

8/17/13

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AGREEMENT

THIS AGREEMENT entered into this 1<sup>st</sup> day of January, 2013, by and between the County of Gloucester, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and the Gloucester County Improvement Authority, hereinafter referred to as the "Improvement Authority"; and

WHEREAS, the Improvement Authority has a statutory obligation to provide Care Management services along with the additional support services of Homemaker Assistance, Adult Day Care and Respite Care to elderly clients suffering from Dementia-related illnesses to ensure placement in an institutional setting is avoided; and

WHEREAS, the Improvement Authority desires to enter into an agreement with the County pursuant to which the County will administer the provision of such services; and

WHEREAS, consistent with the statutory obligation, the GCIA has committed the sum of \$97,374.00 to said services, which amount shall be the amount of this Agreement;

NOW THEREFORE, the parties for good and valuable mutual consideration hereby agree to the following terms and conditions:

1. **TERM OF CONTRACT:** This AGREEMENT shall be for a fixed term of one (1) year beginning January 1, 2013 and shall terminate on December 31, 2013.
2. **FUNDS:** The Improvement Authority agrees to provide funds in the amount of \$97,374.00 to the County for its use as hereinafter described.
3. **PAYMENT OF SERVICES:** The County shall be paid a total contract amount of \$97,374.00. Payment will be released pursuant to receipt of monthly cash activity reports for payments of allowable costs incurred in the performance of this AGREEMENT. The County will also submit a monthly report on actual services provided, as well as a final report.

4. **SERVICE DESCRIPTION AND UNITS OF SERVICE:** The Improvement Authority restricts the use of these allocated funds to the County to be used as follows:
- a. To provide Care Management services and coordinate Homemaker Assistance, Adult Day Care and Respite services to the Elderly and/or Disabled population in Gloucester County, who are eligible by virtue of their dementia-related illness.
  - b. To determine the eligibility of each applicant and work in coordination with the service provider(s) to develop a multi-service approach to meeting the special needs of clientele.
  - c. To provide information and referrals to other relevant programs.
  - d. To provide follow-up services to ensure clients are receiving quality care.
  - e. To maintain accurate records of hours of service rendered so that they will not exceed the approved amount, and issue reimbursements or payments to providers for services rendered.
  - f. To follow the 2013 Service Allocation and Spending Plan funded through Peer Grouping Systems Revenues. (Attachment B).
5. **COUNTY OBLIGATIONS:** In consideration of funds allocated, the County agrees to use the funds in accordance with restrictions contained in paragraph (4) of this AGREEMENT. The County shall make available to the Improvement Authority all reports to grantors, state, or federal agencies covering levels of service and program expenditures under service contracts for which these funds serve as matching funds. The County shall not release confidential material or information concerning persons served by the County without written "Release of Information" by said person.
6. **IMPROVEMENT AUTHORITY OBLIGATIONS:**
- a. The Improvement Authority shall provide funds in the amount(s) and as scheduled in paragraph (3) of the AGREEMENT. The Improvement Authority understands that failure to meet the payment schedule in paragraph (3) may result in the County being unable to provide and claim sufficient reimbursement to fund the County program.
  - b. The Improvement Authority will provide quality assurance/contract monitoring and review to ensure that contractual obligations are fulfilled and to assist the County in achieving effective end results.

7. **INSURANCE COVERAGE:** The County represents that it has in force sufficient general liability and other insurances to provide defense and indemnification against claims which may arise out of the administration of services under this AGREEMENT. An original Certificate of Insurance issued by the County's Insurance Carriers will be provided to the Improvement Authority upon request.
8. **AFFIRMATIVE ACTION:** The County agrees to comply with the mandatory Affirmative Action Law as pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27). (Attachment A).
9. **ACCESSIBILITY:** The County agrees to make their services available to the handicapped.
10. **TERMINATION OF CONTRACT FOR CAUSE:** If, through any cause, the County is in default of the AGREEMENT or has failed to fulfill in a timely and proper manner their obligation under this Agreement, or if the County shall violate any of the covenants, agreements or stipulations of this Agreement, the Improvement Authority shall thereupon have the right to terminate this Agreement by giving written notice to the County of such terminations specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the County under this Agreement shall, at the option of the Improvement Authority, become its property and the County shall be entitled to receive just and equitable compensation for satisfactory work completed on such documents. Notwithstanding the above, the County shall not be relieved of liability to the Improvement Authority for damages sustained by the Improvement Authority virtue of any breach of contract by the County, and the Improvement Authority may withhold any payments to the County for the purpose of set-offs until such time as the exact amount of damages due to the Improvement Authority for the County is determined.
11. **NOTICE OF DEFAULT:** In the event that the Improvement Authority claims that the County is in default of the AGREEMENT or has failed to fulfill in a timely and proper manner its obligations under this AGREEMENT, then the Improvement Authority agrees that it will not exercise any right or remedy for default unless it shall have first given written notice thereof to the County, and the County shall have failed, within fifteen (15) days thereafter, to actively and diligently, in good faith, proceed with the contract and the correction of the default.
12. **COMPLIANCE WITH LOCAL LAWS:** The County shall comply with all applicable laws, ordinances and codes of the Federal, State, and Local Governments and shall commit no trespass on any public or private property in performing any of the services embraced by this contract.

13. **RELEASE**: It is agreed and understood that acceptance and final payment to the County shall be considered a release in full of all claims against the Improvement Authority for the services delivered.
14. **EQUAL OPPORTUNITY EMPLOYMENT**: During the performance of this AGREEMENT, the County agrees as follows:
- a. The County or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, marital status, sex, or handicap. The County will take affirmative action to ensure that such applicants are recruited and employed. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The County agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this non-discrimination clause.
  - b. The County or subcontractor, where applicable, will in all solicitations or advertisements for employees place by or on behalf of the County, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, or handicap.
15. **AUDIT**: The Improvement Authority agrees to cooperate in any audit of the source of the funds, which may be conducted by or on behalf of the State or Federal Government.
16. **REVERSION OF ASSETS**: Upon the expiration of this AGREEMENT, the County shall transfer to the Improvement Authority any funds on hand at the time of expiration.
17. **NOTICES**: Notices pursuant to this AGREEMENT shall be given in writing by ordinary mail to the parties at the following addresses:
- a. If to the Improvement Authority, c/o  
Charles Fentress, Chairman  
Gloucester County Improvement Authority  
109 Budd Blvd.  
Woodbury, NJ 08096
  - b. If to the COUNTY, c/o  
Anna Docimo, Executive Director  
Gloucester County Division of Senior Services  
115 Budd Blvd.  
West Deptford, NJ 08096

c. Or to such other address as the parties may hereafter designate by notice given in accordance with the terms and conditions of this Section.

18. **ENTIRE AGREEMENT:** This document attached hereto and made a part hereof contains all the terms and conditions agreed upon by the Gloucester County and the Improvement Authority.

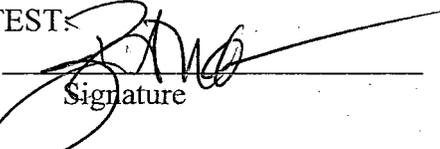
19. **BINDING AGREEMENT:** This AGREEMENT supersedes all prior agreements between any other parties and shall be binding upon the parties hereto.

**IN WITNESS WHEREOF**, the Gloucester County Purchasing Agent, pursuant to authority granted to him and set forth in the County Administrative Code has executed this Agreement and Vendor's authorized representative has executed this Agreement on the date indicated herein.

**GLOUCESTER COUNTY**

BY:   
Signature

NAME: Robert M. Damming  
TITLE: Freeholder Director

ATTEST  
BY:   
Signature

NAME: Robert N. DiLella  
TITLE: Clerk of the Board

**GLOUCESTER COUNTY  
IMPROVEMENT AUTHORITY**

BY:   
Signature

NAME: Charles Fentress  
TITLE: Chairman  
ADDRESS: 109 Budd Blvd.  
Woodbury, NJ 08096

TELEPHONE #: 856-848-4002

## ATTACHMENT A

### P.L. 1975, C. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE

#### PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

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

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

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract for understanding, a notice, to be provided by the County 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 contractor or subcontractor, where applicable, 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.

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

## ATTACHMENT A CONTINUED

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

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

The contractor or subcontractor agrees 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, sex, handicap, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statues and court decisions of the State of New Jersey, and applicable Federal Law and applicable Federal Court decisions.

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