PASP	County	SCH/CM	Cost Share			Unallowable Cost	General & Administrative Costs
A. PERSONNEL		43,500			0	0	0	0	0
B. CONSULTANTS & PROFESSIONAL FEES			0	0		0	0	0	0
C. MATERIALS & SUPPLIES		0	0	0	0	0	0	0	0
D. FACILITY COSTS		0	0	0	0	0	0	0	0
E. SPECIFIC ASSISTANCE TO CLIENTS			0	0		0	0	0	0
F. OTHER			0	0	0	0	0	0	0
G. GENERAL & ADMIN. COSTS ALLOCATION		0	0	0	0	0	0	0	0
H. TOTAL OPERATING COSTS		43,500	0	0		0	0	0	0
I. EQUIPMENT (SCHEDULE 6)		0	0	0	0	0	0	0	0
J. TOTAL COSTS		43,500	0	0	0	0	0	0	0
K. LESS: REVENUE (SCHEDULE 2)		0	0	0		0	0	0	0
L. NET COST		43,500	0	0	0	0	0	0	0
M. PROFIT		0							
N. REIMBURSABLE CEILING		43,500	0	0	0	0	0	0	0
O. UNITS OF SERVICE									
P. UNIT COST		43,500	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		

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

SOURCE DISCLOSURE CERTIFICATION FORM

Contractor: Glooucester County Division of Disability Services Waiver Number: 14ARRHS

I hereby certify and say:

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

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

Instructions:

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

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

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

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

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

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

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

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

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

By: [Signature]

Title: Division Head

Print Name: Leona G. Hather

Date: November 13, 2013

D3

RESOLUTION AUTHORIZING APPLICATION FOR THE GLOUCESTER COUNTY COMPREHENSIVE ALCOHOL AND DRUG ABUSE SERVICES GRANT TO THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES/DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES, FOR AN AMOUNT NOT TO EXCEED \$635,356.00, FROM JANUARY 1, 2014 TO DECEMBER 31, 2014

WHEREAS, the County of Gloucester desires to submit an application for the Gloucester County Comprehensive Alcoholism Drug and Drug Abuse Services Grant No. 14-530-ADA-O to the New Jersey Department of Human Services/Division of Mental Health and Addiction Services for the period from January 1, 2014 to December 31, 2014; and

WHEREAS, this funding is specifically for providing comprehensive addiction services including: prevention, intervention, residential detoxification, residential treatment, out-patient treatment, half-way house services, outpatient opiate treatment services, and sober living recovery support services for Gloucester County residents in need of said services; and

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

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

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

WHEREAS, the Gloucester County board of Chosen Freeholders acknowledges that the total amount of the grant funds to be requested is an amount not to exceed \$635,356.00, with this total representing \$556,408.00, from the State of New Jersey and funds from other sources (County matching dollars) in the amount of \$78,948.00; and

WHEREAS, the grant will be effective for the period of January 1, 2014 through December 31, 2014.

NOW THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of grant application and any and all documents in connection with the filing of the grant application with the State of New Jersey Department of Human Services, requesting the Gloucester County Comprehensive Alcoholism Drug and Drug Abuse Services Grant, in an amount not to exceed \$635,356.00, with this total representing \$556,408.00 from the State of New Jersey and funds from other sources (County matching dollars) in the amount of \$78,948.00; and

BE IT FURTHER RESOLVED that the Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary additional assurances as may be required; and

BE IT FURTHER RESOLVED that the funding by the County of Gloucester is subject to the approval of the 2014 Gloucester County Budget; and

BE IT FURTHER RESOLVED that in the event additional funding is awarded as a result of the failure of other eligible counties to apply or NJ DAS allocating additional supplemental funds, all such additional funding will be utilized on the programs for alcoholism and drug abuse services for fiscal year 2014 in accordance with grant requirements and all other conditions of this application; and

BE IT FURTHER RESOLVED that the County of Gloucester will submit an application to the New Jersey Department of Human Services/Division of Mental Health and Addiction Services, which application shall include an action plan and spending plan, and that the county model program with all its requirements is hereby approved and shall be adopted and implemented by the Gloucester County Department of Department of Health, Senior and Disability Services, Division of Disability Services and said Department shall be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on December 4, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK



DB

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

FREEHOLDER LIAISON
Vincent H. Nestore Jr.



DEPARTMENT OF HUMAN
SERVICES

DIRECTOR
Lisa A. Cerny

P.O. Box 337
Woodbury, NJ 08096

Phone: 856.384.6870
Fax: 856.384.0207

lcerny@co.gloucester.nj.us

www.gloucestercountynj.gov

TO: JUDY JOHNSON
DEPARTMENT: HEALTH, SENIOR & DISABILITY SERVICES
GRANT TITLE: COMPREHENSIVE ALCOHOL &
DRUG ABUSE SERVICES GRANT

DATE: NOVEMBER 21, 2013

CERTIFICATION LETTER

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

REVIEWED BY: _____
REVIEWED BY: Lisa A. Cerny
Grants Coordinator

FREEHOLDER MEETING: DECEMBER 4, 2013

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



State of New Jersey

DEPARTMENT OF HUMAN SERVICES
DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES
222 SOUTH WARREN STREET
PO Box 700
TRENTON, NJ 08625-0700

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

JENNIFER VELEZ
Commissioner

LYNN A. KOVICH
Assistant Commissioner

September 6, 2013

Judith Tobia Johnson Hadnett, Director
County Addiction Services
Gloucester County Health/Senior Services
P.O. Box 337
Woodbury, NJ 08096

RE: REVISED

Proposed Renewal Contract # 14-530-ADA-0 Amount: \$556,408

Dear Ms. Tobia Johnson Hadnett:

As previously announced, the New Jersey Division of Mental Health and Addiction Services (DMHAS) has extended the planning period of 2010-2013 County Comprehensive Plans (CCP) through the end of calendar year 2014. Accordingly, DMHAS is accepting applications for the County Comprehensive Alcoholism and Drug Abuse Services Contract for calendar year (CY) 2014 beginning January 1, 2014 and ending December 31, 2014.

Please submit your county application using the division's Contract Information Management System (CIMS) by September 30, 2013. The application must propose activities that are consistent with the goals, objectives and implementation strategies presented in the Logic Model of the 2010-2014 CCP. No applications will be accepted until the Office of Research, Planning, Evaluation, Information Systems and Technology (OPREIST) has reviewed your draft 1) 2013 County Plan Update Progress Report (UPR), 2) 2014 Planned Resource Allocation Grid (PRAG), and, for counties seeking new or additional services for 2014, 3) a corresponding draft 2014 county RFP. Electronic copies of these documents were due by August 31, 2013 for the division's review. The division will certify their consistency with the CCP. You will be notified in September of the results of our review.

The Plan Update Progress Report for 2013 will replace the contract narrative for your 2014 contracts. If you are unable to meet this deadline, please contact Dr. Robert P. Culleton, Program Manager, at robert.culleton@dhs.state.nj.us to request an extension.

As you are aware from last year, you can only submit portions of your application electronically through CIMS. All Contract Application Steps on CIMS are active for your renewal application with the exception of Step #4 ("Additional required contract documents") and Step #5 ("Approve Standard Language Document"). Documents for Step #4 and Step #5 will still be required to be submitted in hard copy format. While Step #4 is not active at this time, please click on Step #4 in the CIMS Contract Application Steps screen to view the list of required contract documents that must be submitted.

New Jersey Is An Equal Opportunity Employer

Please follow the submission instructions below to ensure prompt review of your contract renewal package:

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

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

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

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

1. Standard Language Document for Social Service and Training Contracts

Please note that two (2) Standard Language Documents (SLDs) must be signed and returned. DMHAS will return one (1) copy to you, the contractee, with required Departmental signatures, to retain for your records.

2. Executive Order 129

To complete this form, fill in your agency name as "Bidder" and your contract number as "Solicitation Number." The modalities for which you provide Substance Abuse Treatment will be your "Description of Services" and the location where these will be performed should also be identified. Sign next to the "By" line. Return form with your application and retain a copy of the Memorandum for your records.

3. Business Associate Agreement

Please be advised that on the Board Resolution under the Health Insurance Portability and Accountability Act (HIPPA) if your agency is a non-covered entity under HIPPA you must complete the Business Associate Agreement.

4. Board Resolution

Please have a Board Authorized signatory sign and date the first page. Please fill out the second page and return both pages with your application.

5. Cost Allocation Plan

Agencies are required to submit Cost Allocation Plans for their entire organization, which shows how individual salaries and other costs categories are attributed to DMHAS and all other payers.

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

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

FUNDING LEVEL:

Please refer to the Contract Information page on CIMS which identifies the funding available to your county for the CY 2014 contract period, your required county match, and the amount of your AEREF award that you must devote to prevention education programming.

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

1. a separate breakout of budget pages for these services;
2. a narrative that describes the types of service(s) and number of people to be served; and

3. an outline of the basis for monitoring (who will be assigned to monitor and what mechanism will be employed).

Finally, in calendar year 2014, all counties will be included in the allotment of dollars from State Discretionary Fund #2 (SDF#2). In order to effectuate this change and not adversely impact the 18 counties currently receiving funds from SDF#2, DMHAS has identified the proportionate share of funding for these three (3) counties. Note that the currently funded 18 counties will not sustain any funding losses in CY 14. Please note, however, that the identification of the additional funding is for this upcoming calendar year only, which will allow counties to adequately plan for CY 15. In CY15, we plan to return to the SDF#2 level of funding, which will be shared among all 21 counties going forward.

CONTRACT STIPULATIONS:

The Annex A located in CIMS, Step 1, outlines General Contract Requirements (Section I), County Authorities that Provide Direct Services (Section II), County Authorities that Provide Direct Services (County Sub-contractee) and through Sub-contractees (Section III), South Jersey Initiative (Section IV) and Detoxification (Section V). Annex A requirements serve as the basis for DMHAS' monitoring activities. Be advised, timely processing of your contract is dependent upon our receipt of an application that conforms to programmatic and fiscal requirements, and conforms to the goals, objectives and strategies stated in the CY2010-2012CCP as updated through 2013.

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

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

US MAIL:

NJ Department of Human Services
Division of Mental Health and
Addiction Services
P. O. Box 700
Trenton, NJ 08625-0700

EXPRESS DELIVERY:

NJ Department of Human Services
Division of Mental Health and
Addiction Services
222 South Warren Street, 3rd Floor
Trenton, NJ 08625

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

Sincerely,



Suzanne Borys, Ed.D., Assistant Division Director
Office of Research, Planning, Evaluation, Information Systems and Technology

c: Contract Manager
Program Manager

2014 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS

Addiction Services- Pg 1 of 3

10101 Salaries and Wages

1) Judith M. Tobia Johnson	\$92,922
2) Virginia Fisher	\$45,123
3) Sherry Gilkin(part-time as LACADA Secretary)	\$ 600
<u>Total</u>	<u>\$ 138,645</u>

20205 Advertising

2014 Advertising per Open Public Meetings Act for LACADA
(Local Advisory Committee on Alcoholism and Drug Abuse)

TOTAL \$100

20275 Printing

Annual County Comprehensive Alcoholism and Drug
Abuse Plan and County Municipal Alliance Plan. Approx. \$100

TOTAL \$100

20299- Other Outside Services

14 Subcontracts for Alcohol and Drug Abuse Prevention,
Intervention, Treatment and Recovery Support Services

Total \$ 429,811

20405 - Computer Supplies

Annual needs to purchase disks, printer ribbons and other
computer supplies for (3) employees in Div.of Addiction
Services. Approx. \$550 cost of computer supplies.

TOTAL \$550

20410 - Office Supplies

To purchase copy paper, pens, staples, clips, scotch tape, Calculator, Paper, tape, etc. for three employees. Approx. \$158.33 each times 3 employees office supplies each year.

TOTAL \$500

20411 Reproduction Supplies

To Purchase 21 Cartons of copy paper at approximately \$30.47 each.

TOTAL \$640

20430 Food

1-Refreshments: (1) LACADA Training Conferences, and 5 Meetings. \$185

2-Lunches for Judy upon attendance at out of the County meetings as required by Grantor throughout the year. (Approx. Lunches=10 X \$17.50) \$175

TOTAL \$360

20625 Data Processing Equipment

Partial contribution of Lease for Copier within the Dev. Of Disability--Addiction Services unit (approx. 70%).

TOTAL \$1,250

20910 Books and Subscriptions

Purchase various books and subscriptions of Professional, technical relevance to the field of addiction.

TOTAL \$100

20911 Educational Materials

To purchase video's or books for use by various County entities and outside agencies for substance abuse prevention-intervention-education. (i.e. Driving Under the Influence/Consequences for Youth; or Gambling Addictions/Gambling Away the Golden Years or Steroids Newsletter, or Video about Prescription Drug Abuse, etc.)

TOTAL \$100

20921 Meetings, Memberships, Dues

To cover the cost during the year for 3 employees, Professional memberships Association Dues, and required Meetings to maintain compliance with Grantor expectations.

1-Dues: NJ Assoc. Co. Alcoholism and Drug Abuse Directors \$250
2-Other Meetings and/or Memberships, approximately \$ 50

TOTAL \$300

20930 Education and Training

Provide continuing education and training to three employees to maintain work functions and certifications.

-Alcoholism and Drug Dependence Conferences and MH Dually Diagnosed Clients (2 employees @ approx.\$200 each = \$400)

TOTAL \$400

20993 Indirect Costs

As allowed by State Grantor.

TOTAL \$12,500

20994 Fringe Costs

As allowed by State Grantor.

TOTAL \$50,000

TOTAL 2014 GRANT DOLLARS = \$635,356

FORM C-2

SUBMISSION DATE:

DEPARTMENT:

REVISION DATE:

Div. of Disability Services/Addiction Services Grant

2014

Application Date: 10-4-13

GLOUCESTER COUNTY BREAKDOWN OF PERSONNEL COSTS

<u>PERSONNEL SALARY</u>	<u>51</u>	<u>MATCH</u>	<u>LACADA ALLOT.</u>	<u>TOTAL</u>
A & DA Director	\$ 92,922.	-	-	\$ 92,922.
Secretary	\$ 25,123.	-	\$ 20,000.	\$ 45,123.
*Board Secretary	\$ 600.	-	-	\$ 600.
	\$118,645.		\$ 20,000.	\$138,645.

County Fringe at 44.94% *

ONLY APPLY \$50,000 to Grant = 36.2% of FT Salaries

	<u>531</u>	<u>MATCH</u>	<u>LACADA ALLOT.</u>	<u>TOTAL</u>
A & DA Director	\$30,975.	-	-	\$ 30,975.
Secretary	\$19,025.	-	-	\$ 19,025.
	\$ 50,000.	\$ 0.	\$ 0.	\$ 50,000.

INDIRECT COST \$ 0. \$ 12,500. \$ 0. \$ 12,500.

IDC – Rate = 17.67%

Of salary; only charge Grant \$12,500.**

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

** Re: Indirect Costs- A) For 2014 County Req'd Matching Dollars have been reduced by approx. \$5000, as such, 2014 Indirect Costs Applicable to the Grant have been reduced by \$4,000 as compared to 2013.

B) In 2014- \$7,100 of the Indirect Cost charged to the grant is directly related to SJI (South Jersey Initiative) grant dollars for administrative support and if the Grant dollars for SJI Administration are lost (\$10,000 for admin and transportation for clients) then the County Indirect Costs chargeable to the grant will go down and will be less than \$16,500... This notation is here because it's been discussed by the state that in 2013 the "SJI" dollars will no longer come to the counties because of the dollars being transferred to the state budget to support NJ Healthcare Reform's reimbursement for addiction services.

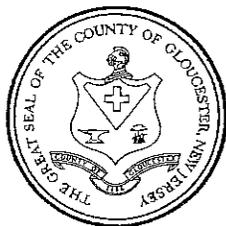
AGREEMENT

BETWEEN

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

AND

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



**Local 1085
Blue & White Collar, Supervisory, and Row Office Units**

January 1, 2012 – December 31, 2014

SALARY SCHEDULE C
(Effective January 1, 2014)

Scale	Incr.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
01	906.63	27,501	28,408	29,314	30,221	31,128	32,034	32,941	33,848	34,754	35,661	36,568	37,474	38,381
02	943.02	28,605	29,548	30,491	31,434	32,377	33,320	34,263	35,206	36,149	37,092	38,035	38,978	39,921
03	981.16	29,762	30,743	31,724	32,705	33,687	34,668	35,649	36,630	37,611	38,592	39,573	40,555	41,536
04	1,021.05	30,972	31,993	33,014	34,035	35,056	36,077	37,098	38,119	39,140	40,161	41,182	42,203	43,225
05	1,063.04	32,246	33,309	34,372	35,435	36,498	37,561	38,624	39,687	40,750	41,813	42,876	43,939	45,002
06	1,107.14	33,583	34,690	35,797	36,905	38,012	39,119	40,226	41,333	42,440	43,547	44,655	45,762	46,869
07	1,153.52	34,990	36,144	37,297	38,451	39,604	40,758	41,911	43,065	44,218	45,372	46,525	47,679	48,832
08	1,202.14	36,465	37,667	38,869	40,071	41,273	42,475	43,678	44,880	46,082	47,284	48,486	49,688	50,890
10	1,253.20	38,014	39,267	40,520	41,773	43,027	44,280	45,533	46,786	48,039	49,293	50,546	51,799	53,052
11	1,306.62	39,634	40,941	42,247	43,554	44,861	46,167	47,474	48,781	50,087	51,394	52,700	54,007	55,314
12	1,362.91	41,342	42,704	44,067	45,430	46,793	48,156	49,519	50,882	52,245	53,608	54,971	56,334	57,696
13	1,421.84	43,129	44,551	45,973	47,395	48,816	50,238	51,660	53,082	54,504	55,926	57,347	58,769	60,191
14	1,483.92	45,012	46,496	47,980	49,464	50,948	52,432	53,916	55,400	56,884	58,367	59,851	61,335	62,819
15	1,549.18	46,992	48,541	50,090	51,639	53,189	54,738	56,287	57,836	59,385	60,935	62,484	64,033	65,582
16	1,617.50	49,064	50,682	52,299	53,917	55,534	57,152	58,769	60,387	62,004	63,622	65,239	66,857	68,474
17	1,689.45	51,247	52,936	54,626	56,315	58,005	59,694	61,383	63,073	64,762	66,452	68,141	69,831	71,520
18	1,764.78	53,532	55,296	57,061	58,826	60,591	62,355	64,120	65,885	67,650	69,415	71,179	72,944	74,709
19	1,843.73	55,927	57,770	59,614	61,458	63,301	65,145	66,989	68,833	70,676	72,520	74,364	76,208	78,051
20	1,927.05	58,454	60,381	62,308	64,235	66,162	68,089	70,016	71,943	73,870	75,797	77,724	79,651	81,578
21	2,014.15	61,096	63,110	65,124	67,138	69,153	71,167	73,181	75,195	77,209	79,223	81,237	83,252	85,266
22	2,105.87	63,878	65,984	68,090	70,196	72,302	74,407	76,513	78,619	80,725	82,831	84,937	87,043	89,149
23	2,202.14	66,798	69,001	71,203	73,405	75,607	77,809	80,011	82,213	84,416	86,618	88,820	91,022	93,224
24	2,302.94	69,856	72,159	74,462	76,765	79,068	81,370	83,673	85,976	88,279	90,582	92,885	95,188	97,491
25	2,409.37	73,084	75,493	77,903	80,312	82,722	85,131	87,540	89,950	92,359	94,768	97,178	99,587	101,997
26	2,520.51	76,455	78,976	81,496	84,017	86,537	89,058	91,578	94,099	96,619	99,140	101,660	104,181	106,701
27	2,637.25	79,997	82,634	85,271	87,908	90,546	93,183	95,820	98,457	101,09	103,73	106,369	109,006	111,644

single

July

**LONGEVITY SCHEDULE
(2012 - 2014)**

Scale	A	B	C
01	854	1,139	1,424
02	889	1,185	1,481
03	925	1,233	1,541
04	962	1,283	1,604
05	1,002	1,336	1,670
06	1,043	1,391	1,739
07	1,087	1,449	1,812
08	1,133	1,510	1,888
10	1,181	1,575	1,968
11	1,231	1,642	2,052
12	1,284	1,712	2,141
13	1,340	1,786	2,233
14	1,398	1,864	2,331
15	1,460	1,946	2,433
16	1,524	2,032	2,540
17	1,592	2,123	2,653
18	1,663	2,217	2,772
19	1,737	2,317	2,896
20	1,816	2,421	3,027
21	1,898	2,531	3,163
22	1,984	2,646	3,307
23	2,075	2,767	3,459
24	2,170	2,893	3,617
25	2,270	3,027	3,784
26	2,375	3,167	3,959
27	2,485	3,314	4,142

Jinger

Judy

NJ - DEPARTMENT OF HUMAN SERVICES

Board Resolution Validation Form - Pg 1 of 2

Department Component: ^{NJ-} Division of Addiction Services

Agency Name: Gloucester County DHS/ Division of Addiction Services

Contract Number and Term: 14-530-ADA-0
1-1-14 through 12-31-14

Contract Reimbursable Ceiling: Grant = \$556,408; Match = \$78,948.
Total = \$635,356.

TO BE COMPLETED BY THE CONTRACTED PROVIDER:

Date of Board meeting: _____

Required quorum: _____

Members Present:

2014 BOARD RESOLUTION VALIDATION FORM

Pg 2 of 2

The Board resolves the following:

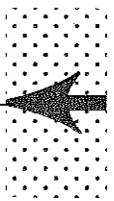
1. The Board accepts and will execute the Department of Human Services contract for the above noted term, with the above-noted reimbursable ceiling as well as the Level of Service and Performance Outcomes as stated in the contract.
2. The authorized signatories for contract documents, checks and invoices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

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

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

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

Board Authorized signatory and date:

_____ 

ANNEX A
County Contract

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

Section I

A. General Requirements of the County Authority

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

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

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

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

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

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

- financial reports;
 - underutilization of service levels, as agreed to in the subcontract;
 - unqualified addictions staff, or a lack of continuing education plans for direct service staff, as stated in the subcontract;
 - unmet corrective action plan from previous monitoring cycle;
 - negative community and/or client feedback.
- e. When requested, programmatic review of subcontractors is to include cooperation/collaboration with the DMHAS.
- f. The contractee shall notify the DMHAS of scheduled trainings/technical assistance sessions offered to subcontractors.
27. The county authority shall require all subcontracted treatment providers to submit monthly rosters of all clients receiving services under this contract to the contractee using the DMHAS approved roster form. The contractee shall maintain these rosters on file.
28. Contracting or subcontracting for treatment services outside of the State of New Jersey are prohibited without prior written approval from the DMHAS Deputy Director. Requests for waivers must be in writing and demonstrate that services cannot be procured within the state of New Jersey. Out-of-state agencies must have appropriate licensure and accreditations, be accessible to county clients, and supply required programmatic and financial reports. Waiver request must be submitted to the DMHAS Deputy Director prior to executing any contracts with out-of-state provider agencies and no less than one month prior to the DMHAS contract application due date. If out-of-state waivers are granted by the DMHAS, subcontracting requirements apply.
29. The county authority shall require subcontractees and the county if providing direct services to notify the County Alcohol and Drug Director of any changes in replacing key Personnel including the Executive Director, Medical Director and/or Director of Substance Abuse Counseling funded under or performing duties related to this contract, and to notify DMHAS of any such changes as required by *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C. 10:161B-1 et seq.*

Section II

A. County Authorities that Provide Direct Services

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

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

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

Section III

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

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

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

B. Fiscal

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

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

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

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

C. Staff

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

D. Criminal Background Checks

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

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

E. Admissions Priority Criteria

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

F. Clinical Services and Records

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

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

- Adequate documentation to support first-and third-party billings, including eligibility for cost sharing and Medicaid reimbursement;
- client assessment using the ASI;
- documentation of client level of care determination according to the ASAM PPC 2-R;
- DSM IV-TR diagnosis;
- Household income assessment using the DASIE;
- Physical examination/medical assessment, including TB testing as required by regulation; A treatment plan with specific goals and measurable objectives, reviewed and updated as clinically indicated and no less frequently than required by regulation;
- tobacco use identified and addressed in the client's treatment plan;
- Individual and group counseling and progress notes;
- Education/didactic session notes;
- Acknowledgment of HIV counseling and testing authorization signed by client;
- Attendance sheet signed by client;
- Discharge/Continuum of Care plan;
- NJ-SAMS modules, including admission and discharge screens;
- Signed authorization(s) to allow transfer of the NJ-SAMS client record for all clients who are referred for continuing care to another substance abuse treatment provider.

3. The county contractee and subcontractee shall seek client approval to include the client's family and/or support system in the process for admission, treatment and discharge planning.
4. The county contractee and subcontractee shall offer all clients either on-site pre/post HIV counseling and testing or referral for same. HIV testing must be offered at the time of admission and every six (6) months thereafter. HIV testing will not be required for admission to treatment; clients have the right to refuse it, but they should be strongly encouraged to be tested. Regardless of HIV testing authorization, it is required that all clients receive pre-test counseling. Pre/post counseling and/or testing or refusal by a client to be tested shall be documented in the client record.
5. The county contractee and subcontractee shall ensure that all clients testing positive for HIV, or who self- report as HIV positive, receive an initial referral for appropriate HIV medical treatment, and should be referred at least quarterly for a follow-up consultation. It is the responsibility of the Medical Director (or the Executive Director in the case where a program does not have a Medical Director) to ensure that clients receive referral to medical care for their HIV disease at an Early Intervention Program (EIP), HIV Care Center, or by a qualified physician selected by the client.
6. The county contractee and subcontractee shall ensure that clients found to be unemployed at the time of intake will be referred for vocational testing to the Division of Vocational Rehabilitation (DVR), County One-Stop Employment Center or other appropriate agency. Client records must document referral and follow-up on all vocational referrals.

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

G. Clinical Supervision

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

Section IV. South Jersey Initiative

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

Section V. Detoxification

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

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

3. The county contractee and subcontractee shall understand that detoxification of adolescents (<18 years of age) is permitted based on clinical necessity. Clinical necessity shall be clearly documented in the client’s file. Household income guidelines also apply to adolescents. Programs admitting adolescents must comply with all laws and regulations applicable to adolescent consent and authorization for service.

4. The county contractee and subcontractee shall ensure that funding supports services for ASAM PPC-2R Level III.7D or Level III.7DE detoxification. The services may be hospital-based or non-hospital based.

5. The county contractee and subcontractee shall ensure that clients receiving detoxification

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

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

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

PAGE 1 OF 22
Purpose: Budget
Preparation
01/01/2014 - 12/31/2014

Contract #: 14-530-ADA-0 Mod No: 0

Agency Name: Gloucester County Department of
Human Services

Federal Tax ID: 216000660-05

Address: PO Box 337

Charity #:

Woodbury, NJ 08096

Agency Type: Public

Phone#: 856-384-6886

Budget Period: 01/01/14 to 12/31/14 Fiscal Year End: 12/31

Executive Officer: Judith Tobia Hadnett

Schedules Completed: 1 2 3 4 5 6

Prepared by: Judy M. Tobia Date: 10/02/2013

Cash Basis Accrual Basis

Please complete the column of County Match. Required County Match minimum: \$78948; Required Education Minimum: \$37169

Cont Div	Contract#	Program Name	Type of Service	Col #	Reimb Ceiling	Contract Type	Payment Method	Division Contact Person	Agency Contact Person	Phone #
DAS	14-530-ADA-	Gloucester Cc	T&ECTY	3	315794	Cost Related	Cost Reimburs	jchawla	Judy M. Tobia	(856)384-6886
DAS	14-530-ADA-	Gloucester Cc	DETOX SUPP	4	81784	Cost Related	Cost Reimburs	jchawla	Judy M. Tobia	(856)384-6886
DAS	14-530-ADA-	Gloucester Cc	STATE DISC 1	5	128830	Cost Related	Cost Reimburs	jchawla	Judy M. Tobia	(856)384-6886
DAS	14-530-ADA-	Gloucester Cc	AERF PLAN C	6	20000	Cost Related	Cost Reimburs	jchawla	Judy M. Tobia	(856)384-6886
DAS	14-530-ADA-	Gloucester Cc	A&ECTY	7	10000	Cost Related	Cost Reimburs	jchawla	Judy M. Tobia	(856)384-6886
County	14-530-ADA-	Woodbury	County Match	8	78948	Cost Related	Cost Reimburs	Judy M. Tobia	Judy M. Tobia	(856)384-6886

BUSINESS ASSOCIATE AGREEMENT AMENDING
CONTRACT

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

This Business Associate Agreement sets forth the responsibilities of the Gloucester Co. Business Associate) and the New Jersey Department of Human Services (DAS) as a Covered Entity, in relationship to Protected Health Information (PHI), as those terms are defined and regulated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations adopted thereunder by the Secretary of the United States Department of Health and Human Services, with the intent that the Covered Entity shall at all times be in compliance with HIPAA and the underlying regulations. This Business Associate Agreement is an Amendment to the Underlying Contract (Insert Previous Contract # 13-530-ADA-0) between Business Associate and Covered Entity and sets forth additional terms that may modify the Underlying Contract.

A. Definitions:

1. The terms specified below shall be defined as follows:
 - a. *Agreement*: "Agreement shall mean this Business Associate Agreement Amending Contract (Insert Previous Contract # 13530ADA0)
 - b. *Designated Record Set*: "Designated Record Set" shall mean a group of records maintained by or for the Covered Entity that is the medical records and billing records of individuals maintained by or for the Covered Entity; and the enrollment, payment, claims, adjudication, and case or medical management record systems maintained by or for the Covered Entity, or used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
 - c. *Individual*: "Individual" shall mean the person who is the subject of the Protected Health Information and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
 - d. *Notice of Privacy Practices*: "Notice of Privacy Practices" shall mean the Notice of Privacy Practices required by 45 CFR 164.520, provided by Covered Entity to Individuals.
 - e. *Privacy Rule*: "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.
 - f. *Protected Health Information (PHI)*: "PHI" shall mean individually identifiable health information that is transmitted by electronic media or transmitted or maintained in any other form or medium.
 - g. *Record*: "Record" shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminate by or for a Covered Entity.

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

B. Obligations and Activities of Business Associate

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

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

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

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

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

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

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

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

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

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

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

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

E. Indemnification and Release

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

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

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

F. **Miscellaneous**

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

Business Associate:

Covered Entity: 1. Privacy Officer
DHS (DAS) Privacy Officer
120 South Stockton Street
P.O. Box 362
Trenton, NJ 08625-0362
Facsimile# (609) 292-1045

2. Director of Division (Specify)

Facsimile #

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

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

Covered Entity:

Business Associate:

Signature

Signature

Printed Name

Robert M. Daminger
Printed Name

Title

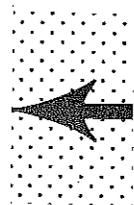
Freeholder Director, County of Gloucester
Title

Agency

Gloucester County Div. of Addiction Services
Agency

Date

Date



EXECUTIVE ORDER 129 CERTIFICATION

SOURCE DISCLOSURE CERTIFICATION FORM

Bidder: County of Gloucester Solicitation Number: 14-530-ADA-0

I hereby certify and say:

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

The Bidder submits this Certification as part of a bid proposal in response to the referenced solicitation issued by the Division of Purchase and Property, Department of the Treasury, State of New Jersey (the "Division"), in accordance with the requirements of Executive Order 129, issued by Governor James E. McGreevey on September 9, 2004 (hereinafter "E.O. No. 129").

The following is a list of every location where services will be performed by the bidder and all subcontractors.

Bidder or Subcontractor	Description of Services	Performance Location[s] by Country
<i>See Attached List</i>		

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

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

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

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

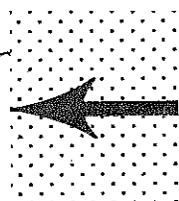
Bidder: County of Gloucester
[Name of Organization or Entity]

By: X

Title: Freeholder Director

Print Name: Robert M. Dammingen,
Freeholder Director

Date: _____



BIDDER & LOCATION OF PERFORMANCE OF SERVICES

SERVICE DESCRIPTION

- | | |
|--|--|
| 1) Behavioral Crossroads
509 Black Horse Pike (Rt. 168)
Turnersville, NJ 08012 | Adult Outpatient Treatmt |
| 2) a) Center For Family Srvs
601 S. Black Horse Pike
Williamstown, NJ 08094 | Adolescent and Adult
Outpatient Treatment |
| b) Center For Family Services
301 Greentree Rd.
Glassboro, NJ 08028 | Youth Shelter Education
and Intervention |
| 3) Contact Community Helplines
1050 Kings Hwy-Basement
(P.O. Box 8465)
Cherry Hill, NJ 08002 | 24 hr. per day telephone
hotline |
| 4) Delaware Valley Medical /Pinnacle, Inc
7980 South Crescent Blvd. (Rt. 130)
Pennsauken, NJ 08109 | Methadone Detox |
| 5) Family Care Connections
44 Cooper Street -Suite 6
Woodbury, NJ 08096 | Adult Outpatient Treatmt |
| 6) a) Hendricks House
542 North West Blvd.
Vineland, NJ 08360 | Halfway House-Male |
| b) Hansen House-Women
411 Aloe Street
Egg Harbor City, NJ 08215 | Female Halfway House |
| 7) Lighthouse at MaysLanding
5034 Atlantic Avenue
MaysLanding, NJ 08330 | Adult
MICA Detox and
Treatment |
| 8) a) Maryville Inc. Residential
1903 Grant Ave.
Williamstown, NJ 08094 | Adult Gen. Population
and MICA Residential
Treatment and Detox |
| b) Maryville Inc. Outpatient
707 N. Main Street
Glassboro, NJ 08028 | Adult Outpatient
Treatment |

<u>BIDDER & LOCATION OF PERFORMANCE OF SERVICES</u>	<u>SERVICE DESCRIPTION</u>
9) a) New Hope Foundation 80 Conover Road (PO Box 66) Marlboro, NJ 07746	Adult & Adolescent Detox and Treatment
b) New Hope Foundation – Mattie House 86 Conover Road Marlboro, NJ 07746	Male halfway House
10) New Point Behavioral /Fresh Start Program 1070 Main Street Sewell, NJ 08080	MICA Outpatient
11) a) SODAT 124 No. Broad Street Woodbury, NJ 08096	Prevention/Intervention Jail Program, Edu.& Ref Adult Outpatient Treatmt
b) SODAT –Teen Center Deptford Mall Clements Bridge Road Deptford, NJ 08096	Deptford Mall Teen Ctr. Prevention/Education
12) Southwest Council 711 No. Main Street Glassboro, NJ 08028	A&DA Assessments & Referral and Prevention/Education
13) Wounded Healer 8 No. Broadway 2 nd Fl. Pitman, NJ 08071	Adult Outpatient Counseling Juvenile Assessments and Referral
14) Volunteers of America Delaware Valley Adult Gen. Population Residential Treatment 510 Liberty Street Camden, NJ 08104	ST Residential Treatment



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

FREEHOLDER
Lyman Barnes
LIAISON



DEPARTMENT OF HEALTH,
SENIOR and DISABILITY
SERVICES

DIRECTOR
Tamarisk L. Jones

DIVISION OF DISABILITY

DIVISION HEAD
Leona G. Mather

DIVISION OF ADDICTION
SERVICES

ADMINISTRATOR
Judy Tobia-Johnson, MBA

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

Phone 856.384-6886
Fax 856.384-0207

www.gloucestercountynj.gov

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

To: Jaipreet Chawla
From: Judy M. Tobia-Johnson *JMTJ*
Date: 11/7/13
Re: Grant # 14-530-ADA-0 -Cost Allocation Plan
(This correspondence is being made part of: 2014 Grant Application)

Dear Ms. Chawla,

Pursuant to the Letter of Intent dated 9/6/13 for above referenced Grant and the specifications for the Cost Allocation Plan I am herein addressing the requested information, "shows how individual salaries and other costs are attributed to DMHAS and all other payers" as follows:

- A) Salaries- all salaries for the delivery of the above referenced Addiction Service Grant, that is the salary of the Division of Addiction Services Director, Judy ,M. Tobia Johnson and secretarial assistant, Ginger Fisher, are being covered under the grant, also a portion of Fringe Benefits (approx. 37%).
- B) Other Cost Categories- Office Supplies, Computer Supplies, Printing and Copying (all total approx. 1.1 % of the grant) are covered under the grant.
- C) Indirect costs, Only \$12,500 are charged to the grant (actual county costs= approx. 44%). An Indirect Cost Allocation sheet is attached.

All other charges within the grant are for direct services and the subgrants will be provided to you upon being fully executed in 2014.

Thank You, Judy

Attachment: County Indirect Cost Allocation.

C: Leona Mather

**Gloucester County, New Jersey
Central Services Cost Allocation Plan
and
Indirect Cost Rates
Calendar Year 2011
Actual Costs**

Certification Statement

This is to certify that I have reviewed the cost allocation plan and indirect cost rate proposals submitted herewith and to the best of my knowledge and belief:

(1) All costs included in this proposal to establish cost allocations, billings or final indirect cost rates for the year ended December 31, 2011 are allowable in accordance with the requirements of OMB Circular A-87, "Cost Principles for State and Local Governments," and the Federal award(s) to which they apply. Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.

(2) All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the awards and/or agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently and the Federal Government will be notified of any accounting changes that would affect the predetermined rate.

I declare that the foregoing is true and correct.

Gloucester County, NJ

(Governmental Unit)



(Signature)

Gary Schwarz

(Name of Official)

County Financial Officer/Treasurer

(Title)

7-24-13

(Date of Execution)

Introduction

Purpose of Cost Allocation Plan

The Federal government recognizes that Federal programs administered by State and local governments place a significant burden on their administrative and support services. The Federal Office of Management and Budget (OMB) has developed methods and procedures to provide for a fair and reasonable reimbursement of these costs, which are called central service or indirect costs.

OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments" was issued to bring about more efficient administration of Federal grants and contracts, and to ensure that all Federal agencies use uniform cost reimbursement policies. It established a system whereby a single Federal Department, called the cognizant agency, acts for all Federal Departments in approving certain state and local costs associated with the performance of Federally supported programs.

The Federal guidelines state that indirect costs are eligible for reimbursement provided they are necessary for the efficient conduct of the grant or contract and provided they are not restricted by Federal law or regulations. Further, the guidelines do not specify a particular form of organization, management technique, or method of accounting, as a condition of cost reimbursement.

In order to pursue indirect cost reimbursement, the County is required to prepare an annual indirect cost allocation plan. County officials are aware of the complex technical requirements and manpower needs to prepare a comprehensive, well structured plan, which is essential to maximize recoveries and satisfies OMB A-87.

The primary objectives for this Central Services/Indirect Cost Allocation Plan are to establish a cost allocation plan, which meet the requirements of Federal OMB Circular A-87, as well as Medicare and Medicaid principles of reimbursement so that indirect cost reimbursement can be maximized on County grants and contracts and for services provided at the County operated health care facilities.

Cost Allocation System

A computerized cost allocation system was used, with a double apportionment method of allocating costs. This model recognizes that central service departments or functional activities render services to other central service areas as well as to revenue-producing or operating departments and agencies. A preliminary allocation of the costs of central service units is made. These central service cost centers are not "closed" after this preliminary allocation. Instead, they stay "open," accumulating a portion of the costs of all other central service units from which services are received. Therefore, after the first or preliminary allocation is complete, costs still remain in central service cost centers. The first or preliminary allocation is followed by a second and final apportionment of costs involving the allocation of all costs remaining in the central services cost centers. This final allocation is similar to the single stepdown approach.

The double apportionment method allows costs to be cross allocated between all central service departments and activities. It is a sophisticated process which provides for a more precise identification of costs and enables the cost accountant to more accurately report costs.

The Cost Allocation Plan includes a detailed cost analysis for each Central Service department. The lead Worksheet for each department contains codes next to line item expenses to indicate the methods for distributing the expenses to functional cost groupings. These codes are as follows:

- A An Adjustment, either an increase or decrease to expenditures reflected on the agency's financial statements.
- D Individual Other Expense items are Directly identified to a particular function or functions.
- P Individual Other Expense items or the aggregate of all General & Administrative (G&A) costs are allocated to functions based on a Percentage distribution.
- S Expense is allocated to functions based on the Salaries & Wages percentage applicable to each function.
- U Individual Other Expense items are an Unallowable cost pursuant to Federal Office of Management and Budget (OMB) Circular A-87 and are excluded from the total costs allocated.
- TC The aggregate of all General & Administrative (G&A) costs are allocated to functions based on the Total (direct) Costs of each functional cost grouping.

PINO CONSULTING GROUP, INC. * COST ALLOCATION SYSTEM * SUMMARY OF COSTS ALLOCATED (SCHEDULE A-1)

AGENCY NAME: GLOUCESTER COUNTY, NJ PAGE: 8.2

YEAR ENDED: DECEMBER 31, 2011

REPORT DATE: 6/04/13

Department/Function	HUMAN SRVS - TRANSPORTATION (STS)	VETERANS AFFAIRS	OFFICE FOR DISABLED	SUPERINTENDENT OF SCHOOLS	VOCATIONAL SCHOOL (GCIT)
15.0 AUDIT: FEES	657	185	142	153	4,009
16.1 CTY CNSL: DEPT ADMIN	0	0	0	0	0
16.3 CTY CNSL: GEN'L LEGAL SRVS	19,337	4,297	15,040	5,013	0
16.5 CTY CNSL: OUTSIDE SERVICES	0	0	0	0	0
17.2 CTY ADJUST: PUBLIC INST	0	0	0	0	0
18.3 SHERIFF: BLDG SECURITY	0	0	0	0	0
18.4 SHERIFF: JUST CMLX SECURITY	0	0	0	0	0
18.5 SHERIFF: BLDG SECUR-DSS	0	0	0	0	0
18.6 SHERIFF: BLDG SECUR-GCUA	0	0	0	0	0
18.7 SHERIFF: ALL OTHER STAFF	0	0	0	0	0
19.1 BLDG COSTS: CO ADM BLDG-OPER	0	0	0	0	0
19.2 BLDG COSTS: NEW CO ADM BLDG-NET	0	0	0	0	0
19.3 BLDG COSTS: OLD CT HOUSE	0	0	0	0	0
19.4 BLDG COSTS: CTHOUSE ANNEX	0	0	0	0	0
19.5 BLDG COSTS: JUSTICE CMLX-ALL	0	0	0	0	0
19.6 BLDG COSTS: JUST. W/PROS W/O AOD	0	0	0	0	0
19.7 BLDG COSTS: JUST W/ADD W/O PROS	0	0	0	0	0
19.8 BLDG COSTS: JUSTICE/EXC PROSECUT	0	0	0	0	0
19.9 BLDG COSTS: JUSTICE-PROSECUTOR	0	0	0	0	0
19.10 BLDG COSTS: NEW JUST. CMPX ADDIT	0	0	0	0	0
19.11 BLDG COSTS: GARAGE-JUSTICE CMLX	0	0	0	0	0
19.12 BLDG COSTS: SURROGATE	0	0	0	0	0
19.13 BLDG COSTS: HLTH CTR-FRIES MILL	0	0	0	0	0
19.14 BLDG COSTS: HEALTH BLDG-HOLLY	0	0	0	0	0
19.15 BLDG COSTS: BUDD BLVD	42,369	0	0	0	0
19.16 BLDG COSTS: CLAYTON, EXC GOV&ER	0	0	0	0	0
19.17 BLDG COSTS: EMERG RESPONSE BLDG	0	0	0	0	0
19.19 BLDG COSTS: 19 NO BD ST	0	0	0	0	0
19.20 BLDG COSTS: HERBERT BLDG	0	0	0	0	0
19.22 BLDG COSTS: 116 NO BD ST	0	0	0	0	0
19.23 BLDG COSTS: ANIMAL SHELTER	0	0	0	0	0
19.24 BLDG COSTS: FIRE TRAINING	0	0	0	0	0
19.25 BLDG COSTS: WOMEN'S PRISON	0	0	0	0	0
19.26 BLDG COSTS: NEW DISPATCH CTR	0	0	0	0	0
19.29 BLDG COSTS: GLOVER ST	0	0	0	0	0
19.30 BLDG COSTS: GOV'T SRV BLDG	0	0	0	0	0
19.31 BLDG COSTS: CO OFFICES/5 PTS	0	192,638	0	0	0
19.32 BLDG COSTS: 550 GROVE RD	0	0	0	0	0
20.1 PURCHASING: PURCH ORDERS	6,703	4,215	2,971	1,728	0
20.2 PURCHASING: BID PROCESS	0	986	0	0	0
21.1 PUBLIC WKS: ADMIN.	0	0	0	0	0
21.3 PUBLIC WKS: SNOW REMOV-MOSQUITO	0	0	0	0	0
21.4 PUBLIC WKS: MOSQUITO CONTROL	0	0	0	0	0
21.5 PUBLIC WKS: ALL OTHER	0	0	0	0	0
22.1 MOTOR POOL: AUTO MAINT.	74,687	0	0	2,263	0
22.2 MOTOR POOL: TRUCK MAINT	108,241	0	0	0	0
22.3 MOTOR POOL: MOTOR POOL CARS	795	177	618	206	0
22.4 MOTOR POOL: GOLF COURSE MOWERS	0	0	0	0	0
23.1 HUM SRVS: DIRECTOR	42,537	0	38,781	0	0
23.2 HUM SRVS: OTHER ADMIN	49,077	0	44,745	0	0
23.3 HUM SRVS: GRANT REVIEW	11,673	0	3,335	0	0
23.4 HUM SRVS: ALL OTHER	0	0	0	0	0
24.1 ENGINEERING: DEPT ADMIN.	0	0	0	0	0
24.3 ENGINEERING: CTY ENGINEER	0	0	0	0	0
25.1 PLANNING: DEPT ADMIN.	0	0	0	0	0
25.2 PLANNING: OTHR PLNG	0	0	0	0	0
26.2 PKS & RECR: SNOW REMOVAL	0	0	0	150	0
26.3 PKS & RECR: SNOW REMOV-CLARKBCRD	0	0	0	0	0
26.5 PKS & RECR: PARKS	0	0	0	0	0
27.1 HLTH ADMIN: HLTH & SR SRV ADM	0	0	0	0	0
27.2 HLTH ADMIN: HEALTH DEPT ADMIN.	0	0	0	0	0
27.3 HLTH ADMIN: ALL OTHER	0	0	0	0	0
28.1 AGING ADM: DIRECTOR	0	0	0	0	0
28.2 AGING ADM: OTHER ADM. SUPP.	0	0	0	0	0
28.3 AGING ADM: ALL OTHER	0	0	0	0	0
29.1 PROB/FAMILY: 5 PTS BLDG	0	0	0	0	0
29.2 PROB/FAMILY: 55 DELAWARE ST	0	0	0	0	0
29.3 PROB/FAMILY: JUSTICE ADDITION	0	0	0	0	0
30.1 ELECTIONS: CO CLK-ELECTIONS	0	0	0	0	0

PING CONSULTING GROUP, INC. * COST ALLOCATION SYSTEM * SUMMARY OF COSTS ALLOCATED (SCHEDULE A-1)

AGENCY NAME: GLOUCESTER COUNTY, NJ

PAGE: 8.3

YEAR ENDED: DECEMBER 31, 2011

REPORT DATE: 6/04/13

Department/Function	HUMAN SRVS - TRANSPORTATION (STS)	VETERANS AFFAIRS	OFFICE FOR DISABLED	SUPERINTENDENT OF SCHOOLS	VOCATIONAL SCHOOL (GCIT)
30.2 ELECTIONS: COMM/REGISTRATION	0	0	0	0	0
Total Costs:	769,943	528,652	290,731	191,734	40,088
Direct Billed Costs:	0	0	0	0	0
Adjusted Total Costs:	769,943	528,652	290,731	191,734	40,088

SCHEDULE A-2
 GLOUCESTER COUNTY, NEW JERSEY
 INDIRECT COST RATES
 BASED ON CALENDAR YEAR 2011 ACTUAL COSTS

DEPARTMENTS	2011 INDIRECT COSTS	2011 DIRECT COST BASE (NOTE 1)	2011 INDIRECT COST RATE	NOTES
COUNTY CLERK	\$ 838,600	\$ 1,407,701	59.57%	
PROSECUTOR	\$ 2,061,650	\$ 7,520,647	27.41%	
EMERGENCY RESPONSE (COMMUNICATIONS)	\$ 1,994,593	\$ 7,621,351	26.17%	
ECONOMIC DEVELOPMENT - INCLUDING WIA (FORMERLY JTPA), WIB & PROGRAMS (DOES NOT INCLUDE CDBG)	\$ 342,722	\$ 1,455,036	23.55%	
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	\$ 39,474	\$ 284,131	13.89%	
CONSUMER PROTECTION	\$ 69,289	\$ 356,747	19.42%	
SURROGATE	\$ 224,563	\$ 536,622	41.85%	
PROBATION TITLE IV-D ADMINISTRATION	\$ 23,293			(2)
PROBATION IV-D CHILD SUPPORT	\$ 406,088			(2)
PROBATION ALL OTHER	\$ 678,852			(2)
FAMILY COURT CLERKS-TITLE IV-D ADMINISTRATION	\$ 44,995			(2)
FAMILY COURT CLERKS-TITLE IV-D CHILD SUPPORT	\$ 911,876			(2)
FAMILY COURT - ALL OTHER	\$ 329,365			(2)
COURT ADMINISTRATION - FACILITY COSTS	\$ 110,822			(2)
COURTROOMS, JUDGES' CHAMBERS & OTHER COURTS	\$ 9,071,272			(2)
SHERIFF	\$ 1,457,472	\$ 1,965,176	74.16%	
BOARD OF TAXATION & ASSESSOR	\$ 192,171	\$ 889,398	21.61%	
MEDICAL EXAMINER	\$ 237,458	\$ 893,458	26.58%	
COUNTY CLERK - ELECTIONS SECTION	\$ 67,313	\$ 657,480	\$ 0.10	(4)
COMMISSIONER OF REGISTRATION	\$ 2,037,384	\$ 657,480	\$ 3.10	(4)
FIRE MARSHALL	\$ 1,439			(3)
FIRE TRAINING CENTER	\$ 14,955			(3)
PLANNING DEPT	\$ 489,851	\$ 221,202	221.45%	
CONSTRUCTION BOARD OF APPEALS	\$ 57,853			(3)
ROADS & BRIDGES	\$ 2,954,552	\$ 2,334,157	126.58%	
ENGINEERING	\$ 1,270,928	\$ 831,273	152.89%	
CORRECTIONAL SERVICES/JAIL	\$ 3,297,849	\$ 12,394,591	26.61%	
HEALTH	\$ 1,360,555	\$ 2,561,890	53.11%	(5)
HEALTH WIC PROGRAM	\$ 46,482			(3) (5)
ANIMAL SHELTER	\$ 545,476	\$ 1,446,426	37.71%	
BOARD OF SOCIAL SERVICES	\$ 1,938,739			(3)
WORK FIRST NJ - BOARD OF SOCIAL SERVICES	\$ 8,486			(3)
SHADY LANE COMPLEX	\$ 29,836			(3)
SHADY LANE NURSING HOME	\$ 130,440			(3)
SHADY LANE CHILD DEVELOPMENT CENTER	\$ -			(3)
SENIOR SERVICES (INCLUDING OTHER ADMIN. SUPP.)	\$ 1,186,876	\$ 1,430,147	81.59%	(6)
SENIOR SERVICES (EXCLUDING OTHER ADMIN. SUPP.)	\$ 815,142	\$ 1,430,147	57.00%	(6)
HUMAN SERVICES	\$ 328,515	\$ 990,196	33.18%	
TRANSPORTATION SERVICES (FORMERLY STS)	\$ 789,943	\$ 757,630	101.63%	
VETERANS AFFAIRS	\$ 528,652	\$ 381,310	138.64%	
DISABILITY SERVICES	\$ 290,731	\$ 690,744	42.09%	
SUPERINTENDENT OF SCHOOLS	\$ 191,734	\$ 307,333	62.39%	
VOCATIONAL SCHOOL	\$ 40,088			(3)
EXTENSION SERVICES	\$ 225,049	\$ 362,985	63.76%	
COUNTY COLLEGE	\$ 842,971			(3)
CULTURAL & HERITAGE	\$ 20,609			(3)
PARKS & RECREATION	\$ 775,725	\$ 1,440,032	53.87%	
IMPROVEMENT AUTHORITY	\$ 208,937			(3)
LIBRARY	\$ 313,470			(3)

Standard Language Document for Social Service and Training Contracts
Policy Circular P2.01
STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES

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

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

PROMULGATED: June 30, 2010

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

I. SCOPE

This policy circular applies to all Contracts.

II. POLICY

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

Issued by:

Diane Zompa
Chief of Staff
Department of Human Services

Howard Mass, Director
Office of Administration

STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES

STANDARD LANGUAGE DOCUMENT
FOR SOCIAL SERVICE AND TRAINING CONTRACTS

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

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

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

THEREFORE the Department and the Provider Agency agree as follows:

I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. BASIC OBLIGATIONS OF THE DEPARTMENT

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

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

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

III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. Expiration, Non-Renewal and/or Termination

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

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

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

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

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

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

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

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

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

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

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

V. ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Full-time Salary Compensation Limitation Schedule

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5.20 Compensation Limitation for Employee Travel Expenses.

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

(i) General Provisions:

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

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

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

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

(iii) Out-of-State-Provisions:

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

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

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

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

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

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

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

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

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

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

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

- (a) Explanation as to why the purchase or replacement of the vehicle is required to fulfill contractual obligations;
 - (b) Assurance that no one Provider Agency employee will be permanently assigned the vehicle;
 - (c) Assurance that the Provider Agency has sufficient funds to cover the vehicle's operating costs for the anticipated useful life of the vehicle;
 - (d) Submission of three (3) written bids for the same year, make, model, and option package;
 - (e) If the vehicle is a replacement vehicle, documentation consistent with Section 5.23 (ii) below;
 - (f) Any exceptions to the criteria and purchasing requirements (Section 5.23 (i) (a)-(e)), will be dealt with on a case by case basis with the departmental component's contracting authority; and
 - (g) If the request is approved, the Provider Agency shall be required to purchase the vehicle from the lowest-priced vendor consistent with Section 5.23 (i) (d).
- (ii) The Provider Agency may request to replace an existing vehicle under any of the following conditions:
- (a) odometer reading exceeds 125,000;
 - (b) vehicle age is 10 years or older;
 - (c) repair costs to maintain operational capacity of vehicle would exceed fifty (50) per cent of current trade-in Blue Book value of vehicle;
 - (d) repair costs have exceeded fifty (50) per cent of the current trade-in Blue Book value over the course of the past year;
 - (e) vehicle was involved in an accident and deemed "totaled" by the insurance carrier; and
 - (f) upon written request supported by sufficient documentation, the Departmental component's contracting authority determines that the vehicle is no longer road worthy and unsafe to drive.
- (iii) If the Provider Agency receives approval to purchase a vehicle, the maximum cost of the vehicle including all dealer fees and charges may not exceed \$25,000 per vehicle. This limitation excludes

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

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

NJDHS-Standard Language Document for Social Service and

CONTRACT SIGNATURES AND DATES

Training Contracts

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

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

BY: X _____
(signature)

BY: _____
(signature)

Robert M. Damminge, Freeholder
(type name) Director

LYNNE A. KOVICH

TITLE: Freeholder Director
(type)

TITLE: ASSISTANT COMMISSIONER

PROVIDER
AGENCY: County of Gloucester
(type)

DEPARTMENTAL
COMPONENT: DIVISION OF MENTAL HEALTH & ADDICTION SERVICES

DATE: _____

DATE: _____

Contract Effective Date: 1-1-14

Contract Expiration Date: 12-31-14

Contract Number: 14-530-ADA-0

Contract Ceiling: Grant \$ 556,408 + Match \$ 78,948 =
Total = \$ 635,356

Federal ID#: 21-6000660

Provider Contact Individual: Judy M. Tobias-Johnson
(Print Name)

Standard Language Document for Social Service and Training Contracts
Policy Circular P2.01
STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES

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

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

PROMULGATED: June 30, 2010

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

I. SCOPE

This policy circular applies to all Contracts.

II. POLICY

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

Issued by:

Diane Zompa
Chief of Staff
Department of Human Services

Howard Mass, Director
Office of Administration

STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES

STANDARD LANGUAGE DOCUMENT
FOR SOCIAL SERVICE AND TRAINING CONTRACTS

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

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

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

THEREFORE the Department and the Provider Agency agree as follows:

I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. BASIC OBLIGATIONS OF THE DEPARTMENT

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

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

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

III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. Expiration, Non-Renewal and/or Termination

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

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

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

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

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

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

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

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

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

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

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

V. ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Full-time Salary Compensation Limitation Schedule

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5.20 Compensation Limitation for Employee Travel Expenses.

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

(i) General Provisions:

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

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

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

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

(iii) Out-of-State-Provisions:

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

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

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

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

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

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

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

(i) No such monies under the contract shall be paid to the Provider Agency for costs associated with meetings, conferences, or special events where agency staff is the beneficiary of the event. Unallowable costs include, but are not limited to the following: meals and refreshments, entertainment, overnight lodging, receptions or other social functions held for honoring all staff;

(ii) The Provider Agency may use monies under the contract to cover training-related costs such as modest facility costs and nominal refreshments, e.g. coffee, tea, water, soda, donuts, pastries, cookies, and bagels.

Section 5.23 Criteria for and Processing a Vehicle Request. The Provider Agency may request a new or replacement vehicle to be paid from monies under the contract only under the following conditions:

(i) The Provider Agency must request written approval from the departmental component's contracting authority to purchase or replace a vehicle and each request must be accompanied by the following supporting documentation. The request may be denied even if all supporting documentation is supplied. Documentation required includes:

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- (a) Explanation as to why the purchase or replacement of the vehicle is required to fulfill contractual obligations;
 - (b) Assurance that no one Provider Agency employee will be permanently assigned the vehicle;
 - (c) Assurance that the Provider Agency has sufficient funds to cover the vehicle's operating costs for the anticipated useful life of the vehicle;
 - (d) Submission of three (3) written bids for the same year, make, model, and option package;
 - (e) If the vehicle is a replacement vehicle, documentation consistent with Section 5.23 (ii) below;
 - (f) Any exceptions to the criteria and purchasing requirements (Section 5.23 (i) (a)-(e)), will be dealt with on a case by case basis with the departmental component's contracting authority; and
 - (g) If the request is approved, the Provider Agency shall be required to purchase the vehicle from the lowest-priced vendor consistent with Section 5.23 (i) (d).
- (ii) The Provider Agency may request to replace an existing vehicle under any of the following conditions:
- (a) odometer reading exceeds 125,000;
 - (b) vehicle age is 10 years or older;
 - (c) repair costs to maintain operational capacity of vehicle would exceed fifty (50) per cent of current trade-in Blue Book value of vehicle;
 - (d) repair costs have exceeded fifty (50) per cent of the current trade-in Blue Book value over the course of the past year;
 - (e) vehicle was involved in an accident and deemed "totaled" by the insurance carrier; and
 - (f) upon written request supported by sufficient documentation, the Departmental component's contracting authority determines that the vehicle is no longer road worthy and unsafe to drive.
- (iii) If the Provider Agency receives approval to purchase a vehicle, the maximum cost of the vehicle including all dealer fees and charges may not exceed \$25,000 per vehicle. This limitation excludes

passenger vans, or specialized and adaptive vehicles for handicapped consumers.

(iv) When a Provider Agency has a fleet management program that includes leased vehicles, the Provider Agency may obtain approval on a program basis so that the Provider Agency does not require approval on a vehicle basis.

NJDHS-Standard Language Document for Social Service and

CONTRACT SIGNATURES AND DATES

Training Contracts

The terms of this Contract have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Contract set forth on the preceding pages in Articles I through Article V, and any related Annexes.

This Contract contains ___ pages and is the entire agreement of the parties. Oral evidence tending to contradict, amend or supplement the Contract is inadmissible; the parties having made the Contract as the final and complete expression of their agreement.

BY: X _____
(signature)

BY: _____
(signature)

Robert M. Damminger, Freeholder
(type name) Director

LYNNE A. KOVICH

TITLE: Freeholder Director
(type)

TITLE: ASSISTANT COMMISSIONER

PROVIDER
AGENCY: County of Gloucester
(type)

DEPARTMENTAL
COMPONENT: DIVISION OF MENTAL HEALTH & ADDICTION SERVICES

DATE: _____

DATE: _____

Contract Effective Date: 1-1-14

Contract Expiration Date: 12-31-14

Contract Number: 14-530-ADA-0

Contract Ceiling: Grant \$ 556,408 + Match \$ 78,948 = Total = \$ 635,356

Federal ID#: 21-6000660

Provider Contact Individual: Judy M. Tobias-Johnson
(Print Name)

E1

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO
CONTRACT WITH GATEWAY COMMUNITY ACTION PARTNERSHIP TO
INCREASE THE CONTRACT AMOUNT BY \$4,000.00**

WHEREAS, the County of Gloucester awarded a contract on December 29, 2010, per RFP# 11-008 to Gateway Community Action Partnership to provide 1) Emergency Food; (2) Utility Assistance; (3) 24 Hour Response; (4) Emergency Shelter; and (5) Case Management services to Social Services for the Homeless (SSH) eligible and SSH/TANF eligible 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 \$20,000.00 annually; and

WHEREAS, the State of New Jersey has notified Gloucester County that the State is providing additional funding in Social Services for the Homeless State funds in the amount of \$18,496.00, as per the State these funds are to be applied to existing contracts and the changes in funding were not anticipated at the inception of the contract; and

WHEREAS, an amendment is necessary to this contract to provide additional Social Services for the Homeless State funds for SSH eligible families and individuals; and

WHEREAS, the contract will be increased by \$4,000.00, resulting in a maximum contract amount of \$24,000.00; 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, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the Amendment to the contract between the County of Gloucester and Gateway Community Action Partnership to increase the maximum contract amount by \$4,000.00, resulting in a maximum contract amount of \$24,000.00, from January 1, 2013 to December 31, 2013, due to additional Social Services for the Homeless State Funds; and

BE IT FURTHER RESOLVED that all other terms and provisions of the original contract shall remain in full force and effect; and

BE IT FURTHER RESOLVED that prior to any purchase being made or services 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, December 4, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

2

**AMENDMENT TO CONTRACT BETWEEN
GATEWAY COMMUNITY ACTION PARTNERSHIP
AND
COUNTY OF GLOUCESTER**

THIS is an amendment to a contract entered into on the 29th day of December 2010 (Per RFP #11-008), by and between Gateway Community Action Partnership 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 Emergency Shelter, Food, Prevention, and Case Management Services for unanticipated Social Services for the Homeless State Funds to benefit Gloucester County Residents. This amendment will increase the maximum contract amount by \$4,000.00, resulting in a maximum contract amount of \$24,000.00.

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 4th day of December, 2013.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**GATEWAY COMMUNITY ACTION
PARTNERSHIP**

By:
Title:

E2

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO
CONTRACT WITH VOLUNTEERS OF AMERICA, DELAWARE VALLEY, INC. TO
INCREASE THE CONTRACT AMOUNT BY \$6,166.00**

WHEREAS, the County of Gloucester awarded a contract on December 29, 2010, per RFP# 11-008 to Volunteers of America, Delaware Valley, Inc. to provide 1) Emergency Food; (2) Utility Assistance; (3) Rental Assistance and; (4) Case Management services to Social Services for the Homeless (SSH) eligible and SSH/TANF eligible 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 \$37,000.00 annually; and

WHEREAS, the State of New Jersey has notified Gloucester County that the State is providing additional funding in Social Services for the Homeless State funds in the amount of \$18,496.00, as per the State these funds are to be applied to existing contracts and the changes in funding were not anticipated at the inception of the contract; and

WHEREAS, an amendment is necessary to this contract to provide additional Social Services for the Homeless State Funding for SSH eligible families and individuals; and

WHEREAS, the contract will be increased by \$6,166.00, resulting in a maximum contract amount of \$43,166.00; 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, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the Amendment to the contract between the County of Gloucester and Volunteers of America, Delaware Valley, Inc. to increase the maximum contract amount by \$6,166.00, making the maximum contract amount \$43,166.00, from January 1, 2013 to December 31, 2013, due to additional Social Services for the Homeless State Funding.

BE IT FURTHER RESOLVED 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 services 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, December 4, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

EO

**AMENDMENT TO CONTRACT BETWEEN
VOLUNTEERS OF AMERICA, DELAWARE VALLEY, INC.
AND
COUNTY OF GLOUCESTER**

THIS is an amendment to a contract entered into on the 29th day of December 2010 (Per RFP #11-008), by and between Volunteers of America, Delaware Valley, 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 Emergency Shelter, Food, Prevention, and Case Management Services for unanticipated Social Services for the Homeless Services to benefit Gloucester County Residents. This amendment will increase the maximum contract amount by \$6,166.00, resulting in a maximum contract amount of \$43,166.00.

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 4th day of December, 2013.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**VOLUNTEERS OF AMERICA
DELAWARE VALLEY, INC.**

By:
Title:

EB

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO
CONTRACT BETWEEN THE COUNTY AND THE CENTER FOR FAMILY
SERVICES, INC. TO INCREASE THE CONTRACT AMOUNT BY \$8,330.00**

WHEREAS, the County of Gloucester awarded a contract on December 29, 2010, per RFP# 11-008 to The Center for Family Services Inc. to provide 1) Emergency Food; (2) Utility Assistance; (3) 24 Hour Response; (4) Transitional Housing; and (5) Case Management services to Social Services for the Homeless (SSH) eligible and SSH/TANF eligible 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 \$143,599.00 annually; and

WHEREAS, the contract was amended on October 6, 2013 increasing the contract by \$12,500.00, for a maximum contract amount of \$156,099.00 annually; and

WHEREAS, the State of New Jersey has notified Gloucester County that the State is providing additional funding in Social Services for the Homeless State funds in the amount of \$18,496.00, as per the State these funds are to be applied to existing contracts and the changes in funding were not anticipated at the inception of the contract; and

WHEREAS, an amendment is necessary to this contract to provide additional Social Services for the Homeless State funds for SSH eligible families and individuals; and

WHEREAS, the contract will be increased by \$8,330.00, resulting in a maximum contract amount of \$164,429.00, from September 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, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the Amendment to the contract between the County of Gloucester and The Center for Family Services, Inc. to increase the maximum contract amount by \$8,330.00, making the maximum contract amount \$164,429.00, from January 1, 2013 to December 31, 2013, due to additional Social Services for the Homeless State Funds.

BE IT FURTHER RESOLVED 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 services 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, December 4, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

EB

**AMENDMENT TO CONTRACT BETWEEN
THE CENTER FOR FAMILY SERVICES INC.
AND
COUNTY OF GLOUCESTER**

THIS is an amendment to a contract entered into on the 29th of December 2010 (Per RFP #11-008), by and between The 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 for additional contract specified Emergency Shelter, Food, Prevention, and Case Management Services for unanticipated Social Services for the Homeless State Funds to benefit Gloucester County Residents. This amendment will increase the maximum contract amount by \$8,330.00, resulting in a maximum contract amount of \$164,429.00.

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 4th day of December, 2013.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**THE CENTER FOR FAMILY
SERVICES, INC.**

By:
Title:

GI

RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF HOLLY ACRES, LLC, LOCATED IN THE TOWNSHIP OF ELK, KNOWN AS BLOCK 45, LOT 22, CONSISTING OF APPROXIMATELY 26.929 ACRES, FOR THE AMOUNT OF \$148,109.50

WHEREAS, the Gloucester County Agriculture Development Board (hereinafter the "Board") was previously established by the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") under and pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11, et seq., (hereinafter the "Act"), and the regulations promulgated thereunder at N.J.A.C. 2:76-5 et seq., (hereinafter the "Regulations"); and

WHEREAS, **Holly Acres, LLC**, having presented themselves as the owner of the land and premises located in the **Township of Elk** (hereinafter the "Township"), **and known as Block 45, Lot 22 (hereinafter collectively the "Property")**, which consists of approximately 26.929 acres; and made application to the County seeking to have the County purchase development easements in the Property; and

WHEREAS, **Holly Acres, LLC**, as the owner of the Property, has indicated a willingness to execute a conditional Agreement of Sale to grant to the County development easements in the Property, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such an easement; and

WHEREAS, such development easements would ensure that the Property remains permanently preserved, and restricted to agriculture uses only, which has been determined to be for the public good; and

WHEREAS, the Property has been determined to qualify for the purchase of said easements under and pursuant to both the Act and Regulations, as well as the guidelines promulgated by the County as part of its Farmland Preservation Program; and

WHEREAS, the County would be providing the funds through its Farmland Preservation Program for the purchase of the said development easements in the Property in the amount of **\$148,109.50** which is the total purchase price for same; and

WHEREAS, a Certificate of Availability of Funds has been issued by the County certifying that sufficient funds for this purchase of development easements has been appropriated; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds in the amount of **\$148,109.50**, pursuant to CAF# 13-10609, which amount shall be charged against County budget line item T-03-08-509-372-20549; and

WHEREAS, the execution of a conditional Agreement of Sale by the County to purchase development easements in the Property has been determined to be in the best interests of the County, for the public good, and in furtherance of the purposes of the Act and Regulations.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, as follows:

1. The County be, and the same hereby is, authorized to acquire development easements in the farm premises owned by **Holly Acres, LLC**, known as **Block 45, Lot 22**, in the Township of Elk, County of Gloucester, State of New Jersey for the amount of **\$148,109.50**.

2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and **Holly Acres, LLC**, in regard to the County's purchase of development easements in the farm premises known as **Block 45, Lot 22**, in the Township of Elk, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the signing of same by the Freeholder Director or his designee, and the Clerk of the Board, is authorized and directed.

3. The Freeholder Director or his designee, be, and the same hereby are, authorized to execute and the Clerk of the Board is authorized to attest to, any other documents necessary to complete this transaction.

4. The appropriate County representatives, including County Counsel, and any Assistant County Counsel, be, and the same hereby are, authorized to sign any and all documents necessary to complete closing of this transaction.

ADOPTED at the regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, December 4, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

G1

CONTRACT TO SELL DEVELOPMENT EASEMENT

HOLLY ACRES, LLC

TO

THE COUNTY OF GLOUCESTER

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WITNESSETH:

WHEREAS, Buyer is a body politic and corporate of the State of New Jersey which believes that the permanent preservation of lands devoted to agricultural use is in the public interest and benefits the citizens of Gloucester County and that the purchase of development rights to accomplish the preservation of said land is a worthwhile and prudent expenditure of public funds; and

WHEREAS, Buyer has promoted and funded the Gloucester County Farmland Preservation Program (hereinafter, the "Program"), which program makes monies available for the purchase of development rights and credits to properties in agricultural use in order to permanently restrict said properties to such use; and

WHEREAS, Seller has represented that it is the exclusive owner of the real property described in the Transaction Summary; and

WHEREAS, Seller is committed to the continued agricultural use of the Property and wishes to permanently preserve and restrict the Property to agricultural use for itself and Seller's heirs, executors, administrators, successors and assigns and for the public good; and

WHEREAS, Seller has applied to the Gloucester County Agriculture Development Board ("GCADB") to participate in the Program through the sale of the development rights to the Buyer; and

WHEREAS, Buyer may elect to accomplish this purchase in a manner that will give Buyer the opportunity to apply to the State Agriculture Development Committee (hereinafter, the "SADC") pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. (hereinafter, the "Act") and the regulations adopted pursuant thereto or other State or other funding source in order to either secure supplemental funds to make this purchase or to recover a portion of the cost of this purchase; and

WHEREAS, Buyer has offered to purchase the development rights and credits and a development easement from the Property from Seller on certain conditions and Seller, by execution hereof, has accepted Buyer's offer; and

WHEREAS, Seller and Buyer wish to permanently preserve and restrict the Property to agricultural use for and in consideration of payment to be made by the Buyer in accordance

with the terms and conditions stated in this agreement, each agreeing that said permanent preservation shall occur and be effective upon Seller's execution of a deed of easement conveying the nonagricultural development rights and credits to the Property and a development easement to the Buyer;

NOW, THEREFORE, in consideration of the foregoing and of the benefits accruing to each, the parties agree to the following:

1.0. Definitions.

"Agricultural use" means the use of land for common farmsite activities including, but not limited to, production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage and water management and grazing and related activities.

"Application processing costs" means the costs incurred by Buyer in processing Seller's Application and Offer to Sell a Development Easement. Said costs include the cost of obtaining appraisals, a survey, title work and obtaining a letter of nonapplicability pursuant to the Industrial Site Recovery Act or Environmental Clean-up Responsibility Act.

"Assumed Gross Acreage" means the size of the Property, in acres, as reported to the Buyer by Seller in Seller's Application or as otherwise reported in the official tax map.

"Closing" means the date on which all conditions to the making of this purchase by Buyer have been satisfied; the Seller delivers the Deed to Buyer and buyer delivers the consideration to Seller.

"Commitment Period" means the period of time starting on the Effective Date and ending on the date stated in the Transaction Summary.

"Consideration" means the sum that is due to Seller as payment for Seller's execution and delivery of a Deed of Easement.

"Development Credit" means an instrument of development potential representative of the number of dwelling units or other designated development opportunities attributed or which might be attributed, currently or in the future, to the Property by a transfer-of-development-rights ordinance.

"Development Easement" means an interest in land, less than fee simple absolute title thereto, allowing the owner to develop land for any nonagricultural purposes allowed by law.

"Development Rights" means the right to develop the Property in any way other than in accordance with the Deed of Easement to be executed by Seller.

"Effective Date" of this agreement shall be the sixth (6th) day following the day that both parties have executed this agreement.

"Hazardous Substance" means any substance, chemical or waste that is listed as hazardous, toxic or dangerous under any Federal or New Jersey law or regulation.

"IRS" means the Internal Revenue Service.

"Like-Kind Exchange" means a transaction structured with the intention of satisfying the conditions and requirements of section 1031(a)(1) of the Internal Revenue Code and the rules and regulations applicable thereto.

"Non-County Funds" means monies from any of the following: (a) the Municipality in which the Property is located; (b) the SADC; (c) the State Transfer of Development Rights Bank; or, (d) any other public or private entity which provides funds for the purpose of preserving agricultural lands.

"Nonagricultural Development Rights": See Definition for Development Rights above.

2.0. BUYER'S AND SELLER'S COMMITMENTS. In accordance and compliance with the terms and conditions of this agreement, Seller agrees to sell and Buyer agrees to buy the Nonagricultural Development Rights and Development Credits appurtenant to the Property and a Development Easement in the Property. Seller agrees to execute a Deed of Easement making said conveyance to Buyer. Seller's commitment to sell and Buyer's commitment to purchase shall expire at the end of the Commitment Period, unless the parties agree otherwise.

2.1 FORM OF DEED. Attachment A hereto is the Deed of Easement form currently required to be used by the SADC. Seller agrees to sign a Deed of Easement containing the terms, conditions and restrictions which are contained in Attachment A, or such other modified Deed of Easement form that may be required by a provider

of Non-County Funds which (a) has committed to provide all or a portion of monies to be paid to Seller hereunder or (b) is a potential source of reimbursement of funds expended by Buyer to make this purchase. Seller shall not be required to sign an easement document which contains restrictions on use of the Property that are materially and substantially more burdensome than those contained in Attachment A.

2.2. DOCUMENTS REQUIRED FOR SALE FROM SELLER. At or prior to closing, Seller shall deliver a Deed of Easement, affidavits of title acceptable to County Counsel, and any other documentation required by Buyer, a Buyers title insurer. If Seller is a corporation or partnership, Seller shall provide appropriate resolutions or other documents authorizing this sale and execution of the Deed of Easement, and all appropriate documents by proper corporate officers or partners. Seller shall also deliver an incumbency certificate for the officer(s) signing the Deed; and all corporate or partnership documents that may be required by Buyer's title company. On delivery of this agreement, Seller shall also provide copies of Seller's formation documents, and reasonably satisfactory evidence that Seller has been duly organized and is validly subsisting.

2.2.1 DOCUMENTS REQUIRED FOR SALE FROM BUYER. At or prior to closing, Buyer shall deliver the following to Seller:

(a) The County's Resolution authorizing the purchase hereunder.

2.3. SELLER'S CONDITIONAL. During the Commitment Period Seller shall be entitled to rescind, cancel or terminate this Agreement. Subject to paragraph 4.2, and any other term or condition of this agreement, the Seller shall have the right to terminate this agreement if Buyer fails to close on or before the last day of the Commitment Period and such failure is not attributable to conduct of the Seller. If Seller elects to terminate, this agreement shall be null and void and the parties shall have no further rights or obligations hereunder.

2.4. LIKE KIND EXCHANGE. Seller may elect to accomplish this sale as part of a like-kind exchange transaction. Seller shall be solely responsible for selecting the exchange property and negotiating its purchase as well as for the preparation of all documents, forms and filings with respect to accomplishing such a transaction. Such an election shall not relieve or modify Seller's responsibility to perform pursuant to this agreement. The foregoing notwithstanding, nothing shall obligate Buyer to participate in a proposed like-kind exchange if any of the

Buyer's advisors (attorneys, bond counsel, auditors or accountants) counsel against Buyer's participation.

2.5. LIKE KIND EXCHANGE ELECTION. The Seller shall have sixty (60) days from the Effective Date of this agreement to investigate its interest in consummating this sale as part of a like-kind exchange. In the event that Seller fails to advise Buyer in writing by said date of Seller's desire the sales price shall be paid in accordance with the Buyer's policy concerning payment for farmland easement purchases. Seller shall also be obligated to report on the Property that Seller has identified for a like-kind exchange transaction within this said period.

2.6. SELLER'S COSTS TO PERFORM. Seller shall be responsible for retaining and compensating Seller's own expert advisors (including, but not limited to, attorneys, accountants and tax advisors) with respect to all matters pertaining to this transaction. Seller shall provide Buyer with the name, address and telephone number of each of Seller's advisors.

2.7. NOTICE OF BUYER DISCLAIMER OF RESPONSIBILITY AND LIABILITY. In paragraphs 2.7.1 and 2.7.2 Buyer is placing full responsibility on Seller to learn about and understand the tax consequences of this sale transaction. Seller is required to rely exclusively on Seller's advisors. Seller is not entitled to rely on the statements or opinions of Buyer, or Buyer's representatives.

2.7.1. NO ASSURANCES AS TO TAX CONSEQUENCES. Regardless of any statements or representations made by Buyer, or by representatives or consultants or contractors of Buyer, whether contemporaneous with or prior or subsequent to the parties' execution of this agreement, Buyer makes no assurances, promises or representations that the Internal Revenue Service, the State of New Jersey or any other agency or entity having the right or power to review the tax consequences of the sale contemplated by this agreement will consider and approve, acknowledge or accept the sale by Seller pursuant to this agreement as a transaction which entitles Seller to defer capital gains taxes or other taxes which might be due as a result of the sale contemplated herein.

2.7.2. NO RELIANCE ON BUYER. Seller shall not be entitled to rely on the opinions of Buyer, its staff, agents or employees or Buyer's advisors -- including Buyer's tax, legal and financial consultants -- with respect to any potential benefits that Seller might realize as a result of this transaction or as a result of Buyer's payment of the purchase price (or any part thereof) on an installment basis. Seller hereby acknowledges and agrees that

Seller and Seller's successors, administrators, personal and legal representatives and assigns shall have no claim against the Buyer, its officers, agents, servants and contractors for any damages or otherwise in the event that the tax consequences of this transaction are not as Seller expects.

2.8. SELLER'S TITLE AND RIGHT OF ACCESS. Responsibility for establishing Seller's title to the Property and Seller's legal right to access to it from a public road, including resolving any issues to Buyer's satisfaction, shall be Seller's. At closing Seller's title shall be marketable and insurable by the title insurance firm of Buyer's choice and Seller's right of access to the Property shall be established to the satisfaction of Buyer's legal counsel. A marketable title is one which is insurable by any title company authorized to do business in the State of New Jersey at regular rates.

If a defect in title is found in any portion of the Property, Seller shall make a good faith effort to resolve the defect. If the defect cannot be resolved, Buyer has the right to not accept that portion of the Property that cannot be delivered with good and marketable title. If Buyer does not accept any portion of the Property due to a defect in title, Seller will not be responsible for any costs associated with that portion of the Property.

2.8.1. SUBORDINATION OF CLAIMS. Unless the Transaction Summary in this agreement provides that a portion of the sales price is to be applied for the payment of encumbrances on, or claims against, the Property or Seller, Buyer shall not be required to pay more at closing than is reported in the said Transaction Summary. In the event there are any outstanding mortgage liens, tax obligations or any other encumbrances or claims against the Property or which might be asserted against the Property which will not be cancelled at or prior to closing, Buyer's performance pursuant to this agreement shall be contingent on the consent of all mortgagees and all other claimants against the Property to subordinate their claims to the Deed of Easement to be executed by Seller. The subordination shall be acceptable in all respects to Buyer, and to any provider of non-County funds.

2.9. SELLER'S COVENANTS AS TO USE. Seller's execution of this agreement shall constitute a certification and covenant to Buyer that no use of or on the Property that is not "agricultural" as defined in paragraph 1.0 has commenced since the time that Seller filed the application to sell a development easement to the Buyer. Seller further covenants, warrants and agrees that no new use of the Property that is not within the meaning of an

"agricultural use" as defined in paragraph 1.0 shall be commenced.

2.10. SELLER'S ACTIONS PRIOR TO CLOSING. Seller promises, covenants and agrees to take no action with respect to the Property that is detrimental to the Property's ability or capability of being put to agricultural use -- including, but not limited to, removing soil, rocks or any other earthen materials from the Property or allowing regulated wetlands conditions to develop -- unless the practice is a component of a soil conservation plan approved by the Natural Resource Conservation Service ("NRCS").

2.11. SELLER'S COMMITMENT TO COOPERATE. Seller promises, covenants and agrees to cooperate with Buyer and the Provider of non-County funds in processing, reviewing and considering all matters pertaining to the Buyer's application, regardless of whether the Provider of non-County funds is solicited by the Buyer prior or subsequent to purchasing an easement from Seller pursuant to this agreement. Seller agrees to sign such documents or forms which may be reasonably required by Buyer, and to provide access to the Property for inspection in order for Buyer to qualify for such funds. The commitment in this paragraph shall survive closing.

2.12. ASSIGNMENT OF RIGHT OF OFFER TO SELL. Seller acknowledges that a Provider of Non-County funds may require that the owner of Property interested in selling the development rights for the purpose of farmland preservation make an offer to sell said rights for a specified per-acre amount. Seller hereby agrees that until such time as Seller conveys an easement to Buyer pursuant to this agreement Buyer, as contract purchaser, shall have the right to make the offer to sell the development rights to the Property to the provider of said funds and Seller hereby assigns said right to Buyer. Seller further agrees to cooperate with Buyer in satisfying requirements of said provider for offers of sale. The amount offered by Buyer to sell shall have no effect on the purchase price to be paid pursuant to this agreement.

2.13. HAZARDOUS SUBSTANCES ON THE PROPERTY. By execution of this agreement, Seller certifies and warrants to Buyer the following:

- a. Seller has no knowledge that the Property was ever used for the manufacture, refining, transportation, treatment, storage, handling or disposing of hazardous substances or toxic wastes of any nature other than in connection with use that was in accordance with commonly

accepted agricultural practices.

- b. Seller has not placed any hazardous waste or hazardous substances on or under the Property, except in accordance with commonly accepted agricultural practices.
- c. Seller has no knowledge that hazardous substances were ever spilled on or buried in the Property.
- d. To Seller's knowledge there is neither an operating nor a closed landfill on the Property.
- e. To Seller's knowledge there are no hazardous waste or hazardous substances on or under the Property other than that used in connection with agricultural use of the Property in accordance with commonly accepted agricultural practices.
- f. Only those tanks described on Attachment C hereto are located on the Property.
- g. To the best of Seller's knowledge, none of the tanks containing fuel or hazardous substance on the Property are leaking and all comply with current governmental regulations pertaining thereto.

Any exception(s) to the foregoing certifications shall be declared in writing by Seller, which document shall be attached to and incorporated in this agreement.

2.13.1. INDUSTRIAL SITE RECOVERY ACT/ENVIRONMENTAL CLEANUP RESPONSIBILITY ACT. Unless Buyer waives the requirement, this agreement is contingent upon Buyer's receipt of a letter of nonapplicability from the New Jersey Department of Environmental Protection ("DEP") stating that the Property is not subject to the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. Seller agrees to cooperate in Buyer's application to the DEP. Buyer shall be responsible for the cost of said application.

2.14. SEPTIC SYSTEM USE. In the event that the Property is serviced by a septic system, Seller hereby promises, certifies, represents and warrants that only structures located on the Property are connected to or utilize the system.

2.15. CONDEMNATION PROCEEDINGS. Seller affirms and declares that no entity having the right to institute condemnation proceedings has done so as to all or any portion of the Property.

2.16. EXCLUSIVE AGREEMENT. Seller affirms and certifies that no other agreement to sell all or any part of the Property or any interest in the Property to any other person, whether oral or written, has been made or executed and Seller has given no person an option to purchase all or any part of the Property or any interest in the Property.

2.17. NO LITIGATION OR VIOLATIONS PENDING. Seller hereby warrants and certifies that there are no judgments or proceedings pending in any court or before any governmental or regulatory board or agency which affect or may affect the Property. Seller further warrants and certifies that Seller has received no notice of violation of any statute, ordinance, rule, regulation or insurance requirement which has not been corrected, and Seller has no knowledge of any such violation.

3.0. COMPENSATION TO SELLER. In consideration of Seller's execution and delivery of a Deed of Easement conveying the Nonagricultural Development Rights and Development Credits and an easement to the Buyer, and execution and delivery of such other documents as Buyer deems necessary, Buyer shall pay Seller the per-acre amount stated in the Transaction Summary of this agreement. The estimated sales price stated in the Transaction Summary is based on the assumption that the Property to be subject to the easement is the size stated thereon. The actual amount of the purchase price shall be computed on the actual acreage determined by a survey of the Property obtained by the Buyer (see paragraph 5.0), subject to deductions and adjustments described in paragraph 3.1.

3.1. COMPUTATION OF PURCHASE PRICE. Computation of the payment to be made to Seller pursuant to paragraph 3.0 shall take into account any Residential Dwelling Site Opportunities ("RDSO") or Land Exceptions stated in the Transaction Summary. For purposes of computing the sum payable to Seller the number which is four times the per-acre value shall be deducted from the sum otherwise due Seller for each RDSO. The deduction for excepted acreage shall be the number which is the per-acre value attributed to the acreage of the land to be excepted.

In addition, computation of the sum payable shall be subject to the following terms and conditions:

- a. The acreage which will be restricted by the Deed of Easement shall not include acreage for (i) rights-of-way (or provision for constructing, widening or improving rights-of-way) along any Federal, State,

County or Municipal roads which abut the Property;
(ii) facilities for the drainage of storm, ground or surface waters or improvements thereto required for the safety of the roads which abut the Property, as determined by the Buyer; (iii) improvements to road intersections which Buyer, the State or Municipality has identified as necessary and (iv) potential improvements to bridges or dams which abut the Property.

b. Computation of the amount payable shall not include acreage attributable to water bodies which are on the Property, or along a Property boundary.

c. The acreage on which payment will be based shall not include acreage of any portion of the Property which the Buyer's title insurer is unwilling to insure.

d. Buyer may elect to exclude from the acreage amount any or all portions of the Property to which Seller is unable to establish a legal right of access to the Buyer's satisfaction.

3.2. PAYMENT OF PURCHASE PRICE. Buyer shall pay the Purchase Price in accordance with the following:

a. The Seller shall be entitled to payment of the amount stated in the Transaction Summary of this agreement at closing, subject to any deductions and adjustments as provided in this agreement.

3.3. EASEMENT EFFECTIVE AT CLOSING. All restrictions on use of the Property imposed by the Deed of Easement shall be effective on closing. Seller and all persons who succeed to Seller's interest in the Property shall be obligated to comply with all terms and conditions of the Deed of Easement.

4.0. TITLE INSURANCE. The Buyer agrees to be responsible for the cost to insure Buyer's interest in the Property. Seller agrees to cooperate with the Buyer's title company and insurer, and to execute such documents as may be required to confirm Seller's title. The agreement of Buyer's title company to insure Buyer's interest in the Property shall be a precondition to closing.

4.1. EVIDENCE OF SELLER'S TITLE. Seller shall use its best efforts to provide Buyer with copies of any documents which evidence or confirm Seller's title to the Property which include, but are not limited to, copies of "marked up" title commitments

and policies of title insurance. Said documents shall be provided within ten (10) days of the Effective Date of this agreement.

4.2. ACTIONS NECESSARY TO PROVE SELLER'S TITLE. The parties agree that Buyer has no responsibility whatsoever in taking any action needed to confirm or establish Seller's title. Buyer's title company shall not be liable for researching Seller's title beyond sixty (60) years prior to the current year. If Buyer's title company is unwilling to insure title to all or any portion of the Property on the basis of such a search, responsibility for establishing Seller's good title, and the costs incurred to do so, shall be on Seller.

4.3. EXTENSION OF COMMITMENT PERIOD. Seller and Buyer agree that the Commitment Period defined in the Transaction Summary of this agreement shall be extended for up to forty five (45) days if Buyer's title company encounters difficulty in confirming Seller's title to all or any portion of the Property.

4.4. ENCUMBRANCES ON TITLE/PROPERTY'S SIZE. The Buyer's offer to buy is made on the basis of its knowledge about the Property at the time this agreement is executed, including that the Property is the Assumed Acreage in size. The Buyer shall have the right to cancel this agreement, or to issue a new offer, in the event that the Property's size is not at least ninety percent (90%) of the Assumed Acreage, or is in some way significantly different from what was appraised, or if Seller's title is subject to restrictions on use, or to an easement which Buyer believes impacts on the value of the Property's development rights, or on the public need to make this purchase.

4.5. SELLER'S PERFORMANCE REQUIRED NOTWITHSTANDING TITLE DISPUTE. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's title company and/or surveyor about the size of the Property owned by Seller. Buyer may elect, but is not required, to (a) extend the time for closing if Seller desires to establish Seller's good title to such portion of the Property deemed not insurable by the Buyer's title company or (b) complete the purchase for that portion of the Property that has been determined by Buyer's title company to be insurable at regular rates.

5.0. SURVEY OF PROPERTY. Seller agrees that as a condition to making this purchase, Buyer shall be entitled to obtain a survey of the Property by the surveyor of Buyer's choice, and at Buyer's expense. Seller agrees to cooperate with the surveyor in all respects. Execution of this agreement shall constitute Seller's

authorization to Buyer's surveyors to enter upon the Property as necessary to complete the survey. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's surveyor about the boundaries of the Property. Seller shall be responsible for providing Buyer with a copy of any survey of the Property in Seller's possession within ten (10) days of the Effective Date.

6.0. INSPECTIONS OF THE PROPERTY. Representatives of the Buyer, the County of Gloucester, the GCADS, or the SADC, shall have the right to inspect the Property at any time prior to closing. In addition, Representatives of the Buyer, the County of Gloucester, the GCADB, or the SADC shall have the right to inspect the Property following Seller's execution of the Deed of Easement for the purpose of verifying that Seller is not in violation of any of the terms and conditions of this agreement or of the Deed of Easement. Absent special need therefor, all inspections shall be conducted during daylight hours and on twenty four (24) hours' advance notice to Seller.

7.0. RISK OF LOSS. Risk of loss or damage to the Property by fire or other cause prior to closing shall be and is assumed by the Seller. At its sole discretion the Buyer may elect to cancel this agreement or limit the area of the Property subject to this agreement in the event that the Property is substantially damaged or the potential for agricultural use of the Property is substantially impaired as a result of any occurrence between the date of this agreement and closing. Seller is required to advise the Buyer of any occurrence which results in loss of or damage to the Property or the impairment of the Property's availability or usability for agricultural purposes.

7.1. CONDITION OF THE PROPERTY. Seller hereby represents, warrants and certifies to Buyer that the Property is substantially and materially in the condition it was when Seller applied to the Program, and that Seller knows of no existing circumstance or condition which may impair agricultural use of the Property following closing.

8.0. INDEMNIFICATION OF BUYER FOR HAZARDOUS CONDITION OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made by any parties that are involved in this transaction, judgments awarded, penalties assessed or orders entered, which now exist or which may subsequently exist of or pertaining to the discharge of hazardous substances from or onto the Property which discharges were determined to have occurred during Seller's period of ownership. Buyer's acceptance of a Deed of Easement from Seller

conveying to Buyer the Nonagricultural Development Rights and Credits and an easement to the Property and Buyer's payment to Seller therefor shall not constitute nor be deemed to be an assumption of liability for any hazardous substances on or discharges from the Property, regardless of whether said discharge occurred or occurs prior or subsequent to closing.

8.1. INDEMNIFICATION OF BUYER FOR USE OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made, judgments awarded, penalties assessed or orders entered pertaining to (a) Seller's failure to comply with the terms and conditions of the Deed of Easement or (b) Seller's use of the Property in accordance with the Deed of Easement. Buyer's acceptance of the Deed of Easement shall not constitute an assumption of liability or responsibility for any damages or losses sustained by any person or entity as a result of Seller's use of the Property -- whether or not in conformity with the Deed of Easement.

8.2. INDEMNIFICATION OF SELLER. Buyer agrees to indemnify and hold Seller harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, for the defense of such claims and demands arising from the conduct of Buyer, its agents, employees, invitees, or licensees in connection with any of their activities in or about the Property. Seller shall promptly notify Buyer of the commencement of any claim, demand, action or proceeding.

9.0 REDUCTION OF PROPERTY'S VALUE. Seller acknowledges Seller's understanding that execution of the Deed of Easement and conveyance of the Property's nonagricultural Development Rights and Credits and an easement to Buyer may reduce the value of the Property. Seller agrees that acceptance of Buyer's payment to it, computed in accordance with paragraphs 3 and 3.1, shall constitute full and complete consideration for Seller's execution of the Deed of Easement. Seller acknowledges and agrees that Seller shall have no further claim for compensation for any loss in value of the Property that may occur subsequent to closing which may be attributable to this sale.

10.0. USE OF PROPERTY AFTER SALE. Neither Buyer nor Seller makes any warranty to the other that economic market conditions will continue to make agricultural use of the Property a viable or profitable choice. Seller understands, acknowledges and agrees that Seller's sale of the Property's Nonagricultural Development Rights and Credits and an easement to Buyer shall permanently and forever restrict the Property to agricultural use regardless of whether Seller or any other person is subsequently able to make

profitable use of the Property so restricted and that Seller shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.

10.1. NO RELIEF FROM RESTRICTIONS. No law, rule or regulation, whether Federal, State or local, shall relieve Seller or Seller's successors, heirs, assigns, personal or legal representatives or subsequent owners of the Property of the restrictions on the Property imposed by the Deed of Easement, provided however that nothing contained herein shall require the Buyer, their heirs and assigns to actively engage in agricultural use of the Property.

11. DEFAULT BY SELLER. Violation of any term or condition of this agreement by Seller shall constitute a default. "Default" includes, but is not limited to, the following actions by Seller:

(a) Seller advises Buyer that Seller does not intend to sell the Property's Nonagricultural Development Rights, Credits and an easement to Buyer.

(b) Seller violates or fails to comply with any material term of this agreement and fails to cure said default within five (5) days of the date of Buyer's demand upon Seller to do so. If Seller asserts that more than five (5) days are needed to cure a default, Seller shall so advise Buyer in writing and request such additional period as Seller believes necessary. Buyer shall agree to said additional period if the period to cure proposed by Seller is objectively reasonable; in no case, however, shall Seller be relieved from performance pursuant to this agreement if the period to cure extends beyond the Commitment Period.

(c) Seller fails to execute and deliver a Deed of Easement and all required supporting documentation on the date of closing scheduled in accordance with the terms of this agreement. Supporting documentation includes, but is not limited to, affidavit(s) of title acceptable to Buyer, and mortgage subordination agreements.

(d) Seller or any person acting on Seller's behalf has made a misrepresentation of material fact in the application or in or through any other written or oral communication with Buyer concerning the Property.

(e) Seller commences a nonagricultural use on the Property.

(f) Seller fails to cooperate with Buyer, Buyer's title company, surveyor or Provider or potential provider of non-County funds in accomplishing this sale transaction.

12. BUYER'S RIGHTS ON SELLER'S DEFAULT. In the event that Seller defaults in any term, covenant, requirement or condition of this agreement, Buyer shall have the right to declare Seller in default, and take any of the following actions:

- a. sue for specific performance;
- b. cancel the agreement;
- c. require the Seller to pay Buyer all of the Application Processing Costs it has incurred after the date of this Agreement;
- d. require that Seller restore the Property to the condition it was in prior to the time that nonagricultural use activity commenced subsequent to the submissions of the Seller's application;
- e. reduce the amount payable pursuant to paragraph 3.0 by four times the easement value for each day and for each acre or part of any acre that soil or other earthen material is removed from the Property in violation of paragraph 2.11; and
- f. require Seller to replace soil removed from the Property in violation of paragraph 2.11 with topsoil approved as to quality by the NRCS.

13. ENFORCEMENT OF AGREEMENT AND EASEMENT. Buyer and Seller shall each have the right to enforce the terms of this agreement and the restrictions to be imposed on the Property contemplated by this agreement by any lawful means available. The parties hereby agree and consent to the jurisdiction of the Superior Court of New Jersey, Gloucester County vicinage, in any action brought by Buyer or Seller to enforce the terms of this agreement or the terms and conditions of the Deed of Easement.

14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY. Seller may not sell, transfer or convey the Property, in whole or in part, to any person unless the purchaser, transferee or assignee agrees

to comply with and perform in accordance with the terms of this agreement. Seller shall be responsible for providing a writing acceptable to Buyer in which Seller's transferee or assignee agrees to comply with and be bound by the terms of this agreement. Seller may not assign this agreement without the approval of the Buyer, which approval shall not be unreasonably withheld.

15. REVIEW OF AGREEMENT BY SELLER'S ATTORNEY. Seller may submit this agreement to an attorney for review. In the event that Seller fails to submit this agreement to an attorney for review, or if Seller's attorney neither disapproves nor requests modification to this agreement within five (5) business days of Seller's execution hereof, Seller shall be bound hereby. Seller shall be responsible for the cost of any attorney retained to represent or counsel Seller with respect to this matter.

16. COMPLETE AGREEMENT. This agreement is the entire and only agreement between Buyer and Seller and no other statements, promises or communications, whether written or oral, shall be effective to modify or supersede this agreement or any term herein. This agreement can only be changed by a writing signed by both Buyer and Seller.

17. LOCATION OF CLOSING. Closing shall be conducted at the offices of Gloucester County, or such other place specified by Buyer.

18. TIME FOR CLOSING. Buyer shall notify Seller when all preconditions to consummation of this sale have been satisfied, and Buyer is ready to schedule closing. Buyer and Seller shall establish a date for closing which is acceptable to both parties.

18.1. DELAY IN CLOSING BY SELLER. Seller's inability (except for objectively reasonable reasons) or unwillingness to close on the date for closing scheduled pursuant to paragraph 18, or failure to cooperate in scheduling a date for closing, shall constitute a breach of this agreement entitling Buyer to the remedies therefor set forth in paragraph 12.

19. NO COLLUSION. Seller hereby affirms that neither Seller nor any person on Seller's behalf has made or agreed to make any valuable gift, whether in the form of service, loan, thing or promise, to Buyer or to any employees, servants or agents of Buyer for the purpose of influencing Buyer to make this purchase. In the event that Seller's affirmation herein is untrue, Buyer shall have all rights on default described above as well as any other right that might be available to it under New Jersey law.

20. NOTICES. All notices to each party shall be made in writing delivered personally or by first-class, postage prepaid mailed to the other party at the addresses stated in the Transaction Summary in this agreement.

21. SURVIVABILITY OF COVENANTS. All covenants and agreements made by Seller in this Agreement are binding on Seller and on Seller's agents, attorneys-in-fact, heirs, administrators, executors, personal and legal representatives, successors and assigns and shall survive closing for the applicable statute of limitations period, measured from Buyer's discovery of a claim for Seller's violation of a covenant or agreement made herein. Buyer shall be entitled to record this agreement, or a Notice reporting the existence of this agreement.

22. WAIVER OF BREACH. The waiver of a breach of any provision of this agreement by Buyer or Buyer's failure to insist upon strict compliance with any term, covenant or conditions hereof shall not operate or be construed as a waiver of any subsequent breach. Delay in or failure of Buyer to declare Seller in breach of this agreement shall not operate or be construed as a waiver thereof.

23. GOVERNING LAW. This agreement shall be governed by and construed in accordance with New Jersey law, and shall be subject to the requirements of all applicable laws and regulations adopted by State or Federal Non-County Funding Sources. If any provision of this agreement shall be or become invalid under any law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

24. PERSONS BOUND. This agreement shall be binding on the parties and on their heirs, executors, administrators, personal or legal representatives, successors and assigns.

25. SELLER ENTITY. If Seller is a corporation or other business entity Seller warrants and certifies that it is duly formed and validly existing under New Jersey law. Seller has the full power, right and authority to enter into this agreement, to perform its obligations under this agreement, and to execute and deliver all documents required to be executed and delivered by Seller under this agreement. The person signing this agreement on behalf of Seller has the requisite power and authority to execute and deliver this agreement in the name of Seller and to create a binding obligation of Seller. Upon request, Seller shall deliver to Buyer such evidence and documentation as Buyer may reasonably require in order to verify the truth of the statements made in this Paragraph.

26. COUNTERPARTS. This agreement may be signed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute a single agreement, with the same effect as if the signatures thereto and hereto were upon the same instrument.

27. CAPTIONS. The captions contained in this agreement are for the convenience of the parties and do not in any way modify, amplify or give full notice of any of the provisions of this agreement.

28. NUMBER AND GENDER. For purposes of this agreement, the masculine shall be deemed to include the feminine and the neuter, and the singular shall be deemed to include the plural, and the plural the singular, as the context may require.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Seller has caused this agreement to be executed. If Seller, whether in whole or in part, is other than a natural person, the making and execution of this agreement has been properly authorized and effected.

IN FURTHER WITNESS WHEREOF, and intending to be legally bound thereby, the Buyer has caused this agreement to be executed by its duly authorized agents.

SELLER:

HOLLY ACRES, LLC

BY: _____

JOHN C. ACKERMAN, JR.

Member

BY: _____

JANICE V. ACKERMAN

Member

BUYER:

COUNTY OF GLOUCESTER

BY: _____

ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

Federal Tax ID #

**CONTRACT TO SELL NONAGRICULTURAL DEVELOPMENT RIGHTS,
DEVELOPMENT CREDITS AND A DEVELOPMENT EASEMENT**

ATTACHMENT C - FUEL TANK DISCLOSURE

We hereby certify that only the fuel tanks described below are located on, over or under the property which is the subject of this agreement of sale:

Tank No. 1:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 2:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 3:

Location:

Contents:

Purpose (use):

Age (in years):

Use additional sheet(s) if more than three tanks are on the Property.

All property owners must sign:

SELLER:

HOLLY ACRES, LLC

BY: _____
JOHN C. ACKERMAN, JR.
Member

DATE: _____

BY: _____
JANICE V. ACKERMAN
Member

DATE: _____

COUNTY OF GLOUCESTER
P. O. Box 337
Woodbury, N.J. 08096

COB

GI

Certificate of Availability of Funds

TREASURER'S NO. 13-10609 DATE November 13, 2013

T-03-08-509-372-20549
BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Land Preservation

AMOUNT OF CERTIFICATION \$148,109.50 COUNTY COUNSEL Emmett Primas, Esq.

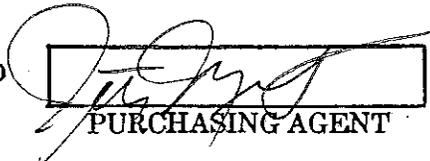
DESCRIPTION:

Resolution to acquire a development easement on the farm property of Holly Acres, L1 C Located in the Township of Elk, known as Block 45, Lot 22, consisting of approximately 26.929 acres at \$5,500.00 per acre for the amount of \$148,109.50.

VENDOR: West Jersey Title Agency

ADDRESS: 15 South Main Street
Woodstown, NJ 08098


DEPARTMENT HEAD APPROVAL

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 11-21-13

GA

**RESOLUTION TERMINATING DRAINAGE EASEMENTS PREVIOUSLY
CONVEYED TO THE COUNTY BY PIERSOL HOMES AT COUNTRY BRIDGE
ESTATES, LLC, IN THE TOWNSHIP OF SOUTH HARRISON KNOWN AS BLOCK 5,
LOT 7.09, AND BLOCK 5, LOT 7.28**

WHEREAS, in connection with a certain application for subdivision approval previously made to the South Harrison Township Planning Board (hereinafter the "SHPB"), and the Gloucester County Planning Board (hereinafter the "GCPB"), Piersol Homes at County Bridge Estates LLC, (hereinafter "Piersol"), a New Jersey Limited Liabilities Company, transferred and conveyed an easement for drainage in, over and across its property known as Lot 7.09, Block 5 in South Harrison Township by and through an instrument titled Drainage Easement dated August 15, 2006 to the County of Gloucester (hereinafter the "County"), which was recorded September 19, 2006 in the Gloucester County Clerk's Office in Deed Book 4278 at Page 200 (hereinafter the "Easement I"); and

WHEREAS, in connection with a certain application for subdivision approval made to the SHPB, and the GCPB, Piersol transferred and conveyed an easement for drainage in, over and across its property known as Lot 7.28, Block 5 in South Harrison Township by and through an instrument titled Drainage Easement dated August 15, 2006 to the County, which was recorded September 19, 2006 in the County Clerk's Office in Deed Book 4278 at Page 202 (hereinafter the "Easement II"); and

WHEREAS, Piersol continues to own, and is currently the record owner of, the Easement Properties; and

WHEREAS, Easement I and Easement II are no longer needed by the County, as Piersol has made application to the County to place the Easement Properties into the County's Farmland Preservation Program; and

WHEREAS, the Easement Properties are not now contemplated to be utilized for development in connection with the certain applications for subdivision approval previously made by Piersol to the SHPB and GCPB, as Development Easements forever preserving as farmland the Easement Properties are now contemplated to be transferred and conveyed by Maccherone to the County; so that the said properties will be forever preserved through the County's Farmland Preservation Program; and

WHEREAS, since the Easement Properties will be permanently preserved farmland, the County no longer requires Easement I and Easement II; and thereby, it is not necessary that any of the said drainage easements remain of record; and

WHEREAS, since Easement I and Easement II are not needed, the County, and Piersol, agree that each of the said easements may be terminated; and

WHEREAS, the termination of Easement I and Easement II will be conditioned upon the Easement Properties being placed into the County's Farmland Preservation Program; so that the termination agreements will only be recorded immediately prior to the County recording a Development Easement Deed, wherein development easements in, over and across the Easement Properties are conveyed to the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, as follows:

1. The County hereby agrees to terminate, to and hereby authorizes termination of, Easement I and Easement II, and to thereby forever release, remise and discharge the Easement Properties from the encumbrance of said easements.
2. The termination and release of Easement I and Easement II by the County shall be conditioned upon the Easement Properties being placed into the County's Farmland Preservation Program, and being permanently preserved as farmland by and through the recording of a Development Easement Deed in favor of the County; with any termination agreement only being recorded immediately prior to the recording of such a Development Easement Deed.

3. The Freeholder Director, and the Clerk of the Board, be, and the same hereby are, authorized to execute the Termination of Drainage Easement Agreements attached hereto, along with any other documents necessary to effectuate the purposes of this Resolution.

ADOPTED at the regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, December 4, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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TERMINATION OF DRAINAGE EASEMENTS AGREEMENT

THIS TERMINATION OF DRAINAGE EASEMENTS AGREEMENT is made as of this _____ day of _____, 2013 by **Piersol Homes at Country Bridge Estates, LLC**, a New Jersey Limited Liabilities Company, having an address of P.O. Box 697, Mullica Hill, NJ, 08062, (hereinafter "Piersol") and **the County of Gloucester**, a body politic and corporate organized under the laws of the State of New Jersey, whose address is 2 South Broad Street, Woodbury, New Jersey 08096 (hereinafter the "County").

WITNESSETH:

WHEREAS, in connection with a certain application for subdivision approval previously made to the South Harrison Township Planning Board (hereinafter the "SHPB"), and the Gloucester County Planning Board (hereinafter the "GCPB"), Piersol transferred and conveyed an easement for drainage in, over and across its property known as Lot 7.09, Block 5 in South Harrison Township by and through an instrument titled Drainage Easement dated August 15, 2006 to the County, which was recorded September 19, 2006 in the Gloucester County Clerk's Office in Deed Book 4278 at Page 200 (hereinafter the "Easement I"); and

WHEREAS, in connection with a certain application for subdivision approval made to the SHPB, and the GCPB, Piersol transferred and conveyed an easement for drainage in, over and across its property known as Lot 7.28, Block 5 in South Harrison Township by and through an instrument titled Drainage Easement dated August 15, 2006 to the County, which was recorded September 19, 2006 in the County Clerk's Office in Deed Book 4278 at Page 202 (hereinafter the "Easement II"); and

WHEREAS, Piersol reserved for itself the right to utilize the property burdened by the Easement I known as Lot 7.09, Block 5 on the Official Tax Map of Township of South Harrison, and the property burdened by the Easement II known as Lot 7.28, Block 5 on the Official Tax Map of Township of South Harrison, (hereinafter collectively the "Easement Properties"); and

WHEREAS, Piersol continues to own, and is currently the record owner of, the Easement Properties; and

WHEREAS, Easement I and Easement II are no longer needed by the County, as Piersol has made application to the County to place the Easement Properties into the County's Farmland Preservation Program; and

WHEREAS, the Easement Properties are not now contemplated to be utilized for development in connection with the certain applications for subdivision approval previously made by Piersol to the SHPB and GCPB, as Development Easements forever preserving as farmland the Easement Properties are now contemplated to be transferred and conveyed by Piersol to the County; so that the said properties will be forever preserved through the County's Farmland Preservation Program; and

WHEREAS, since the Easement Properties will be permanently preserved farmland, the County no longer requires Easement I and Easement II; and thereby, it is not necessary that any of the said drainage easements remain of record; and

WHEREAS, since Easement I and Easement II are not needed, the County, and Piersol, agree that each of the said easements may be terminated; and

WHEREAS, the termination of Easement I and Easement II will be conditioned upon the Easement Properties being placed into the County's Farmland Preservation Program; so that this termination agreement will only be recorded immediately prior to the County recording a Development Easement Deed, wherein development easements in, over and across the Easement Properties are conveyed to the County.

NOW, THEREFORE, the County, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, hereby agrees that Easement I and Easement II in, over and across the Easement Properties be, and the same hereby are, terminated, extinguished and released; and the County further agrees that the Easement Properties are and forever released and discharged of and from the encumbrance of such easements.

THIS AGREEMENT shall be binding upon and in favor of the successors and assigns of the respective parties hereto.

IN WITNESS THEREOF, the parties hereto have caused this Termination of Drainage Easements Agreement to be executed as of the day and year first above written.

COUNTY OF GLOUCESTER

By: _____
ROBERT M. DAMMINGER, Director
Gloucester County Board of Chosen Freeholders

**STATE OF NEW JERSEY
COUNTY OF GLOUCESTER SS.:**

I CERTIFY that on _____, 2013, the subscriber ROBERT M. DAMMINGER, personally came before me and acknowledged under oath, to my satisfaction that this person:

- (a) is named in and personally signed this Termination of Drainage Easements Agreement;
- (b) signed, sealed and delivered this Termination of Drainage Easements Agreement as the County's act and deed, per a Resolution duly adopted by the Gloucester County Board of Chosen Freeholders; and
- (c) is the Director of the Gloucester County Board of Chosen Freeholders.

Signed and sworn to before me on the _____ day of _____, 2013.

(Notary Public)

I, **Susan E. Piersol**, as the Sole and Managing Member of Piersol Homes at Country Bridge Estates, LLC, a New Jersey Limited Liabilities Company, the record owner of the Easement Properties, and the Grantor of Easement I and Easement II, hereby agrees and consents to this Termination Of Drainage Easements Agreement; and further agrees that I, as well as my successors and assigns, are bound by the terms of same.

Witness:

Piersol Homes at Country Bridge Estates, LLC

By: _____
Susan E. Piersol,
Sole and Managing Member

STATE OF NEW JERSEY ss:
COUNTY OF GLOUCESTER

I certify on the _____ day of _____, 2013, **Susan E. Piersol**, as the Sole and Managing Member of Piersol Homes at Country Bridge Estates, LLC, a New Jersey Limited Liabilities Company, personally appeared before me, and stated to my satisfaction that this person was a person authorized to, and did execute this Termination Of Drainage Easement Agreements as his free and voluntary act for the purposes set forth herein.

NOTARY

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RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF PIERSOL HOMES AT COUNTRY BRIDGE ESTATES, LLC, LOCATED IN THE TOWNSHIP OF SOUTH HARRISON, KNOWN AS BLOCK 5, LOTS 7.09, 7.10, 7.11, 7.12, 7.13, 7.14, 7.15, 7.16, 7.17, 7.18, 7.19, 7.20, 7.21, 7.22, 7.23, 7.24, 7.25, 7.26, 7.27, 7.28 AND BLOCK 5.01, LOTS 1, 2, 3, 4, 5, 6, CONSISTING OF APPROXIMATELY 49.824 ACRES, FOR THE AMOUNT OF \$1,434,931.20

WHEREAS, the Gloucester County Agriculture Development Board (hereinafter the "Board") was previously established by the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") under and pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11, et seq., (hereinafter the "Act"), and the regulations promulgated thereunder at N.J.A.C. 2:76-5 et seq., (hereinafter the "Regulations"); and

WHEREAS, **Piersol Homes at Country Bridge Estates, LLC**, having presented themselves as the owner of the land and premises located in the **Township of South Harrison** (hereinafter the "Township"), **and known as Block 5, Lots 7.09, 7.10, 7.11, 7.12, 7.13, 7.14, 7.15, 7.16, 7.17, 7.18, 7.19, 7.20, 7.21, 7.22, 7.23, 7.24, 7.25, 7.26, 7.27, 7.28 and Block 5.01, Lots 1, 2, 3, 4, 5, 6, on the Official Tax Map of the Township (hereinafter collectively the "Property")**, which consists of approximately 49.824 acres; and made application to the County seeking to have the County purchase development easements in the Property; and

WHEREAS, **Piersol Homes at Country Bridge Estates, LLC**, as the owner of the Property, has indicated a willingness to execute a conditional Agreement of Sale to grant to the County development easements in the Property, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such an easement; and

WHEREAS, such development easements would ensure that the Property remains permanently preserved, and restricted to agriculture uses only, which has been determined to be for the public good; and

WHEREAS, the Property has been determined to qualify for the purchase of said easements under and pursuant to both the Act and Regulations, as well as the guidelines promulgated by the County as part of its Farmland Preservation Program; and

WHEREAS, the County would be providing the funds through its Farmland Preservation Program for the purchase of the said development easements in the Property in the amount of **\$185,471.00**, which is the total purchase price for same; and

WHEREAS, a Certificate of Availability of Funds has been issued by the County certifying that sufficient funds for this purchase of development easements has been appropriated; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds in the amount of **\$1,434,931.20**, pursuant to CAF# 13-10608, which amount shall be charged against County budget line item T-03-08-509-372-20549; and

WHEREAS, the execution of a conditional Agreement of Sale by the County to purchase development easements in the Property has been determined to be in the best interests of the County, for the public good, and in furtherance of the purposes of the Act and Regulations.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, as follows:

1. The County be, and the same hereby is, authorized to acquire development easements in the farm premises owned by **Piersol Homes at Country Bridge Estates, LLC**, known as **Block 5, Lots 7.09, 7.10, 7.11, 7.12, 7.13, 7.14, 7.15, 7.16, 7.17, 7.18, 7.19, 7.20, 7.21, 7.22, 7.23, 7.24, 7.25, 7.26, 7.27, 7.28 and Block 5.01, Lots 1, 2, 3, 4, 5, 6**, in the Township of South Harrison, County of Gloucester, State of New Jersey for the amount of **\$1,434,931.20**.
2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and **Piersol Homes at Country Bridge Estates, LLC**, in regard to the County's purchase of development easements in the farm premises known as **Block 5, Lots 7.09, 7.10**,

7.11, 7.12, 7.13, 7.14, 7.15, 7.16, 7.17, 7.18, 7.19, 7.20, 7.21, 7.22, 7.23, 7.24, 7.25, 7.26, 7.27, 7.28 and Block 5.01, Lots 1, 2, 3, 4, 5, 6, in the Township of South Harrison, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the signing of same by the Freeholder Director or his designee, and the Clerk of the Board, is authorized and directed.

3. The Freeholder Director or his designee, be, and the same hereby are, authorized to execute and the Clerk of the Board is authorized to attest to, any other documents necessary to complete this transaction.

4. The appropriate County representatives, including County Counsel, and any Assistant County Counsel, be, and the same hereby are, authorized to sign any and all documents necessary to complete closing of this transaction.

ADOPTED at the regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, December 4, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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CONTRACT TO SELL DEVELOPMENT EASEMENT

PIERSOL HOMES AT COUNTRY BRIDGE ESTATES, LLC

TO

THE COUNTY OF GLOUCESTER

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CONTRACT TO SELL DEVELOPMENT EASEMENTS

Transaction Summary

SELLER: Piersol Homes at Country Bridge Estates, LLC, a New Jersey Limited Liabilities Company, having an address of P.O. Box 697, Mullica Hill, NJ, 08062 (hereinafter referred to as the "Seller")

BUYER: THE COUNTY OF GLOUCESTER, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096 (hereinafter "Buyer")

PROPERTY: Block 5, Lots 7.09, 7.10, 7.11, 7.12, 7.13, 7.14, 7.15, 7.16, 7.17, 7.18, 7.19, 7.20, 7.21, 7.22, 7.23, 7.24, 7.25, 7.26, 7.27, 7.28, and Block 5.01, Lots 1, 2, 3, 4, 5, 6 in the Township of South Harrison, County of Gloucester, and State of New Jersey (hereinafter collectively the "Property")

END OF COMMITMENT PERIOD: At Closing.

PRICE PER ACRE: \$ 28,800.00 **ASSUMED ACREAGE:** Approximately 49.824 acres

ESTIMATED GROSS SALES PRICE: \$1,434,931.20

OF RESIDENTIAL DWELLING SITE OPPORTUNITIES: NONE.

OF EXCEPTION AREAS: NONE

ATTACHMENTS TO CONTRACT: A - Deed of Easement - **yes**
B - Conditions on Excepted Land - **no**
C - Fuel Tank Disclosure - **yes**

WITNESSETH:

WHEREAS, Buyer is a body politic and corporate of the State of New Jersey which believes that the permanent preservation of lands devoted to agricultural use is in the public interest and benefits the citizens of Gloucester County and that the purchase of development rights to accomplish the preservation of said land is a worthwhile and prudent expenditure of public funds; and

WHEREAS, Buyer has promoted and funded the Gloucester County Farmland Preservation Program (hereinafter, the "Program"), which program makes monies available for the purchase of development rights and credits to properties in agricultural use in order to permanently restrict said properties to such use; and

WHEREAS, Seller has represented that it is the exclusive owner of the real property described in the Transaction Summary; and

WHEREAS, Seller is committed to the continued agricultural use of the Property and wishes to permanently preserve and restrict the Property to agricultural use for itself and Seller's heirs, executors, administrators, successors and assigns and for the public good; and

WHEREAS, Seller has applied to the Gloucester County Agriculture Development Board ("GCADB") to participate in the Program through the sale of the development rights to the Buyer; and

WHEREAS, Buyer may elect to accomplish this purchase in a manner that will give Buyer the opportunity to apply to the State Agriculture Development Committee (hereinafter, the "SADC") pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. (hereinafter, the "Act") and the regulations adopted pursuant thereto or other State or other funding source in order to either secure supplemental funds to make this purchase or to recover a portion of the cost of this purchase; and

WHEREAS, Buyer has offered to purchase the development rights and credits and a development easement from the Property from Seller on certain conditions and Seller, by execution hereof, has accepted Buyer's offer; and

WHEREAS, Seller and Buyer wish to permanently preserve and restrict the Property to agricultural use for and in consideration of payment to be made by the Buyer in accordance with the terms and conditions stated in this agreement, each agreeing that said permanent preservation shall occur and be effective upon Seller's execution of a deed of easement conveying the nonagricultural development rights and credits to the Property and a development easement to the Buyer;

NOW, THEREFORE, in consideration of the foregoing and of the benefits accruing to each, the parties agree to the following:

1.0. Definitions.

"Agricultural use" means the use of land for common farmsite activities including, but not limited to, production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage and water management and grazing and related activities.

"Application processing costs" means the costs incurred by Buyer in processing Seller's Application and Offer to Sell a Development Easement. Said costs include the cost of obtaining appraisals, a survey, title work and obtaining a letter of nonapplicability pursuant to the Industrial Site Recovery Act or Environmental Clean-up Responsibility Act.

"Assumed Gross Acreage" means the size of the Property, in acres, as reported to the Buyer by Seller in Seller's Application or as otherwise reported in the official tax map.

"Closing" means the date on which all conditions to the making of this purchase by Buyer have been satisfied; the Seller delivers the Deed to Buyer and buyer delivers the consideration to Seller.

"Commitment Period" means the period of time starting on the Effective Date and ending on the date stated in the Transaction Summary.

"Consideration" means the sum that is due to Seller as payment for Seller's execution and delivery of a Deed of Easement.

"Development Credit" means an instrument of development potential representative of the number of dwelling units or other

designated development opportunities attributed or which might be attributed, currently or in the future, to the Property by a transfer-of-development-rights ordinance.

"Development Easement" means an interest in land, less than fee simple absolute title thereto, allowing the owner to develop land for any nonagricultural purposes allowed by law.

"Development Rights" means the right to develop the Property in any way other than in accordance with the Deed of Easement to be executed by Seller.

"Effective Date" of this agreement shall be the sixth (6th) day following the day that both parties have executed this agreement.

"Hazardous Substance" means any substance, chemical or waste that is listed as hazardous, toxic or dangerous under any Federal or New Jersey law or regulation.

"IRS" means the Internal Revenue Service.

"Like-Kind Exchange" means a transaction structured with the intention of satisfying the conditions and requirements of section 1031(a)(1) of the Internal Revenue Code and the rules and regulations applicable thereto.

"Non-County Funds" means monies from any of the following: (a) the Municipality in which the Property is located; (b) the SADC; (c) the State Transfer of Development Rights Bank; or, (d) any other public or private entity which provides funds for the purpose of preserving agricultural lands.

"Nonagricultural Development Rights": See Definition for Development Rights above.

2.0. BUYER'S AND SELLER'S COMMITMENTS. In accordance and compliance with the terms and conditions of this agreement, Seller agrees to sell and Buyer agrees to buy the Nonagricultural Development Rights and Development Credits appurtenant to the Property and a Development Easement in the Property. Seller agrees to execute a Deed of Easement making said conveyance to Buyer. Seller's commitment to sell and Buyer's commitment to purchase shall expire at the end of the Commitment Period, unless the parties agree otherwise.

2.1 FORM OF DEED. Attachment A hereto is the Deed of Easement form currently required to be used by the SADC. Seller agrees to

sign a Deed of Easement containing the terms, conditions and restrictions which are contained in Attachment A, or such other modified Deed of Easement form that may be required by a provider of Non-County Funds which (a) has committed to provide all or a portion of monies to be paid to Seller hereunder or (b) is a potential source of reimbursement of funds expended by Buyer to make this purchase. Seller shall not be required to sign an easement document which contains restrictions on use of the Property that are materially and substantially more burdensome than those contained in Attachment A.

2.2. DOCUMENTS REQUIRED FOR SALE FROM SELLER. At or prior to closing, Seller shall deliver a Deed of Easement, affidavits of title acceptable to County Counsel, and any other documentation required by Buyer, a Buyers title insurer. If Seller is a corporation or partnership, Seller shall provide appropriate resolutions or other documents authorizing this sale and execution of the Deed of Easement, and all appropriate documents by proper corporate officers or partners. Seller shall also deliver an incumbency certificate for the officer(s) signing the Deed; and all corporate or partnership documents that may be required by Buyer's title company. On delivery of this agreement, Seller shall also provide copies of Seller's formation documents, and reasonably satisfactory evidence that Seller has been duly organized and is validly subsisting.

2.2.1 DOCUMENTS REQUIRED FOR SALE FROM BUYER. At or prior to closing, Buyer shall deliver the following to Seller:

(a) The County's Resolution authorizing the purchase hereunder.

2.3. SELLER'S CONDITIONAL. During the Commitment Period Seller shall be entitled to rescind, cancel or terminate this Agreement. Subject to paragraph 4.2, and any other term or condition of this agreement, the Seller shall have the right to terminate this agreement if Buyer fails to close on or before the last day of the Commitment Period and such failure is not attributable to conduct of the Seller. If Seller elects to terminate, this agreement shall be null and void and the parties shall have no further rights or obligations hereunder.

2.4. LIKE KIND EXCHANGE. Seller may elect to accomplish this sale as part of a like-kind exchange transaction. Seller shall be solely responsible for selecting the exchange property and negotiating its purchase as well as for the preparation of all documents, forms and filings with respect to accomplishing such a transaction. Such an election shall not relieve or modify

Seller's responsibility to perform pursuant to this agreement. The foregoing notwithstanding, nothing shall obligate Buyer to participate in a proposed like-kind exchange if any of the Buyer's advisors (attorneys, bond counsel, auditors or accountants) counsel against Buyer's participation.

2.5. LIKE KIND EXCHANGE ELECTION. The Seller shall have sixty (60) days from the Effective Date of this agreement to investigate its interest in consummating this sale as part of a like-kind exchange. In the event that Seller fails to advise Buyer in writing by said date of Seller's desire the sales price shall be paid in accordance with the Buyer's policy concerning payment for farmland easement purchases. Seller shall also be obligated to report on the Property that Seller has identified for a like-kind exchange transaction within this said period.

2.6. SELLER'S COSTS TO PERFORM. Seller shall be responsible for retaining and compensating Seller's own expert advisors (including, but not limited to, attorneys, accountants and tax advisors) with respect to all matters pertaining to this transaction. Seller shall provide Buyer with the name, address and telephone number of each of Seller's advisors.

2.7. NOTICE OF BUYER DISCLAIMER OF RESPONSIBILITY AND LIABILITY. In paragraphs 2.7.1 and 2.7.2 Buyer is placing full responsibility on Seller to learn about and understand the tax consequences of this sale transaction. Seller is required to rely exclusively on Seller's advisers. Seller is not entitled to rely on the statements or opinions of Buyer, or Buyer's representatives.

2.7.1. NO ASSURANCES AS TO TAX CONSEQUENCES. Regardless of any statements or representations made by Buyer, or by representatives or consultants or contractors of Buyer, whether contemporaneous with or prior or subsequent to the parties' execution of this agreement, Buyer makes no assurances, promises or representations that the Internal Revenue Service, the State of New Jersey or any other agency or entity having the right or power to review the tax consequences of the sale contemplated by this agreement will consider and approve, acknowledge or accept the sale by Seller pursuant to this agreement as a transaction which entitles Seller to defer capital gains taxes or other taxes which might be due as a result of the sale contemplated herein.

2.7.2. NO RELIANCE ON BUYER. Seller shall not be entitled to rely on the opinions of Buyer, its staff, agents or employees or Buyer's advisors -- including Buyer's tax, legal and financial consultants -- with respect to any potential benefits that Seller

might realize as a result of this transaction or as a result of Buyer's payment of the purchase price (or any part thereof) on an installment basis. Seller hereby acknowledges and agrees that Seller and Seller's successors, administrators, personal and legal representatives and assigns shall have no claim against the Buyer, its officers, agents, servants and contractors for any damages or otherwise in the event that the tax consequences of this transaction are not as Seller expects.

2.8. SELLER'S TITLE AND RIGHT OF ACCESS. Responsibility for establishing Seller's title to the Property and Seller's legal right to access to it from a public road, including resolving any issues to Buyer's satisfaction, shall be Seller's. At closing Seller's title shall be marketable and insurable by the title insurance firm of Buyer's choice and Seller's right of access to the Property shall be established to the satisfaction of Buyer's legal counsel. A marketable title is one which is insurable by any title company authorized to do business in the State of New Jersey at regular rates.

If a defect in title is found in any portion of the Property, Seller shall make a good faith effort to resolve the defect. If the defect cannot be resolved, Buyer has the right to not accept that portion of the Property that cannot be delivered with good and marketable title. If Buyer does not accept any portion of the Property due to a defect in title, Seller will not be responsible for any costs associated with that portion of the Property.

2.8.1. SUBORDINATION OF CLAIMS. Unless the Transaction Summary in this agreement provides that a portion of the sales price is to be applied for the payment of encumbrances on, or claims against, the Property or Seller, Buyer shall not be required to pay more at closing than is reported in the said Transaction Summary. In the event there are any outstanding mortgage liens, tax obligations or any other encumbrances or claims against the Property or which might be asserted against the Property which will not be cancelled at or prior to closing, Buyer's performance pursuant to this agreement shall be contingent on the consent of all mortgagees and all other claimants against the Property to subordinate their claims to the Deed of Easement to be executed by Seller. The subordination shall be acceptable in all respects to Buyer, and to any provider of non-County funds.

2.9. SELLER'S COVENANTS AS TO USE. Seller's execution of this agreement shall constitute a certification and covenant to Buyer that no use of or on the Property that is not "agricultural" as defined in paragraph 1.0 has commenced since the time that Seller

filed the application to sell a development easement to the Buyer. Seller further covenants, warrants and agrees that no new use of the Property that is not within the meaning of an "agricultural use" as defined in paragraph 1.0 shall be commenced.

2.10. SELLER'S ACTIONS PRIOR TO CLOSING. Seller promises, covenants and agrees to take no action with respect to the Property that is detrimental to the Property's ability or capability of being put to agricultural use -- including, but not limited to, removing soil, rocks or any other earthen materials from the Property or allowing regulated wetlands conditions to develop -- unless the practice is a component of a soil conservation plan approved by the Natural Resource Conservation Service ("NRCS").

2.11. SELLER'S COMMITMENT TO COOPERATE. Seller promises, covenants and agrees to cooperate with Buyer and the Provider of non-County funds in processing, reviewing and considering all matters pertaining to the Buyer's application, regardless of whether the Provider of non-County funds is solicited by the Buyer prior or subsequent to purchasing an easement from Seller pursuant to this agreement. Seller agrees to sign such documents or forms which may be reasonably required by Buyer, and to provide access to the Property for inspection in order for Buyer to qualify for such funds. The commitment in this paragraph shall survive closing.

2.12. ASSIGNMENT OF RIGHT OF OFFER TO SELL. Seller acknowledges that a Provider of Non-County funds may require that the owner of Property interested in selling the development rights for the purpose of farmland preservation make an offer to sell said rights for a specified per-acre amount. Seller hereby agrees that until such time as Seller conveys an easement to Buyer pursuant to this agreement Buyer, as contract purchaser, shall have the right to make the offer to sell the development rights to the Property to the provider of said funds and Seller hereby assigns said right to Buyer. Seller further agrees to cooperate with Buyer in satisfying requirements of said provider for offers of sale. The amount offered by Buyer to sell shall have no effect on the purchase price to be paid pursuant to this agreement.

2.13. HAZARDOUS SUBSTANCES ON THE PROPERTY. By execution of this agreement, Seller certifies and warrants to Buyer the following:

- a. Seller has no knowledge that the Property was ever used for the manufacture, refining, transportation,

treatment, storage, handling or disposing of hazardous substances or toxic wastes of any nature other than in connection with use that was in accordance with commonly accepted agricultural practices.

b. Seller has not placed any hazardous waste or hazardous substances on or under the Property, except in accordance with commonly accepted agricultural practices.

c. Seller has no knowledge that hazardous substances were ever spilled on or buried in the Property.

d. To Seller's knowledge there is neither an operating nor a closed landfill on the Property.

e. To Seller's knowledge there are no hazardous waste or hazardous substances on or under the Property other than that used in connection with agricultural use of the Property in accordance with commonly accepted agricultural practices.

f. Only those tanks described on Attachment C hereto are located on the Property.

g. To the best of Seller's knowledge, none of the tanks containing fuel or hazardous substance on the Property are leaking and all comply with current governmental regulations pertaining thereto.

Any exception(s) to the foregoing certifications shall be declared in writing by Seller, which document shall be attached to and incorporated in this agreement.

2.13.1. INDUSTRIAL SITE RECOVERY ACT/ENVIRONMENTAL CLEANUP RESPONSIBILITY ACT. Unless Buyer waives the requirement, this agreement is contingent upon Buyer's receipt of a letter of nonapplicability from the New Jersey Department of Environmental Protection ("DEP") stating that the Property is not subject to the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. Seller agrees to cooperate in Buyer's application to the DEP. Buyer shall be responsible for the cost of said application.

2.14. SEPTIC SYSTEM USE. In the event that the Property is serviced by a septic system, Seller hereby promises, certifies, represents and warrants that only structures located on the Property are connected to or utilize the system.

2.15. CONDEMNATION PROCEEDINGS. Seller affirms and declares that no entity having the right to institute condemnation proceedings has done so as to all or any portion of the Property.

2.16. EXCLUSIVE AGREEMENT. Seller affirms and certifies that no other agreement to sell all or any part of the Property or any interest in the Property to any other person, whether oral or written, has been made or executed and Seller has given no person an option to purchase all or any part of the Property or any interest in the Property.

2.17. NO LITIGATION OR VIOLATIONS PENDING. Seller hereby warrants and certifies that there are no judgments or proceedings pending in any court or before any governmental or regulatory board or agency which affect or may affect the Property. Seller further warrants and certifies that Seller has received no notice of violation of any statute, ordinance, rule, regulation or insurance requirement which has not been corrected, and Seller has no knowledge of any such violation.

3.0. COMPENSATION TO SELLER. In consideration of Seller's execution and delivery of a Deed of Easement conveying the Nonagricultural Development Rights and Development Credits and an easement to the Buyer, and execution and delivery of such other documents as Buyer deems necessary, Buyer shall pay Seller the per-acre amount stated in the Transaction Summary of this agreement. The estimated sales price stated in the Transaction Summary is based on the assumption that the Property to be subject to the easement is the size stated thereon. The actual amount of the purchase price shall be computed on the actual acreage determined by a survey of the Property obtained by the Buyer (see paragraph 5.0), subject to deductions and adjustments described in paragraph 3.1.

3.1. COMPUTATION OF PURCHASE PRICE. Computation of the payment to be made to Seller pursuant to paragraph 3.0 shall take into account any Residential Dwelling Site Opportunities ("RDSO") or Land Exceptions stated in the Transaction Summary. For purposes of computing the sum payable to Seller the number which is four times the per-acre value shall be deducted from the sum otherwise due Seller for each RDSO. The deduction for excepted acreage shall be the number which is the per-acre value attributed to the acreage of the land to be excepted.

In addition, computation of the sum payable shall be subject to the following terms and conditions:

- a. The acreage which will be restricted by the Deed

of Easement shall not include acreage for (i) rights-of-way (or provision for constructing, widening or improving rights-of-way) along any Federal, State, County or Municipal roads which abut the Property; (ii) facilities for the drainage of storm, ground or surface waters or improvements thereto required for the safety of the roads which abut the Property, as determined by the Buyer; (iii) improvements to road intersections which Buyer, the State or Municipality has identified as necessary and (iv) potential improvements to bridges or dams which abut the Property.

b. Computation of the amount payable shall not include acreage attributable to water bodies which are on the Property, or along a Property boundary.

c. The acreage on which payment will be based shall not include acreage of any portion of the Property which the Buyer's title insurer is unwilling to insure.

d. Buyer may elect to exclude from the acreage amount any or all portions of the Property to which Seller is unable to establish a legal right of access to the Buyer's satisfaction.

3.2. PAYMENT OF PURCHASE PRICE. Buyer shall pay the Purchase Price in accordance with the following:

a. The Seller shall be entitled to payment of the amount stated in the Transaction Summary of this agreement at closing, subject to any deductions and adjustments as provided in this agreement.

3.3. EASEMENT EFFECTIVE AT CLOSING. All restrictions on use of the Property imposed by the Deed of Easement shall be effective on closing. Seller and all persons who succeed to Seller's interest in the Property shall be obligated to comply with all terms and conditions of the Deed of Easement.

4.0. TITLE INSURANCE. The Buyer agrees to be responsible for the cost to insure Buyer's interest in the Property. Seller agrees to cooperate with the Buyer's title company and insurer, and to execute such documents as may be required to confirm Seller's title. The agreement of Buyer's title company to insure Buyer's interest in the Property shall be a precondition to closing.

4.1. EVIDENCE OF SELLER'S TITLE. Seller shall use its best

efforts to provide Buyer with copies of any documents which evidence or confirm Seller's title to the Property which include, but are not limited to, copies of "marked up" title commitments and policies of title insurance. Said documents shall be provided within ten (10) days of the Effective Date of this agreement.

4.2. ACTIONS NECESSARY TO PROVE SELLER'S TITLE. The parties agree that Buyer has no responsibility whatsoever in taking any action needed to confirm or establish Seller's title. Buyer's title company shall not be liable for researching Seller's title beyond sixty (60) years prior to the current year. If Buyer's title company is unwilling to insure title to all or any portion of the Property on the basis of such a search, responsibility for establishing Seller's good title, and the costs incurred to do so, shall be on Seller.

4.3. EXTENSION OF COMMITMENT PERIOD. Seller and Buyer agree that the Commitment Period defined in the Transaction Summary of this agreement shall be extended for up to forty five (45) days if Buyer's title company encounters difficulty in confirming Seller's title to all or any portion of the Property.

4.4. ENCUMBRANCES ON TITLE/PROPERTY'S SIZE. The Buyer's offer to buy is made on the basis of its knowledge about the Property at the time this agreement is executed, including that the Property is the Assumed Acreage in size. The Buyer shall have the right to cancel this agreement, or to issue a new offer, in the event that the Property's size is not at least ninety percent (90%) of the Assumed Acreage, or is in some way significantly different from what was appraised, or if Seller's title is subject to restrictions on use, or to an easement which Buyer believes impacts on the value of the Property's development rights, or on the public need to make this purchase.

4.5. SELLER'S PERFORMANCE REQUIRED NOTWITHSTANDING TITLE DISPUTE. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's title company and/or surveyor about the size of the Property owned by Seller. Buyer may elect, but is not required, to (a) extend the time for closing if Seller desires to establish Seller's good title to such portion of the Property deemed not insurable by the Buyer's title company or (b) complete the purchase for that portion of the Property that has been determined by Buyer's title company to be insurable at regular rates.

5.0. SURVEY OF PROPERTY. Seller agrees that as a condition to making this purchase, Buyer shall be entitled to obtain a survey

of the Property by the surveyor of Buyer's choice, and at Buyer's expense. Seller agrees to cooperate with the surveyor in all respects. Execution of this agreement shall constitute Seller's authorization to Buyer's surveyors to enter upon the Property as necessary to complete the survey. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's surveyor about the boundaries of the Property. Seller shall be responsible for providing Buyer with a copy of any survey of the Property in Seller's possession within ten (10) days of the Effective Date.

6.0. INSPECTIONS OF THE PROPERTY. Representatives of the Buyer, the County of Gloucester, the GCADS, or the SADC, shall have the right to inspect the Property at any time prior to closing. In addition, Representatives of the Buyer, the County of Gloucester, the GCADB, or the SADC shall have the right to inspect the Property following Seller's execution of the Deed of Easement for the purpose of verifying that Seller is not in violation of any of the terms and conditions of this agreement or of the Deed of Easement. Absent special need therefor, all inspections shall be conducted during daylight hours and on twenty four (24) hours' advance notice to Seller.

7.0. RISK OF LOSS. Risk of loss or damage to the Property by fire or other cause prior to closing shall be and is assumed by the Seller. At its sole discretion the Buyer may elect to cancel this agreement or limit the area of the Property subject to this agreement in the event that the Property is substantially damaged or the potential for agricultural use of the Property is substantially impaired as a result of any occurrence between the date of this agreement and closing. Seller is required to advise the Buyer of any occurrence which results in loss of or damage to the Property or the impairment of the Property's availability or usability for agricultural purposes.

7.1. CONDITION OF THE PROPERTY. Seller hereby represents, warrants and certifies to Buyer that the Property is substantially and materially in the condition it was when Seller applied to the Program, and that Seller knows of no existing circumstance or condition which may impair agricultural use of the Property following closing.

8.0. INDEMNIFICATION OF BUYER FOR HAZARDOUS CONDITION OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made by any parties that are involved in this transaction, judgments awarded, penalties assessed or orders entered, which now exist or which may subsequently exist of or pertaining to the discharge of

hazardous substances from or onto the Property which discharges were determined to have occurred during Seller's period of ownership. Buyer's acceptance of a Deed of Easement from Seller conveying to Buyer the Nonagricultural Development Rights and Credits and an easement to the Property and Buyer's payment to Seller therefor shall not constitute nor be deemed to be an assumption of liability for any hazardous substances on or discharges from the Property, regardless of whether said discharge occurred or occurs prior or subsequent to closing.

8.1. INDEMNIFICATION OF BUYER FOR USE OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made, judgments awarded, penalties assessed or orders entered pertaining to (a) Seller's failure to comply with the terms and conditions of the Deed of Easement or (b) Seller's use of the Property in accordance with the Deed of Easement. Buyer's acceptance of the Deed of Easement shall not constitute an assumption of liability or responsibility for any damages or losses sustained by any person or entity as a result of Seller's use of the Property -- whether or not in conformity with the Deed of Easement.

8.2. INDEMNIFICATION OF SELLER. Buyer agrees to indemnify and hold Seller harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, for the defense of such claims and demands arising from the conduct of Buyer, its agents, employees, invitees, or licensees in connection with any of their activities in or about the Property. Seller shall promptly notify Buyer of the commencement of any claim, demand, action or proceeding.

9.0 REDUCTION OF PROPERTY'S VALUE. Seller acknowledges Seller's understanding that execution of the Deed of Easement and conveyance of the Property's nonagricultural Development Rights and Credits and an easement to Buyer may reduce the value of the Property. Seller agrees that acceptance of Buyer's payment to it, computed in accordance with paragraphs 3 and 3.1, shall constitute full and complete consideration for Seller's execution of the Deed of Easement. Seller acknowledges and agrees that Seller shall have no further claim for compensation for any loss in value of the Property that may occur subsequent to closing which may be attributable to this sale.

10.0. USE OF PROPERTY AFTER SALE. Neither Buyer nor Seller makes any warranty to the other that economic market conditions will continue to make agricultural use of the Property a viable or profitable choice. Seller understands, acknowledges and agrees that Seller's sale of the Property's Nonagricultural Development

Rights and Credits and an easement to Buyer shall permanently and forever restrict the Property to agricultural use regardless of whether Seller or any other person is subsequently able to make profitable use of the Property so restricted and that Seller shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.

10.1. NO RELIEF FROM RESTRICTIONS. No law, rule or regulation, whether Federal, State or local, shall relieve Seller or Seller's successors, heirs, assigns, personal or legal representatives or subsequent owners of the Property of the restrictions on the Property imposed by the Deed of Easement, provided however that nothing contained herein shall require the Buyer, their heirs and assigns to actively engage in agricultural use of the Property.

11. DEFAULT BY SELLER. Violation of any term or condition of this agreement by Seller shall constitute a default. "Default" includes, but is not limited to, the following actions by Seller:

(a) Seller advises Buyer that Seller does not intend to sell the Property's Nonagricultural Development Rights, Credits and an easement to Buyer.

(b) Seller violates or fails to comply with any material term of this agreement and fails to cure said default within five (5) days of the date of Buyer's demand upon Seller to do so. If Seller asserts that more than five (5) days are needed to cure a default, Seller shall so advise Buyer in writing and request such additional period as Seller believes necessary. Buyer shall agree to said additional period if the period to cure proposed by Seller is objectively reasonable; in no case, however, shall Seller be relieved from performance pursuant to this agreement if the period to cure extends beyond the Commitment Period.

(c) Seller fails to execute and deliver a Deed of Easement and all required supporting documentation on the date of closing scheduled in accordance with the terms of this agreement. Supporting documentation includes, but is not limited to, affidavit(s) of title acceptable to Buyer, and mortgage subordination agreements.

(d) Seller or any person acting on Seller's behalf has made a misrepresentation of material fact in the

application or in or through any other written or oral communication with Buyer concerning the Property.

(e) Seller commences a nonagricultural use on the Property.

(f) Seller fails to cooperate with Buyer, Buyer's title company, surveyor or Provider or potential provider of non-County funds in accomplishing this sale transaction.

12. BUYER'S RIGHTS ON SELLER'S DEFAULT. In the event that Seller defaults in any term, covenant, requirement or condition of this agreement, Buyer shall have the right to declare Seller in default, and take any of the following actions:

- a. sue for specific performance;
- b. cancel the agreement;
- c. require the Seller to pay Buyer all of the Application Processing Costs it has incurred after the date of this Agreement;
- d. require that Seller restore the Property to the condition it was in prior to the time that nonagricultural use activity commenced subsequent to the submissions of the Seller's application;
- e. reduce the amount payable pursuant to paragraph 3.0 by four times the easement value for each day and for each acre or part of any acre that soil or other earthen material is removed from the Property in violation of paragraph 2.11; and
- f. require Seller to replace soil removed from the Property in violation of paragraph 2.11 with topsoil approved as to quality by the NRCS.

13. ENFORCEMENT OF AGREEMENT AND EASEMENT. Buyer and Seller shall each have the right to enforce the terms of this agreement and the restrictions to be imposed on the Property contemplated by this agreement by any lawful means available. The parties hereby agree and consent to the jurisdiction of the Superior Court of New Jersey, Gloucester County vicinage, in any action brought by Buyer or Seller to enforce the terms of this agreement or the terms and conditions of the Deed of Easement.

14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY. Seller may not sell, transfer or convey the Property, in whole or in part, to any person unless the purchaser, transferee or assignee agrees to comply with and perform in accordance with the terms of this agreement. Seller shall be responsible for providing a writing acceptable to Buyer in which Seller's transferee or assignee agrees to comply with and be bound by the terms of this agreement. Seller may not assign this agreement without the approval of the Buyer, which approval shall not be unreasonably withheld.

15. REVIEW OF AGREEMENT BY SELLER'S ATTORNEY. Seller may submit this agreement to an attorney for review. In the event that Seller fails to submit this agreement to an attorney for review, or if Seller's attorney neither disapproves nor requests modification to this agreement within five (5) business days of Seller's execution hereof, Seller shall be bound hereby. Seller shall be responsible for the cost of any attorney retained to represent or counsel Seller with respect to this matter.

16. COMPLETE AGREEMENT. This agreement is the entire and only agreement between Buyer and Seller and no other statements, promises or communications, whether written or oral, shall be effective to modify or supersede this agreement or any term herein. This agreement can only be changed by a writing signed by both Buyer and Seller.

17. LOCATION OF CLOSING. Closing shall be conducted at the offices of Gloucester County, or such other place specified by Buyer.

18. TIME FOR CLOSING. Buyer shall notify Seller when all preconditions to consummation of this sale have been satisfied, and Buyer is ready to schedule closing. Buyer and Seller shall establish a date for closing which is acceptable to both parties.

18.1. DELAY IN CLOSING BY SELLER. Seller's inability (except for objectively reasonable reasons) or unwillingness to close on the date for closing scheduled pursuant to paragraph 18, or failure to cooperate in scheduling a date for closing, shall constitute a breach of this agreement entitling Buyer to the remedies therefor set forth in paragraph 12.

19. NO COLLUSION. Seller hereby affirms that neither Seller nor any person on Seller's behalf has made or agreed to make any valuable gift, whether in the form of service, loan, thing or promise, to Buyer or to any employees, servants or agents of Buyer for the purpose of influencing Buyer to make this purchase.

In the event that Seller's affirmation herein is untrue, Buyer shall have all rights on default described above as well as any other right that might be available to it under New Jersey law.

20. NOTICES. All notices to each party shall be made in writing delivered personally or by first-class, postage prepaid mailed to the other party at the addresses stated in the Transaction Summary in this agreement.

21. SURVIVABILITY OF COVENANTS. All covenants and agreements made by Seller in this Agreement are binding on Seller and on Seller's agents, attorneys-in-fact, heirs, administrators, executors, personal and legal representatives, successors and assigns and shall survive closing for the applicable statute of limitations period, measured from Buyer's discovery of a claim for Seller's violation of a covenant or agreement made herein. Buyer shall be entitled to record this agreement, or a Notice reporting the existence of this agreement.

22. WAIVER OF BREACH. The waiver of a breach of any provision of this agreement by Buyer or Buyer's failure to insist upon strict compliance with any term, covenant or conditions hereof shall not operate or be construed as a waiver of any subsequent breach. Delay in or failure of Buyer to declare Seller in breach of this agreement shall not operate or be construed as a waiver thereof.

23. GOVERNING LAW. This agreement shall be governed by and construed in accordance with New Jersey law, and shall be subject to the requirements of all applicable laws and regulations adopted by State or Federal Non-County Funding Sources. If any provision of this agreement shall be or become invalid under any law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

24. PERSONS BOUND. This agreement shall be binding on the parties and on their heirs, executors, administrators, personal or legal representatives, successors and assigns.

25. SELLER ENTITY. If Seller is a corporation or other business entity Seller warrants and certifies that it is duly formed and validly existing under New Jersey law. Seller has the full power, right and authority to enter into this agreement, to perform its obligations under this agreement, and to execute and deliver all documents required to be executed and delivered by Seller under this agreement. The person signing this agreement on behalf of Seller has the requisite power and authority to execute and deliver this agreement in the name of Seller and to create a binding obligation of Seller. Upon request, Seller

shall deliver to Buyer such evidence and documentation as Buyer may reasonably require in order to verify the truth of the statements made in this Paragraph.

26. COUNTERPARTS. This agreement may be signed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute a single agreement, with the same effect as if the signatures thereto and hereto were upon the same instrument.

27. CAPTIONS. The captions contained in this agreement are for the convenience of the parties and do not in any way modify, amplify or give full notice of any of the provisions of this agreement.

28. NUMBER AND GENDER. For purposes of this agreement, the masculine shall be deemed to include the feminine and the neuter, and the singular shall be deemed to include the plural, and the plural the singular, as the context may require.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Seller has caused this agreement to be executed. If Seller, whether in whole or in part, is other than a natural person, the making and execution of this agreement has been properly authorized and effected.

IN FURTHER WITNESS WHEREOF, and intending to be legally bound thereby, the Buyer has caused this agreement to be executed by its duly authorized agents.

SELLER:

**PIERSOL HOMES
AT COUNTRY BRIDGE ESTATES, LLC**

BY: _____

SUSAN E. PIERSOL
Sole and Managing Member

BUYER:

COUNTY OF GLOUCESTER

BY: _____

ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

Federal Tax ID #

**CONTRACT TO SELL NONAGRICULTURAL DEVELOPMENT RIGHTS,
DEVELOPMENT CREDITS AND A DEVELOPMENT EASEMENT**

ATTACHMENT C - FUEL TANK DISCLOSURE

We hereby certify that only the fuel tanks described below are located on, over or under the property which is the subject of this agreement of sale:

Tank No. 1:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 2:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 3:

Location:

Contents:

Purpose (use):

Age (in years):

Use additional sheet(s) if more than three tanks are on the Property.

All property owners must sign:

**PIERSOL HOMES
AT COUNTRY BRIDGE ESTATES, LLC**

BY: _____
SUSAN E. PIERSOL
Sole and Managing Member

Date: _____

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COUNTY OF GLOUCESTER
P. O. Box 337
Woodbury, N. J. 08096

Certificate of Availability of Funds

TREASURER'S NO. 13-10608

DATE November 13, 2013

T-03-08-509-372-20549

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Land Preservation

AMOUNT OF CERTIFICATION \$1,434,931.20 COUNTY COUNSEL Emmett Primas, Esq.

DESCRIPTION:

Resolution to acquire a development easement on the farm property of Piersol Homes at Country Bridge Estates, LLC located in the Township of South Harrison, known as Block 5, Lots 7.09, 7.10, 7.11, 7.12, 7.13, 7.14, 7.15, 7.16, 7.17, 7.18, 7.19, 7.20, 7.21, 7.22, 7.23, 7.24, 7.25, 7.26, 7.27, 7.28 and Block 5.01, Lots 1, 2, 3, 4, 5, 6 consisting of approximately 49.824 acres at \$28,800.00 per acre for an amount of \$1,434,931.20 for Farmland Preservation Program.

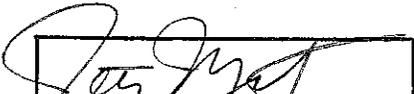
VENDOR: Foundation Title, LLC

ADDRESS: 1300 Lincoln Drive West
Suite 201

Marlton, NJ 08053


DEPARTMENT HEAD APPROVAL

APPROVED


PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 11-21-13

G4

RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF MOLLIE RAGUSA AND JOSEPH RAGUSA, LOCATED IN THE TOWNSHIP OF LOGAN, KNOWN AS BLOCK 801, LOT 36, CONSISTING OF APPROXIMATELY 46.431 ACRES, FOR THE AMOUNT OF \$487,525.50

WHEREAS, the Gloucester County Agriculture Development Board (hereinafter the "Board") was previously established by the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") under and pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11, et seq., (hereinafter the "Act"), and the regulations promulgated thereunder at N.J.A.C. 2:76-5 et seq., (hereinafter the "Regulations"); and

WHEREAS, **Mollie Ragusa and Joseph Ragusa**, husband and wife, having presented themselves as the owners of the land and premises located in the **Township of Logan** (hereinafter the "Township"), **and known as Block 801, Lot 36 (hereinafter collectively the "Property")**, which consists of approximately 46.431 acres; and made application to the County seeking to have the County purchase development easements in the Property; and

WHEREAS, **Mollie Ragusa and Joseph Ragusa**, as the owners of the Property, have indicated a willingness to execute a conditional Agreement of Sale to grant to the County development easements in the Property, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such an easement; and

WHEREAS, such development easements would ensure that the Property remains permanently preserved, and restricted to agriculture uses only, which has been determined to be for the public good; and

WHEREAS, the Property has been determined to qualify for the purchase of said easements under and pursuant to both the Act and Regulations, as well as the guidelines promulgated by the County as part of its Farmland Preservation Program; and

WHEREAS, the County would be providing the funds through its Farmland Preservation Program for the purchase of the said development easements in the Property in the amount of **\$487,525.50** which is the total purchase price for same; and

WHEREAS, a Certificate of Availability of Funds has been issued by the County certifying that sufficient funds for this purchase of development easements has been appropriated; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds in the amount of **\$487,525.50**, pursuant to CAF# 13-10610, which amount shall be charged against County budget line item T-03-08-509-372-20549; and

WHEREAS, the execution of a conditional Agreement of Sale by the County to purchase development easements in the Property has been determined to be in the best interests of the County, for the public good, and in furtherance of the purposes of the Act and Regulations.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, as follows:

1. The County be, and the same hereby is, authorized to acquire development easements in the farm premises owned by **Mollie Ragusa and Joseph Ragusa**, known as **Block 801, Lot 36**, in the Township of Logan, County of Gloucester, State of New Jersey for the amount of **\$487,525.50**.

2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and **Mollie Ragusa and Joseph Ragusa**, in regard to the County's purchase of development easements in the farm premises known as **Block 801, Lot 36**, in the Township of Logan, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the signing of same by the Freeholder Director or his designee, and the Clerk of the Board, is authorized and directed.

3. The Freeholder Director or his designee, be, and the same hereby are, authorized to execute and the Clerk of the Board is authorized to attest to, any other documents necessary to complete this transaction.

4. The appropriate County representatives, including County Counsel, and any Assistant County Counsel, be, and the same hereby are, authorized to sign any and all documents necessary to complete closing of this transaction.

ADOPTED at the regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, December 4, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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CONTRACT TO SELL DEVELOPMENT EASEMENT

MOLLIE RAGUSA AND JOSEPH RAGUSA

TO

THE COUNTY OF GLOUCESTER

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CONTRACT TO SELL DEVELOPMENT EASEMENTS

Transaction Summary

SELLER: Mollie Ragusa and Joseph Ragusa, husband and wife,
having an address of 20 Mitchell Place, Port Chester,
NY, 10573
(hereinafter referred to as the "Seller")

BUYER: THE COUNTY OF GLOUCESTER, with administrative offices
at 2 South Broad Street, Woodbury, New Jersey 08096
(hereinafter "Buyer")

PROPERTY: Block 801, Lot 36, in the Township of Logan, County of
Gloucester, and State of New Jersey (hereinafter
collectively the "Property")

END OF COMMITMENT PERIOD: At Closing.

PRICE PER ACRE: \$ 10,500.00 **ASSUMED ACREAGE:** Approximately
46.431 acres

ESTIMATED GROSS SALES PRICE: \$487,525.50

OF RESIDENTIAL DWELLING SITE OPPORTUNITIES: NONE.

OF EXCEPTION AREAS: ONE - 1-acre non-severable exception

ATTACHMENTS TO CONTRACT: A - Deed of Easement - **yes**
B - Conditions on Excepted Land - **no**
C - Fuel Tank Disclosure - **yes**

WITNESSETH:

WHEREAS, Buyer is a body politic and corporate of the State of New Jersey which believes that the permanent preservation of lands devoted to agricultural use is in the public interest and benefits the citizens of Gloucester County and that the purchase of development rights to accomplish the preservation of said land is a worthwhile and prudent expenditure of public funds; and

WHEREAS, Buyer has promoted and funded the Gloucester County Farmland Preservation Program (hereinafter, the "Program"), which program makes monies available for the purchase of development rights and credits to properties in agricultural use in order to permanently restrict said properties to such use; and

WHEREAS, Seller has represented that it is the exclusive owner of the real property described in the Transaction Summary; and

WHEREAS, Seller is committed to the continued agricultural use of the Property and wishes to permanently preserve and restrict the Property to agricultural use for itself and Seller's heirs, executors, administrators, successors and assigns and for the public good; and

WHEREAS, Seller has applied to the Gloucester County Agriculture Development Board ("GCADB") to participate in the Program through the sale of the development rights to the Buyer; and

WHEREAS, Buyer may elect to accomplish this purchase in a manner that will give Buyer the opportunity to apply to the State Agriculture Development Committee (hereinafter, the "SADC") pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. (hereinafter, the "Act") and the regulations adopted pursuant thereto or other State or other funding source in order to either secure supplemental funds to make this purchase or to recover a portion of the cost of this purchase; and

WHEREAS, Buyer has offered to purchase the development rights and credits and a development easement from the Property from Seller on certain conditions and Seller, by execution hereof, has accepted Buyer's offer; and

WHEREAS, Seller and Buyer wish to permanently preserve and restrict the Property to agricultural use for and in consideration of payment to be made by the Buyer in accordance

with the terms and conditions stated in this agreement, each agreeing that said permanent preservation shall occur and be effective upon Seller's execution of a deed of easement conveying the nonagricultural development rights and credits to the Property and a development easement to the Buyer;

NOW, THEREFORE, in consideration of the foregoing and of the benefits accruing to each, the parties agree to the following:

1.0. Definitions.

"Agricultural use" means the use of land for common farmsite activities including, but not limited to, production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage and water management and grazing and related activities.

"Application processing costs" means the costs incurred by Buyer in processing Seller's Application and Offer to Sell a Development Easement. Said costs include the cost of obtaining appraisals, a survey, title work and obtaining a letter of nonapplicability pursuant to the Industrial Site Recovery Act or Environmental Clean-up Responsibility Act.

"Assumed Gross Acreage" means the size of the Property, in acres, as reported to the Buyer by Seller in Seller's Application or as otherwise reported in the official tax map.

"Closing" means the date on which all conditions to the making of this purchase by Buyer have been satisfied; the Seller delivers the Deed to Buyer and buyer delivers the consideration to Seller.

"Commitment Period" means the period of time starting on the Effective Date and ending on the date stated in the Transaction Summary.

"Consideration" means the sum that is due to Seller as payment for Seller's execution and delivery of a Deed of Easement.

"Development Credit" means an instrument of development potential representative of the number of dwelling units or other designated development opportunities attributed or which might be attributed, currently or in the future, to the Property by a transfer-of-development-rights ordinance.

"Development Easement" means an interest in land, less than fee simple absolute title thereto, allowing the owner to develop land for any nonagricultural purposes allowed by law.

"Development Rights" means the right to develop the Property in any way other than in accordance with the Deed of Easement to be executed by Seller.

"Effective Date" of this agreement shall be the sixth (6th) day following the day that both parties have executed this agreement.

"Hazardous Substance" means any substance, chemical or waste that is listed as hazardous, toxic or dangerous under any Federal or New Jersey law or regulation.

"IRS" means the Internal Revenue Service.

"Like-Kind Exchange" means a transaction structured with the intention of satisfying the conditions and requirements of section 1031(a)(1) of the Internal Revenue Code and the rules and regulations applicable thereto.

"Non-County Funds" means monies from any of the following: (a) the Municipality in which the Property is located; (b) the SADC; (c) the State Transfer of Development Rights Bank; or, (d) any other public or private entity which provides funds for the purpose of preserving agricultural lands.

"Nonagricultural Development Rights": See Definition for Development Rights above.

2.0. BUYER'S AND SELLER'S COMMITMENTS. In accordance and compliance with the terms and conditions of this agreement, Seller agrees to sell and Buyer agrees to buy the Nonagricultural Development Rights and Development Credits appurtenant to the Property and a Development Easement in the Property. Seller agrees to execute a Deed of Easement making said conveyance to Buyer. Seller's commitment to sell and Buyer's commitment to purchase shall expire at the end of the Commitment Period, unless the parties agree otherwise.

2.1 FORM OF DEED. Attachment A hereto is the Deed of Easement form currently required to be used by the SADC. Seller agrees to sign a Deed of Easement containing the terms, conditions and restrictions which are contained in Attachment A, or such other modified Deed of Easement form that may be required by a provider

of Non-County Funds which (a) has committed to provide all or a portion of monies to be paid to Seller hereunder or (b) is a potential source of reimbursement of funds expended by Buyer to make this purchase. Seller shall not be required to sign an easement document which contains restrictions on use of the Property that are materially and substantially more burdensome than those contained in Attachment A.

2.2. DOCUMENTS REQUIRED FOR SALE FROM SELLER. At or prior to closing, Seller shall deliver a Deed of Easement, affidavits of title acceptable to County Counsel, and any other documentation required by Buyer, a Buyers title insurer. If Seller is a corporation or partnership, Seller shall provide appropriate resolutions or other documents authorizing this sale and execution of the Deed of Easement, and all appropriate documents by proper corporate officers or partners. Seller shall also deliver an incumbency certificate for the officer(s) signing the Deed; and all corporate or partnership documents that may be required by Buyer's title company. On delivery of this agreement, Seller shall also provide copies of Seller's formation documents, and reasonably satisfactory evidence that Seller has been duly organized and is validly subsisting.

2.2.1 DOCUMENTS REQUIRED FOR SALE FROM BUYER. At or prior to closing, Buyer shall deliver the following to Seller:

(a) The County's Resolution authorizing the purchase hereunder.

2.3. SELLER'S CONDITIONAL. During the Commitment Period Seller shall be entitled to rescind, cancel or terminate this Agreement. Subject to paragraph 4.2, and any other term or condition of this agreement, the Seller shall have the right to terminate this agreement if Buyer fails to close on or before the last day of the Commitment Period and such failure is not attributable to conduct of the Seller. If Seller elects to terminate, this agreement shall be null and void and the parties shall have no further rights or obligations hereunder.

2.4. LIKE KIND EXCHANGE. Seller may elect to accomplish this sale as part of a like-kind exchange transaction. Seller shall be solely responsible for selecting the exchange property and negotiating its purchase as well as for the preparation of all documents, forms and filings with respect to accomplishing such a transaction. Such an election shall not relieve or modify Seller's responsibility to perform pursuant to this agreement. The foregoing notwithstanding, nothing shall obligate Buyer to participate in a proposed like-kind exchange if any of the

Buyer's advisors (attorneys, bond counsel, auditors or accountants) counsel against Buyer's participation.

2.5. LIKE KIND EXCHANGE ELECTION. The Seller shall have sixty (60) days from the Effective Date of this agreement to investigate its interest in consummating this sale as part of a like-kind exchange. In the event that Seller fails to advise Buyer in writing by said date of Seller's desire the sales price shall be paid in accordance with the Buyer's policy concerning payment for farmland easement purchases. Seller shall also be obligated to report on the Property that Seller has identified for a like-kind exchange transaction within this said period.

2.6. SELLER'S COSTS TO PERFORM. Seller shall be responsible for retaining and compensating Seller's own expert advisors (including, but not limited to, attorneys, accountants and tax advisors) with respect to all matters pertaining to this transaction. Seller shall provide Buyer with the name, address and telephone number of each of Seller's advisors.

2.7. NOTICE OF BUYER DISCLAIMER OF RESPONSIBILITY AND LIABILITY. In paragraphs 2.7.1 and 2.7.2 Buyer is placing full responsibility on Seller to learn about and understand the tax consequences of this sale transaction. Seller is required to rely exclusively on Seller's advisors. Seller is not entitled to rely on the statements or opinions of Buyer, or Buyer's representatives.

2.7.1. NO ASSURANCES AS TO TAX CONSEQUENCES. Regardless of any statements or representations made by Buyer, or by representatives or consultants or contractors of Buyer, whether contemporaneous with or prior or subsequent to the parties' execution of this agreement, Buyer makes no assurances, promises or representations that the Internal Revenue Service, the State of New Jersey or any other agency or entity having the right or power to review the tax consequences of the sale contemplated by this agreement will consider and approve, acknowledge or accept the sale by Seller pursuant to this agreement as a transaction which entitles Seller to defer capital gains taxes or other taxes which might be due as a result of the sale contemplated herein.

2.7.2. NO RELIANCE ON BUYER. Seller shall not be entitled to rely on the opinions of Buyer, its staff, agents or employees or Buyer's advisors -- including Buyer's tax, legal and financial consultants -- with respect to any potential benefits that Seller might realize as a result of this transaction or as a result of Buyer's payment of the purchase price (or any part thereof) on an installment basis. Seller hereby acknowledges and agrees that

Seller and Seller's successors, administrators, personal and legal representatives and assigns shall have no claim against the Buyer, its officers, agents, servants and contractors for any damages or otherwise in the event that the tax consequences of this transaction are not as Seller expects.

2.8. SELLER'S TITLE AND RIGHT OF ACCESS. Responsibility for establishing Seller's title to the Property and Seller's legal right to access to it from a public road, including resolving any issues to Buyer's satisfaction, shall be Seller's. At closing Seller's title shall be marketable and insurable by the title insurance firm of Buyer's choice and Seller's right of access to the Property shall be established to the satisfaction of Buyer's legal counsel. A marketable title is one which is insurable by any title company authorized to do business in the State of New Jersey at regular rates.

If a defect in title is found in any portion of the Property, Seller shall make a good faith effort to resolve the defect. If the defect cannot be resolved, Buyer has the right to not accept that portion of the Property that cannot be delivered with good and marketable title. If Buyer does not accept any portion of the Property due to a defect in title, Seller will not be responsible for any costs associated with that portion of the Property.

2.8.1. SUBORDINATION OF CLAIMS. Unless the Transaction Summary in this agreement provides that a portion of the sales price is to be applied for the payment of encumbrances on, or claims against, the Property or Seller, Buyer shall not be required to pay more at closing than is reported in the said Transaction Summary. In the event there are any outstanding mortgage liens, tax obligations or any other encumbrances or claims against the Property or which might be asserted against the Property which will not be cancelled at or prior to closing, Buyer's performance pursuant to this agreement shall be contingent on the consent of all mortgagees and all other claimants against the Property to subordinate their claims to the Deed of Easement to be executed by Seller. The subordination shall be acceptable in all respects to Buyer, and to any provider of non-County funds.

2.9. SELLER'S COVENANTS AS TO USE. Seller's execution of this agreement shall constitute a certification and covenant to Buyer that no use of or on the Property that is not "agricultural" as defined in paragraph 1.0 has commenced since the time that Seller filed the application to sell a development easement to the Buyer. Seller further covenants, warrants and agrees that no new use of the Property that is not within the meaning of an

"agricultural use" as defined in paragraph 1.0 shall be commenced.

2.10. SELLER'S ACTIONS PRIOR TO CLOSING. Seller promises, covenants and agrees to take no action with respect to the Property that is detrimental to the Property's ability or capability of being put to agricultural use -- including, but not limited to, removing soil, rocks or any other earthen materials from the Property or allowing regulated wetlands conditions to develop -- unless the practice is a component of a soil conservation plan approved by the Natural Resource Conservation Service ("NRCS").

2.11. SELLER'S COMMITMENT TO COOPERATE. Seller promises, covenants and agrees to cooperate with Buyer and the Provider of non-County funds in processing, reviewing and considering all matters pertaining to the Buyer's application, regardless of whether the Provider of non-County funds is solicited by the Buyer prior or subsequent to purchasing an easement from Seller pursuant to this agreement. Seller agrees to sign such documents or forms which may be reasonably required by Buyer, and to provide access to the Property for inspection in order for Buyer to qualify for such funds. The commitment in this paragraph shall survive closing.

2.12. ASSIGNMENT OF RIGHT OF OFFER TO SELL. Seller acknowledges that a Provider of Non-County funds may require that the owner of Property interested in selling the development rights for the purpose of farmland preservation make an offer to sell said rights for a specified per-acre amount. Seller hereby agrees that until such time as Seller conveys an easement to Buyer pursuant to this agreement Buyer, as contract purchaser, shall have the right to make the offer to sell the development rights to the Property to the provider of said funds and Seller hereby assigns said right to Buyer. Seller further agrees to cooperate with Buyer in satisfying requirements of said provider for offers of sale. The amount offered by Buyer to sell shall have no effect on the purchase price to be paid pursuant to this agreement.

2.13. HAZARDOUS SUBSTANCES ON THE PROPERTY. By execution of this agreement, Seller certifies and warrants to Buyer the following:

- a. Seller has no knowledge that the Property was ever used for the manufacture, refining, transportation, treatment, storage, handling or disposing of hazardous substances or toxic wastes of any nature other than in connection with use that was in accordance with commonly

accepted agricultural practices.

b. Seller has not placed any hazardous waste or hazardous substances on or under the Property, except in accordance with commonly accepted agricultural practices.

c. Seller has no knowledge that hazardous substances were ever spilled on or buried in the Property.

d. To Seller's knowledge there is neither an operating nor a closed landfill on the Property.

e. To Seller's knowledge there are no hazardous waste or hazardous substances on or under the Property other than that used in connection with agricultural use of the Property in accordance with commonly accepted agricultural practices.

f. Only those tanks described on Attachment C hereto are located on the Property.

g. To the best of Seller's knowledge, none of the tanks containing fuel or hazardous substance on the Property are leaking and all comply with current governmental regulations pertaining thereto.

Any exception(s) to the foregoing certifications shall be declared in writing by Seller, which document shall be attached to and incorporated in this agreement.

2.13.1. INDUSTRIAL SITE RECOVERY ACT/ENVIRONMENTAL CLEANUP RESPONSIBILITY ACT. Unless Buyer waives the requirement, this agreement is contingent upon Buyer's receipt of a letter of nonapplicability from the New Jersey Department of Environmental Protection ("DEP") stating that the Property is not subject to the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. Seller agrees to cooperate in Buyer's application to the DEP. Buyer shall be responsible for the cost of said application.

2.14. SEPTIC SYSTEM USE. In the event that the Property is serviced by a septic system, Seller hereby promises, certifies, represents and warrants that only structures located on the Property are connected to or utilize the system.

2.15. CONDEMNATION PROCEEDINGS. Seller affirms and declares that no entity having the right to institute condemnation proceedings has done so as to all or any portion of the Property.

2.16. EXCLUSIVE AGREEMENT. Seller affirms and certifies that no other agreement to sell all or any part of the Property or any interest in the Property to any other person, whether oral or written, has been made or executed and Seller has given no person an option to purchase all or any part of the Property or any interest in the Property.

2.17. NO LITIGATION OR VIOLATIONS PENDING. Seller hereby warrants and certifies that there are no judgments or proceedings pending in any court or before any governmental or regulatory board or agency which affect or may affect the Property. Seller further warrants and certifies that Seller has received no notice of violation of any statute, ordinance, rule, regulation or insurance requirement which has not been corrected, and Seller has no knowledge of any such violation.

3.0. COMPENSATION TO SELLER. In consideration of Seller's execution and delivery of a Deed of Easement conveying the Nonagricultural Development Rights and Development Credits and an easement to the Buyer, and execution and delivery of such other documents as Buyer deems necessary, Buyer shall pay Seller the per-acre amount stated in the Transaction Summary of this agreement. The estimated sales price stated in the Transaction Summary is based on the assumption that the Property to be subject to the easement is the size stated thereon. The actual amount of the purchase price shall be computed on the actual acreage determined by a survey of the Property obtained by the Buyer (see paragraph 5.0), subject to deductions and adjustments described in paragraph 3.1.

3.1. COMPUTATION OF PURCHASE PRICE. Computation of the payment to be made to Seller pursuant to paragraph 3.0 shall take into account any Residential Dwelling Site Opportunities ("RDSO") or Land Exceptions stated in the Transaction Summary. For purposes of computing the sum payable to Seller the number which is four times the per-acre value shall be deducted from the sum otherwise due Seller for each RDSO. The deduction for excepted acreage shall be the number which is the per-acre value attributed to the acreage of the land to be excepted.

In addition, computation of the sum payable shall be subject to the following terms and conditions:

- a. The acreage which will be restricted by the Deed of Easement shall not include acreage for (i) rights-of-way (or provision for constructing, widening or improving rights-of-way) along any Federal, State,

County or Municipal roads which abut the Property;
(ii) facilities for the drainage of storm, ground or surface waters or improvements thereto required for the safety of the roads which abut the Property, as determined by the Buyer; (iii) improvements to road intersections which Buyer, the State or Municipality has identified as necessary and (iv) potential improvements to bridges or dams which abut the Property.

b. Computation of the amount payable shall not include acreage attributable to water bodies which are on the Property, or along a Property boundary.

c. The acreage on which payment will be based shall not include acreage of any portion of the Property which the Buyer's title insurer is unwilling to insure.

d. Buyer may elect to exclude from the acreage amount any or all portions of the Property to which Seller is unable to establish a legal right of access to the Buyer's satisfaction.

3.2. PAYMENT OF PURCHASE PRICE. Buyer shall pay the Purchase Price in accordance with the following:

a. The Seller shall be entitled to payment of the amount stated in the Transaction Summary of this agreement at closing, subject to any deductions and adjustments as provided in this agreement.

3.3. EASEMENT EFFECTIVE AT CLOSING. All restrictions on use of the Property imposed by the Deed of Easement shall be effective on closing. Seller and all persons who succeed to Seller's interest in the Property shall be obligated to comply with all terms and conditions of the Deed of Easement.

4.0. TITLE INSURANCE. The Buyer agrees to be responsible for the cost to insure Buyer's interest in the Property. Seller agrees to cooperate with the Buyer's title company and insurer, and to execute such documents as may be required to confirm Seller's title. The agreement of Buyer's title company to insure Buyer's interest in the Property shall be a precondition to closing.

4.1. EVIDENCE OF SELLER'S TITLE. Seller shall use its best efforts to provide Buyer with copies of any documents which evidence or confirm Seller's title to the Property which include, but are not limited to, copies of "marked up" title commitments

and policies of title insurance. Said documents shall be provided within ten (10) days of the Effective Date of this agreement.

4.2. ACTIONS NECESSARY TO PROVE SELLER'S TITLE. The parties agree that Buyer has no responsibility whatsoever in taking any action needed to confirm or establish Seller's title. Buyer's title company shall not be liable for researching Seller's title beyond sixty (60) years prior to the current year. If Buyer's title company is unwilling to insure title to all or any portion of the Property on the basis of such a search, responsibility for establishing Seller's good title, and the costs incurred to do so, shall be on Seller.

4.3. EXTENSION OF COMMITMENT PERIOD. Seller and Buyer agree that the Commitment Period defined in the Transaction Summary of this agreement shall be extended for up to forty five (45) days if Buyer's title company encounters difficulty in confirming Seller's title to all or any portion of the Property.

4.4. ENCUMBRANCES ON TITLE/PROPERTY'S SIZE. The Buyer's offer to buy is made on the basis of its knowledge about the Property at the time this agreement is executed, including that the Property is the Assumed Acreage in size. The Buyer shall have the right to cancel this agreement, or to issue a new offer, in the event that the Property's size is not at least ninety percent (90%) of the Assumed Acreage, or is in some way significantly different from what was appraised, or if Seller's title is subject to restrictions on use, or to an easement which Buyer believes impacts on the value of the Property's development rights, or on the public need to make this purchase.

4.5. SELLER'S PERFORMANCE REQUIRED NOTWITHSTANDING TITLE DISPUTE. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's title company and/or surveyor about the size of the Property owned by Seller. Buyer may elect, but is not required, to (a) extend the time for closing if Seller desires to establish Seller's good title to such portion of the Property deemed not insurable by the Buyer's title company or (b) complete the purchase for that portion of the Property that has been determined by Buyer's title company to be insurable at regular rates.

5.0. SURVEY OF PROPERTY. Seller agrees that as a condition to making this purchase, Buyer shall be entitled to obtain a survey of the Property by the surveyor of Buyer's choice, and at Buyer's expense. Seller agrees to cooperate with the surveyor in all respects. Execution of this agreement shall constitute Seller's

authorization to Buyer's surveyors to enter upon the Property as necessary to complete the survey. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's surveyor about the boundaries of the Property. Seller shall be responsible for providing Buyer with a copy of any survey of the Property in Seller's possession within ten (10) days of the Effective Date.

6.0. INSPECTIONS OF THE PROPERTY. Representatives of the Buyer, the County of Gloucester, the GCADS, or the SADC, shall have the right to inspect the Property at any time prior to closing. In addition, Representatives of the Buyer, the County of Gloucester, the GCADB, or the SADC shall have the right to inspect the Property following Seller's execution of the Deed of Easement for the purpose of verifying that Seller is not in violation of any of the terms and conditions of this agreement or of the Deed of Easement. Absent special need therefor, all inspections shall be conducted during daylight hours and on twenty four (24) hours' advance notice to Seller.

7.0. RISK OF LOSS. Risk of loss or damage to the Property by fire or other cause prior to closing shall be and is assumed by the Seller. At its sole discretion the Buyer may elect to cancel this agreement or limit the area of the Property subject to this agreement in the event that the Property is substantially damaged or the potential for agricultural use of the Property is substantially impaired as a result of any occurrence between the date of this agreement and closing. Seller is required to advise the Buyer of any occurrence which results in loss of or damage to the Property or the impairment of the Property's availability or usability for agricultural purposes.

7.1. CONDITION OF THE PROPERTY. Seller hereby represents, warrants and certifies to Buyer that the Property is substantially and materially in the condition it was when Seller applied to the Program, and that Seller knows of no existing circumstance or condition which may impair agricultural use of the Property following closing.

8.0. INDEMNIFICATION OF BUYER FOR HAZARDOUS CONDITION OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made by any parties that are involved in this transaction, judgments awarded, penalties assessed or orders entered, which now exist or which may subsequently exist of or pertaining to the discharge of hazardous substances from or onto the Property which discharges were determined to have occurred during Seller's period of ownership. Buyer's acceptance of a Deed of Easement from Seller

conveying to Buyer the Nonagricultural Development Rights and Credits and an easement to the Property and Buyer's payment to Seller therefor shall not constitute nor be deemed to be an assumption of liability for any hazardous substances on or discharges from the Property, regardless of whether said discharge occurred or occurs prior or subsequent to closing.

8.1. INDEMNIFICATION OF BUYER FOR USE OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made, judgments awarded, penalties assessed or orders entered pertaining to (a) Seller's failure to comply with the terms and conditions of the Deed of Easement or (b) Seller's use of the Property in accordance with the Deed of Easement. Buyer's acceptance of the Deed of Easement shall not constitute an assumption of liability or responsibility for any damages or losses sustained by any person or entity as a result of Seller's use of the Property -- whether or not in conformity with the Deed of Easement.

8.2. INDEMNIFICATION OF SELLER. Buyer agrees to indemnify and hold Seller harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, for the defense of such claims and demands arising from the conduct of Buyer, its agents, employees, invitees, or licensees in connection with any of their activities in or about the Property. Seller shall promptly notify Buyer of the commencement of any claim, demand, action or proceeding.

9.0 REDUCTION OF PROPERTY'S VALUE. Seller acknowledges Seller's understanding that execution of the Deed of Easement and conveyance of the Property's nonagricultural Development Rights and Credits and an easement to Buyer may reduce the value of the Property. Seller agrees that acceptance of Buyer's payment to it, computed in accordance with paragraphs 3 and 3.1, shall constitute full and complete consideration for Seller's execution of the Deed of Easement. Seller acknowledges and agrees that Seller shall have no further claim for compensation for any loss in value of the Property that may occur subsequent to closing which may be attributable to this sale.

10.0. USE OF PROPERTY AFTER SALE. Neither Buyer nor Seller makes any warranty to the other that economic market conditions will continue to make agricultural use of the Property a viable or profitable choice. Seller understands, acknowledges and agrees that Seller's sale of the Property's Nonagricultural Development Rights and Credits and an easement to Buyer shall permanently and forever restrict the Property to agricultural use regardless of whether Seller or any other person is subsequently able to make

profitable use of the Property so restricted and that Seller shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.

10.1. NO RELIEF FROM RESTRICTIONS. No law, rule or regulation, whether Federal, State or local, shall relieve Seller or Seller's successors, heirs, assigns, personal or legal representatives or subsequent owners of the Property of the restrictions on the Property imposed by the Deed of Easement, provided however that nothing contained herein shall require the Buyer, their heirs and assigns to actively engage in agricultural use of the Property.

11. DEFAULT BY SELLER. Violation of any term or condition of this agreement by Seller shall constitute a default. "Default" includes, but is not limited to, the following actions by Seller:

(a) Seller advises Buyer that Seller does not intend to sell the Property's Nonagricultural Development Rights, Credits and an easement to Buyer.

(b) Seller violates or fails to comply with any material term of this agreement and fails to cure said default within five (5) days of the date of Buyer's demand upon Seller to do so. If Seller asserts that more than five (5) days are needed to cure a default, Seller shall so advise Buyer in writing and request such additional period as Seller believes necessary. Buyer shall agree to said additional period if the period to cure proposed by Seller is objectively reasonable; in no case, however, shall Seller be relieved from performance pursuant to this agreement if the period to cure extends beyond the Commitment Period.

(c) Seller fails to execute and deliver a Deed of Easement and all required supporting documentation on the date of closing scheduled in accordance with the terms of this agreement. Supporting documentation includes, but is not limited to, affidavit(s) of title acceptable to Buyer, and mortgage subordination agreements.

(d) Seller or any person acting on Seller's behalf has made a misrepresentation of material fact in the application or in or through any other written or oral communication with Buyer concerning the Property.

(e) Seller commences a nonagricultural use on the Property.

(f) Seller fails to cooperate with Buyer, Buyer's title company, surveyor or Provider or potential provider of non-County funds in accomplishing this sale transaction.

12. BUYER'S RIGHTS ON SELLER'S DEFAULT. In the event that Seller defaults in any term, covenant, requirement or condition of this agreement, Buyer shall have the right to declare Seller in default, and take any of the following actions:

- a. sue for specific performance;
- b. cancel the agreement;
- c. require the Seller to pay Buyer all of the Application Processing Costs it has incurred after the date of this Agreement;
- d. require that Seller restore the Property to the condition it was in prior to the time that nonagricultural use activity commenced subsequent to the submissions of the Seller's application;
- e. reduce the amount payable pursuant to paragraph 3.0 by four times the easement value for each day and for each acre or part of any acre that soil or other earthen material is removed from the Property in violation of paragraph 2.11; and
- f. require Seller to replace soil removed from the Property in violation of paragraph 2.11 with topsoil approved as to quality by the NRCS.

13. ENFORCEMENT OF AGREEMENT AND EASEMENT. Buyer and Seller shall each have the right to enforce the terms of this agreement and the restrictions to be imposed on the Property contemplated by this agreement by any lawful means available. The parties hereby agree and consent to the jurisdiction of the Superior Court of New Jersey, Gloucester County vicinage, in any action brought by Buyer or Seller to enforce the terms of this agreement or the terms and conditions of the Deed of Easement.

14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY. Seller may not sell, transfer or convey the Property, in whole or in part, to any person unless the purchaser, transferee or assignee agrees

to comply with and perform in accordance with the terms of this agreement. Seller shall be responsible for providing a writing acceptable to Buyer in which Seller's transferee or assignee agrees to comply with and be bound by the terms of this agreement. Seller may not assign this agreement without the approval of the Buyer, which approval shall not be unreasonably withheld.

15. REVIEW OF AGREEMENT BY SELLER'S ATTORNEY. Seller may submit this agreement to an attorney for review. In the event that Seller fails to submit this agreement to an attorney for review, or if Seller's attorney neither disapproves nor requests modification to this agreement within five (5) business days of Seller's execution hereof, Seller shall be bound hereby. Seller shall be responsible for the cost of any attorney retained to represent or counsel Seller with respect to this matter.

16. COMPLETE AGREEMENT. This agreement is the entire and only agreement between Buyer and Seller and no other statements, promises or communications, whether written or oral, shall be effective to modify or supersede this agreement or any term herein. This agreement can only be changed by a writing signed by both Buyer and Seller.

17. LOCATION OF CLOSING. Closing shall be conducted at the offices of Gloucester County, or such other place specified by Buyer.

18. TIME FOR CLOSING. Buyer shall notify Seller when all preconditions to consummation of this sale have been satisfied, and Buyer is ready to schedule closing. Buyer and Seller shall establish a date for closing which is acceptable to both parties.

18.1. DELAY IN CLOSING BY SELLER. Seller's inability (except for objectively reasonable reasons) or unwillingness to close on the date for closing scheduled pursuant to paragraph 18, or failure to cooperate in scheduling a date for closing, shall constitute a breach of this agreement entitling Buyer to the remedies therefor set forth in paragraph 12.

19. NO COLLUSION. Seller hereby affirms that neither Seller nor any person on Seller's behalf has made or agreed to make any valuable gift, whether in the form of service, loan, thing or promise, to Buyer or to any employees, servants or agents of Buyer for the purpose of influencing Buyer to make this purchase. In the event that Seller's affirmation herein is untrue, Buyer shall have all rights on default described above as well as any other right that might be available to it under New Jersey law.

20. NOTICES. All notices to each party shall be made in writing delivered personally or by first-class, postage prepaid mailed to the other party at the addresses stated in the Transaction Summary in this agreement.

21. SURVIVABILITY OF COVENANTS. All covenants and agreements made by Seller in this Agreement are binding on Seller and on Seller's agents, attorneys-in-fact, heirs, administrators, executors, personal and legal representatives, successors and assigns and shall survive closing for the applicable statute of limitations period, measured from Buyer's discovery of a claim for Seller's violation of a covenant or agreement made herein. Buyer shall be entitled to record this agreement, or a Notice reporting the existence of this agreement.

22. WAIVER OF BREACH. The waiver of a breach of any provision of this agreement by Buyer or Buyer's failure to insist upon strict compliance with any term, covenant or conditions hereof shall not operate or be construed as a waiver of any subsequent breach. Delay in or failure of Buyer to declare Seller in breach of this agreement shall not operate or be construed as a waiver thereof.

23. GOVERNING LAW. This agreement shall be governed by and construed in accordance with New Jersey law, and shall be subject to the requirements of all applicable laws and regulations adopted by State or Federal Non-County Funding Sources. If any provision of this agreement shall be or become invalid under any law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

24. PERSONS BOUND. This agreement shall be binding on the parties and on their heirs, executors, administrators, personal or legal representatives, successors and assigns.

25. SELLER ENTITY. If Seller is a corporation or other business entity Seller warrants and certifies that it is duly formed and validly existing under New Jersey law. Seller has the full power, right and authority to enter into this agreement, to perform its obligations under this agreement, and to execute and deliver all documents required to be executed and delivered by Seller under this agreement. The person signing this agreement on behalf of Seller has the requisite power and authority to execute and deliver this agreement in the name of Seller and to create a binding obligation of Seller. Upon request, Seller shall deliver to Buyer such evidence and documentation as Buyer may reasonably require in order to verify the truth of the statements made in this Paragraph.

26. COUNTERPARTS. This agreement may be signed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute a single agreement, with the same effect as if the signatures thereto and hereto were upon the same instrument.

27. CAPTIONS. The captions contained in this agreement are for the convenience of the parties and do not in any way modify, amplify or give full notice of any of the provisions of this agreement.

28. NUMBER AND GENDER. For purposes of this agreement, the masculine shall be deemed to include the feminine and the neuter, and the singular shall be deemed to include the plural, and the plural the singular, as the context may require.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Seller has caused this agreement to be executed. If Seller, whether in whole or in part, is other than a natural person, the making and execution of this agreement has been properly authorized and effected.

IN FURTHER WITNESS WHEREOF, and intending to be legally bound thereby, the Buyer has caused this agreement to be executed by its duly authorized agents.

SELLER:

BUYER:

COUNTY OF GLOUCESTER

BY: _____
MOLLIE RAGUSA

BY: _____
ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

Social Security #

BY: _____
JOSEPH RAGUSA

Social Security #

**CONTRACT TO SELL NONAGRICULTURAL DEVELOPMENT RIGHTS,
DEVELOPMENT CREDITS AND A DEVELOPMENT EASEMENT**

ATTACHMENT C - FUEL TANK DISCLOSURE

We hereby certify that only the fuel tanks described below are located on, over or under the property which is the subject of this agreement of sale:

Tank No. 1:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 2:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 3:

Location:

Contents:

Purpose (use):

Age (in years):

Use additional sheet(s) if more than three tanks are on the Property.

All property owners must sign:

SELLER:

BY: _____
MOLLIE RAGUSA

DATE: _____

BY: _____
JOSEPH RAGUSA

DATE: _____

G4

COUNTY OF GLOUCESTER
P. O. Box 337
Woodbury, N. J. 08096

Certificate of Availability of Funds

TREASURER'S NO. 13-10610

DATE November 19, 2013

T-03-08-509-372-20549

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Land Preservation

AMOUNT OF CERTIFICATION \$487,525.50 COUNTY COUNSEL Emmett Primas, Esq.

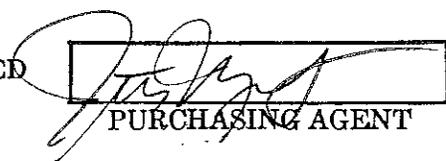
DESCRIPTION:

Resolution to acquire a development easement on the farm property of Molly Ragusa and Joseph Ragusa, located in the Township of Logan, known as Block 801, Lot 36, consisting Of approximately 46.431 acres, based on a certified value of \$10,500.00 per acre for an amount of \$487,525.50

VENDOR: Presidential Title Agency, Inc.

ADDRESS: Po Box 1367
1546 Blackwood-Clementon Rd.
Blackwood, NJ 08012


DEPARTMENT HEAD APPROVAL

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 11-21-13