

CLOSE OUT AGENDA

12:00 Noon Wednesday, December 27, 2013

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from December 4, 2013 and December 18, 2013 and closed session minutes from November 26, 2013.

P-1 Proclamation to Honor and Welcome home SPC Wendy M. Gittenger from her deployment in South Korea on Sunday, December 15, 2013 (Chila) (Previously Presented)

P-2 Proclamation recognizing Les Vail and Frederick Keating recipients of the 38th Annual Garden State Council Boys Scouts of America Gloucester County Distinguished Citizen of the Year Award (Chila) (Previously Presented)

P-3 Proclamation recognizing the Knights of Columbus at Holy Name Council #12503 (Wallace) (Previously Presented)

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**

A-1 RESOLUTION AUTHORIZING THE EXECUTION OF AN ADDENDUM TO THE CONTRACT WITH BROWN AND CONNERY, LLP TO INCREASE THE CONTRACT AMOUNT BY AN AMOUNT NOT TO EXCEED \$60,000.00 RESULTING IN A NEW CONTRACT AMOUNT NOT TO EXCEED \$220,000.00. A Resolution was adopted on January 4, 2013 authorizing the execution of a contract with Brown and Connery, LLP, with offices at 360 Haddon Avenue, Westmont, NJ 08108, for the provision of professional labor attorney legal services and other services of a specialized nature in an amount not to exceed \$160,000.00. Additional services are required for the period ending December 31, 2013 in an amount not to exceed \$60,000.00 resulting in a new contract amount not to exceed \$220,000.00.

A-2 RESOLUTION AUTHORIZING EXTENSION OF A PAYMENT IN LIEU OF TAXES (PILOT) AGREEMENT PREVIOUSLY ENTERED INTO BY AND BETWEEN THE COUNTY OF GLOUCESTER AND THE SOUTH JERSEY PORT CORPORATION. This resolution authorizes a seven year extension of the Payment in Lieu of Taxes Agreement (PILOT) between the County and the South Jersey Port Corporation currently in force. The economic terms of the agreement are not changed (\$150,000 annual PILOT payment on the leasehold). The agreement will expire December 31, 2020.

A-3 RESOLUTION APPROVING PAULSBORO PORT PROJECT ACCESS ROAD AND BRIDGE PROJECT SUPPORT AGREEMENT BY AND BETWEEN THE COUNTY, THE SOUTH JERSEY PORT CORPORATION AND THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY. The County received a grant from the New Jersey Department of Transportation for the Port of Paulsboro Access Road and Bridge Project (Project) in 2005 and assigned the grant to the Gloucester County Improvement Authority (GCIA) in 2007 via a three-party agreement between the County, GCIA and the South Jersey Port Corporation. The GCIA utilized the funds to construct the access road and bridge servicing the Port of Paulsboro per the terms of the agreement. As a party to the agreement, the County must consent to any material changes. This resolution authorizes execution of an amendment of the three party agreement whereby the SJPC will reimburse the GCIA for unanticipated costs associated with the construction of the project and property acquisition.

A-4 RESOLUTION CREATING THE GLOUCESTER COUNTY EMERGENCY RESPONSE PREPAREDNESS ADVISORY COUNCIL AND APPOINTING MEMBERS FOR A TERM OF ONE YEAR. This resolution establishes a seven-person Emergency Response Preparedness Advisory Council, designates standing members from the Gloucester County Fire Chief's Association, Gloucester County Police Chief's Association, a private sector HAZMAT expert, and the Gloucester County Emergency Services Medical Director. The resolution appoints Dennis McNulty, William Volk, and Phillip Zimm as members of the Council as well. The independent advisory council comprised of experts in the HAZMAT field is charged with augmenting administrative oversight of the county's HAZMAT Response Team. The term of the appointment is one year.

**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 AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO CONSULTING ENGINEER SERVICES (CES) FOR ENGINEERING DESIGN SERVICES FOR THE RESURFACING AND WIDENING OF HURFFVILLE-CROSS KEYS ROAD, COUNTY ROUTE 654, FROM FRIES MILL ROAD TO THE CROSS-KEYS BY-PASS, COUNTY ROUTE 689, WASHINGTON TOWNSHIP, FOR THE TOTAL AMOUNT OF \$59,727.92. This Resolution will authorize and approve the County's entry into a Professional Services Contract, per RFP-013-055, with Consulting Engineer Services (hereinafter "CES") (645 Berlin-Cross Keys Road, Sicklerville, NJ 08081) for Engineering Design Services for the roadway improvement project known as the "Resurfacing and Widening of Hurffville-Cross Keys Road, County Route 654, from Fries Mill Road to the Cross-Keys By-Pass, County Route 689, Washington Township, Gloucester County," Engineering Project #14-03SA, for the total amount of \$59,727.92. This contract is proposed to be awarded based upon requests for proposals that were publicly received and opened by the County for the Project on Tuesday, December 10, 2013. This Contract shall be effective for the length of time necessary for the actual completion of the Project.

**DEPARTMENT OF HEALTH &
EDUCATION**

**FREEHOLDER BARNES
FREEHOLDER SIMMONS**

**DEPARTMENT OF SOCIAL &
HUMAN SERVICES**

**FREEHOLDER NESTORE
DEPUTY DIRECTOR CHILA**

E-1 RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY PERTAINING TO THE NATIONAL EMERGENCY FOOD AND SHELTER PROGRAM PHASE 31 GRANT AND TO ACCEPT THE FUNDS IN THE AMOUNT OF \$12,985.00 FROM SEPTEMBER 1, 2013 TO JUNE 30, 2014. The National Food and Shelter Board has allotted \$162,985.00 to Gloucester County for emergency needs to County residents. The Local Emergency Food and Shelter Board awarded \$12,985.00 of this to the Gloucester County Division of Social Services for the purchase of food certificates. The certificates are distributed to families and individuals who come to the Division of Social Services in need of food.

E-2 RESOLUTION AUTHORIZING APPLICATION FOR THE "FY2014 YOUTH INCENTIVE PROGRAM GRANT" TO THE NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES, CHILDREN'S SYSTEM OF CARE, IN AN AMOUNT NOT TO EXCEED \$38,442.00. The Youth Incentive Program Grant provides staff salaries to support the activities of Coordinating Inter-Agency Council for Children (CIACC). The council provides a forum to develop, review, redirect and discuss the local system of care services for children who are homeless and/or have social, emotional and behavioral challenges.

E-3 RESOLUTION AUTHORIZING EXECUTION OF GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES DIVISION OF YOUTH AND FAMILY SERVICES FOR THE 2014 HUMAN SERVICES PLANNING GRANT, FOR A TOTAL AMOUNT OF \$73,704.00, WITH THE STATE'S SHARE BEING \$67,004.00 AND THE COUNTY SHARE BEING \$6,700.00. The Human Services Planning Grant provides staff salaries to support the activities of Human Services Advisory Council (HSAC), materials /support for the Commission for Missing and Abused Children and the Prevention of Adolescent Pregnancy Program.

E-4 RESOLUTION AUTHORIZING GRANT APPLICATION AND EXECUTION OF AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES FOR THE FY2014 SOCIAL SERVICES HOMELESS GRANT, IN AMOUNT NOT TO EXCEED \$190,054.00. The Social Services for the Homeless Grant is re-allocated to Not-for-Profit (501c3) Agencies who provide emergency services to our working poor residents and our residents who are eligible for Temporary Assistance to Needy Families (TANF). The services available include emergency shelter, emergency food, utility assistance, rent/mortgage assistance, case management and 24 hour emergency response. The Social Services Block Grant funding will be allocated to The Division of Social Services and Volunteers of America, Delaware Valley to provide Rent/Mortgage and Utility Assistance to eligible residents.

E-5 RESOLUTION AUTHORIZING ONE (1) YEAR EXTENSION TO AGREEMENTS WITH THE FOLLOWING AGENCIES: CATHOLIC CHARITIES, DIOCESE OF CAMDEN, CENTER FOR FAMILY SERVICES, INC., VOLUNTEERS OF AMERICA DELAWARE VALLEY, INC. AND GATEWAY COMMUNITY ACTION PARTNERSHIP, INC. Catholic Charities Diocese of Camden, Center for Family Services, Inc., Volunteers of America Delaware Valley and Gateway CAP will provide a variety of assistance to those Gloucester County residents that find themselves homeless or at risk of becoming homeless.

**DEPARTMENT OF GOVERNMENT
SERVICES**

**FREEHOLDER WALLACE
FREEHOLDER SIMMONS**

F-1 RESOLUTION AUTHORIZING THE PURCHASE OF DATA SOFTWARE FROM SOFTWARE HOUSE INTERNATIONAL (SHI) CORPORATION FOR THE GLOUCESTER COUNTY CLERK'S ELECTION OFFICE THROUGH STATE CONTRACT #A77560, IN THE TOTAL AMOUNT OF \$33,001.60. The Gloucester County Clerk's Election Office has a need to purchase data software to be used for election night reporting. The County can purchase the software through State Contract #A77560 from Software House International (SHI) Corporation.

**DEPARTMENT OF PARKS & LAND
PRESERVATION**

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

G-1 RESOLUTION AUTHORIZING FILING OF GRANT APPLICATION WITH THE NATIONAL PARK SERVICE FOR THE BATTLEFIELD PROTECTION GRANT AND EXECUTION OF ALL RELATIVE DOCUMENTS. This will approve a grant application for the National Park Service Battlefield Protection Grant on behalf of the County Department of Parks & Recreation. The grant funds will be used for a Phase I archaeological study of Fort Mercer at Red Bank Battlefield Park, A team of archaeologists will work with Red Bank to determine the boundaries of Ft. Mercer, and with Whitall House staff to perform public outreach and offer tours of the dig site. The study will include use of ground penetrating radar to determine the original footprint of the Fort and possible remains of Hessian soldiers. Ultimately, this information will help to determine an interpretative plan to better explain the battlefield area.

Old Business

New Business

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

Adjournment

MINUTES

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

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Nestore	X	
Wallace	X	
Chila	X	
Simmons	X	
Barnes	X	
Taliaferro		X
Damminger	X	

Also in attendance: Administrator Bruner, Deputy Administrator White, Clerk of the Board DiLella, Chief Counsel Lyons

Changes to the Agenda

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

OPEN

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro					
Damminger			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro					
Damminger			X		

Comments: N/A

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**

47994 RESOLUTION TO AMEND THE CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT DECREASING THE TOTAL CONTRACT AMOUNT BY \$8,048.00.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro					
Damminger			X		

Comments: N/A

47995 RESOLUTION TO AMEND THE CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT INCREASING THE TOTAL CONTRACT AMOUNT BY \$4,013.00.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro					
Damminger			X		

Comments: N/A

47996 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.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro					
Damminger			X		

Comments: N/A

DEPARTMENT OF HEALTH & EDUCATION

**FREEHOLDER BARNES
FREEHOLDER SIMMONS**

47997 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.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons		X	X		
Barnes	X		X		
Taliaferro					
Damminger			X		

Comments: N/A

47998 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.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons		X	X		
Barnes	X		X		
Taliaferro					
Damminger			X		

Comments: N/A

47999 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.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons		X	X		
Barnes	X		X		
Taliaferro					
Damminger			X		

Comments: N/A

DEPARTMENT OF SOCIAL & HUMAN SERVICES

**FREEHOLDER NESTORE
DEPUTY DIRECTOR CHILA**

48000 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT WITH GATEWAY COMMUNITY ACTION PARTNERSHIP TO INCREASE THE CONTRACT AMOUNT BY \$4,000.00.

	Motion	Second	Yes	No	Abstain
Nestore	X		X		
Wallace			X		
Chila		X	X		
Simmons			X		
Barnes			X		
Taliaferro					
Damminger			X		

Comments: N/A

48001 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.

	Motion	Second	Yes	No	Abstain
Nestore	X		X		
Wallace			X		
Chila		X	X		
Simmons			X		
Barnes			X		
Taliaferro					
Damminger			X		

Comments: N/A

48002 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.

	Motion	Second	Yes	No	Abstain
Nestore	X		X		
Wallace			X		
Chila		X	X		
Simmons			X		
Barnes			X		
Taliaferro					
Damminger			X		

Comments: N/A

DEPARTMENT OF GOVERNMENT SERVICES

**FREEHOLDER WALLACE
FREEHOLDER SIMMONS**

DEPARTMENT OF PARKS & LAND PRESERVATION

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

48003 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.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila		X	X		
Simmons			X		
Barnes	X		X		
Taliaferro					
Damminger			X		

Comments: N/A

48004 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.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila		X	X		
Simmons			X		
Barnes	X		X		
Taliaferro					
Damminger			X		

Comments: N/A

48005 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.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila		X	X		
Simmons			X		
Barnes	X		X		
Taliaferro					
Damminger			X		

Comments: N/A

48006 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.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila		X	X		
Simmons			X		
Barnes	X		X		
Taliaferro					
Damminger			X		

Comments: N/A

Old Business

New Business

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

OPEN

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro					
Damminger			X		

Comments: Carol Rose, Mantua Twp., gave information and expressed concerns about public meetings regarding proposed light rail project. Asked Board of Freeholders to ask DRPA to reschedule hearings.

CLOSE

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro					
Damminger			X		

Comments: N/A

Adjournment 7:44 PM

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro					
Damminger			X		

Comments: N/A

MINUTES

7:30 p.m. Wednesday, December 18, 2013

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Nestore	X	
Wallace	X	
Chila	X	
Simmons	X	
Barnes	X	
Taliaferro	X	
Damminger	X	

Also in attendance: Administrator Bruner, Deputy Administrator White, Clerk of the Board DiLella, Chief Counsel Lyons

Changes to the Agenda

Approval of the regular meeting minutes from November 6, 2013 and November 26, 2013

November 6, 2013

	Motion	Second	Yes	No	Abstain
Nestore					X
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

November 26, 2013

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48007 Proclamation recognizing Warden Karl Senula for his 15 Years of Service to the Gloucester County Department of Corrections (Wallace) (To be Presented at a later date)

48008 Proclamation recognizing Corrections Officer Yareem Ricks for his efforts to save the life of Corrections Officer Agostino Fare (Wallace) (To be Presented)

48009 Proclamation Recognizing Gloucester County 4-H Equestrian Team – 2013 State Championship Horse Show (Taliaferro) (to be presented at a later date)

48010 Proclamation Recognizing Gloucester County 2013 Eastern National 4-H Roundup Team (Taliaferro) (to be presented at a later date)

48011 PUBLIC HEARING

BOND ORDINANCE AUTHORIZING THE ACQUISITION OF COMPUTER EQUIPMENT FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$400,000 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$380,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING

OPEN

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

ADOPT

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

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

OPEN

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER
DEPUTY DIRECTOR CHILA

PRESENTATION OF HAZMAT RESPONSE TEAM

Dennis McNulty, Wenonah, gave presentation on Hazmat Team

Director Damminger asked several questions regarding communications training, how the Hazmat team reacts in an emergency and specifically at the Paulsboro train derailment. Gave his thanks for the report.

Deputy Director Chila asked several questions regarding training.

Freeholder Wallace thanked the committee. He asked Dennis McNulty questions regarding the mission and responsibilities. He asked about the readiness of the Hazmat team.

Freeholder Barnes thanked the effort by the committee. He asked about the Paulsboro incident and asked how complicated this matter was. He had concerns about the report.

48012 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF THE WORKERS' COMPENSATION CLAIMS OF PETITIONERS, LORRAINE BECKETT v. GLOUCESTER COUNTY, C.P. NO. 2003-12752; LEA HERNANDEZ v. GLOUCESTER COUNTY, C.P. NO. 2009-29958; AND JOAN KRUCINSKI v. GLOUCESTER COUNTY, C.P. # 2011-12598 AND PA BWC CLAIM NO. 3967306; AND THE LITIGATION MATTER OF ANGELOS HORIATES v. GLOUCESTER COUNTY, DOCKET NO. GLO-L-2198-11.

	Motion	Second	Yes	No	Abstain
Nestore					X
Wallace					X
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48013 RESOLUTION SETTING ANNUAL REORGANIZATION MEETING FOR JANUARY 3, 2014 AT 6:00 P.M., 1 NORTH BROAD STREET WOODBURY.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48014 RESOLUTION AUTHORIZING CANCELLATION OF GRANT RECEIVABLE AND RESERVE BALANCES.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48015 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2013 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48016 RESOLUTION PROVIDING FOR THE INSERTION OF \$137,931.00 FROM SOIL SAFE, INC. PURSUANT TO N.J.S.A. 40A:4-87.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes					X
Taliaferro			X		
Damminger			X		

Comments: N/A

48017 RESOLUTION AUTHORIZING 2013 BUDGET TRANSFERS.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48018 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF DECEMBER 2013.

	Motion	Second	Yes	No	Abstain
Nestore				X	
Wallace				X	
Chila	X		X		
Simmons		X	X		
Barnes			X		13-10986
Taliaferro			X		
Damminger			X		

Comments: N/A

48019 RESOLUTION AUTHORIZING THE REIMBURSEMENT TO WASHINGTON TOWNSHIP IN THE AMOUNT OF \$22,392.50 FOR CERTAIN COSTS ASSOCIATED WITH TAX MAP EXPENSES AS RELATED TO REVALUATION.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48020 RESOLUTION ACCEPTING THE OFFICIAL REPORT OF THE HAZMAT RESPONSE TEAM INQUIRY PANEL.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48021 RESOLUTION APPROVING MODIFICATION AGREEMENT OF MEMORANDUM OF UNDERSTANDING MADE BETWEEN THE COUNTY AND WEEKS MARINE, INC.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF PUBLIC SAFETY,
VETERANS AFFAIRS & ELECTIONS

DEPUTY DIRECTOR CHILA
FREEHOLDER TALIAFERRO

DEPARTMENT OF ECONOMIC
DEVELOPMENT & PUBLIC WORKS

FREEHOLDER SIMMONS
FREEHOLDER BARNES

48022 RESOLUTION AUTHORIZING SIX MUNICIPAL AGREEMENTS FOR PUBLIC FACILITIES PROJECTS USING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FROM DECEMBER 4, 2013 TO DECEMBER 3, 2014:

SUBRECIPIENT	TOTAL CONTRACT AMOUNT
BOROUGH OF CLAYTON	\$49,889.00
TOWNSHIP OF DEPTFORD	\$50,000.00
BOROUGH OF GLASSBORO	\$17,225.00
TOWNSHIP OF MANTUA	\$50,000.00
TOWNSHIP OF MONROE	\$50,000.00
BOROUGH OF WENONAH	\$37,450.00

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons					X
Barnes		X	X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

48023 RESOLUTION AUTHORIZING A CONTRACT WITH R.E. PIERSON, INC. FOR THE STORM SEWER REHABILITATION FOR WEST HOLLY AVENUE, COUNTY ROUTE 624, IN THE BOROUGH OF PITMAN, FOR THE TOTAL AMOUNT OF \$2,377,253.43.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48024 RESOLUTION AUTHORIZING AMENDMENT TO STATE CONTRACT #A81755 WITH REGARD TO THE PURCHASE OF LABOR AND MATERIALS FROM COMMERCIAL INTERIORS DIRECT TO INCREASE THE CONTRACT IN AN AMOUNT NOT TO EXCEED \$100,000.00 RESULTING IN A NEW CONTRACT AMOUNT NOT TO EXCEED \$175,000.00.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF HEALTH & EDUCATION

**FREEHOLDER BARNES
FREEHOLDER SIMMONS**

48025 RESOLUTION AUTHORIZING AN AMENDMENT TO 2013 MUNICIPAL ALLIANCE PLAN AND GRANT APPLICATION TO THE GOVERNOR'S COUNCIL ON ALCOHOLISM AND DRUG ABUSE TO INCREASE FUNDS IN THE AMOUNT OF \$173,483.00 AND EXTEND THROUGH JUNE 30, 2014.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons		X	X		
Barnes	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48026 RESOLUTION AUTHORIZING AMENDMENTS TO EXTEND AND INCREASE THE 2013 MUNICIPAL ALLIANCE DRUG AND ALCOHOL PREVENTION SERVICES AGREEMENTS WITH TOWNSHIP OF DEPTFORD, TOWNSHIP OF ELK/FRANKLIN, BOROUGH OF GLASSBORO, TOWNSHIP OF MANTUA/HARRISON, TOWNSHIP OF MONROE, BOROUGH OF PITMAN, BOROUGH OF SWEDESBORO/TOWNSHIP OF WOOLWICH, TOWNSHIP OF WASHINGTON, TOWNSHIP OF WEST DEPTFORD AND CITY OF WOODBURY.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons		X	X		
Barnes	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF SOCIAL & HUMAN SERVICES

**FREEHOLDER NESTORE
DEPUTY DIRECTOR CHILA**

48027 RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT RENEWAL AGREEMENT ACCEPTING TITLE XX GRANT FUNDS IN THE TOTAL AMOUNT OF \$66,117.00, WHICH INCLUDES AN IN-KIND MATCH OF \$5,384.00, FROM JANUARY 1, 2014 TO DECEMBER 31, 2014.

	Motion	Second	Yes	No	Abstain
Nestore	X		X		
Wallace			X		
Chila		X	X		
Simmons			X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF GOVERNMENT SERVICES

**FREEHOLDER WALLACE
FREEHOLDER SIMMONS**

48028 RESOLUTION AUTHORIZING GRANT APPLICATION AND EXECUTION OF ALL DOCUMENTS RELATIVE TO THE PROSECUTOR-LED MENTAL HEALTH PILOT PROGRAM GRANT, IN THE AMOUNT OF \$150,000.00 WITH AN IN-KIND MATCH BY THE COUNTY OF \$50,000.00, FOR A TOTAL AMOUNT OF \$200,000.00.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace	X		X		
Chila			X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF PARKS & LAND PRESERVATION

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

48029 RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF JAMES RAMBO, LOCATED IN THE TOWNSHIP OF ELK, KNOWN AS BLOCK 31, LOT 14, AND IN THE BOROUGH OF GLASSBORO, KNOWN AS BLOCK 196.01, LOT 15, CONSISTING OF APPROXIMATELY 44.021 ACRES, FOR THE AMOUNT OF \$275,131.25.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons			X		
Barnes		X	X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

Old Business

New Business

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

OPEN

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments:

- Eric John Hoffman, Washington Twp., thanked the board for the committee. Spoke about Hazmat Team and the problems with the Paulsboro Hazmat response.
- Sam Nicholas, Washington Twp., spoke issues of preparedness for the Hazmat team equipment and issue with county and Washington Twp.
- Frank Stella, Washington Twp., Spoke about equipment failures at the Paulsboro incident.
- Joe Petsch, Franklin Twp., has some questions regarding Director Damminger's questions. Also had questions about training.

CLOSE

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

Adjournment 9:47 PM

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

P1

WELCOME HOME

Specialist Wendy M. Gittenger

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and welcome home United States **Specialist Wendy Gittenger** from her deployment in South Korea. **Specialist Gittenger** will be honored by family and friends at Saint Paul's United Methodist Church, West Deptford, New Jersey on Sunday, December 15, 2013; and

WHEREAS, **Specialist Gittenger** is a 1998 graduate of West Deptford High School. She enlisted in the United States Army in January 2010 and received Basic Training at Fort Sill, Oklahoma. **Specialist Gittenger** served a tour in Afghanistan, September 2010 through September 2011, with her most recent tour in South Korea, December 2012, where she served as Communications Expert assigned to 51st Signal Battalion, 309th Expeditionary Signal Battalion, returning home December 2013; and

WHEREAS, while deployed in Afghanistan and South Korea, **Specialist Gittenger** was awarded the *Army Achievement Medal*, the *National Defense Service Medal*, the *Afghanistan Campaign Medal*, the *Global War on Terrorism Medal* the *Army Service Ribbon* and the *Army Overseas Service Ribbon*; and

WHEREAS, the Board of Chosen Freeholders would like to pay tribute to **Specialist Gittenger** and all those servicemen and servicewomen who heroically and gallantly serve their country, including her husband **Jason**, who served in the United States Marine Corp; and

WHEREAS, the Board of Chosen Freeholders would also like to honor the valiant families of our servicemen and servicewomen who have had to suffer, not only the absence of their loved ones, but also the uncertainty of their fate; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2013 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace **are honored to welcome home Specialist Wendy Gittenger and extend our heartfelt thanks for her personal sacrifice in the service to our country. Let it not be forgotten that freedom is not free and it is only through the bravery and dedication of our men and women in uniform that ensures America remains free. We are proud of you and are humble in our praise of your efforts.**

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 15th day of December, 2013.

Robert M. Damming
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

**RECOGNIZING
LES VAIL
RECIPIENT OF THE 38TH ANNUAL GARDEN STATE COUNCIL
BOY SCOUTS OF AMERICA
GLOUCESTER COUNTY DISTINGUISHED CITIZEN OF THE YEAR AWARD**

WHEREAS, the Gloucester County Board of Chosen Freeholders wishes to honor and recognize Les Vail on being named Recipient of the 38th Annual Garden State Council Boy Scouts of America Gloucester County Distinguished Citizen of the Year; and

WHEREAS, the Boys Scouts of America is one of the Nation's largest and most prominent youth development organizations. The BSA provides a program for young people that builds character and trains them in the responsibilities of participating citizenship and develops personal fitness. It forms our young people into valued citizens, many of whom have become outstanding and influential members of our County and Nation; and

WHEREAS, Les Vail is the President/CEO of the Gloucester County Chamber of Commerce and is involved in many charitable organizations. Les has made it his mission to influence young people to make ethical and moral choices throughout their lifetime by instilling in them the values of Scouting; and

WHEREAS, the Garden State Council Boy Scouts of America has chosen Les Vail as their Recipient because he exemplifies the character and values of this Award; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2013 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace do hereby honor Les Vail as a recipient of the 38th Annual Garden State Council Boy Scouts of America Gloucester County Distinguished Citizen of the Year Award.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 4th day of December, 2013.

Robert M. Damming
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

**RECOGNIZING
 FREDERICK KEATING
 RECIPIENT OF THE 38TH ANNUAL GARDEN STATE COUNCIL
 BOY SCOUTS OF AMERICA
 GLOUCESTER COUNTY DISTINGUISHED CITIZEN OF THE YEAR AWARD**

WHEREAS, the Gloucester County Board of Chosen Freeholders wishes to honor and recognize Frederick Keating on being named Recipient of the 38th Annual Garden State Council Boy Scouts of America Gloucester County Distinguished Citizen of the Year; and

WHEREAS, the Boys Scouts of America is one of the Nation's largest and most prominent youth development organizations. The BSA provides a program for young people that builds character and trains them in the responsibilities of participating citizenship and develops personal fitness. It forms our young people into valued citizens, many of whom have become outstanding and influential members of our County and Nation; and

WHEREAS, Frederick Keating, currently serving as President of the Gloucester County College, has dedicated his life to provide educational opportunities for the citizens of our county regardless of their educational challenges. Fred has made it his personal goal to influence young citizens to make ethical and moral choices throughout their lifetime by instilling in them the values of Scouting; and

WHEREAS, the Garden State Council Boy Scouts of America has chosen Frederick Keating as their Recipient because he exemplifies the character and values of this Award; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damninger, as Director, and on behalf of the 2013 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace do hereby honor Frederick Keating as a recipient of the 38th Annual Garden State Council Boy Scouts of America Gloucester County Distinguished Citizen of the Year Award.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 4th day of December, 2013.

 Robert M. Damninger
 Freeholder Director

 Giuseppe (Joe) Chila
 Freeholder Deputy Director

 Lyman Barnes
 Freeholder

 Vincent H. Nestore, Jr.
 Freeholder

 Heather Simmons
 Freeholder

 Adam J. Taliaferro
 Freeholder

 Larry Wallace
 Freeholder

Attest: _____
 Robert N. DiLella, Clerk

Gloucester County

P3

Board of Chosen Freeholders

Proclamation

~ In Recognition of ~
Knights of Columbus at Holy Name Council #12503

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to honor and recognize the Knights of Columbus at Holy Name Council #12503 for its outstanding service to the community; and

WHEREAS, the Knights of Columbus was founded in 1882 by Father Michael McGivney, a 29 year old Catholic Priest, in New Haven, Connecticut; and

WHEREAS, the Knights of Columbus have broken records for both charitable contributions and volunteer service time including the donation of \$1 billion and 400 million service hours in the last decade; and

WHEREAS, the Knights of Columbus at Holy Name Council #12503 was started in June 1999 by a group of Mullica Hill area parishioners, guided by the ideals of charity, unity, fraternity and patriotism in an community rich with tradition and history; and

WHEREAS, the Knights of Columbus at Holy Name Council #12503 has 130 active members and is active in many community groups such as the Boy Scouts of America, Harrison Township Cheerleaders, Harrison Township Elementary School, American Red Cross, Arc of Gloucester St. John of God, American Cancer Society, Relay for Life, Baby Bottle Boom, the National Life Center; and the Michael Wallace Scholarship Fund.

WHEREAS, the members of the Knights of Columbus at Holy Name Council #12503 achieve lasting friendships, rewarding experiences and spiritual enrichment through their donations and community service.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2013 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace do hereby honor and recognize the Knights of Columbus Holy Name Council #12503 for its outstanding service to the community.

IN WITNESS WHEREOF, the Board of Chosen Freeholder have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 27th day of December, 2013.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam Taliaferro
Freeholder

Larry Wallace
Freeholder

ATTEST:
Robert N. DiLella, Clerk

A1

**RESOLUTION AUTHORIZING THE EXECUTION OF AN ADDENDUM
TO THE CONTRACT WITH BROWN AND CONNERY, LLP TO INCREASE THE
CONTRACT AMOUNT BY AN AMOUNT NOT TO EXCEED \$60,000.00 RESULTING
IN A NEW CONTRACT AMOUNT NOT TO EXCEED \$220,000.00**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on January 4, 2013 authorizing the execution of a contract between the County of Gloucester and Brown and Connery, LLP, with offices at 360 Haddon Avenue, Westmont, NJ 08108, for the provision of professional labor attorney legal services and other services of a specialized nature; and

WHEREAS, the amount of the original contract was for an amount not to exceed \$160,000.00; and

WHEREAS, the need for additional representation is needed for the remainder of the contract which terminates December 31, 2013, and the total amount of the compensation for the additional services shall be for an amount not to exceed \$60,000.00. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time; and

WHEREAS, all terms and provisions of the original contract that are not amended 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 to execute and the Clerk of the Board is hereby authorized to attest to an addendum to the contract between the County of Gloucester and Brown and Connery, LLP for the provision of professional labor attorney legal services and other services of a specialized nature for the period ending December 31, 2013 for an increase to the amount of the contract for an amount not to exceed \$60,000.00, resulting in a new contract amount not to exceed \$220,000.00; and

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

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, December 27, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

AI

**ADDENDUM TO CONTRACT
BETWEEN
BROWN AND CONNERY, LLP
AND
THE COUNTY OF GLOUCESTER**

THIS is an addendum to a previous contract by and between **BROWN AND CONNERY, LLP** with offices at 360 Haddon Avenue, Westmont, NJ 08108, hereinafter referred to as "**Vendor**", And the **COUNTY OF GLOUCESTER**, hereinafter referred to as "**County**".

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

The Contract is amended to provide that the total contract amount is increased by an amount not to exceed \$60,000.00 resulting in a new contract amount not to exceed \$220,000.00 for the period ending December 31, 2013. The contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time.

All other terms and provisions of the contract that are consistent with this Addendum shall remain in full force and effect.

THIS ADDENDUM is effective as of the 27th day of December, 2013.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

BROWN AND CONNERY, LLP

WILLIAM M. TAMBUSSI, PARTNER

A2

RESOLUTION AUTHORIZING EXTENSION OF A PAYMENT IN LIEU OF TAXES (PILOT) AGREEMENT PREVIOUSLY ENTERED INTO BY AND BETWEEN THE COUNTY OF GLOUCESTER AND THE SOUTH JERSEY PORT CORPORATION

WHEREAS, the South Jersey Port Corporation (SJPC) has the statutory authority to develop marine terminals within the South Jersey Port District, which includes Gloucester County; and

WHEREAS, the SJPC is not required to pay taxes or assessments on any real property which it acquires in the County for such purposes and such property is exempt from taxation; and

WHEREAS, accordingly, and to prevent Counties in such situations from suffering undue loss of tax revenues, the SJPC is authorized, empowered and directed to enter into an agreement for Payments In Lieu of Taxes, ("PILOT) to provide a fair and reasonable payment to the County; and

WHEREAS, the SJPC has acquired, by lease, an interest in real property located in the Borough of Paulsboro (which property is more specifically described in Schedule A attached to the PILOT Agreement which is referenced by this Resolution); and

WHEREAS, on July 25, 2007, the Board of Chosen Freeholders passed a Resolution authorizing execution of a Payment In Lieu Of Taxes (PILOT) Agreement made by and between the County of Gloucester and the South Jersey Port Corporation concerning certain development in the County of Gloucester; and

WHEREAS, the term of the PILOT Agreement has expired; and

WHEREAS, it is therefore necessary and appropriate for the County of Gloucester to extend a PILOT Agreement with the SJPC providing for payment by the SJPC to the County of certain sums fixed by the PILOT Agreement; and paid pursuant to the schedule and subject to the conditions set forth in the PILOT Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is authorized to execute and the Clerk of the Board is authorized to attest to an extension of a Payment In Lieu Of Taxes Agreement between the County of Gloucester and the South Jersey Port Corporation; and

BE IT FURTHER RESOLVED that the extension will expire on December 31, 2020; and

BE IT FURTHER RESOLVED, that all other terms and conditions of the previously approved PILOT Agreement shall remain in full force and effect.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on December 27, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A2

**AMENDMENT TO
PAYMENT IN LIEU OF TAXES (PILOT) AGREEMENT
WITH
SOUTH JERSEY PORT CORPORATION**

THIS IS AN AMENDMENT dated the 27th day of December, 2013, to a PILOT Agreement originally entered into on the 25th day of July, 2007, by the **County of Gloucester**, a body corporate and politic, hereinafter referred to as "**County**" and **South Jersey Port Corporation**, a body corporate and politic, hereinafter referred to as "**Corporation**".

In further consideration of the mutual promises made by and between Corporation and County in the above-described contract, the Parties hereby agree to amend the PILOT Agreement as follows:

This PILOT Agreement is amended to extend the term until December 31, 2020.

All other terms and provisions of the PILOT Agreement and conditions set forth therein that are consistent with this Amendment and state requirements, shall remain in full force and effect.

THIS AMENDMENT is effective as of the 27th day of December, 2013.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

SOUTH JERSEY PORT CORPORATION

(Please Print Name)

A3

RESOLUTION APPROVING PAULSBORO PORT PROJECT ACCESS ROAD AND BRIDGE PROJECT SUPPORT AGREEMENT BY AND BETWEEN THE COUNTY, THE SOUTH JERSEY PORT CORPORATION AND THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY

WHEREAS, the South Jersey Port Corporation (SJPC) has previously determined to undertake the development, financing and construction of a new port and marine terminal facilities in the Borough of Paulsboro; and

WHEREAS, in connection with the development of said Paulsboro Port Project, the County and the Gloucester County Improvement Authority ("Authority") have heretofore undertaken responsibility for, and are in the process of completing, the design, financing and construction of a bridge and access road to connect the Paulsboro Port Project to Interstate 295 ("Access Road and Bridge Project") hereafter "Project; and

WHEREAS, to date, the cost of construction of the Project has nearly exhausted the available funds under the Grant Agreement and in order to insure successful completion of the Access Road and Bridge Project, the SJPC has agreed to pay or reimburse the Authority for certain unanticipated costs associated with the completion of the Project; and

WHEREAS, the Grant Agreement with the NJDOT further requires that the County own and maintain the Access Road and Bridge Project; and

WHEREAS, a written agreement memorializing the Paulsboro Port Project Access Road and Bridge Project Support Agreement is required to accomplish these goals.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester approves the Paulsboro Port Project Access Road and Bridge Project Support Agreement; and

BE IT FURTHER RESOLVED that the Director of the Board is authorized to execute and the Clerk of the Board is authorized to attest to the execution of any and all documents required to effectuate this agreement.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on December 27, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

AK1

**RESOLUTION CREATING THE GLOUCESTER COUNTY EMERGENCY RESPONSE
PREPAREDNESS ADVISORY COUNCIL AND APPOINTING MEMBERS FOR A
TERM OF ONE YEAR**

WHEREAS, the Gloucester County Board of Chosen Freeholders (herein after "the Board") has reviewed the official report of the Gloucester County Hazmat Response Panel and concurs with its recommendation that augmenting administrative oversight of the Gloucester County Hazmat Response Team will improve the Team's dynamics and foster cooperation among participating municipalities and agencies throughout the County; and

WHEREAS, the Board seeks to create the Gloucester County Emergency Response Preparedness Advisory Council (hereinafter "the Council") which shall consist of seven (7) members who will be selected as follows:

- (1) The three Hazmat Response Team Panelists,
- (2) The presidents of the County Fire Chief's Association and the County Police Chief's Association shall each designate to the Board an individual to serve on the Council each year.
- (3) A member will be appointed who possesses hazmat expertise from the private sector,
- (4) The Gloucester County EMS Medical Director shall be a standing member of the Council.

The Board will designate a Chair and Vice Chairperson; and

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

1. The Gloucester County Emergency Response Preparedness Advisory Council is hereby established and shall meet quarterly with the Freeholder Liaison to the County Office of Emergency Response or his/her designee. The location, date and time shall be established by the Freeholder Liaison;
2. The following persons are hereby appointed to serve as members of The Council and shall serve at the pleasure of the Board:

DENNIS MCNULTY	PANELIST, CHAIRPERSON
PHILIP ZIMM	PANELIST, VICE CHAIRPERSON
WILLIAM VOLK	PANELIST
TBN	GC EMS MEDICAL DIRECTOR
TBN	PRIVATE SECTOR INDUSTRY EXPERT
TBN	FIRE CHIEF'S ASSOC.
TBN	POLICE CHIEF'S ASSOC.

Said appointments are for one year terms and are subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements;

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, December 27, 2013 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

41

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO CONSULTING ENGINEER SERVICES (CES) FOR ENGINEERING DESIGN SERVICES FOR THE RESURFACING AND WIDENING OF HURFFVILLE-CROSS KEYS ROAD, COUNTY ROUTE 654, FROM FRIES MILL ROAD TO THE CROSS-KEYS BY-PASS, COUNTY ROUTE 689, WASHINGTON TOWNSHIP, FOR THE TOTAL AMOUNT OF \$59,727.92

WHEREAS, the County of Gloucester (hereinafter the "County") has need for Engineering Design Services; and

WHEREAS, this need for such professional services is relative to the County's road improvement project known as "Resurfacing and Widening of Hurffville-Cross Keys Road, County Route 654, from Fries Mill Road to the Cross-Keys By-Pass, County Route 689, Washington Township, Gloucester County, Engineering Project #14-03SA," (hereinafter the "Project"); and

WHEREAS, the County requested proposals for such professional services, via RFP-13-055, from interested providers; and evaluated those proposals consistent with the County's Fair and Open procurement process, and consistent with applicable law and regulations; and

WHEREAS, based upon the evaluation of the proposals that were submitted in accordance with the established criteria, it was concluded that Consulting Engineer Services (hereinafter "CES"), with an office address of 645 Berlin-Cross Keys Road, Sicklerville, NJ 08081, made the most advantageous proposal to provide said services to the County for a total contract amount of \$59,727.92; and

WHEREAS, this contract may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contract is the provision of professional services for which competitive bids could not be received; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for this contract in the amount of \$59,727.92, pursuant to C.A.F. #13-11162, which amount shall be charged against budget line item C-04-08-012-165-12210.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to a contract with CES for Engineering Design Services for the Project, as set forth in RFP-013-055, and subject to all conditions and requirements of the specifications for the Project, for a maximum contract amount of FIFTY-NINE THOUSAND SEVEN HUNDRED TWENTY-SEVEN DOLLARS AND NINETY-TWO CENTS (\$59,727.92), per the prices submitted in CES's proposal dated December 10, 2013, and contingent upon approval by the New Jersey Department of Transportation; and

BE IT FURTHER RESOLVED that pursuant to the requirements of the Local Public Contracts Law, and in accordance with N.J.S.A. 40A:11-5, a brief notice stating the nature, duration, services and amount of the contract, if applicable, and a statement that this Resolution and contract are on file and available for public inspection in the Office of the Purchasing Agent for Gloucester County, shall be published once in the South Jersey Times.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Friday, December 27, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

C

BASIS OF AWARD

(To be completed by County evaluation committee)
 (100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

RFP-13-055 - Engineering Design Services Hurffville-Crosskeys- CES

<p style="text-align: center;">EVALUATION FACTORS</p> <p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</p>	<p style="text-align: center;">SCORE</p>
<p>A. Technical Proposal contains all required information All required documentation submitted.</p> <p style="text-align: center;"><u>5</u> points</p>	<p style="text-align: center;">5</p>
<p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> Project Engineer listed Mike brown has very good experience with similar County Projects and has a good understanding of the Gloucester County design procedures. A good support team is also listed.</p> <p style="text-align: center;"><u>20</u> points.</p>	<p style="text-align: center;">20</p>
<p>C. <u>Relevance and Extent of Similar Engagements performed</u> CES has completed several very similar project for Gloucester County in this area 9 Cross Keys By Pass, Fries Mill Road designs) and has extensive knowledge of the surrounding and adjacent roadways to this project.</p> <p style="text-align: center;"><u>20</u> points.</p>	<p style="text-align: center;">20</p>
<p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></p> <p style="text-align: center;"><u>35</u> points.</p> <p>CES provided a very good and detailed plan for completing this project and demonstrated project knowledge and understanding of the County's needs and expectations for this project.</p>	<p style="text-align: center;">33</p>
<p>E. Reasonableness of Cost Proposal</p> <p style="text-align: center;"><u>20</u> points. CES provided a very competitive cost proposal, with fees held to a minimum.</p>	<p style="text-align: center;">20</p>
<p>TOTALS</p>	<p style="text-align: center;">98</p>

C1

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
CONSULTING ENGINEER SERVICES**

THIS CONTRACT is made effective this 27th day of **December 2013**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **Consulting Engineer Services**, with offices at **645 Berlin-Cross Keys Road, Sicklerville, NJ 08081**, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for Professional Engineering Services in the nature of Engineering Design Services required for the County's construction of the road improvement project known as "Resurfacing and Widening of Hurffville-Cross Keys Road, County Route 654, from Fries Mill Road to the Cross-Keys By-Pass, County Route 689, Washington Township, Gloucester County," Engineering Project #14-03SA (hereinafter the "Project"); and

WHEREAS, the County issued RFP-013-055 for the said construction management and inspection services, to which the Contractor responded; and

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

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

TERMS OF AGREEMENT

1. **COMMENCEMENT OF SERVICES**. This Contract shall be effective for the length of time necessary for the actual completion of the Project.

2. **COMPENSATION**. Contractor shall be compensated in a total amount of **\$59,727.92** for Construction Managements and Inspection Services required by the County for the construction of the Project, as per the specifications issued by the County for the Project (hereinafter the "Specifications"). The Contractor shall bill, and be paid, for its services, based upon the prices set forth in the Contractor's proposal dated December 10, 2013 (hereinafter the "Proposal").

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the County's RFP 013-055 (hereinafter the "RFP"), and the Proposal for the Project, both of which are incorporated herein and made a part hereof by reference. Should a conflict occur between this form of contract and the proposal documents, the proposal documents shall prevail.

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

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

Contractor acknowledges that the County must be bound by and comply with, and itself agrees to abide and to be bound by, the requirements of C.F.R. 18.13(i)(1) to (13); including:

1. That the County hereby specifically reserves the right to exercise administrative, contractual, or legal remedies in the event Contractor or subcontractor(s) violates or breaches agreed upon contract terms.
2. That the County may terminate this contract, in its discretion, for cause provided said termination is in good faith. Further, Contractor may also, in its sole discretion terminate for convenience.
3. That the County must act in compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
4. That the County must act in compliance with the Copeland "Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).
5. That the County, where applicable, is required to act in compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR part 5).
6. That the County must to act in compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act 40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).
7. That the County must comply with Notice of awarding agency requirements and regulations pertaining to reporting
8. That the County must comply with Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this contract.
9. That the County must comply with awarding agency requirements and regulations pertaining to copyrights and rights in data.

10. That the County must comply with access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. That the County is required to maintain and keep all required records for three (3) years after final payments and all other pending matters are closed.
12. That the County is required to act in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
13. That the County hereby agrees to act in accordance with standards and policies relating to energy efficiency contained in the New Jersey State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

In the event that any provisions in the remainder of this Contract are inconsistent with the foregoing section, the foregoing section controls, with the understanding that this does not mean that the procedure, notification provisions, etc., set forth in the corresponding provisions in the remainder of the contract are not in full force and effect (i.e. termination provision of subparagraph (3) above shall read in the context of, and in pari materia with, the termination provision and procedure set forth in the Contract at paragraph 6.

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

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

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

A. Pursuant to the termination provisions set forth in the RFP, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

14. PROCEDURE FOR PAYMENT OF BILLS. The Contractor shall bill on a monthly basis for work performed pursuant to this Contract, including interim bills, final bills and bills for the release of retainage.

The Contractor shall submit its bill only on the County's periodic billing date.

The periodic billing date for such bills shall be that date which is 20 days prior to the second monthly meeting of the County Board of Chosen Freeholders, (the "Bill Approval Meeting"). At each such Bill Approval Meeting, the Board of Freeholders shall approve and certify the submitted bills, and direct that payment be made within ten (10) days of such meeting date.

All bills received for a particular billing cycle shall be deemed to have been received on the billing date.

The County shall examine the bills submitted on the periodic billing date prior to the Bill Approval Meeting. In the event that the County shall determine that all or some portion of the payment should be withheld, the County shall notify the Contractor in writing of the amount withheld and of their reasons for withholding payment.

The balance of the bill will be presented for payment at the Bill Approval Meeting.

Either party to this Contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et. seq., be submitted to non-binding mediation.

If mediation is demanded, it shall be demanded consistent with the County's provisions concerning Alternative Dispute Resolution for contracts to which N.J.S.A. 40A:11-50 is applicable. Those provisions are set forth below, [Note: Alternative Dispute Resolution shall not be available with regard to disputes concerning the bid solicitation or award process or the formation of contracts or subcontracts entered into pursuant to the New Jersey Local Public Contracts Law.]

The County's Alternative Dispute Resolution procedure is as follows:

- A. Controversies and Claims Subject to Mediation.** Any controversy or claim arising out of or related to the contract, or the breach thereof, shall be settled by mediation.

If a dispute between County and Contractor arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation.

- B. Contract Performance Pending Mediation.** During mediation proceedings, Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the Contract.

- C. When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

- (a) five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;
- (b) 30 days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have 30 days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

D. Procedure to Request Mediation. Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation. The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further consideration.

The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

E. Procedures at Mediation. The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

F. Cost of Mediation. Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.

G. Failure of Mediation. If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, either party may submit the dispute to the Superior Court of New Jersey, Gloucester County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

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

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

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

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

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

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

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the RFP, and the Contractor's Proposal, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the RFP, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the RFP and the Contractor's Proposal, then this Contract and the RFP shall prevail.

THIS CONTRACT is effective as of this 27th day of **December 2013**.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

CONSULTING ENGINEER SERVICES

By: _____

(Please Print Name)



consulting engineer services
Engineers, Planners, and Land Surveyors

December 10, 2013

Henry J. Haley, PE, PP, CME
President

Norman K. Rodgers, III, PE, PLS, CME
Vice President - Engineering

Margaret Kullk, PLS
Vice President - Surveying

James M. Colangelo, Jr., PE, PP, CME
CEO Emeritus

Peter Mercanti, Director
Purchasing Department
County of Gloucester
Two South Broad Street
Woodbury, NJ 08096

Subject: FEE PROPOSAL
Engineering Design Services for the Resurfacing and Widening of
Hurffville-Cross Keys Road (CR 654) from Fries Mill Road (CR 655) to the
Cross Keys By-Pass (CR 689)
Washington Township, Gloucester County, NJ
County Eng. #14-03, RFP #13-055

Dear Mr. Mercanti:

Consulting Engineer Services (CES) is pleased to submit one (1) original and five (5) copies of the enclosed Fee Proposal to Gloucester County for providing professional engineering services for the Resurfacing and Widening of Hurffville-Cross Keys Road.

Based on the services outlined in the Request for Proposals (RFP) and our technical proposal submitted under separate cover, we have prepared the enclosed Fee Proposal for the requested services. The Proposal includes a breakdown of services for individual tasks, overhead, and profit as requested in the RFP. Non-hourly costs (i.e. direct costs) are also listed separately, with no added mark-up. Our total cost may be summarized as follows:

Labor + Overhead:	\$43,579.93
Profit:	\$4,357.99
Non-Hourly Costs + Permit Fees:	\$11,790.00
TOTAL:	\$59,727.92

Thank you for the time you have taken to review this proposal. If further information is required, please contact me at your earliest convenience at (856) 228-2200.

Very truly yours,

Norman K. Rodgers, III, P.E., P.L.S., CME
Vice President

645 Berlin-Cross Keys Road, Sicklerville, NJ 08081
* *150 Debra Drive, Suite 1, Sewell, NJ 08080* *
856-228-2200 Fax 856-232-2346 design@ces-1.com www.ces-1.com
NJ Certificate of Authorization #24GA27957700

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FEE PROPOSAL

Engineering Design Services for Resurfacing and Widening of
Hurffville-Cross Keys Road (CR 654) from Fries Mill Road (CR 655) to the Cross Keys By-Pass (CR 689)
Washington Township, Gloucester County, NJ

Description/Tasks	Principal Engineer \$47,25	Project Manager \$38,40	CAD Designer \$35,90	3 man Crew \$62,90	Survey Coordinator \$38,25	Chief Surveyor \$46,00	Clerk \$20,05	Hours For Item	Cost For Item
PHASE I - SURVEY, BASE PLANS & CONCEPT PLAN									
1 Field Verify and Supplement County Survey Data		1.0		20.0	2.0	10.0		33.0	\$1,832.90
2 Base Plans, Existing Profiles and X-Sections		4.0	20.0					24.0	\$871.60
3 Preliminary Drainage Analysis		24.0						24.0	\$921.60
4 Concept Plan		8.0	16.0					24.0	\$881.60
5 Coordination/Correspondence/Mtgs	4.0	8.0					2.0	14.0	\$536.30
Sub-Totals	4.0	45.0	36.0	20.0	2.0	10.0	2.0	119.0	\$5,044.00
PHASE II - PRELIMINARY DESIGN (50%)									
1 Cover Sheet			1.0					1.0	\$35.90
2 Legend, Notes, Typ Secs		1.0	6.0					7.0	\$253.80
3 Construction Plans		12.0	24.0					36.0	\$1,322.40
4 Prop Profiles, X-Sections, Ties & Grades		40.0	60.0					100.0	\$3,690.00
5 Stormwater Management Analysis & Design		40.0						40.0	\$1,536.00
6 Signage & Striping		1.0	8.0					9.0	\$325.60
7 Soil Erosion & Sediment Control		6.0	12.0					18.0	\$661.20
8 Traffic Control		8.0	16.0					24.0	\$861.60
9 Curb Ramp Details		2.0	8.0					10.0	\$364.00
10 Construction Details		2.0	8.0					10.0	\$364.00
11 Coordination/Correspondence	4.0	8.0					2.0	14.0	\$536.30
Sub-Totals	4.0	120.0	143.0				2.0	269.0	\$9,970.80
PHASE III - FINAL DESIGN (90%)									
1 Final Plans		12.0	24.0					36.0	\$1,322.40
2 Supplemental Specifications		24.0						24.0	\$921.60
3 Quantities & Construction Cost Estimate		8.0	20.0					28.0	\$1,025.20
4 Coordination/Correspondence/Mtgs	2.0	4.0					2.0	8.0	\$288.20
Sub-Totals	2.0	48.0	44.0				2.0	96.0	\$3,557.40
PHASE IV - DELIVERABLES (100%)									
1 Deliverables/Final Bid Documents									
Sub-Totals	2.0	8.0	12.0				4.0	26.0	\$912.70
Total Hours (by staff level)	12.0	221.0	235.0	20.0	2.0	10.0	10.0	510.0	
Total Cost (by staff level)	\$567.00	\$8,486.40	\$8,436.50	\$1,268.00	\$76.50	\$460.00	\$200.50		\$19,484.90
									DIRECT LABOR

FEE PROPOSAL

Engineering Design Services for Resurfacing and Widening of
Hurffville-Cross Keys Road (CR 654) from Fries Mill Road (CR 655) to the Cross Keys By-Pass (CR 689)
Washington Township, Gloucester County, NJ

Description/Tasks	Principal Engineer \$47.25	Project Manager \$38.40	CAD Designer \$35.90	3-man Crew \$62.90	Survey Coordinator \$38.25	Chief Surveyor \$46.00	Clerk \$20.05	Hours For Item	Cost For Item
NON-HOURLY COSTS (* denotes services performed by subcontractors)									
PHASE I - SURVEY, BASE PLANS & CONCEPT PLAN									
*Test Pits and/or Cores	\$3,000.00								
(For Pavement Thickness and/or Utilities, as Needed)									
Base Plans/Concept Plan to County	\$25.00								
(Assume 2 sets of 5)									
Base Plans to Util Companies	\$75.00								
(Assume 6 sets of 5)									
Subtotal	\$3,100.00								
PHASE II - PRELIMINARY DESIGN (50%)									
* Soil Investigation	\$4,425.00								
(Advantage Engineers)									
SCS Permit Fee	\$1,465.00								
(Advantage Engineers)									
Printing & Copying	\$250.00								
(Assume 2 sets of 50)									
Printing & Copying	\$200.00								
(SCS Sub, Assume 1 set of 50 & 5 sets of 5)									
Subtotal	\$6,340.00								
PHASE III - FINAL DESIGN (90%)									
Printing & Copying	\$300.00								
(Assume 2 sets of 50 & 2 copies of specs)									
Printing & Copying	\$200.00								
(SCS Resub, Assume 1 set of 50 & 5 sets of 5)									
Subtotal	\$500.00								
PHASE IV - DELIVERABLES (100%)									
Plan & Specs on CD	\$300.00				30 CD's				
My/ars	\$250.00				(Assume 1 set of 50)				
Misc	N/C				AutoCAD CD, Reports, Estimate, Design Cert, etc.)				
Subtotal	\$550.00								
ESTIMATED PERMIT FEES									
Soil Conservation	\$1,300.00								
Subtotal	\$1,300.00								
TOTAL NON-HOURLY COSTS: \$11,790.00									
								DIRECT LABOR:	\$19,484.90
								+ OVERHEAD (123.66%):	\$24,095.03
								SUBTOTAL:	\$43,579.93
								+ PROFIT (10%):	\$4,357.99
								SUBTOTAL:	\$47,937.92
								+ NON-HOURLY COSTS:	\$11,790.00
								TOTAL FEE:	\$59,727.92



consulting engineer services
Engineers, Planners, and Land Surveyors

December 10, 2013

Peter Mercanti, Director
Purchasing Department
County of Gloucester
Two South Broad Street
Woodbury, NJ 08096

Henry J. Haley, PE, PP, CME
President

Norman K. Rodgers, III, PE, PLS, CME
Vice President - Engineering

Margaret Kulik, PLS
Vice President - Surveying

James M. Colangelo, Jr., PE, PP, CME
CEO Emeritus

Subject: TECHNICAL PROPOSAL
Engineering Design Services for the Resurfacing and Widening of
Hurffville-Cross Keys Road (CR 654) from Fries Mill Road (CR 655) to the
Cross Keys By-Pass (CR 689)
Washington Township, Gloucester County, NJ
County Eng. #14-03, RFP #13-055

Dear Mr. Mercanti:

Consulting Engineer Services (CES) is pleased to submit one (1) original and Five (5) copies of the enclosed Technical Proposal to Gloucester County for providing professional engineering services for the Resurfacing and Widening of Hurffville-Cross Keys Road.

CES has furnished engineering design services for projects throughout southern New Jersey for nearly 50 years. Our extensive qualifications and local experience outlined in the enclosed Proposal make CES especially suited for this project. CES will work closely with the County throughout the design process to provide accurate, timely, and cost-effective engineering services at a competitive and reasonable cost.

Our Project Manager designated for this project is Michael Brown, P.E., C.M.E. Mr. Brown has experience with design of roadway improvements and associated bid documents, and he will be the primary design engineer and key contact person for the project. Mr. Brown has worked on several Gloucester County road improvement projects in the immediate vicinity, including various segments of Hurffville-Cross Keys Road, Fries Mill Road, and the Cross Keys By-Pass.

We trust that the enclosed material clearly conveys our company history, experience, qualifications, and interest to continue working with the City, and we thank you for the time you have taken to review this information.

Very truly yours,

Norman K. Rodgers, III, P.E., P.L.S., CME
Vice President

645 Berlin-Cross Keys Road, Sicklerville, NJ 08081
150 Delsea Drive, Suite 1, Sewell, NJ 08080
856-228-2200 Fax 856-232-2346 design@ces-1.com www.ces-1.com
NJ Certificate of Authorization #24GA27957700

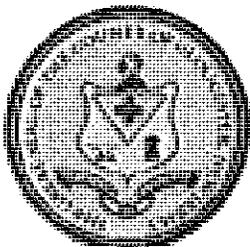
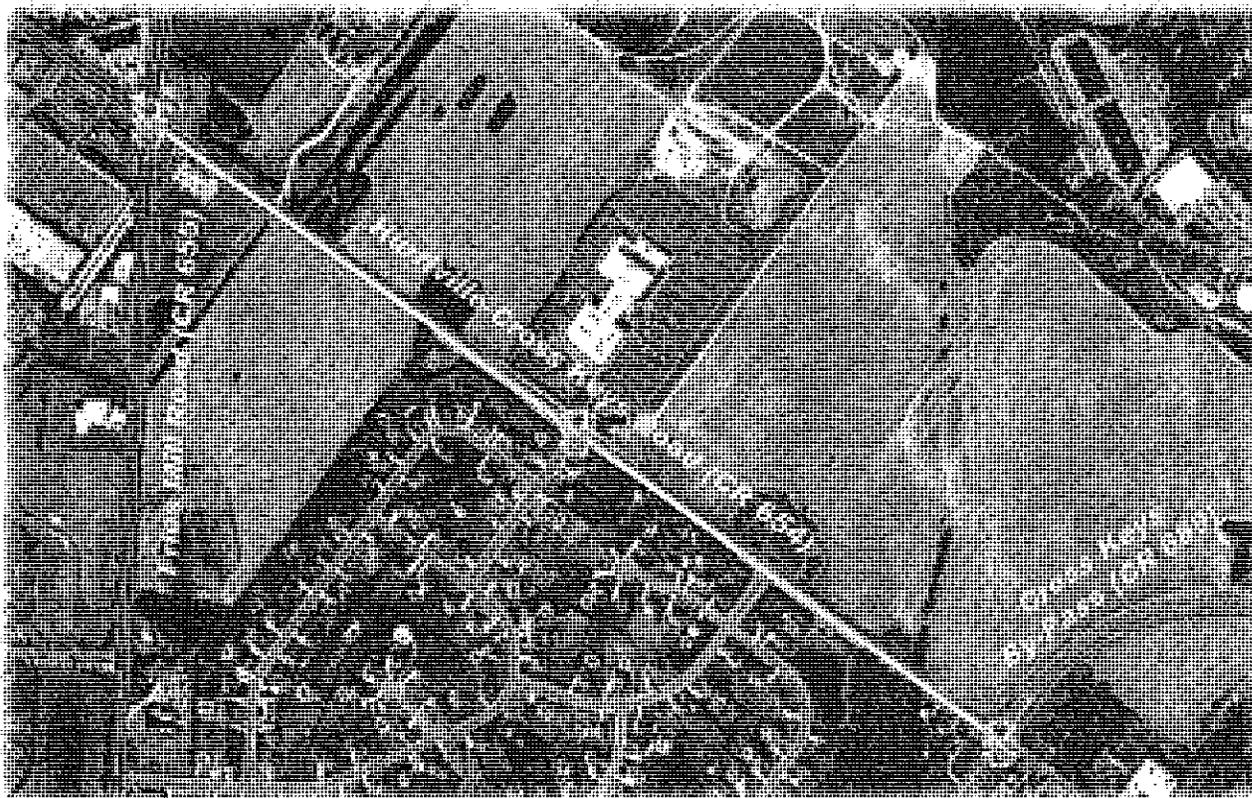
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**Proposal
for
Engineering Design Services**

**Resurfacing and Widening of
Hurffville-Cross Keys Road (CR 654) from
Fries Mill Road (CR 655) to the Cross Keys By-Pass (CR 689)**

Washington Township, Gloucester County, New Jersey

December 10, 2013



Prepared for:

**Pete Mercanti, Director
Purchasing Department
County of Gloucester**

*Two South Broad Street
Woodbury, NJ 08096*



consulting engineer services

Engineers, Planners, and Land Surveyors

545 Berlin-Cross Keys Road, Suite 1
Sicklerville, New Jersey 08081

856-228-2200 - 856-232-2346 (Fax) - www.ces-1.com



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December 10, 2013

Hurffville-Cross Keys Road (CR 654)
Washington Township, Gloucester County, NJ



I. INTRODUCTION

This Proposal has been prepared in response to a Request for Proposals (RFP) from the Gloucester County Purchasing Department for Engineering Design Services for the Resurfacing and Widening of Hurffville-Cross Keys Road (CR 654).

Consulting Engineer Services (CES) is a full-service surveying, engineering, and construction management firm with expertise in public infrastructure including numerous roadway improvement projects. Our roadway projects have incorporated all aspects of design including pavement reconstruction, widening, concrete curb, sidewalk, curb ramps in accordance with ADA/PROWAG, storm sewer, utilities, traffic signals, traffic signs and striping, traffic control, and landscaping.

In fact, CES has completed numerous roadway projects in the area of Hurffville-Cross Keys Road, including the following:

- Surveying and design for roadway improvements along various sections of Hurffville-Cross Keys Road completed for the County and for several development projects;
- Planning, surveying, and design for the Cross Keys By-Pass;
- Surveying and design for improvements along Fries Mill Road, including the Fries Mill Road/Hurffville-Cross Keys Road intersection; and
- Construction management and inspection of roadway improvements along Hurffville-Cross Keys Road.

Therefore, CES has the experience, personnel, and resources to provide the County with quality engineering design services for Hurffville-Cross Keys Road.

CES has successfully provided surveying, design, construction management, and inspection services for numerous roadway projects throughout southern New Jersey, including Gloucester County.



III. TECHNICAL NARRATIVE

Based on the scope of services outlined in the RFP, we understand that the consultant responsibilities will generally include preliminary and final engineering services, permitting, and final plans and specifications for bidding. CES takes no exception to these tasks, and we propose to address the technical issues related to the project as described in the following sections.

A. Field Survey

We understand that the County has obtained survey cross-sections throughout the project limits, and a base plan has been prepared. However, all of the down measurements for underground storm sewer and sanitary sewer utilities were not included. CES will review the available County survey data and we will verify the data and supplement it as needed to ensure that all existing features are shown on the base plan, including intersecting roads and driveways, utility poles, signs, structures, fences, trees, utility pipes, culverts, manholes, inlets, and other structures.



Particular attention will be given to critical areas such as at curb ramps and adjacent properties where there are right-of-way constraints, and additional spot elevations will be obtained as needed to facilitate the design. We will also verify underground utilities based on field survey, utility mark-outs, information from utility companies, and available maps.

Considering the right-of-way constraints and scope of the proposed improvements, we expect that the construction baseline will vary throughout the project and it will not follow the right-of-way centerline. Therefore, CES will insure that a sufficient number of benchmarks and ties are field located and shown on the plans for horizontal and vertical control for construction.

B. Right-of-Way

CES has completed several outbound surveys and subdivisions for properties within the project limits, so we have a substantial amount of information in-house regarding the existing right-of-way. In fact, we have performed survey work for approximately 70% of the properties within the project limits. We will utilize this information, as well as field located monumentation, tax maps, and any right-of-way/easement documents provided by the County to verify the existing right-of-way shown on the base plans.

Based on the scope of work defined in the RFP, the proposed improvements will be designed to fit within the existing right-of-way, and right-of-way/easement acquisition will not be needed. Therefore, title reports, outbound surveys, parcel maps, and/or legal descriptions will not be necessary and are not included in this proposal.



standards, as we are currently designing new guiderail for five (5) critical locations in Gloucester County.

E. Signing and Striping

The project design will include replacement of all existing striping and markings with long-life epoxy resin and/or thermoplastic material. Additional/supplemental striping and/or signage will also be considered and recommended to the County where appropriate. New raised pavement markers will also be included per NJDOT and County standards.

In order to accommodate the proposed 4-lane section, we note that the lane configuration at the signalized intersection of CR 654 and Sunhaven Drive/Virtua will need to be modified. This modification may warrant revisions to the existing traffic signal and electrical plans. We understand that the County will address any revisions needed at the subject traffic signal; therefore, traffic signal and electrical designs are not included in this Proposal.



F. Utilities

Based on a review of previous design plans for CR 654, we understand that there are existing underground utilities within the project limits, including gas, water, gravity sanitary sewer, and a sanitary sewer force main. The proposed design will be prepared to minimize disturbance to existing utilities. Considering the existing conditions and proposed improvements, extensive underground utility relocations are not anticipated. If any potential underground utility conflicts are identified during the design phase, CES will obtain test pits to verify existing utility locations and depths in order to minimize any delay during construction.

As illustrated on the County concept plan, the north side of Hurffville-Cross Keys Road is lined with utility poles and aerial utilities. These poles will need to be relocated in order to complete the proposed pavement widening. If desired, CES will assist the County in contacting the appropriate utility companies to provide advance notice regarding the relocations to avoid construction delays.

G. Geotechnical Study

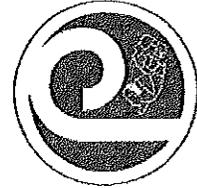
Advantage Engineers, LLC will be retained by CES as our geotechnical sub-consultant to complete a field investigation, soil sampling, laboratory soil testing, and a geotechnical engineering analysis and report for the project.



It appears that the only wetlands within the project limits exist approximately 500 feet west of the Cross Keys By-Pass at the headwaters of Scotland Run. At this location, there are two (2) cross drain pipes under CR 654. (We understand that the County will be extending these pipes.) Due to the proximity of the wetlands, it is assumed that underground infiltration will not be feasible in the immediate vicinity of Scotland Run. In addition, based on the scope of work and project schedule outlined in the RFP, we assume that no work will be proposed within the wetlands or wetlands transition area (such as reconstructing pipe outlets, re-grading, or installing scour protection). Therefore, NJDEP permitting will not be necessary.

I. Soil Erosion and Sediment Control

The extent of construction activity and soil disturbance will warrant certification by the Gloucester Soil Conservation District. Soil erosion and sediment control measures will be designed for the project in accordance with the standards set forth in the current Standards for Soil Erosion and Sediment Control in New Jersey and the District. CES will prepare the necessary applications, plans, and supporting documents required for certification.



J. Traffic Control

CES will consider the proposed improvements, as well as input from the County and/or Township officials to determine the most feasible alternative for traffic control with the least disruption to traffic during construction. We assume that due to the relatively high daily and peak hour traffic volumes, extended road closures and detours will not be permitted. Therefore, we will consider staging the construction, alternating traffic during midday hours, milling and paving during nighttime hours, uniformed police traffic directors, and construction costs associated traffic control. CES will prepare detailed Traffic Control Plans in accordance with NJDOT and MUTCD standards, and the plans and/or specifications will clearly outline any particular requirements for the project.



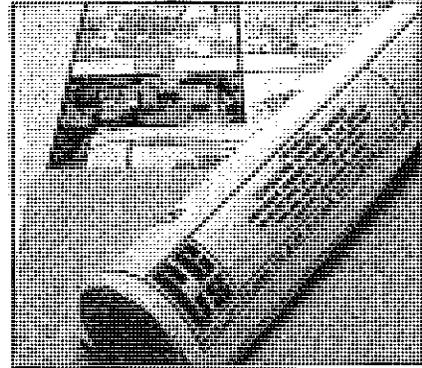
The diverse CES staff has extensive experience in the many interrelated aspects of roadway improvement projects. Context sensitive design is applied, considering the environment, right-of-way, construction cost, and impacts on the surrounding community.



Contract Plans

We anticipate that the final contract plans will include the following sheets:

- Title Sheet
- Estimate and Distribution of Quantities
- Legend, Typical Sections & Notes
- Construction Plans
- Profiles
- Ties & Grades Plans
- Signing & Striping Plans
- Traffic Control Plans
- Soil Erosion & Sediment Control Plans
- Soil Erosion & Sediment Control Notes & Details
- Cross Sections
- Construction Details



Specifications

The project will be designed to be bid with the current NJDOT *Standard Specifications for Road and Bridge Construction*. The front-end/general conditions documents will be based on the standard format to be provided by County. Supplemental technical specifications will be added for all non-standard items that may be needed.

Cost Estimate

A detailed construction cost estimate will be prepared for the project based on the design quantities. Unit prices will be selected based on the current NJDOT Bid Price Report, recent construction bids received by the County, and other available resources. The estimate may be used by the County for budgetary purposes and for evaluation of bids received.

D. Deliverables (100% Complete)

CES will revise the final design plans, specifications, and estimate to address final County comments, as well as any comments from the Soil Conservation District. We will then provide the following deliverables, signed and sealed where appropriate:

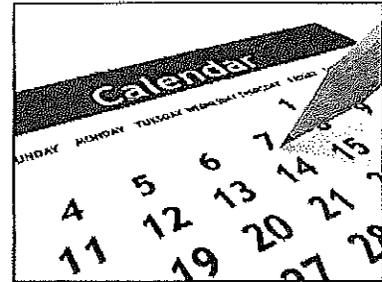
- One (1) set of mylar plans
- Two (2) sets of quantity calculations
- Construction Bar Chart
- Final Engineer's Estimate
- County review mark-ups
- Thirty (30) CD's of the contract plans and specifications for bidding
- CD of all plans in AutoCAD format with appropriate support files
- Engineer's Design Certification



CES is aware of the importance of community involvement, particularly on projects in developed areas such as Washington Township. Therefore, we will work with County to ensure that the community is notified of the scope of the proposed improvements and potential impacts of the construction. This will primarily be accomplished through the public meeting. The meeting may include County and Township officials, police, public transit, EMS, fire, schools, residents, and local businesses. CES will prepare color display boards and handouts for use at the meeting to illustrate the proposed improvements. The Project Manager will be available to attend the meeting so that any issues can be addressed efficiently. Comments or concerns raised at the meeting will be discussed with the County and incorporated into the design, where appropriate.

C. Project Schedule

CES foresees no issues with meeting the 3-month schedule included in the RFP, provided that there are no significant delays in obtaining review comments and approvals, and no unusual circumstances arise beyond our reasonable control. An anticipated schedule is included in the Appendices of this Proposal.



As noted above, NJDEP permits will not be required for the project, and soil conservation will be the only required permit; therefore, we do not anticipate the delays that are often attributed to outside agency review and approval.



We have employed an average of 39 full-time employees over the past three (3) years, consisting of licensed engineers and land surveyors, environmental scientists, inspectors, CADD technicians, and support staff. A listing of CES professional staff and an organizational chart are provided in the Appendices of this Proposal.

B. Subconsultant Information – Advantage Engineers

We propose to use Advantage Engineers for geotechnical engineering services for the project. Advantage has completed numerous projects including soil sampling and testing, subsurface investigations, groundwater studies, retaining walls, and foundations. They also routinely provide geotechnical testing and monitoring during construction. CES has worked with Advantage Engineers on a number of projects in Gloucester County, and we have been pleased with their professional services. Additional company information, qualifications, and resumes for Advantage Engineers are included in the Appendices of this Proposal.

Advantage Engineers, LLC
520 Fellowship Road, Suite A-112
Mount Laurel, NJ 08054
(856) 231-0800
www.advantageengineers.com
Anthony J. Digneo, P.G., LEED AP, Regional Director
adigneo@advantageengineers.com



advantage engineers

C. Project Team

It is anticipated that the following individuals will lead this project. This team offers many years of experience in surveying, planning, engineering design, and permitting for roadway improvement projects.

PRINCIPAL - Norman K. Rodgers, III, PE, PLS, CME, Vice President

Mr. Rodgers has over 25 years of experience in all phases of planning, design, and construction of numerous civil engineering projects. Projects have included complete responsibility for surveys, water and wastewater management, drainage and storm water control, site plans, subdivisions, and roadway projects. Mr. Rodgers will be the principal-in-charge of the project and will be available for quality control and to troubleshoot any major issues or concerns that may arise during execution of the project.

CHIEF SURVEYOR – Margaret Kulik, P.L.S., Vice President

Ms. Kulik is a Professional Land Surveyor with over 30 years of experience in varied aspects of land surveying, including 27 years with CES. Ms. Kulik oversees all of the firm's surveying projects including all aspects of land and water surveying, ALTA/ACSM Surveys, subdivisions, as-built surveys, boundary surveys, topographical surveys, route surveying, construction staking, aerial mapping control, flood elevation certificates, global positioning systems (GPS)-geodetic surveying, and development of parcel maps for state, county, and municipal roadway projects.



In fact, CES has extensive experience in the immediate vicinity of the project, including surveying, design, and construction management for various sections of Hurffville-Cross Keys Road, Fries Mill Road, and the Cross-Keys By-Pass (as noted in the "Introduction" section of this Proposal). Descriptions of these projects and similar roadway projects are included in the Appendices of this Proposal to demonstrate our specific experience and capability to successfully provide professional engineering services for Hurffville-Cross Keys Road.

CES is uniquely qualified for this project based on several years of experience working on Hurffville-Cross Keys Road within the project limits.

E. Client References

The following is a listing of current and previous governmental clients. Descriptions of projects completed for some of these agencies are included in the Appendices.

- ***Salem County***
James McKelvie, P.E., County Engineer – (856) 935-7510 x 8549
Fifth Street Complex
110 Fifth Street, Suite 600
Salem, New Jersey 08079

- ***Cumberland County***
William Rafferty, PE, County Engineer – (856) 453-2192
800 East Commerce Street
Bridgeton, NJ 08302

- ***Burlington County Bridge Commission***
John Jeffers, Executive Director – (856) 829-1900
Tacony-Palmyra Bridge
1325 Route 73
Palmyra, NJ 08065

- ***Burlington County***
Joseph T. Brickley, PE, County Engineer – (856) 642-3700
1900 Briggs Road
Mount Laurel, NJ, 08054

- ***Camden County***
Kevin Becica, PE, County Engineer – (856) 566-2980
2311 Egg Harbor Road
Lindenwold, New Jersey 08021



Statement of Insurance

CES maintains adequate insurance coverage as required by the County of Gloucester, the State of New Jersey, and our many public and private clients. Current Certificates of Insurance are included in the Appendix.

Form of Contract

CES agrees to comply with the General Terms and Conditions required by the County, and we will enter into the County's standard Professional Services Contract.

Additional Business Forms

Additional business forms requested in the RFP are included in the Appendices.

CES has provided engineering services for roadway projects throughout southern New Jersey. Clients have been pleased with the professional services provided by CES.



APPENDIX 1
Resumes/Licenses

Norman K. Rodgers, III, P.E., P.L.S., CME
Margaret Kulik, PLS, Vice President – Surveying
Michael R. Brown, PE, Project Manager

December 10, 2013

Hurffville-Cross Keys Road (CR 654)
Washington Township, Gloucester County, NJ

Norman K. Rodgers, III, PE, PLS, CME Vice President - Engineering

Registration

Professional Engineer and Professional Land Surveyor,
New Jersey # 39710

Professional Engineer, Pennsylvania #060900

Professional Engineer, Delaware #10794

NJ Society of Professional Land Surveyors

OSHA - Fall Protection Certification

Fields of Competence

Experience includes municipal engineering to include roadway, water, and sanitary sewer improvements/upgrades, and streetscape improvements, review for land use boards and project management, conceptual, and detailed engineering design for private and municipal clients. Also, have comprehensive land development experience in design, planning, permitting and presentation and testimony for public hearings. I am responsible for various land development projects including residential, commercial, retail and industry.

Extensive in-depth knowledge of various types of civil, environmental and mechanical engineering disciplines which include: hydraulic systems (dry/liquid chemical feed, filtration, pH adjustment, pumps, valves, piping networks, electromechanical controls) hydraulic structures (basins, lagoons, clarifiers, reservoirs, dams, culverts, channels, weirs, groundwater wells, water storage tanks) water treatment/supply, wastewater collection and conveyance systems, process equipment layout/design, facility/building layout/design, soil/water remediation, stormwater management, grading, pavement, plumbing, heating/ventilation, lighting and surveying. Capital improvement planning and budgeting. Detailed project cost estimates. I serve as Planning and Zoning Board Engineer, Municipal Engineer and Environmental Engineer for various municipalities.

Key Projects

Westville Borough, Gloucester County, NJ:

Municipal Engineer, 2003 to December 2006 and January 2008 to 2012

Land Use Board Engineer, 2003 to December 2006, and January 2008 to 2011

Responsible for the design, permitting, bid assistance, construction management administration, inspection and project closeout for the following nine (9) roadway projects that were funded by NJDOT Municipal Aid/TEP to include: Harvard Avenue, Olive Street, Summit Avenue, Burr Avenue, High Street, Woodbine Avenue, Delsea Drive (School Crossing), Broadway Flashing School Crossing Beacons and Broadway Streetscape Project.

Gloucester City, Camden County, NJ: Planning and Zoning Board Engineer since January 2007.

Gloucester City, Camden County - Special Projects Engineer, 2011 to present

Gloucester Township, Camden County - Special Projects/Stormwater Engineer, 2010 to present

Vineland City Water Company - Water Main Inspection Services, January 2009 to present

Pennsauken Sewerage Authority - Authority Engineer, 2012

Franklin Township, Gloucester County - Environmental Engineer, January 2008 to 2009

Woodland Township, Burlington County - Conflict Engineer, 2009

Fairfield Township, Cumberland County - Stormwater Engineer, October 2008 to 2010

Norm has served as Project Manager for the following SJTA projects:

- Construction Administration/Management/Inspection - 12" gas main crossing ACE for Revel Beach Casino.
- Construction Administration/Management/Inspection - 24" gas main crossing ACE at Fire Road.
- Construction Administration/Management/Inspection - 12" water main crossing ACE, Exit 41.
- Storm Drainage Structure, GIS Mapping and Inspection/Recommendation for ACE.

Wastewater Regional Conveyance System/Camden County Municipal Utilities Authority, Camden County, NJ:

Participated in the design and planning of a regional wastewater collection and conveyance system. Project included 30 miles of sanitary sewer force mains extending through three Townships, design of three pumping stations including, onsite utility improvements, and storm water management basins. Storm water retention basins were used to satisfy the New Jersey Pinelands Commission's groundwater recharge requirements. Preparation of application and technical report for 25 culvert crossings for submission to NJDEP for Stream Encroachment permitting. Project permitting included, NJDEP, NJDOT, New Jersey Pinelands Commission, New Jersey Transit, Camden County Soil Conservation Service, and county and local review agencies. Estimated improvements worth \$11 million.



Professional Profile

Margaret Kulik, PLS Vice President - Surveying

Registration and Affiliations

Registered Professional Land Surveyor, New Jersey
License #38943, Pennsylvania License #75204

New Jersey Society of Professional Land Surveyors,
American Congress on Surveying and Mapping the
Surveyors Association of West Jersey

Education

Warsaw University of Technology in Poland, Master
Degree in Geodetic Science
Camden County College, A.S. Engineering Science
Rowan University, Geography Info System Course

Fields of Competence

Ms. Kulik is a Professional Land Surveyor with over
30 years of experience in varied aspects of land
surveying, including 24 years with CES.

Ms. Kulik oversees all of the firm's surveying
projects including ALTA/ACSM Surveys,
Subdivisions, As-Built Surveys, Boundary Surveys,
Topographical Surveys, Route Surveying,
construction Staking, Aerial Mapping Control, Flood
Elevation Certificates, Global Positioning Systems
(GPS)-Geodetic surveying, Geographical
Information Systems (GIS) utilizing the latest
technology. As a Geodetic Specialist, she is
responsible for the technical management of all
Global Positioning System (GPS) projects including
design of the geodetic networks and all associated
computations.

Key Projects

AQUA New Jersey Water Main Rehabilitation Projects,
Various Counties in NJ: Managed and participated in
surveying and preparation of the existing condition
maps of several miles of roads in various counties in
New Jersey to provide base information for the
project. Surface utilities were located and subsurface
utilities investigated to locate gas, electric, telephone,
sanitary and stormwater utilities.

South Jersey Transportation Authority - In 2010, Ms.
Kulik worked as a project manager on a GIS project
for South Jersey Transportation Authority. CES

provided stormwater outfall mapping services as one
of many actions that the Authority took in order to
comply with the New Jersey Pollutant Discharge
Elimination System (NJPDES) Phase II. CES located
over 3,000 outfall structures and provided shape files
with attributes to be readily incorporated into a
Geographical Information System.

C. William Haines Boulevard, Waterford Township,
Camden County, NJ. CES designed a 1.5-mile new
municipal road connecting Route NJ 73 and Route
US 30 in Waterford Township. Project included
traffic studies for future development potential,
complete roadway design, state highway jug handle,
complete signal replacement, Municipal Aid funds,
surveying, General Property Parcel Mapping for
acquisition, and three stormwater management basins
approved by the NJ Pinelands Commission.

Camden Utilities Department, Survey Services for
Rehabilitation of the Existing 30" Morris Delair
Water Main. As a sub-consultant, CES surveyed
15,700 linear feet of streets to provide base
information for the project. Surface utilities were
located and subsurface utilities investigated to locate
gas, electric, telephone, sanitary and stormwater
utilities and create base sheets for the rehabilitation
plans.

Burlington County Topographic Mapping, - project
included 300 square miles and over 1000 QAQC
points surveyed with GPS static and RTK survey
techniques including 20 permanent control points,
which were included in National Geodetic Survey
database.

On Call Surveying Services for Camden County
Public Works (CCPW)

Project surveyor for on-call surveying services
required for variety of projects under the direction
and authority of the CCPW, Division of Engineering.
CES has been surveying miles of different routes
and providing existing conditions base plans for
future design and construction of roads, highways,
railroads and/or utility pipelines. Project control
surveys provide consistent and accurate horizontal
and vertical control for all subsequent project surveys
- photogrammetric, mapping, planning, design,
construction, and right of way.



Professional Profile

Michael R. Brown, PE, CME Project Engineer

Registration and Affiliations

Professional Engineer, New Jersey #GE44222
Certified Municipal Engineer
American Society of Civil Engineers

Education

Drexel University, Bachelor of Science Degree in
Civil Engineering, 1998
Camden County College, Associate in Science
Degree, 1995

Fields of Competence

Over 13 years of experience in various aspects of civil engineering for commercial, residential, and highway projects. Experience in traffic impact analysis involving signalized and unsignalized intersections. Also, experience in preparing cost estimates and conducting inspections on projects including site work, utilities, concrete, roadways and building construction. Experience in feasibility studies, project design, specifications, project management, and coordination. Design experience includes grading, drainage, stormwater management, sanitary sewer and water, roadway geometry, signing and striping, traffic control, guiderail, soil erosion and sediment control, and traffic signal and electrical design. Experience representing clients before municipal, county, and state agencies through South Jersey. Also, experience in municipal engineering including project reviews for planning boards, inspections, project management, and attending committee meetings. Detailed experience with roadway, bridge, and bike trails funded by NJDOT Municipal Aid, FWHA, SAGE, TEP and TEA, from initial application to final project closeout.

Key Projects

Fries Mill Road Improvements (CR 655) Washington Township, Gloucester County, NJ - Completed traffic analysis, preliminary and final design, guiderail design, parcel maps, and bid documents for approximately 1 mile of roadway and two traffic signals. Included all NJDOT and County approvals.

Cross Keys By-Pass (CR 689) - Washington & Monroe Townships, Gloucester Co, NJ - Completed revisions, quantities, and quality control for final design plans for a new limited access four-lane divided roadway, two new traffic signals, and revisions to an existing traffic signal.

Reconstruction of Hurffville-Cross Keys Road (CR 654) - Washington Township, Gloucester County, NJ - Completed traffic signal design for county roadway widening and intersection improvement project. Also provided engineering design services for field changes during project construction.

Burlington Rd & Fairton-Gouldtown Road - City of Bridgeton & Fairfield Townships, Cumberland County, NJ - Prepared preliminary and final design plans for road widening and resurfacing for approximately 7 miles of two (2) County roadways.

Delsea Drive (NJ 47) - Deptford Township, Gloucester County, NJ - Acted as Resident Engineer for state highway improvements including roadway widening, reconstruction, storm drainage, utilities, and traffic signalization. Also provided assistance with guiderail evaluation and design.

Reconstruction of Hurffville-Cross Keys Road (CR 654) - Washington Township, Gloucester County, NJ - Completed traffic signal and electrical design for county roadway widening and intersection improvement project. Also provided engineering design services for field changes during project construction.

Replacement of Deerfield Road Bridge over the Cohansey River, Upper Deerfield and Hopewell Townships, Cumberland County, NJ - Completing alternatives analysis, preliminary and final design, permitting, and bid documents for replacement of the existing 2-span reinforced concrete structure with a precast concrete arch structure.



Professional Profile



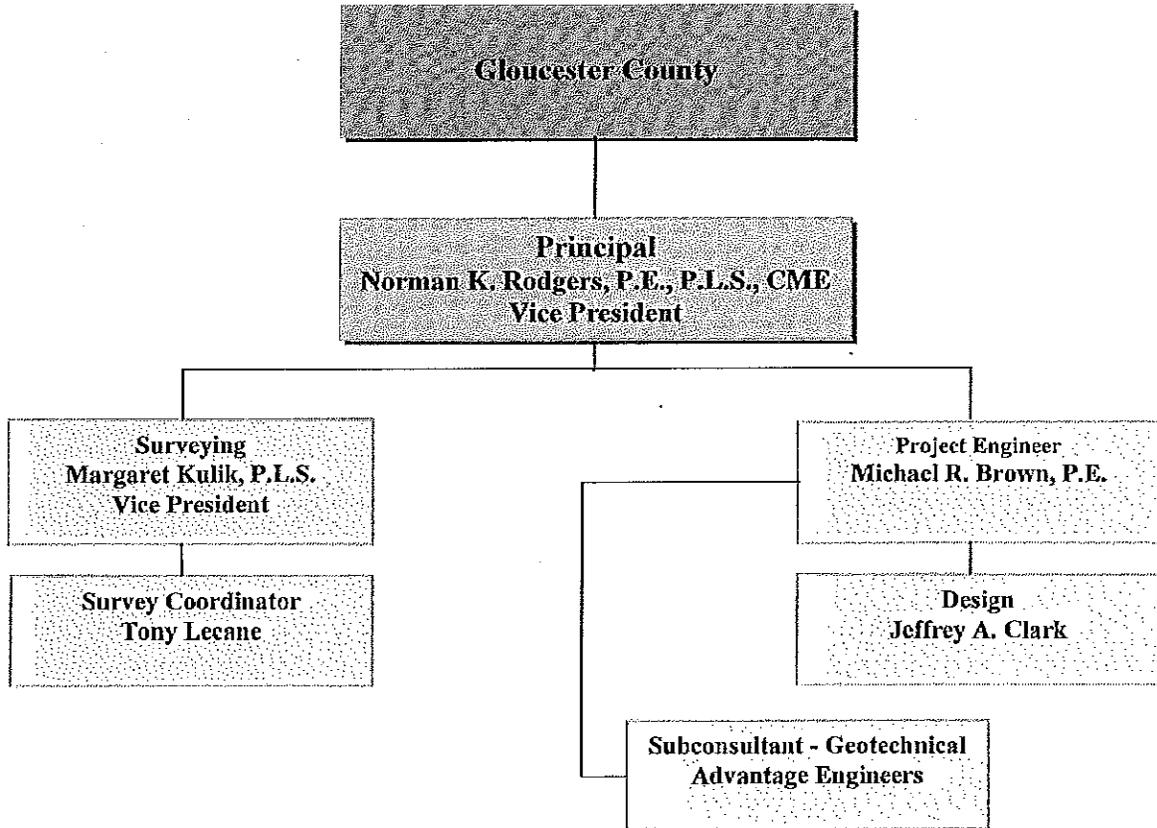
APPENDIX 2
Organization Chart & List of Staff

December 10, 2013

Hurffville-Cross Keys Road (CR 654)
Washington Township, Gloucester County, NJ

Consulting Engineer Services Organizational Chart

Engineering Design Services
Resurfacing and Widening of Hurffville-Cross Keys Road (CR 654)
from Fries Mill Road (CR 655) to the Cross Keys By-Pass (CR 689)
Washington Township, Gloucester County, NJ





CES PROFESSIONAL STAFF

December 2013

Principals - Professional Engineers, Land Surveyors

- Henry J. Haley, PE, PP, CME, President, BSCE – Principal – NJ License No. 24098
- Norman K. Rodgers, III, PE, PLS, CME, Vice President – Land Development, BSCE – NJ License No. 39710
- Margaret Kulik, PLS, Vice President - Chief Surveyor, BS Geodetic Science – NJ License No. 38943

Project Managers – Professional Engineers

- Alan J. Ippolito, PE, CME, Project Manager, BSCE – NJ License No. 28577
- William A. Ralston, PE, CME, Project Manager, BSCE – NJ License No. 36666
- Michael R. Brown, PE, CME, Project Engineer, BSCE – NJ License No. 44222
- Jay Sims, PE, CME, Project Engineer, BSCE – NJ License No. 47219
- Rosie Wolk, PE, CME, Project Engineer, BSCE – NJ License No. 47392
- John F. Witthohn, PE, Project Engineer, BSCE – NJ License No. 47543
- Paul A. Witthohn, PE, Project Engineer, BSCE – NJ License No. 47493
- Peter G. Burgess, PE, PLS, Project Manager, BSCE – NJ License No. 30629
- Marie Baaden, PE, Project Manager, BSCE – NJ License No. 50849

Land Surveyors

- Margaret Kulik, PLS, Chief Surveyor, BS Geodetic Science – NJ License No. 38943
- Norman K. Rodgers, III, PE, PLS, Project Manager, BSCE – NJ License No. 39710
- Peter G. Burgess, PE, PLS, Project Manager, BSCE – NJ License No. 30629
- Tony Lecane, Survey Coordinator
- Adam Grant, Survey Calculator
- Three (3) Survey Field Crews

EIT's and Graduate Engineers

- Ryan Headley, EIT
- David Dunmyer

Construction Managers and Inspectors

- Dave Firman, CMI, NICET III
- Jeffery Clark, CMI
- Timothy McGarvey, CMI
- Gabriel Insua, CMI



APPENDIX 3
Project Schedule

December 10, 2013

Hurffville-Cross Keys Road (CR 654)
Washington Township, Gloucester County, NJ



consulting engineer services
 Engineers, Planners, and Land Surveyors

PROJECT SCHEDULE

Resurfacing and Widening of Hurffville-Cross Keys Road (CR 654)
 from Fries Mill Road (CR 655) to the Cross Keys By-Pass (CR 689)
 Washington Township, Gloucester County, NJ

TASK	Month 1	Month 2	Month 3
PHASE I - CONCEPT DESIGN			
Kick-Off Meeting with County			
Field Survey & Base Plans			
Geotechnical Investigation			
Concept Plan			
County Review / Meeting with County			
PHASE II - PRELIMINARY DESIGN (50%)			
Stormwater Analysis & Design			
Roadway Design & Preliminary Construction Plans			
Preliminary Cost Estimate			
County Review / Meeting with County, Public Information Meeting			
Submission to SCS			
PHASE III - FINAL DESIGN (90%)			
Final Construction Plans			
Quantities & Final Cost Estimate			
Supplemental Specifications			
County Review / Meeting with County			
PHASE IV - FINAL BID DOCUMENTS (100%)			
Deliverables to County			



APPENDIX 4
CES Project Profiles

December 10, 2013

Hurffville-Cross Keys Road (CR 654)
Washington Township, Gloucester County, NJ



**Traffic Analysis
Survey
Design
Permitting
Bid Documents**

Client: Gloucester County
Engineer's Office

Contact:
Vincent Voltaggio, PE
County Engineer
(856) 307-6600

Year: 2005 – 2008
Project Cost: \$2.1 million

Services:
Topographical Survey
Title Survey
Environmental Assessment
Highway Traffic Analysis
Concept Plans
Preliminary Design
Final Design and Quantities
Specifications

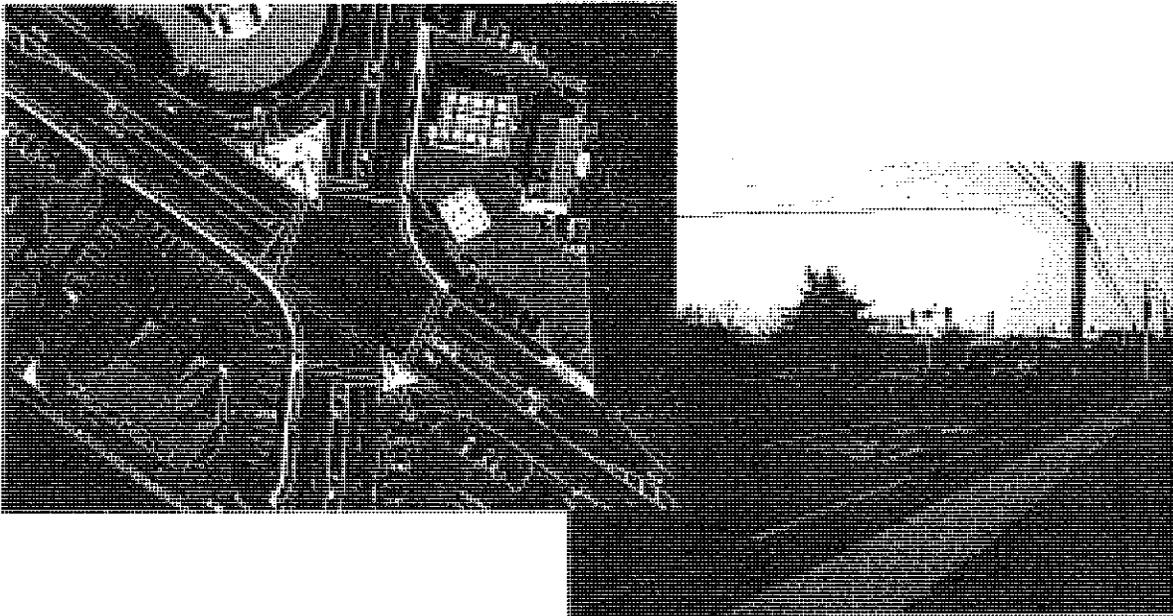
(CES-2509)

Fries Mill Road (CR 655)

Washington Township, Gloucester County, NJ
Gloucester County had a dangerous intersection at Fries Mill Road and Hurffville–Cross Keys Road with a history of bad accidents and high volume of traffic. After analysis, it was clear an expanded intersection with designated turn lanes was necessary.

CES provided traffic analysis, surveying, design and permitting for this intersection as well as approximately ¼ mile of Fries Mill Road from Watson Drive to Hurffville Cross-Keys Road. Traffic analysis included future traffic projections, intersection capacity analysis, and accident analysis. Improvements were recommended to mitigate traffic and safety issues.

The final design included parcel maps, new stormwater facilities, roadway reconstruction and widening to provide a consistent 4-lane section, guiderail, and two traffic signal designs.





Traffic Analysis
Survey
Design
Permitting
Bid Documents

Client: Gloucester County
Engineer's Office

Contact:
Vincent Voltaggio, PE
County Engineer
(856) 307-6600

Year: 1996-2000
Project Cost: \$4.2 million

Services:
Survey
Environmental Studies
Permitting
Traffic Analysis
Concept Plans
Preliminary & Final Design
Specifications

(CES-1043-83)

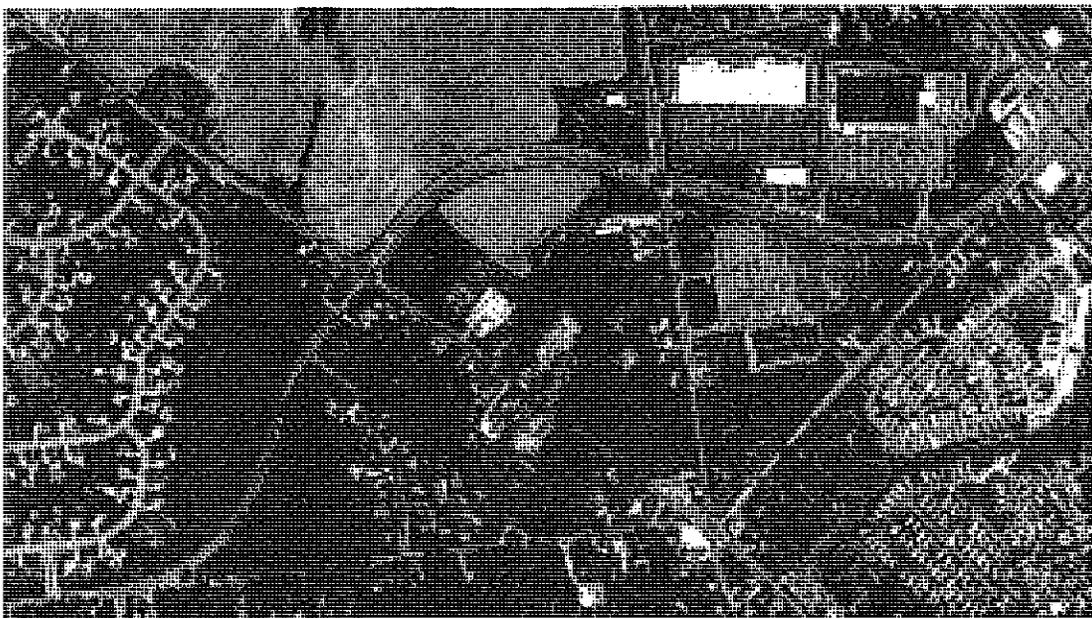
Cross Keys By-Pass (CR 689)

Washington & Monroe Township, Gloucester County, NJ -
A new county by-pass roadway in Washington Township/Monroe Township designed to mitigate severe traffic congestion at an existing six-way signalized intersection in a very busy area of Gloucester County.

CES began the project with extensive traffic analysis and conceptual design, considering future development and zoning, environmental constrictions and regulations, socio-economic impacts, and future transportation interchanges (including an interchange with the Atlantic City Expressway).

The chosen alternate led to final design of a limited access four-lane divided roadway, two new traffic signals, and revisions to an existing signal.

Work included survey, design, alternatives analysis, permitting, parcel maps and legal descriptions, traffic analysis, traffic signal design, cost estimates, and specifications.





**Survey, Design, Bid Documents
Construction Administration
Construction Inspection**

Market to RiverLine Pedestrian Access Improvements

Client:
Cooper's Ferry Development Association

Contact:
Joe Myers, Vice President & COO
One Port Center
2 Riverside Drive, Suite 501
Camden, NJ 08103
Phone: (856) 757-9154
Fax: (856) 757-9478

Year: 2010-2011
Project Cost: \$250,000

Services:
Traffic Analysis
Surveying
Design
Specifications
Construction Management
Construction Inspection

(CES-3046)

City of Camden, Camden County, NJ

Cooper's Ferry Development Association (CFDA) selected CES to provide surveying and engineering services for the proposed improvements along 2nd and 3rd Street between Market Street and Cooper Street. The project was part of a continuing initiative between CFDA and the City of Camden to improve infrastructure and beautify the downtown streets in the area. Considering the close proximity of Rutgers University and the RiverLine train station on Cooper Street, improvements were needed to increase pedestrian safety and enhance the area.

CES completed surveying, preliminary and final design, traffic analysis, and bid documents for the project, and we assisted CFDA with securing approvals from the City, County, NJDOT, and the State Historic Preservation Office. We also provided construction management and inspection of the improvements on 2nd Street. Special care and attention were necessary during design and construction due to budgetary concerns, a historic home, and utility coordination.

The improvements included the installation of brick sidewalks, decorative street lighting, curb, pavement resurfacing, street trees, and utility upgrades.





**Design
Construction Administration
Construction Inspection**

Bell Road Drainage Improvements (CR 658)

Client: Borough of Mt. Ephraim

Contact:
Borough of Mount Ephraim
121 S. Black Horse Pike
Mount Ephraim, NJ 08059

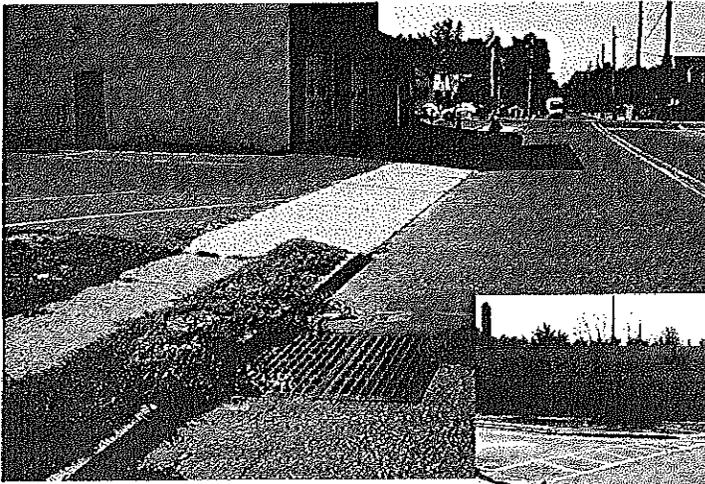
Year: 2012
Cost: \$735,000

Services:
Design
Permitting
Construction Administration
Construction Inspection

(CES-2924-01)

Borough of Mt. Ephraim, Camden County, NJ
The Borough of Mt. Ephraim contracted CES to design, and perform Construction Administration and Inspection for this drainage improvement project to alleviate recurring flooding problem along Bell Rd.

Project included the removal and reconstruction of the existing drainage structures and piping, construction of new drainage structures, installation of storm drainage piping, Conrail pipe crossing, Transco Natural Gas pipeline crossing, traffic control, trench backfilling, compaction and trench restoration within the roadway.





APPENDIX 5

Gloucester County Proposal Forms

Basis of Award

Request for Proposal Checklist

Exhibit A

Non-Collusion Affidavit

Stockholder Disclosure Certification

Business Registration Certificate

Certificate of Employee Information Report

Certificate of Authorization

SBE Certification

Sample Insurance Certificate

BASIS OF AWARD

(To be completed by County evaluation committee)
(100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
A. Proposal contains all required checklist information 5 _____ points	
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> 20 _____ points	
C. <u>Relevance and Extent of Similar Engagements performed</u> 20 _____ points	
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> 35 _____ points	
E. <u>Cost Proposal</u> 20 _____ points	
TOTALS	

REQUEST FOR PROPOSAL CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL:

Please initial below, indicating that your proposal includes the itemized document.
A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.

INITIAL
BELOW

- | | |
|---|------------|
| A. An original with Five (5) signed copies of your complete proposal. | <u>NKR</u> |
| B. Non-Collusion Affidavit properly notarized | <u>NKR</u> |
| C. Public Disclosure Statement, properly notarized, listing the names of all persons owning ten (10) percent or more of the proposing entity. | <u>NKR</u> |
| D. Authorized signatures on all forms. | <u>NKR</u> |
| E. Business Registration Certificate(s) Must be submitted prior to award | <u>NKR</u> |

Note: N.J.S.A 52:32-44 provides that the County shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate for the State of New Jersey, and the business registration certificate of any subcontractors, at the time that it submits its proposal. The contracting party must also collect the state use tax where applicable.

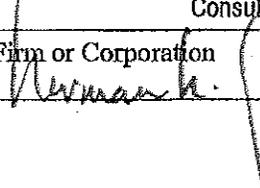
**THE UNDERSIGNED HEREBY ACKNOWLEDGES
THE ABOVE LISTED REQUIREMENTS.**

NAME OF PROPOSER:

Consulting Engineer Services

Person, Firm or Corporation

BY:



Norman K. Rodgers, III
(NAME)

Vice President

TITLE)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

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

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

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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

In conforming with the targeted employment goals, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF GLOUCESTER

ss:

I AM Vice President

OF THE FIRM OF Consulting Engineer Services

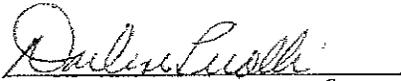
UPON MY OATH, I DEPOSE AND SAY:

1. THAT I EXECUTED THE SAID PROPOSAL WITH FULL AUTHORITY SO TO DO;
2. THAT THIS PROPOSER HAS NOT, DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FAIR AND OPEN COMPETITION IN CONNECTION WITH THIS ENGAGEMENT;
3. THAT ALL STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THIS AFFIDAVIT ARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT THE COUNTY OF GLOUCESTER RELIES UPON THE TRUTH OF THE STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THE STATEMENTS CONTAINED IN THIS AFFIDAVIT IN AWARDING THE CONTRACT FOR THE SAID ENGAGEMENT; AND
4. THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED TO SOLICIT OR SECURE THIS ENGAGEMENT AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE, EXCEPT BONA FIDE EMPLOYEES OR BONA FIDE ESTABLISHED COMMERCIAL OF SELLING AGENCIES OF THE PROPOSER. (N.J.S.A.52: 34-25)

SUBSCRIBED AND SWORN TO

BEFORE ME THIS 10th DAY
OF December 2013.


 (TYPE OR PRINT NAME OF
 AFFIANT UNDER SIGNATURE)
 Norman K. Rodgers, II


 NOTARY PUBLIC OF 79

DARLENE PIRULLI
 NOTARY PUBLIC
 NEW JERSEY
 MY COMMISSION EXPIRES 8-24-15

MY COMMISSION EXPIRES: _____

Sworn and subscribed
before me this _____
day of _____ 20____

STOCKHOLDER DISCLOSURE CERTIFICATION

N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

FAILURE OF THE BIDDER/RESPONDENT TO SUBMIT THE REQUIRED INFORMATION IS CAUSE FOR AUTOMATIC REJECTION

CHECK ONE:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check which business entity applies:

Partnership Corporation Sole Proprietorship

Limited Partnership Corporation Limited Liability Partnership Limited Liability

Subchapter S Corporation Other _____

Complete if the bidder/respondent is one of the 3 types of Corporations:

Date Incorporated: 1963 Where incorporated: New Jersey

Business Address:

645 Berlin-Cross Keys Road, Suite 1,	Sicklerville	NJ	08081
Street Address	City	State	Zip
856-228-2200	856-232-2346	design@ces-1.com	
Telephone #	Fax#	Email	

Listed below are the names and addresses of all stockholders, partners or individuals who own 10% or more of its stock of any classes, or who own 10% or greater interest therein.

Henry J. Haley	15 Pelham Drive, Mantua, NJ 08051
Name	Home Address
Norman K. Rodgers, III	150 Commissioners Pike, Woodstown, NJ 08098
Name	Home Address
Margaret Kulik	6 Gery Court, Sicklerville, NJ 08081

CONTINUE ON ADDITIONAL SHEETS IF NECESSARY: Yes No
Signature: Norman K. Rodgers III Date: December 10, 2013

Printed Name and Title: Norman K. Rodgers, III

Sworn and subscribed before me this 10th day of Dec. 20 13

Darlene Pirolli
DARLENE PIROLI
NOTARY PUBLIC
NEW JERSEY
MY COMMISSION EXPIRES 3-24-16



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	CONSULTING ENGINEER SERVICES
Trade Name:	
Address:	645 BERLIN CROSS-KEYS RD SICKLERVILLE, NJ 08081
Certificate Number:	0105796
Effective Date:	October 29, 2001
Date of Issuance:	July 10, 2013

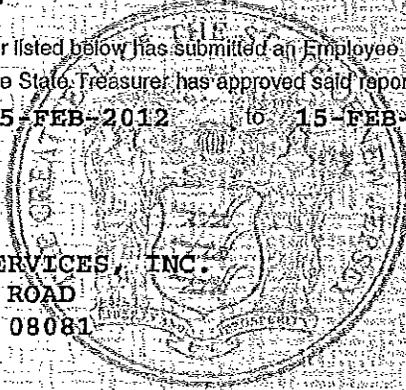
For Office Use Only:
20130710150052921

Certification 9913

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-FEB-2012** to **15-FEB-2015**.

CONSULTING ENGINEER SERVICES, INC.
645 BERLIN-CROSS KEYS ROAD
SICKLERVILLE NJ 08081



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer

State of New Jersey

Division of Consumer Affairs

State Board of Professional Engineers and Land Surveyors

THIS CERTIFIES THAT

CONSULTING ENGINEER SERVICES
645 BERLIN-CROSS KEYS ROAD, STE. 1
Sicklerville NJ 08081

Has met the requirements of the State Board of Professional Engineers and Land Surveyors and is hereby issued a

CERTIFICATE OF AUTHORIZATION

to offer the following services

Engineering & Land Surveying 07/03/2002

Person in Responsible Charge

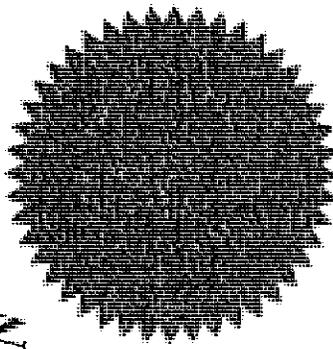
HENRY J HALEY

For the names of other Responsible Charge Licensees, go to: <http://www.njconsumeraffairs.com/pels/certprt.pdf>

Date: August 28, 2013

Certificate No. 24GA27957700

Expiration Date: 08/31/2014



Acting Executive Director

Certificate Number
682164

Registration Date: 05/12/2013
Expiration Date: 05/11/2015



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Consulting Engineer Services Inc

Responsible Representative(s):

Henry Haley, President
Margaret Kulik, Vice-President
Norman Rogers II, Vice-President

Responsible Representative(s):

Harold J. Wirths

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.



State of New Jersey

CHRIS CHRISTIE
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE
P.O. BOX 026

KIM GUADAGNO
Lt. Governor

TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

APPROVED

under the

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges **CONSULTING ENGINEER SERVICES** as a Category 2 & 5 approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This registration will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the registration will lapse and the business will be removed from the SAVI that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this registration.



Andrew Pantelides
Assistant Director

Issued: September 15, 2012
Certification Number: 60100-20

Expiration: September 14, 2015



CERTIFICATE OF LIABILITY INSURANCE

CONSU-1 OP ID: CM

DATE (MM/DD/YYYY)
06/06/13

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 policy(ies) 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 Hardenbergh Insurance Group P.O. Box 1000 Voorhees, NJ 08043 Christopher J. Powell	856-489-9100	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____																				
	856-489-9101	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Charter Oak Fire Insurance Co</td> <td>25615</td> </tr> <tr> <td>INSURER B:</td> <td>Travelers Indemnity Co.</td> <td>25666</td> </tr> <tr> <td>INSURER C:</td> <td>Travelers Indemnity Co of CT</td> <td>25682</td> </tr> <tr> <td>INSURER D:</td> <td>Admiral Insurance Company</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Charter Oak Fire Insurance Co	25615	INSURER B:	Travelers Indemnity Co.	25666	INSURER C:	Travelers Indemnity Co of CT	25682	INSURER D:	Admiral Insurance Company		INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Charter Oak Fire Insurance Co	25615																				
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INSURER C:	Travelers Indemnity Co of CT	25682																				
INSURER D:	Admiral Insurance Company																					
INSURER E:																						
INSURER F:																						
INSURED Consulting Engineer Services 645 Berlin-Cross Keys Rd, Ste 1 Sicklerville, NJ 08081																						

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	6804991R094	09/23/12	09/23/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Contractual Liab					PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
C	AUTOMOBILE LIABILITY	X	BA4993R284	09/23/12	09/23/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
SCHEDULED AUTOS NON-OWNED AUTOS						
B	UMBRELLA LIAB	X	CUP5007R714	09/23/12	09/23/13	EACH OCCURRENCE \$ 5,000,000
	EXCESS LIAB					AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10000					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	UB3527T885	09/23/12	09/23/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Professional Liab		EO00002240301	04/13/13	04/13/14	Liab Lim 1,000,000
						Retention 75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

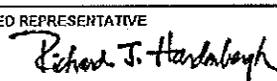
S A M P L E

Blanket Additional insured applies when required by written contract or agreement.

S A M P L E

CERTIFICATE HOLDER

CANCELLATION

SAMPLE SAMPLE SAMPLE	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 
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APPENDIX 6
Subconsultant Information
(Advantage Engineers)

December 10, 2013

Hurffville-Cross Keys Road (CR 654)
Washington Township, Gloucester County, NJ



December 6, 2013

Mr. Michael R. Brown, P.E., C.M.E.
Consulting Engineer Services
645 Berlin-Cross Keys Road, Suite 1
Sicklerville, NJ 08081

**RE: Representative Project Experience for
Proposed Roadway Improvements to Hurffville-Cross Keys Road
Gloucester County RFP # 13-055
Washington Township, Gloucester County, New Jersey
Advantage Proposal No: 1300780.00**

Dear Mr. Brown:

In accordance with your request, Advantage Engineers, LLC (Advantage) has compiled a small sample of the projects that we have completed in the Gloucester County, New Jersey. Below please find a list providing details on various projects in Gloucester County which are similar in size and scope as the above referenced project.

- **Subsurface Investigation/Soil Permeability Testing/ Existing Asphalt Investigation, Hurffville-Cross Keys Road and Fries Mill Road, Washington Township, Gloucester Co., NJ – Portions of this project were located immediately adjacent to the above referenced project site.** Advantage conducted an investigation of the thickness of the existing paving elements and subbase in portions of Hurffville-Cross Keys Road and Fries Mill Road. In addition, Advantage also conducted a subsurface investigation of the soils underlying the proposed roadway expansion areas. This investigation consisted of a series of test pits to evaluate the seasonal high groundwater table elevation in the area. Advantage also collected representative soil samples from the project site and subjected them to testing in our laboratory in order to determine the subsurface soil's permeability. A Summary Letter Report was generated which detailed all fieldwork performed and included the results of all asphalt testing and soil permeability testing, along with further conclusions and recommendations regarding the proposed work.
- **Proposed Stormwater Management Basin Investigation, Cross Keys Road, Sicklerville, Gloucester County, NJ –** Advantage conducted a subsurface investigation in the area of a planned stormwater management basin at 660 Cross-Keys Road. Our investigation included an analysis of the subsurface underlying the proposed basin for infiltration and for "limiting zones". A series of in-field double-ring infiltrometer tests were performed within the anticipated locations of the proposed underground stormwater management facilities, and soils classification tests were performed in our in-house soils laboratory in order to further characterize the engineering characteristics of the subsurface soils underlying the proposed construction. Following completion of our evaluation, a stormwater feasibility report was submitted, providing conclusions relating to stormwater infiltration of the subsurface underlying the proposed basin.



Anthony J. Digneo, P.G., LEED AP

EDUCATION

- B.S. – Geology, Richard Stockton College of New Jersey, 1994
- Graduate Studies Engineering Geology Drexel University

PROFESSIONAL REGISTRATIONS

- Professional Geologist – PA (# PG003926), DE (# S4-0001095), TN (# 00004467), NC (# 2117), VA (# 001677)
- LEED Accredited Professional

SPECIAL TRAINING

- OSHA 40hr. Training (CFR29.1910.H.120)
- OSHA 8hr. HAZPOWER Health & Safety Annual Refresher
- UST Closure, NJDEP (License # 0021294)
- Certified for Use of Nuclear Moisture – Density Equipment

SUMMARY OF EXPERIENCE

Mr. Digneo, a Regional Director, has over 18 years experience providing geotechnical engineering services. As the Regional Director, Mr. Digneo is responsible for project management and coordination of all geotechnical engineering and construction review projects in Southern New Jersey, Southeastern Pennsylvania and Northern Delaware. His technical responsibilities include development and implementation of geotechnical field investigations as well as oversight of all field staff and project management of all construction review projects in his area. His responsibilities include review of all reports generated for the above services in his area.

PROJECT EXPERIENCE

Sheridan Hotel Carport-Mounted Solar Arrays Geotechnical Investigation, Meadowlands, NJ

Manager who oversaw the completion of a geotechnical investigation for carport mounted solar arrays. The combined footprints of the carport structures covered an area of approximately 78,000 square feet. A series of test borings were conducted over the footprint areas in an existing parking lot in order to determine the engineering properties of the subsurface soils in the area. Following the test boring program and laboratory testing on representative soil samples, a geotechnical report was prepared using the results of our geotechnical analyses. This report included detailed foundation recommendations for the carport structures due to the extremely poor subsurface conditions underlying the site. Advantage provided highly technical and cost-effective foundation recommendations in order to deal with over 15 feet of trash or "urban fill" underlain by very soft and highly compressible organic clays.

Gloucester County Justice Complex Addition and Parking Garage, Deep Foundation Installation, Woodbury, Gloucester County, NJ – Project Manager who completed on-site review of deep foundation installation, including 150 concrete 14" diameter filled steel pipe piles set at 80 feet deep. Axial road test and lateral road tests were also completed. The proposed site included a three-story 30,000 square foot parking garage and a five-story 40,000 square foot addition to the existing Gloucester County Justice Center Building in Woodbury, New Jersey. A geotechnical investigation was conducted prior to the deep foundation installation and included a series of deep test borings, a laboratory testing program, and a detailed geotechnical engineering analysis. The final report included highly detailed settlement analyses and the results of consolidation tests on



Mr. Digneo's responsibilities on this project also included Construction Phase Observation and testing Services. These services consisted of foundation subgrade and concrete review, building pad subgrade review and pad certification, asphalt subgrade review and asphalt placement review, backfill placement testing and review, as well as structural steel and masonry review for some of the buildings on site. Included in these services were concrete, grout and mortar test sample preparation and testing and asphalt core sampling and testing. Also included was deep foundation installation oversight for the stormwater system for the site. All of the above services were carried out to insure conformance to project plans and specifications. All aspects of the project that failed to conform to specifications were highlighted and clear, concise and timely recommendations were made to remedy these situations.

EP Henry Production Facility Geotechnical Investigation & Construction, Wrightstown, Burlington County, NJ – Project Manager who performed the geotechnical engineering investigation for an EP Henry Production Facility in Wrightstown, New Jersey. This facility included two production buildings having proposed plan areas of 40,000 square feet and 96,000 square feet, respectively. The facility also included large material storage silos and aggregate bins adjacent to the buildings. Through the completion of a subsurface investigation, laboratory testing program and detailed geotechnical engineering analyses, MR. DIGNEO completed a geotechnical engineering report for the site. This report included detailed foundation and earthwork recommendations, as well as detailed subsurface testing results in the area of two large stormwater management basins, having plan areas of 5 and 20 acres, respectively. The report also included detailed recommendations for the placement of approximately 50 acres of heavy duty pavement to be used for large material storage.

Mr. Digneo's responsibilities on this project also included Construction Phase Observation and testing Services. These services consisted of foundation subgrade and concrete review, building pad subgrade review and pad certification, asphalt subgrade review and asphalt placement review, backfill placement testing and review, as well as structural steel and masonry review for most of the buildings on site. Included in these services were concrete, grout and mortar test sample preparation and testing and asphalt core sampling and testing. Also included were several investigations and tests to investigate a failing stormwater basin on site. All of the above services were carried out to insure conformance to project plans and specifications. All aspects of the project that failed to conform to specifications were highlighted and clear, concise and timely recommendations were made to remedy these situations.

Becton Dickinson Headquarters Complex, Franklin Lakes, Bergen County, NJ – Project Manager who performed the geotechnical engineering investigation at the site a large planned expansion to an existing Pharmaceutical production complex in Franklin Lakes, New Jersey. This expansion included a 35,000 square foot campus building, a 55,000 square foot, 3- story parking garage, a 10,000 square foot warehouse and approximately 80,000 square feet of at-grade asphalt paved parking areas. A series of test borings and test pits were performed throughout the site. Data was collected from this subsurface investigation and was used to produce a Report of Geotechnical Engineering Investigation. This report included detailed earthwork and foundation recommendations due to the large boulders encountered throughout the site. The report also included detailed recommendations for the unique campus building which was planned as a three-story subterranean structure with an earthen roof. Further recommendations were provided for the construction of several retaining walls throughout the site.

Mr. Digneo's responsibilities on this project also included Construction Phase Observation and testing Services. These services consisted of foundation subgrade and concrete review, building pad subgrade review and pad certification, asphalt subgrade review and asphalt placement review, backfill placement testing and review, as well as some structural steel and masonry review for most of the buildings on site. Included in these services were concrete, grout and mortar test sample preparation and testing and asphalt core sampling and testing. All of the above services were carried out to insure conformance to project plans and specifications. All aspects of the project that failed to conform to specifications were highlighted and clear, concise and timely recommendations were made to remedy these situations.

Town Square Plaza, Gloucester, Camden County, NJ – Project Manager who conducted construction phase services during the construction of a retail shopping center in Gloucester Township, New Jersey. This shopping



Eden Hill Medical Office Building, Dover, Kent County, DE – Oversaw the completion of a geotechnical engineering investigation for a proposed multi-story medical office building in Dover, Delaware. The scope of work included the completion of a subsurface investigation, laboratory testing program, and geotechnical engineering analysis. The test borings included the retrieval of undisturbed Shelby tube samples, and laboratory testing consisting of consolidation analysis and triaxial shear testing of the undisturbed samples. The geotechnical engineering analyses completed included the assessment of alternate deep foundation systems, design of a concrete-filled steel pipe pile foundation system, development of dewatering specifications, and design of pavement for the project.

Various Communication Towers, Various Locations, DE – Managed the performance of geotechnical investigations and personally carried out the on-site oversight and review of the construction of foundations for approximately 100 communications tower locations throughout Delaware. The geotechnical portion of these projects consisted of client and contractor coordination, subsurface data evaluation and preparation of a geotechnical engineering report for each tower location. Reports included soil classifications, computation of bearing capacity and lateral earth pressures, and recommendations regarding general foundation design and installation criteria. During the construction phase for these projects included review of the construction of both Mat foundations and Caisson foundations for the towers. Items reviewed included drilling fluid, steel casing, subgrade, reinforcing steel and anchor bolt inspection. Following all of the above, MR. DIGNEO also performed concrete inspection and testing. MR. DIGNEO ensured that conformance to project plans and specifications were carried out throughout all of the above activities.

Fort Delaware State Park, Pea Patch Island, New Castle County, DE – Project Manager for the geotechnical investigation for the proposed site of a reconstructed 19th century Prisoner's Barracks and Maintenance Building to be built at the Fort Delaware State Park on Pea Patch Island in the Delaware River. The report defined the stratification of subsurface soils and the engineering properties of these materials in the area of these buildings. The report was generated through the completion of a subsurface investigation, laboratory testing program, and geotechnical engineering analysis. The Geotechnical Investigation Report provided a detailed settlement analysis of the cohesive soils at the site, which was used within the report to evaluate the feasibility of supporting the proposed structures on four different types of foundations. The report further included recommendations regarding earthwork activities to be conducted at the site and detailed specialized foundation installation criteria due to the very poor soil conditions at the site. Due to the location of the site, specialized drilling equipment was transported by boat to the island and utilized to complete the subsurface investigation.

DRBA Office Building & Parking Garage, New Castle, New Castle County, DE – Project Manager for the geotechnical investigation for a three-story office building with a subterranean parking garage to be constructed at a site in New Castle, Delaware. The geotechnical investigation was also performed for a large retention basin to be built on the site. Mr. Digneo's role consisted of client and contractor coordination, subsurface data evaluation and preparation of a geotechnical engineering report for the building and basin. His report included soil classifications, computation of bearing capacity and detailed earthwork recommendations due to the very large cuts and fills scheduled for the site. His report also included results of soil permeability testing and a seasonal high groundwater table evaluation performed in the area of the proposed retention basin.

13-Story Building, Philadelphia, Philadelphia County, PA – Project Manager who oversaw the geotechnical investigation for a 13 story building in downtown Philadelphia. Mr. Digneo completed several borings within the footprint of the proposed structure, to depths ranging from approximately 52.0 feet to 80.0 feet below existing ground surface. Following a review of the soil and bedrock samples collected at the site, as well as a laboratory testing program, MR. DIGNEO recommended that a shallow mat foundation system could be used to support the proposed structure, provided adequate site preparation activities (including the removal and replacement of all deleterious, urban fill materials below the proposed footprint) were carried out in accordance with the guidelines outlined in our report. Part of our geotechnical engineering analysis included detailed settlement analyses due to the high loads of the structure being transferred to the mat foundation system. Our report also included a review of our deep foundation considerations for the site and detailed excavation considerations due to the proposed building proximity to other structures.

C1

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

Certificate of Availability of Funds

TREASURER'S NO. 13-11162 DATE December 19, 2013

C-04-08-012-165-12210 (\$59,727.92)

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION (\$59,727.92) COUNTY COUNSEL Matthew P. Lyons, Esq.

DESCRIPTION: Professional Services Contract for Engineering Design Services per RFP-013-049 for the project "Resurfacing and Widening of Hurffville-Cross Keys Road, County Route 654, from Fries Mill Road to the Cross-Keys By-Pass, County Route 689, Washington Township, Gloucester County," Engineering Project #14-03SA

VENDOR: Consulting Engineer Services (CES)

ADDRESS: 645 Berlin-Cross Keys Road
Sicklerville, NJ 08081

 12/19/13
DEPARTMENT HEAD APPROVAL
Vincent M. Voltaggio, P.E.,
County Engineer

APPROVED
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED _____

Meeting Date: December 26, 2013

E1

RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY PERTAINING TO THE NATIONAL EMERGENCY FOOD AND SHELTER PROGRAM PHASE 31 GRANT AND TO ACCEPT THE FUNDS IN THE AMOUNT OF \$12,985.00 FROM SEPTEMBER 1, 2013 TO JUNE 30, 2014

WHEREAS, the County of Gloucester wishes to accept this agreement with the National Emergency Food and Shelter Program which provides for the distribution of food certificates to families and individuals who come to the Division of Social Services in need of food; and

WHEREAS, the grant agreement is for the period beginning September 1, 2013 and concluding June 30, 2014; and

WHEREAS, the funds to be received from the National Emergency Food and Shelter Program is in the amount of \$12,985.00.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board of Chosen Freeholders is hereby authorized to execute and the Clerk of the Board is authorized to attest to any documents necessary pertaining to the National Emergency Food and Shelter Program 31 Grant; and

BE IT FURTHER RESOLVED that upon receipt of the fully executed agreement for grant funds from the National Emergency Food and Shelter Program, the funds will be used pursuant to the terms of said agreement between the County of Gloucester and the National Emergency Food and Shelter Program in the amount of \$12,985.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey, held on Friday, December 27, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK



E1

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: HAZEL PORTER
DEPARTMENT: DIVISION OF SOCIAL SERVICES
GRANT TITLE: NAT. EMERGENCY FOOD & SHELTER GRANT

DATE: DECEMBER 11, 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 Cerny
Grants Coordinator

FREEHOLDER MEETING: DECEMBER 27, 2013

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

GRANT REQUEST FORM

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

DATE: December 9, 2013

1. TYPE OF GRANT

 X NEW GRANT

 RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER:

2. GRANT TITLE: National Emergency Food and Shelter Program

3. GRANT TERM: FROM: 9/1/2013 TO: 6-30-2014

4. COUNTY DEPARTMENT: GC Division of Social Services

5. DEPT. CONTACT PERSON & PHONE NUMBER: Hazel Porter-256-2270

6. NAME OF FUNDING AGENCY: National Emergency Food and Shelter Program

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD):

The National Food and Shelter Board has allotted \$162,985.00 to Gloucester County for emergency needs of County residents. The Local Emergency Food and Shelter Board, through Gloucester County Human Services Advisory Council has awarded \$12,985 of this to the Gloucester County Division of Social Services to purchase food certificates. The certificates are distributed to families and individuals who come to the Division of Social Services in need of food.

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

NAME	AMOUNT	NAME	AMOUNT
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

9. TOTAL SALARY CHARGED TO GRANT: \$ _____

10. INDIRECT COST (IC) RATE: _____ %

11. IC CHARGED TO GRANT \$ _____

12. FRINGE BENEFIT RATE CHARGED TO GRANT: _____%

13. DATE APPLICATION DUE TO GRANTOR _____

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	\$12,985 _____	
CASH MATCH		_____
		(Attach Documentation)
IN-KIND MATCH	_____ \$0 _____	
TOTAL PROGRAM BUDGET:	\$ 0 _____	

15. DID YOU READ THE GRANT/CONTRACT AND UNDERSTAND ITS TERMS?
YES X 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 Yes X No _____

DEPARTMENT HEAD: Edward Smith
Signature

DATE: 12/10/13

.....
Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: DEC 11, 2013 CAC

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. [Signature]
Signature

2. _____
Signature

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: 12-9-13

1. GRANT TITLE: National Emergency Food and Shelter Program
2. DEPARTMENT: Gloucester County Division of Social Services
3. GRANT ID NUMBER: STATE: _____

FEDERAL: _____

4. FUNDING AGENCY CONTACT PERSON: Hazel Porter, Social Work Administrator
5. FUNDING AGENCY PHONE NUMBER: 609-856-256-2270
6. GRANT AMOUNT: \$12,985

7. A. CASH MATCH AMOUNT: _____
(Attach mandated documentation)
- B. IN-KIND MATCH: _____
- C. MODIFICATION AMOUNT: _____
- D. NEW TOTAL: \$12,985

8. CONTRACT PERIOD: FROM: 9-1-13 TO: 6-30-14

9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: _____

REIMBURSEMENT: MONTHLY: _____

QUARTERLY: _____

END OF CONTRACT: _____

OTHER (EXPLAIN) _____

10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES NO _____
ARE THEY MONTHLY _____ QUARTERLY _____ 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 _____ NO _____
EXPLAIN: _____

PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: The National Food and Shelter Board has allotted \$162,985 to Gloucester County for emergency needs to County residents. The Local Emergency Food and Shelter Board through Glo Co Human Services Advisory Council has awarded \$12,985 of this to the Gloucester Co. Div of Social Services to purchase food certificates. The certificates are distributed to families and individuals who come to the Division of Social Services in need of food.

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

DEPARTMENT HEAD: [Signature]
Signature

DATE: 12/10/13

.....
Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: DEC 11, 2013 CAC

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. [Signature]
Signature

2. _____
Signature

Mc Farland Jr., Calvin D.

From: Smith, Edward
Sent: Thursday, December 12, 2013 8:03 AM
To: Robinson, Karen
Cc: Mc Farland Jr., Calvin D.
Subject: FW: Phase 31 Local Board Plan Received (597600)

From: efsp@unitedway.org [<mailto:efsp@unitedway.org>]
Sent: Thursday, December 12, 2013 8:30 AM
To: Smith, Edward
Subject: Phase 31 Local Board Plan Received (597600)

Edward Smith,

Thank you for your Local Board Plan submission to the Emergency Food and Shelter Program (EFSP). Please remember to print and sign the Local Board Plan Certification. After signing the Certification, send it along with a copy of the Local Board roster to EFSP. Payments to LROs cannot be released until the information has been provided to EFSP. Local Board Chairs must sign this form along with any other authorized signers. Certifications received with missing signatures will delay the processing of your Local Board Plan.

If an LRO was allocated \$100,000 or more, they are required to sign a Certification Regarding Lobbying. Funds to the LROs cannot be released until the certification has been received by EFSP.

Your jurisdiction's Local Board Plan will be processed so that payments maybe released once the Local Board Certification and Roster have been received. Payments will not be released to LROs with outstanding compliance exceptions in any prior Phase in any jurisdiction in which they received funds.

If you have questions, feel free to contact your Regional Manager.

Thank You,

Emergency Food and Shelter Program
701 North Fairfax Street, Suite 310
Alexandria, VA 22314-2064
Tel: 703-706-9660
Fax: 703-706-9677

FEMA – 2014 Budget of \$12,985.00

Goal: To purchase food certificates to distribute to families and individuals who come to the Division of Social Services in need of food

BUDGET CATEGORY	FUNDS REQUESTED
Other	
Purchase Food Certificates	\$12,985.00

2014 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS

The Gloucester County Division of Social Services is seeking to assist in addressing the emergency food needs of Gloucester County residents by having a supply of \$20 and \$50 denomination food cards readily available for distribution to anyone in need of food once every sixty (60) days. All food cards will be stamped "food only". Each Gloucester County resident requesting emergency food will be allocated \$20 per person per day for a maximum of three (3) days. Careful records of all food cards distributed will be kept by the Accounting Department.

20430-Food: \$12,985

FORM C-2

SUBMISSION DATE:

DEPARTMENT: 345

Division of Social Services

REVISION DATE:

FY2014 EMERGENCY FOOD AND SHELTER GRANT
GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES

SERVICE NARRATIVE

The Mission of the Gloucester County Division of Social Services is to provide a variety of services to Gloucester County low-income individuals and families as well as at risk senior citizens and disabled adults. The Division administers the following programs: Temporary Assistance to Needy Families (TANF), General Assistance (GA), Medicaid, Supplemental Nutritional Assistance Program (SNAP), Child Support Services and Emergency Assistance (EA) for individuals and families receiving cash assistance or Supplemental Security Income. The Agency also serves as a resource center to direct and link county residents to information sources and other services in the County.

2013 saw continued downslide in the economy that affected even more than the usual number of Gloucester County residents. The influx of inquiries and applications for services are indicant of the troubled economy. In order to continue to address the increasing emergency food needs of Gloucester County residents, the Division is requesting \$12,985 in FEMA funds for year 2013/2014. These funds will once again be used to purchase grocery cards in \$20.00-\$50.00 denominations. This form of emergency food assistance will allow individuals and families to purchase suitable food such as meats, fruits, vegetables, baby food, formula, special needs food items and food that can be prepared by the homeless placed in motels or shelters without appropriate cooking facilities. These grocery cards can also be used to supplement nonperishable and can food donations received from other emergency food resources such as churches, community centers and food banks. This emergency food serves to assists individuals and families while pending eligibility for other services.

The Division's 2013/2014 FEMA proposal is for the following:

PURCHASE: Grocery Cards

AMOUNT: \$12,985.00

OF MEALS: 1443

Grocery cards will be purchased at ACME Inc. as there is still a sufficient amount of stores throughout Gloucester County. ACME Inc. provides a 5% discount which allows the purchase of 25 extra grocery cards and the cards are marked as grocery cards noting they can only purchase food. Grocery cards will be purchase in \$20.00-\$50.00 denominations to accommodate meals at an estimated cost of \$9.00 per meal, per person per day. Detailed accounting of grocery cards issued assures accountability that funds are being issued properly and in accordance to proposal.

The current economic crisis is effecting Gloucester County residents households and causing more stress on household budgets. The continued economic crisis has resulted in the loss and decrease of household income affecting the ability of families to purchase food. Studies have shown that the loss of income; financial struggle and the inability to purchase adequate food for one's self or family becomes a physical and psychological deterioration to their health and mental well-being. The Divisions ability to assist individuals and families that are in need may be a helpful key in preventing physical and social detriment and destitution.

FEMA 31 BUDGET SHEET

1) Amount Requested		*Estimated Level of Service
A. FOOD	\$12,985.00	*\$9.00 PER MEAL PER PERSON @ 1443 MEALS
B. MASS SHELTER		
C. OTHER SHELTER		
D. RENT/MORTGAGE		
E. REHABILITATION		
F. ENERGY ASSISTANCE		
G. ADMINISTRATION (LIMITED 2%)		
H. TOTAL APPLICATION AMOUNT TOTAL THRU F		\$12,985.00

Estimate number of meals per grocery order or voucher if not served directly. For example, a voucher for a grocery order to feed a family of 4 for 3 days would be estimated as 36 meals (4 people x 3 days x 3 meals).

ED

RESOLUTION AUTHORIZING APPLICATION FOR THE "FY2014 YOUTH INCENTIVE PROGRAM GRANT" TO THE NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES, CHILDREN'S SYSTEM OF CARE, IN AN AMOUNT NOT TO EXCEED \$38,442.00

WHEREAS, it is beneficial to the residents of the County for the Gloucester County Board of Chosen Freeholders to provide administrative support to the County Inter-Agency Coordinating Council for Children; and

WHEREAS, the County is eligible to receive a grant under the New Jersey Department of Children and Families, Children's System of Care for support of the CIACC entitled "FY2014 Youth Incentive Program Grant", for a total amount of \$38,442.00, from January 1, 2014 to December 31, 2014; and

WHEREAS, the Department of Human Services reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct; and

WHEREAS, the Gloucester County Board of Chosen Freeholders acknowledges that the total amount of the grant funds to be requested is for a total amount of \$38,442.00, from January 1, 2014 to 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 application to the New Jersey Department of Children and Families Division of Youth and Family Services for the FY2014 Youth Incentive Program Grant in the amount \$38,442.00, from January 1, 2014 to December 31, 2014; and

BE IT FURTHER RESOLVED, if any additional funding is awarded due to the failure of any other eligible counties, all such additional funding will be used only for a program providing support Coordinating Inter-Agency Council for Children CIACC; and

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

BE IT FURTHER RESOLVED, that the County of Gloucester will submit to the New Jersey Department of Children and Families, Children's System of Care an application with any and all documents to effectuate the 2014 Youth Incentive Program Grant.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, December 27, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK



ED

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Dammingier

FREEHOLDER LIAISON
Vincent H. Nestore Jr.



DEPARTMENT OF HUMAN
SERVICES

DIRECTOR
Lisa A. Cerny

P.O. Box 337
Woodbury, NJ 08096

Phone: 856.384.6870
Fax: 856.384.0207

lcerny@co.gloucester.nj.us

www.gloucestercountynj.gov

TO: CALVIN McFARLAND

DEPARTMENT: HUMAN SERVICES

GRANT TITLE: CHILDRENS INTERAGENCY
COORDINATING COUNCIL

DATE: DEC 11, 2013

CERTIFICATION LETTER

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

REVIEWED BY: [Signature]

REVIEWED BY: [Signature]
Grants Coordinator

FREEHOLDER MEETING: DECEMBER 27, 2013

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

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

ANNEX A

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

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

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

- | | |
|--|-----------|
| 1. <u>Childrens Interagency Corrdinating Council</u> | 11. _____ |
| 2. _____ | 12. _____ |
| 3. _____ | 13. _____ |
| 4. _____ | 14. _____ |
| 5. _____ | 15. _____ |
| 6. _____ | 16. _____ |
| 7. _____ | 17. _____ |
| 8. _____ | 18. _____ |
| 9. _____ | 19. _____ |
| 10. _____ | 20. _____ |

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

Section 2.1 Program Name and Service Delivery Information

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

Section 2.2 Program Description

Section 2.3 Performance Outcomes

Section 2.4 Personnel Information Sheet

Section 2.5 Level of Service Form

GENERAL
CONTRACT
INFORMATION

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

CONTRACT SUMMARY SHEET

Provider Agency G.C. Board Of Chosen Freeholders **Contract #** 14OEHR
Mailing Address P.O. Box 337 **Federal ID** 21-6000660
Woodbury, New Jersey
08096
Telephone Number 856 - 853 -3391
Provider Agency Fiscal Year End 12/31/2014

Contract Effective Date 01/01/2014 **to** 12/31/2014 **Contract Ceiling** \$38,442.00

Organization Type

County	<input checked="" type="checkbox"/>	
Municipal (i.e. School)	<input type="checkbox"/>	
Private, Non-Profit	<input type="checkbox"/>	
Private, For-Profit	<input type="checkbox"/>	% Indicate % of profit charged towards contract
Faith-Based	<input type="checkbox"/>	
Hospital-Based	<input type="checkbox"/>	

Chief Executive Officer Robert M. Damminger
Title Freeholder Director
Mailing Address P.O. Box 337
Woodbury, New Jersey
08096
Telephone Number 856 - 853 -3390
Fax Number 856 - 853 -853
E-Mail Address rdammiger@co.gloucester.nj.us

All notices relevant to this contract should be sent to:

Name & Title Lisa A Cerny, Director
Mailing Address 115 Budd Boulevard
Route 45& Budd Boulevard
Woodbury, New Jersey
Telephone Number 856 - 384 -6870
Fax Number 856 - 384 -0207
E-Mail Address lcerny@co.gloucester.nj.us

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

INSTRUCTIONS FOR COMPLETING THE CONTRACT PACKAGE

The Annex A is an important part of your contract because it explains your program and emphasizes the improvements you and your staff are trying to make in the lives of your customers. In addition, it serves as the basis for evaluation and planning.

It is in our mutual interest to have an Annex A that clearly and concisely communicates key information about your program.

The Annex A and Annex B / Annex B2 must be consistent in the information presented.

Do not include organizational tabs, dividers or separation sheets.

Refer to the renewal/award letter for any additional documents and information required to complete the Annex A.

Enter the contract identification number assigned to your contract in the Award or Renewal Letter where requested.

Contract Summary Sheet

Provider Agency: Enter the legal name of the Managing Agency. This is the name that will identify your contract on all correspondence and reporting documents.

Contract Number: Enter the Contract Number as stated in the contract Award or Renewal Letter.

Mailing Address: Enter the mailing address of the Managing Agency

Federal Identification Number: Enter the Federal Identification Number assigned to the Managing Agency.

Telephone Number: Enter the area code and telephone number of the Managing Agency.

Provider Agency Fiscal Year: Enter the provider agency's fiscal year.

Contract Effective Dates: Enter the contract start and end dates as indicated in the Renewal Letter.

Contract Ceiling: Enter the dollar amount of the contract ceiling as stated in the Renewal Letter.

Organization Type: Check the type of organization entering into the contract.

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

Title: Enter the title of the Chief Executive Officer of the Managing Agency.

Enter the mailing address, telephone number, fax number, and e-mail address of the Chief Executive Officer of the Managing Agency.

All notices relevant to this contract should be sent to: Enter the name, title, mailing address, area code and telephone number, fax number and e-mail address of the person identified at the Managing Agency to receive contract materials

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
REQUIRED CONTRACT DOCUMENTS CHECKLIST**

CONTRACT ADMINISTRATOR: Jarret Quick

CONTRACT NUMBER: 01/01/2014 TO

NAME OF AGENCY: G.C.Board Of Chosen Freeholders

CONTRACT PERIOD: 12/31/2014

The checklist must be completed and returned with all documents prior to contract approval. Specificity as it relates to number of copies and any additional Division/Office documentation to be submitted will be forwarded with the renewal/award letter by your Contract Administrator. Forms that are not included in the following pages, can be found by accessing the website at www.nj.gov/DCF and clicking on the link to 'Contract and RFP Information'.

	Document	Required with first Contract and as Amended	Required Annually and as Amended	Required on-site	Check if submitted with package
1. Contract Documents					
A.	Standard Language Document with original signature (additional copies requested must also have original signature) (DCF P2.01)		3 signature pages		<input type="checkbox"/>
B.	Annex A (includes Section 2 for each program funded) (DCF P3.52)		•		<input type="checkbox"/>
C.	Annex B – Budget Form (Expense Summary, Detail and Schedules 1- 6) or Annex B-2 (DCF CRM 5.2 and 5.3)		•		<input type="checkbox"/>
D.	Schedule of Estimated Claims, if applicable		3 signature pages		<input type="checkbox"/>
E.	Public Law 2005, Chapter 92 (formerly known as Executive Order 129) Source Disclosure Certification Form		•		<input type="checkbox"/>
F.	Federal Funding Accountability and Transparency Act (FFATA) of 2006 Contractor Compliance Registration (CCR) Attestation Form (regarding DUNS number)	•			<input type="checkbox"/>
G.	Renewal printout from the Central Contractor Registry (CCR) website (www.bpn.gov/cct/default.aspx)		•		<input type="checkbox"/>
2. Agreements					
H.	Subcontract/Consultant Agreement(s) (related to DCF Contracts)		•		<input type="checkbox"/>
I.	Private/Public Donor Agreement (s) for Match Responsibilities (DCF P6.01)		•		<input type="checkbox"/>
J.	HIPAA Business Associate Agreement (DCF P1.06)		•		<input type="checkbox"/>
K.	A copy of the Acknowledgement of Receipt of the New Jersey State Policy and Procedures returned to the DCF Office of the EEO/AA (DCF P8.10)		•		<input type="checkbox"/>
3. Insurances/Licenses/Certificates					
L.	Liability Insurance Declaration Page and/or Malpractice Insurance		•		<input type="checkbox"/>
M.	Bonding Certificate		•		<input type="checkbox"/>
N.	Applicable Licenses (professional license related to job responsibilities)		•	•	<input type="checkbox"/>
O.	Current Affirmative Action Certificate or copy of renewal application sent to Treasury (AA302 – Affirmative Action Employee Information Report)		•		<input type="checkbox"/>
P.	Health/Fire Certificates	•		•	<input type="checkbox"/>
Q.	Certificate of Occupancy or Continued Certificate of Occupancy	•			<input type="checkbox"/>
R.	Lease or Mortgage	•			<input type="checkbox"/>
S.	Certificate of Incorporation	•			<input type="checkbox"/>
T.	New Jersey Business Registration Certificate with the Division of Revenue (Public Law	•			<input type="checkbox"/>

Rev.7/1/2012

	Document	Required with first Contract and as amended	Required Annually and as amended	Required on-site	Check if submitted with package
4. Documents Required for Non Profit Agencies and as applicable for Profit Agencies					
U.	Dated List of Names, Titles, Addresses, and Terms of Board of Directors		•		<input type="checkbox"/>
V.	Copy of the most recently approved Board Minutes			•	<input type="checkbox"/>
W.	Agency By-Laws	•			<input type="checkbox"/>
X.	Tax Exempt Certification	•			<input type="checkbox"/>
Y.	Form 990 – Return of Organization Exempt From Income Tax		•		<input type="checkbox"/>
5. Documents Required for Profit Agencies only					
Z.	U.S. Corporation Income Tax Return, Form 1120		•		<input type="checkbox"/>
AA.	Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions (formerly known as Executive Order 134) and copy of NJ Business Registration Certificate		bi-annual		<input type="checkbox"/>
BB.	Ownership Disclosure Form	•			<input type="checkbox"/>
6. Agency Policies and Organizational Information					
CC.	Organizational Chart		•		<input type="checkbox"/>
DD.	Personnel Manual (including job descriptions of staff) and Employee Handbook			•	<input type="checkbox"/>
EE.	Affirmative Action Policy/Plan			•	<input type="checkbox"/>
FF.	Conflict of Interest Policy and Attestation Form (DCF.P8.05)			•	<input type="checkbox"/>
GG.	Procurement Policy (DCF.CRM 2.3)			•	<input type="checkbox"/>
HH.	Equipment Inventory (items purchased with DCF funds) (DCF.P4.05)		•		<input type="checkbox"/>
7. Audit					
II.	Notification of Licensed Public Accountant (NLPA) - include copy of Accountant's Certification (DCF.P7.06)		•		<input type="checkbox"/>
JJ.	Copy of Audit (DCF.P7.06)		•		<input type="checkbox"/>
8. Other Supporting Documents					
KK.	Annual Report to Secretary of State (DCF.P1.04)		•		<input type="checkbox"/>
LL.	Annual Report – Charitable Organizations (DCF.P1.03)		•		<input type="checkbox"/>
MM.	ACH – Credit authorization for automatic deposits (for new requests only)	•			<input type="checkbox"/>
NN.	W-9 Form (for new Agencies only)	•			<input type="checkbox"/>
9. Additional Division/Office Specific Forms					
1.	Division of Children's System of Care (formerly DCBHS) Budget Narrative or Annex B (if applicable)		•		<input type="checkbox"/>
2.					<input type="checkbox"/>
3.					<input type="checkbox"/>
4.					<input type="checkbox"/>

The contracted agency agrees to submit, to the DCF Contract Administrator, any and all changes regarding the information presented in these documents during the term of the contract. All documents should be current and reflect the approval of the agency's Board of Directors, when applicable.

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
STANDARDIZED BOARD RESOLUTION FORM

Supporting Information for Contract #: 14OEHR

Contract Period: 01/01/2014 to 12/31/2014

Agency: G.C. Board Of Chosen Freeholders

Certification:

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

Chair, Board of Directors
(Original signature)

Date

Executive Director
(Original signature)

Date

Please List Authorized Signatories for contract documents, checks, and invoices:
(List full name and title)

Pete Mercanti
Name

Purchasing Agent
Title

Gary Schwarz
Name

Treasurer
Title

Robert M. Damming
Name

Freeholder Director
Title



STANDARDIZED BOARD RESOLUTION FORM

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

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

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

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

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

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

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

2. Legal Advice

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

3. Public Law 2005, Chapter 51

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

4. Public Law 2005, Chapter 92

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

SECTION 1

AGENCY INFORMATION

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

SECTION 1

Agency Information Instructions

Section 1.1: Authorized Signatures

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

Number of Signatures Required: Enter the number of signatures required for each transaction. Those documents that require a specific number have already been entered.

Section 1.2: Agency/Organization Description

Answer and clearly label all questions as outlined.

Section 1.3: Agency Personnel Information

List core staff whose functions and responsibilities extend across the various contracted programs (i.e. Administrative Staff, CFO, CEO, Clinical Director). Staff listed in this section need not be included in Section 2.4 (each program will require listing of personnel dedicated to the identified program).

Example: If agency is contracted for 5 programs, and a social worker works in all of these programs, list this person on the core agency personnel sheet (Section 1.3). If the social worker works in only four out of the five programs, do not include this person on the core agency personnel sheet. This staff person will be listed on each of the four relevant program personnel sheets (Section 2.4) which is part of Section 2.

Column 1: List full-time and part-time positions funded. List the title of each full-time and part-time position in your agency. Do not include maintenance staff.

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

- Name of employee
- Work hours
- Qualifications, including any degrees, licenses, certificates, etc. that the employee possesses and which are pertinent to his/her position; and
- The functional job duties of the employee

Note: Staff listed on the personnel information forms (Section 1.3 and Section 2.4) must also be represented on the Annex B budget presentation, when applicable.

Contract Number: 14OEHR

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A
AUTHORIZED SIGNATURES
Section 1.1

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

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

Submitted by:

Primary Signatory: Robert M. Damminger Title: Freeholder Director

Original Signature: _____ Date: _____

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

**Annex A
AGENCY/ORGANIZATION DESCRIPTION
Section 1.2**

Complete a 1-2 page summary of the organization and its history. Clearly label your answers as outlined below.

1. Summarize the agency's purpose and mission.

- **Indicate long and short term goals**
- **Identify the agency's method for goal measurement**

The Gloucester County Human Services Advisory Council (HSAC) serves in an advisory capacity to the Board of Chosen Freeholders (who appoint its members) and to the New Jersey Department of Children and Families. The advice provided by the HSAC centers around issues relating to planning, development, resource allocation, coordination and the monitoring of human service needs in the county.

In order to fulfill the advisory role to the County and State governments, the HSAC has outlined the following objectives:

A. Improve Administrative and Service Efficiency

1. Continue the use and the implementation of performance standards in the Management Assistance Program, reviewing all purchase of service contracts.
2. Based on local needs and available resources, influence the use of dollars and said resources to provide the best quality of services possible.
3. Review and comment on human service proposals, attempting to fill gaps in service and promote new and/or innovative services approaches.
4. Use comprehensive planning as a management tool to develop resource allocation plans designed to improve service delivery.

B. Improved Relationship with the State

1. Improved communication and coordination related to planning, review, policy setting and evaluation.

Agency/Organization Description continued

2. Work with the NJ Department of Children and Families to clarify the respective roles of County and State with respect to planning, policy setting and evaluation.
3. Encourage citizen's participation in planning for health and human services in the public/private sectors.

C. Protection of vulnerable and Disabled Populations

1. Address the problems of child abuse and missing within Gloucester County through the following activities:
 - a) Arrange education programs for parents and children.
 - b) Provide information concerning the available services in the County and State.
 - c) Coordinate the provision of services and programs concerning child abuse and missing children offered in Gloucester and neighboring counties.
2. Consistent with State target population and service policies, local human service representatives will identify the most needy/disabled populations and the most essential services within the County.
3. To facilitate the development of specialized services that define present and future agency roles and responsibilities for serving vulnerable target populations and high priority target problems.

2. Describe the agency's progress toward achieving administrative goals from the previous year. Elaborate upon any administrative, programmatic, or fiscal changes from the previous contract period.

The Gloucester County HSAC will work toward achieving its goals and responsibilities thru its establishment of the following council objectives:

A. Comprehensive Planning

1. Develop, implement and update the comprehensive Human Services plans pursuant to the guidelines issued by the NJ Department of Children.

Agency/Organization Description continued

2. Thru the County Homeless Continuum of Care System oversee the development, implementation and update in accordance with the guidelines and timetables issued by the NJ Departments of Human Services and Community Affairs.
3. Facilitate and participate in planning process regarding the impact of Federal Block Grant policies on State-funded human services in accordance with guidelines issued by the NJ Department of Children.
4. Review and comment on information regarding the State of NJ budget as requested by the NJ Department of Children and Families.

B. Allocation of Resources

1. Through a County based process, develop plans for those funding streams that are designated to go through the Human Services Advisory Council by the NJ Department of Children and Families or its Divisions.

C. Review of Contracts

1. Participate in the annual review of local NJDCF contracts and site reviews of funded agencies, as requested and provide recommendations for their contract renewal or modifications. Participate in the mediation of correction or technical assistance by NJDCF or its Divisions. Follow-up on plan implementation as needed.

3. Describe the Agency's self-evaluation process.

- Identify the tools used
- Explain their function in the quality improvement process
- Summarize the results of the evaluation from the previous contract period and the changes the agency implemented in response to the findings

The Gloucester County HSAC will submit a quarterly narrative report which will provide descriptions of activities in comprehensive planning, resource allocation, SSBG contract review and other special initiative/activities up by the HSAC.

Agency/Organization Description continued

The G.C. HSAC will self-evaluate this contract based on Levels of Service (LOS) outlined below as well as information contained on the quarterly narrative reports.

Levels of Service

A. Planning

1. Review, comment and inform the community about information regarding the State/Federal budgets as requested by the NJ Department of Children and Families.
2. If necessary provide an update on implementation of County Priority Populations Plan to NJDCF by July 1 and December 31, 2012.
3. County Homeless Planning: Continue to develop service and funding priorities for Social Services for the Homeless funding based on the assessment and review of services needs and programs recommended by Council.
4. Educate agencies, consumers, and the general community, on the Department's initiatives in the community.
5. Participate in the development of the reauthorization of N.J.A.C. 10:2 State Regulations.

B. Resource Allocation

Develop, submit and implementation plans for program development or funding reallocations or efficiencies as requested by the State of NJ Departments or their Divisions, or as deemed necessary by the county in coordination with NJDCF and in accordance with the N.J. Administrative Code 10:2(b)

C. Resource Information

Ensure availability, accessibility and periodic updates of a comprehensive human directory of programs and services for residents of the county. This may include electronic documents, websites, pamphlets, flyers, etc.

D. Contract Review

Participate in the annual review of local NJDCF contracts and site reviews of funded agencies, as requested and provide recommended for their contract renewal or modification. Participation in the mediation of correction or technical assistance by the NJDCF or its Division, Follow up on plan implementation as needed.

4. Provide a brief description of the agency's most significant accomplishment to date.

Submission of the 2010 G.C. Needs Assessment and Resource Inventory to the NJ Department of Children and Families.

Submission of the 2013 the G.C. Homelessness Continuum of Care Application to US. Department of Housing and Urban Development.

Completion of the 2013 Annual Homelessness Assessment Report for US Department of Housing and Urban Development.

Submission of the 2012-2013 Spending Plan for The Emergency Food and Shelter Grant to the Federal Emergency Management Agency.

Completion of the 2013 Point in Time Homelessness Survey.

On Going monitoring and contract review of County SSBG, Social Services for the Homeless and Emergency Food and Shelter Grant contracts for FY 2013.

Yearly update of the G.C. Teen Services Guide thru the G.C. Commission on Missing and Abused Children.

Development of funding and contract recommendations for the FY2013 Social Services for the Homeless Grant

5. Explain how the agency collaborates and/or networks with other public and private agencies to serve children and families in the community. Elaborate upon agency outreach efforts.

The G.C. HSAC members and staff are involved with various state and local boards and commissions. Some of the local boards are staffed by fellow employees within The G.C. Department of Human Services. This allows the G.C. HSAC to act as a informational forum on issues of concern to our residents.

Agency/Organization Description continued

Topics can be discussed and information used to educate our local, state and federal legislators of the human services needs within the county.

- 6. Identify any inter-agency agreements regarding the acceptance of referrals and discharge planning, with respect to the continuum of care. Please include copies of any consultant agreements and/or copies of subcontracts.**

None at this time

- 7. Cite any staffing patterns, environmental accommodations, and practices employed by the agency that reflect an appreciation and respect for the needs and diversity of the customers served.**

The HSACs membership is based on the social, racial and economic make up of the County of Gloucester. Meetings are held in handicapped accessible locations. Advertised in accordance with the Sun Shine regulations and operated in accordance with Roberts Rules of order.

- 8. Describe the agency's approach to staff training and development.**

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A
CORE AGENCY PERSONNEL INFORMATION
Section 1.3

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO		
<input type="checkbox"/> FT <input type="checkbox"/> PT						
<input type="checkbox"/> FT <input type="checkbox"/> PT						
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STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A
CORE AGENCY PERSONNEL INFORMATION
Section 1.3

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO		
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Program Analyst	Rick Gaydos	7:30	3:30	BA	HSAC Lead Staff
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Unknown	To Be Hired	8:30	4:00	BA	CEAS Staff
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Accountant	Donna Cuccetta	8:30	4:00	BA	Bookkeeper
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Clerical	Alicia Brannan	8:30	4:00		Clerical Supprt
<input type="checkbox"/> FT <input type="checkbox"/> PT						
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SECTION 2

PROGRAM INFORMATION

*The following four parts must be completed
for
each individual
contracted program/component*

Please note that additional requirements or stipulations may be necessary for an identified program and will be forwarded to you, as applicable, by the Department of Children and Families, Office of Contract Administration.

(Please Note: Effective 9/2011 Section 2.1 of the Annex A has been removed from the package to facilitate the DCF Resource Directory. This section of the Annex A will be provided to you for completion by DCF Contract Administrators.)

SECTION 2

Program Description and Service Delivery Information

One set is completed for each contracted program/component. Make additional copies as necessary. They can also be downloaded from the Office of Contract Administration website at www.nj.gov/dcf and clicking on the link to "Contract and RFP Information".

Section 2.1: Program Name and Service Delivery Information

Effective 9/1/2011, Section 2.1 has been removed from the Standardized Annex A. DCF has reformatted Section 2.1 in order to facilitate the establishment and ongoing maintenance of a DCF Resource Directory. Your DCF Contract Administrator will email a partially completed Section 2.1 for each contract component to your agency at the time of contract renewal. The Section 2.1 form is still a required document and a part of a complete Annex A submission. Please remember to email the completed Section 2.1 to your Contract Administrator(s) as part of your Annex A submission(s).

Section 2.2: Program Description

Answer and clearly label all questions as outlined.

Note: Questions asked may not be all inclusive. You will be notified of any other Required Program Description and Deliverables for your specific program, as applicable, to complete your contract package.

Section 2.3: Performance Outcomes

This section should be negotiated with the managing Contract Office and program staff, where applicable, prior to inclusion in the contract package.

Section 2.4: Program Personnel Information Sheet

Note: If agency is contracted for 5 programs, and a social worker works in all of these programs, list this person on the core agency personnel sheet (Section 1.3). If the social worker works in only four out of the five programs, do not include this person on the core agency personnel sheet. This staff person will be listed on each of the four relevant program personnel sheets (Section 2.4) which is part of Section 2.

Column 1: List all full-time and part-time positions dedicated to and funded by **each program**. List the title of each full-time and part-time position in your agency. Check appropriate box.

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

- Name of employee
- Work hours (general-not specific to program)
- Indicate percentage of employee's compensated time that is dedicated to the program
(*Example: If the employee is a social worker who works for 4 of the 5 agency's funded programs, then the employee's time should be apportioned, as such*)

- Qualifications, including degrees, licenses, certificates, etc. that the employee possesses and which are pertinent to his/her position; and
- The functional job duties of the employee

Note: Staff listed on the personnel information forms (Section 1.3 and Section 2.4) must also be represented on the Annex B budget presentation, when applicable.

Section 2.5: Level of Service Form

A monthly contracted level of service chart is to be completed for each program/component, if applicable. One program might require several LOS forms to be completed which can be downloaded from the website. This will be indicated to you by the Contract Administrator and/or in the renewal/award letter.

The information on this form is usually utilized as a reference/source document when completing reporting forms during the contract term, when required by DCF.

Service Type: Per service dictionary, contact your contract administrator (i.e. individual counseling, residential placement, legal assistance, transportation)

Description of Unit Measurement: Indicate what is being used as the measurement for monthly Contracted Level of Service (CLOS), (i.e. beds, rides, sessions, hours)

Number of Contracted Slots/Units: Numbers should reflect unduplicated service counts. Unduplicated service counts refers to the practice of counting a customer receiving services only once within a service cycle.

Refer to Annex B2 and or Renewal/Award Letter for this number. (i.e. # of beds, # of rides, # of sessions, # of hours)

Annualized Units: Equivalent to the Annual Total under Column 3 on chart.

Column 1: Select Month from drop down menu. Month 1 should reflect 1st month of Contract.

Column 2: Indicate Actual Number of Expected Days of Service or Units Per Month.

Column 3: Indicate total Contracted LOS per month, this could be 'Days of Service' multiplied by Number of Contracted Slots/Units per month or equivalent to number listed in Column 2.

Annual Totals: This number will equal annualized number of units to be contracted per program type.

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Annex A
PROGRAM DESCRIPTION
Section 2.2

Program Name: Childrens Interagency Coordinating Council - Ciacc

Please note that additional information/addenda may be required in order to complete the contract package. Any specific requirements/stipulations pertaining to the program will be forwarded as applicable.

Label all answers clearly as outlined below:

1. Provide a brief program/component description and its purpose. The description should reflect the program requirements set forth in the initial RFP and any changes that may have resulted from negotiations.

The Childrens InterAgency Coordinating Council provides a forum to develop, review, redirect and discuss the local system of care services for children with social, emotional and behavioral challenges. Providing information to county government and the State of NJ on the needs facing our commnity in County of Gloucester.

2. Identify the target population served by this program/component (i.e. individuals who have been unemployed for the past 6-12 months).
 - Indicate the program's level of experience with the target population.
 - Provide a brief outline or snapshot of the characteristics, needs, and current circumstances of the customers the program intends to serve.
 - Explain how these customers are distinct in any way from the general population. It is generally viewed as a sign of strength when a program is able to identify the population that will benefit the most from the services provided.

The CIACC serves as a mechanism that advocates for a responsive, accessible and integrated system of care for children ages 0 to 18 years, who are challenged by an emotional and/or behavioral diagnosis and their families and for young adults, ages 18 to 21 years who are moving to the adult system of care.

3. Detail what the program intends to address through service delivery. State the results the program intends to achieve.

The CIACC provides a forum to:

Advise the State of NJ and County Government of the local needs of children with emotional and/or behavioral diagnosis.

Program Description cont.

Provide the County with multi-disciplinary approach to review and discuss the system of services for children with special emotional and behavioral needs.

Identify barriers to effective services and seek services solutions and make appropriate recommendations on programs and policies effecting these children.

4. Describe the program service delivery method (i.e. in the community, on site).

CIACC does not provide direct services.

5. Detail how customers access services.

- Cite any physical limitations that might preclude program admission or referral acceptance
- Discuss referral procedures and discharge planning with respect to the continuum of care
- Cite negative and planned discharge procedures
- Indicate specific documents needed for referrals, when applicable

CIACC does not provide direct services

6. Describe the neighborhood(s) and the building(s) where each program site(s) is located. Detail accessibility to mass transportation. Identify the program catchment area.

Not Applicable

7. Detail the program's emergency procedures. Provide any after-hours telephone numbers, emergency contacts, and special instructions.

Not Applicable

8. Provide the total number of unduplicated customers served in the previous contract period for each of the contracted programs. Unduplicated customers refers to the practice of counting a customer receiving services only once within a service cycle.

- Indicate the number of unduplicated customers achieving results.
- Indicate how the information was captured and measured.

Not Applicable

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Annex A
PERFORMANCE OUTCOMES
Section 2.3

Program Name: Children Inter Agency Coordinating Council

For each program component please identify: goals, objectives, activities, and performance outcomes, using the following definitions and the chart below.

GOALS:

Goals are statements detailing the long term, ongoing aims or intentions of each program component. Goals do not have a specific time limit but are designed to produce the desired results over an extended time period. Achievement of goals may reach beyond the contract period.

OBJECTIVES:

Objectives are statements detailing the desired results of day to day activities. These are short term milestones to be achieved during the contract period. Objectives are reflective of the long term goals of the program component and ideally lead to achievement of those goals. Objectives have defined time limits and measurable results.

ACTIVITIES:

Activities are tasks performed to achieve identified objectives. These should be observable and/or measurable.

PERFORMANCE OUTCOMES:

Performance outcomes are the identified, quantifiable impact results of the program component on the target population. They should be tied to the program goals rather than to each objective or activity. Performance outcomes may be attainable during the contract period or it may be necessary to track their attainment over a longer period of time.

Contract Number:

Children Inter Agency Coordinating Council

Program Name:

PERFORMANCE OUTCOMES

GOALS	OBJECTIVES				ACTIVITIES				PERFORMANCE OUTCOMES
	1.	2.	3.	4.	1.	2.	3.	4.	
1. To plan and coordinate the Childrens System of Care	1.	Provide a method for coordination of the childrens system of care			1.	4 county CIACC meetings			1. To maintain a forum to develop, review, redirect and discuss the local system of care serTo maintain a forum to develop, review, redirect and discuss the local system of care services for children with social, emotional and behavioral challenges. Providing information to county government and the State of NJ on the needs facing our community in Gloucester.v
	2.	Increased services collaboration among services providers			2.	4 Tri County CIACC meetings			
	3.				3.	Assessment of Needs			
	4.				4.				
	5.				5.				
2.	1.				1.				2.
	2.				2.				
	3.				3.				
	4.				4.				
	5.				5.				
3.	1.				1.				3.
	2.				2.				
	3.				3.				
	4.				4.				
	5.				5.				
4.	1.				1.				4.

		2.		2.	
		3.		3.	
		4.		4.	
		5.		5.	
		1.		1.	
		2.		2.	
		3.		3.	
		4.		4.	
		5.		5.	
5.					5.

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DEPARTMENT OF CHILDREN AND FAMILIES
Annex A
PROGRAM PERSONNEL INFORMATION
Section 2.4

Program Name:	Class	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		% OF TIME TO PROGRAM	QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
				FROM	TO			
<input type="checkbox"/> FT <input type="checkbox"/> PT						%		
<input type="checkbox"/> FT <input type="checkbox"/> PT						%		
<input type="checkbox"/> FT <input type="checkbox"/> PT						%		
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STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
Annex A
PROGRAM PERSONNEL INFORMATION
Section 2.4 Continued

Program Name: _____ Ciacc _____

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		% OF TIME TO PROGRAM	QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO			
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
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<input type="checkbox"/> FT <input type="checkbox"/> PT					%		

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**Annex A
LEVEL OF SERVICE
Section 2.5**

Program/Component Name: Ciacc
Service Type: Administration/Planning
Description of Unit Measurement: Planning
Number of Contracted Slots/Units:
Number of Annualized Units:

Numbers should reflect unduplicated service counts

	1	2	3
	MONTH	MONTHLY SERVICE DAYS OR UNITS	MONTHLY CONTRACT LOS
1	January	0	0
2	February	0	0
3	March	0	0
4	April	0	0
5	May	0	0
6	June	0	0
7	July	0	0
8	August	0	0
9	September	0	0
10	October	0	0
11	November	0	0
12	December	0	0
	ANNUAL TOTALS	0	0

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

STANDARD LANGUAGE DOCUMENT
FOR SOCIAL SERVICE AND TRAINING CONTRACTS

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

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

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

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

I. DEFINITIONS

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

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

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

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

Department means the New Jersey Department of Children and Families. It means, where appropriate from the context, the Division, Commission, Bureau, Office, Unit or other designated component of the Department of Children and Families responsible for the administration of particular Contract programs.

Departmental Component means the Division, Bureau, Commission, 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.

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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 (also Provider) means the public or private organization which has a social service or training Contract with the Department.

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

II. BASIC OBLIGATIONS OF THE DEPARTMENT

Section 2.01 Payment. As established in the Annex(es), payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the Department in accordance with the time frames specified in the Annex(es). Total payments shall not exceed the maximum Contract amount, if any, specified in the Annex(es). All payments authorized by the Department under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.13 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 and within the stated time parameters. The reporting frequency and due date(s) are specified and sample forms to be used are included in the Annex(es), or otherwise made available by the Departmental Component.

Section 3.03 Compliance with Laws. The Provider Agency agrees in the performance of this Contract to comply with all applicable federal, State and local laws, rules and regulations (collectively, "laws"), including but not limited to the following:

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- a. State and local laws relating to licensure; federal and State laws relating to safeguarding of client information;
- b. The federal Civil Rights Act of 1964 (as amended);
- c. P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive orders pertaining to affirmative action and nondiscrimination in public contracts;
- d. The New Jersey Law Against Discrimination (LAD) (N.J.S.A. 10:5-1 et seq.)
- e. The federal Equal Employment Opportunity Act;
- f. Section 504 of the federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap, and regulations thereunder;
- g. The Americans With Disabilities Act (ADA), 42 U.S.C. 12101 et seq.; and
- h. Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b)

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 Statues. DCF is a covered entity pursuant to the Health Insurance Portability and Accountability Act 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 Children and Families Business Associate Agreement (BAA). A Provider Agency, whose work under this Contract does not involve PHI is not required to execute a BAA. DCF 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 an individual'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 a Provider Agency's use from the Department. If the BAA is breached by

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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 individual and shall not disclose these Records except where disclosure is consistent with applicable Department statute and regulations and the BAA, if any.

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) and all limited partnerships, limited liability companies, and limited liability partnerships must submit annual reports and associated processing fees (annual business registration) to the Division of Revenue, Department of the Treasury commencing with the year after they file for their Certificate of Incorporation with the State of New Jersey. No State Agency may Contract with a Provider Agency if the Provider has not filed for its incorporation papers or filed its annual business registration. Furthermore, no Provider Agency that Contracts with the Department shall enter into any subcontract unless the subcontractor can demonstrate that it is incorporated in the State of New Jersey or its annual business registration is current, and follows the provisions prescribed in this Standard Language Document. Failure to comply with this paragraph or the above-referenced citation will result in cause for the Department to Terminate this Contract.

Section 3.06 Set-Off for State Tax and Child Support. Pursuant to N.J.S.A. 54:49-19, if the Provider 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 any 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 Provider that shifts its activities outside the United States and its constituent Commonwealths and territories without prior

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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 be deemed to be in breach of Contract which would be subject to Termination by the Department.

Section 3.08 Provider Certification and Disclosure of Political Contributions.

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

N.J.S.A. 19:44A-20.13 to 19:44A-20.25, that codified Public Law 2005, Chapter 51 and Executive Order 134, and Executive Order 117, requires 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 Provider 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 Provider for a period of up to five years.

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

- a. The Provider Agency and any subcontractor(s) will not discriminate against any client, employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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- b. Except with respect to affectional or sexual orientation and gender identity or expression, the Provider will take affirmative action to ensure that such applicants are recruited and employed by DCF contracted agencies.
- c. The Provider Agency will ensure that equal opportunity is afforded to all employees in recruitment and employment, and that all employees are treated equally during employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, disability, nationality or sex. Such action shall include, but not be limited to the following:
- Employment;
 - Upgrading;
 - Demotion, or transfer;
 - Recruitment or recruitment advertising;
 - Layoff or termination;
 - Rates of pay or other forms of compensation; and
 - Selection for training, including apprenticeship.
- d. The Provider Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- e. The Provider Agency and subcontractor(s), in all solicitations or advertisements for employees placed by or on behalf of the Provider shall state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- f. The Provider Agency and subcontractor(s) will send a notice to each labor union or representative with which it has a collective bargaining agreement, other contract, or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Provider's commitments under this act and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
- g. The Provider Agency and subcontractor(s) agree to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A.10:5-31 *et seq.* as amended and supplemented from time to time and the Americans with Disabilities Act.
- h. The 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

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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.

- i. The Provider Agency or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- j. 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 State and federal law and applicable State and federal court decisions.
- k. 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.
- l. The Provider Agency and its subcontractors shall furnish such reports or other documents to the Department from time to time in order to carry out the purposes of these regulations, and the Department shall furnish such information to the Department of Treasury, Division of Contract Compliance and EEO, as may be requested by the DCF for conducting a compliance investigation pursuant to Subchapter 10 of N.J.A.C.17:27.

Section 3.10.1 Anti-Discrimination Provisions. Pursuant to N.J.S.A. 10:2-1, during the performance of this Contract, the Provider Agency agrees as follows:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

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- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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;

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- d. Comparison of actual outlays with budgeted amounts for this Contract and for any other contract, grant, program or other activity administered by the Provider Agency;
- e. Accounting records supported by source documentation;
- f. Procedures to minimize elapsed time between any advance payment issued and the disbursement of such advance funds by the Provider Agency; and
- g. Procedures consistent with the provisions of any applicable Departmental policies and procedures for determining the reasonableness, allowability, and allocability of costs under this Contract.

Section 3.13 Audit. The Department requires submission of the Provider Agency's annual organization-wide audit. Non-compliance is grounds for Termination.

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

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

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

The Provider Agency shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

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

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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 Provider must pay the prevailing wages to each designated worker class engaged under the Contract at wage rates determined by the U.S. Secretary of Labor.

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

Section 3.15 Contract Closeout. The Provider Agency shall comply with all requirements of Department Policy: DCF.P7.01 Contract Closeout. This includes the prompt submittal of the final Report of Expenditures and any other financial or programmatic reports required by the Department. All required documentation is due within 120 days of Contract Expiration or Termination.

IV. TERMINATION

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

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

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

Section 4.02 Default and Termination for Cause. If the Provider Agency fails to fulfill or comply with any of the terms or conditions of the Contract, in whole or in part, the Department may by Notice place the Provider Agency in default status, and take any action(s) listed in accordance with Department Policy DCF.P9.05, Contract Default. Notice shall follow the procedures established in the policy.

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

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

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

The Provider Agency and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.13 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.) and the Law Against Discrimination (LAD) (N.J.S.A. 10:5-1 et seq.).

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

- a. Approve the assignment and continue the Contract to term;
- b. Approve the assignment conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the Department; or
- c. Disapprove the assignment and either terminate the Contract or continue the Contract with the original Provider Agency.

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

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

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

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

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

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

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

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

Section 5.09 Recognition of Cultural Sensitivity. The Provider Agency agrees in the performance of this Contract to be sensitive to the needs of the minority populations (as described in section 3.10a of this policy) of the State of New Jersey. This sensitivity

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includes the employment, if possible, of a culturally diverse staff that can communicate with, and be representative of the entire community it serves.

The Provider Agency shall make programs linguistically appropriate and culturally relevant to underserved minority groups within the community. Appropriate accommodations for services shall be developed and maintained for those minority individuals who are deprived of reasonable access to those services due to language barriers or ethnic, affectional, and cultural differences. In addition, Provider Agencies shall make certain that all programs and services are reflective of the demographic needs of the community, while providing all minorities (as described in section 3.10a of this policy) the opportunity to experience any and all available social services irrespective of their ethnic, affectional, or cultural heritage.

Section 5.10 Copyrights. The Department of Children and Families reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use any work or materials developed under a Department or federally funded Contract or subcontract. The Department also reserves the 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 closeout reveals that the Provider Agency has failed to comply with the terms and/or conditions of this Contract, the Department reserves the right to make all financial and/or 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 recognizes and agrees 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 to 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 allows employees to organize themselves into a collective bargaining unit.

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

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

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

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

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

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

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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.

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

BY: _____
(Signature)

Robert M. Damminger

(Type)

TITLE: Freeholder Director
(Type)

BY: _____
(Signature)

(Type)

TITLE: _____
(Type)

PROVIDER AGENCY: Gloucester County
H.S.A.C.

DEPARTMENTAL COMPONENT: DCSOC/DCF

DATE: _____

DATE: _____

Contract Effective Date: January 1, 2014

Contract Expiration Date: December 31, 2014

Contract Number: 14OEHR

Contract Ceiling: \$38,442

Federal ID#: 21-6000660

Provider Contact Individual: Calvin McFarland



**Department of Children and Families
Disclosure Certification for Lobbyist Activities
April 2, 2008**

A lobbyist is "any person, partnership, committee, association, corporation, labor union or any other organization that employs, engages or otherwise uses the services of any governmental affairs agent to influence legislation, regulation or governmental processes."

"Governmental processes is defined "as any attempt to help a represented entity or group to engage in communication with, or to secure information from, an officer or staff member of the Executive Branch of State Government, authorized by law to administer governmental processes or perform other functions related, or perform any other functions related to such processes."

Governmental processes shall include but are not limited to the "promulgation of any executive order; rate setting; development, negotiation, award, modification or cancellation of a public contract; issuance, denial, modification, renewal, revocation or suspension of licenses or waivers; procedures for purchasing; rendition of addition of administrative determinations."

Part I: Certification

I hereby certify that no DCF contract funds are being used to contract and/or retain any person or party for Lobbyist activities. This includes amounts charged to General and Administrative Costs (G&A).

Part II: Disclosure

I hereby certify that the following costs are being charged to the current DCF contract for persons or parties involved in lobbying activities. This includes amounts charged to G&A costs with the below persons or parties for lobbyist activities.

Name	Employee or Consultant	Address	Current DCF Contract Cost

Gloucester County Board of Freeholders

Agency Name

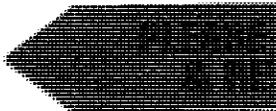
Freeholder Director

Print Name
Robert Damminger

Title

Authorized Signature

Date



BUSINESS ASSOCIATE AGREEMENT AMENDING
CONTRACT 14OEHR
between the New Jersey Department of Children and Families
and Gloucester County Department of Human Services—HSAC

This Business Associate Agreement sets forth the responsibilities of Gloucester County Department of Human Services – HSAC with an address of 115 Budd Boulevard, Route 45 & Budd Boulevard, Woodbury, NJ 08096 and the New Jersey Department of Children and Families, Division of Youth and Family 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 an Amendment to the Underlying Contract 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 the Underlying Contract.
 - 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.

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and Gloucester County Department of Human Services—HSAC

- i. *Secretary*: “Secretary” shall mean the Secretary of the United States Department of Health & Human Services or his/her designee.
 - j. *Underlying Contract*: “Underlying Contract” shall mean the agreement between Covered Entity and Business Associate for social service planning, designated as Contract 12ANHS.
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.

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between the New Jersey Department of Children and Families
and Gloucester County Department of Human Services—HSAC

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 or 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 G 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

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between the New Jersey Department of Children and Families
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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 H 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

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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 4/14/03 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 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

BUSINESS ASSOCIATE AGREEMENT AMENDING
CONTRACT 14OEHR
between the New Jersey Department of Children and Families
and Gloucester County Department of Human Services—HSAC

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.

BUSINESS ASSOCIATE AGREEMENT AMENDING
CONTRACT 14OEHR
between the New Jersey Department of Children and Families
and Gloucester County Department of Human Services—HSAC

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 superseded by a revised Business Associate Agreement executed between the parties after the effective date of this Agreement.
3. *Survival.* The respective rights and obligations of Business Associate and Covered Entity under Section D, "*Term of Business Associate Agreement and Termination of Underlying Contract and Business Associate Agreement*", above, shall survive the termination of the Underlying Contract. The respective rights and obligations of Business Associate and Covered Entity under Section E, "*Indemnification*", and Section B(11), "*Internal Practices*", above, shall survive the termination of this Agreement or the Underlying Contract.
4. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and HIPAA, as it may be amended or interpreted by a court of competent jurisdiction.
5. *No Third Party Beneficiaries.* Nothing expressed or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Business Associate and Covered Entity, and any successor state agency to Covered Entity, any rights, remedies, obligations or liabilities whatsoever.
6. *Notices.* Any notices to be given hereunder shall be made via Regular and Certified US Mail, Return Receipt Requested, and if possible, by facsimile to the addresses and facsimile members listed below:

Business Associate: Gloucester County Department of Human Services —
HSAC

115 Budd Boulevard, Route 45 & Budd Boulevard

Woodbury, NJ 08096

Facsimile # (856) 384-0207

BUSINESS ASSOCIATE AGREEMENT AMENDING
CONTRACT 14OEHR
between the New Jersey Department of Children and Families
and Gloucester County Department of Human Services—HSAC

Covered Entity: 1. Privacy Officer
DCF HIPAA Privacy Officer
Office of Licensing and Legal Affairs
222 South Warren Street, 3rd Floor
P.O. Box 729
Trenton, NJ 08625-0729

Facsimile # 609-292-2547

2. Office of Contract Administration
50 E. State Street, 7th floor
P. O. Box 717
Trenton, NJ 08625-0717

Facsimile # 609-943-3001

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. Damminger

Printed Name

Title

Freeholder Director

Title

DCF/CSOC

Department/Division

Gloucester Cnty Dept of Human Services—HSAC

Agency

Date

Date

(Rev. 3/08)

8



**New Jersey State Policy Prohibiting
Discrimination in the Workplace**

AND

**Procedures for Processing Internal Complaints Alleging
Discrimination in the Workplace**

ACKNOWLEDGEMENT OF RECEIPT

The State of New Jersey is committed to providing every employee with a workplace free from unlawful discrimination.

The "New Jersey State Policy Prohibiting Discrimination in the Workplace" (*State Policy*) applies to state employees and agencies. This policy applies to both conduct that occurs in the workplace and conduct that occurs at any location which can be reasonably regarded as an extension of the workplace (any field location, any off-site business-related social function, or any facility where State business is being conducted and discussed). This policy is being distributed to State-wide vendors/contractors with whom a State agency has a direct relationship. Vendors/contractors are requested to become familiar with the policy, and with the "Procedures for Internal Complaints Alleging Discrimination in the Workplace" (*Procedures*).

Any questions you may have about the *State Policy* or *Procedures* should be directed to Jillian Hendricks, Director of the Office of EEO/AA at 609-888-7177, or an email sent to dcfeeo@dcf.state.nj.us.

Please sign this Acknowledgement of Receipt form to confirm receipt of the updated *State Policy* and *Procedures*. Please return this form to:

Department of Children and Families
Office of Equal Employment Opportunity and Affirmative Action
50 East State Street, 4th Floor
P. O. Box 717
Trenton, NJ 08625-0717

Agency Name: COUNTY OF GLOUCESTER

Agency Address: PO BOX 337

WOODBURY NJ, 08096

Director/CEO Name (Print): ROBERT DAMMINGER

Title: FREEHOLDER DIRECTOR

Signature of Director/CEO:

Date of Signature:

Revised 7/9/2012

E3

RESOLUTION AUTHORIZING EXECUTION OF GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES DIVISION OF YOUTH AND FAMILY SERVICES FOR THE 2014 HUMAN SERVICES PLANNING GRANT, FOR A TOTAL AMOUNT OF \$73,704.00, WITH THE STATE'S SHARE BEING \$67,004.00 AND THE COUNTY SHARE BEING \$6,700.00

WHEREAS, on November 6, 2013, the Gloucester County Board of Chosen Freeholders approved a resolution authorizing application for the "FY2014 Human Services Planning Grant" to the New Jersey Department of Children and Families Division of Youth and Family Services to provide four separate programs consisting of support to the Human Services Advisory Council (HSAC) and provide administrative support to the Commission on Missing and Abused Children and provides support to a joint effort between the G.C. Department of Health and Senior Services and the G.C. Department of Human Services for the "Prevention of Adolescent Pregnancy Program"; and

WHEREAS, the County is eligible to receive a total amount of \$73,704.00 (\$67,004.00 State Share and \$6,700.00 County Share), from January 1, 2014 to December 31, 2014 under the "FY2014 Human Services Planning Grant" from the New Jersey Department of Children and Families, Division of Youth and Family Services; and

WHEREAS, any funding by the County of Gloucester is contingent on approval of the 2014 Gloucester County budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the Grant Agreement for the "FY2014 Human Services Planning Grant from the New Jersey Department of Children and Families, Division of Youth and Family Services, in the total amount of \$73,704.00 (\$67,004.00 State Share and \$6,700.00 County Share), from January 1, 2014 to December 31, 2014 and if any additional funding is awarded due to the failure of any other eligible counties, all such additional funding will be used only for a program providing support to the HSAC and for support of the Commission on Abused and Missing Children and the Prevention of Adolescent Pregnancy Program.

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

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 27, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

E3

Contract Number: 14ANHS

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A
AGENCY/ORGANIZATION DESCRIPTION
Section 1.2

Complete a 1-2 page summary of the organization and its history. Clearly label your answers as outlined below.

1. Summarize the agency's purpose and mission.
 - Indicate long and short term goals
 - Identify the agency's method for goal measurement

The Gloucester County Human Services Advisory Council (HSAC) serves in an advisory capacity to the Board of Chosen Freeholders (who appoint its members) and to the New Jersey Department of Children and Families. The advice provided by the HSAC centers around issues relating to planning, development, resource allocation, coordination and the monitoring of human service needs in the county.

In order to fulfill the advisory role to the County and State governments, the HSAC has outlined the following objectives:

- A. Improve Administrative and Service Efficiency
 1. Continue the use and the implementation of performance standards in the Management Assistance Program, reviewing all purchase of service contracts.
 2. Based on local needs and available resources, influence the use of dollars and said resources to provide the best quality of services possible.
 3. Review and comment on human service proposals, attempting to fill gaps in service and promote new and/or innovative services approaches.
 4. Use comprehensive planning as a management tool to develop resource allocation plans designed to improve service delivery.
- B. Improved Relationship with the State
 1. Improved communication and coordination related to planning, review, policy setting and evaluation.

2. Work with the NJ Department of Children and Families to clarify the respective roles of County and State with respect to planning, policy setting and evaluation.
3. Encourage citizen's participation in planning for health and human services in the public/private sectors.

C. Protection of vulnerable and Disabled Populations

1. Address the problems of child abuse and missing within Gloucester County through the following activities:
 - a) Arrange education programs for parents and children.
 - b) Provide information concerning the available services in the County and State.
 - c) Coordinate the provision of services and programs concerning child abuse and missing children offered in Gloucester and neighboring counties.
2. Consistent with State target population and service policies, local human service representatives will identify the most needy/disabled populations and the most essential services within the County.
3. To facilitate the development of specialized services that define present and future agency roles and responsibilities for serving vulnerable target populations and high priority target problems.

2. Describe the agency's progress toward achieving administrative goals from the previous year. Elaborate upon any administrative, programmatic, or fiscal changes from the previous contract period.

The Gloucester County HSAC will work toward achieving its goals and responsibilities thru its establishment of the following council objectives:

A. Comprehensive Planning

1. Develop, implement and update the comprehensive Human Services plans pursuant to the guidelines issued by the NJ Department of Children.

Agency/Organization Description continued

2. Thru the County Homeless Continuum of Care System oversee the development, implementation and update in accordance with the guidelines and timetables issued by the NJ Departments of Human Services and Community Affairs.
3. Facilitate and participate in planning process regarding the impact of Federal Block Grant policies on State-funded human services in accordance with guidelines issued by the NJ Department of Children.
4. Review and comment on information regarding the State of NJ budget as requested by the NJ Department of Children and Families.

B. Allocation of Resources

1. Through a County based process, develop plans for those funding streams that are designated to go through the Human Services Advisory Council by the NJ Department of Children and Families or its Divisions.

C. Review of Contracts

1. Participate in the annual review of local NJDCF contracts and site reviews of funded agencies, as requested and provide recommendations for their contract renewal or modifications. Participate in the mediation of correction or technical assistance by NJDCF or its Divisions. Follow-up on plan implementation as needed.

3. Describe the Agency's self-evaluation process.

- Identify the tools used
- Explain their function in the quality improvement process
- Summarize the results of the evaluation from the previous contract period and the changes the agency implemented in response to the findings

The Gloucester County HSAC will submit a quarterly narrative report which will provide descriptions of activities in comprehensive planning, resource allocation, SSBG contract review and other special initiative/activities up by the HSAC.

Agency/Organization Description continued

The G.C. HSAC will self-evaluate this contract based on Levels of Service (LOS) outlined below as well as information contained on the quarterly narrative reports.

Levels of Service

A. Planning

1. Review, comment and inform the community about information regarding the State/Federal budgets as requested by the NJ Department of Children and Families.
2. If necessary provide an update on implementation of County Priority Populations Plan to NJDCF by July 1 and December 31, 2012.
3. County Homeless Planning: Continue to develop service and funding priorities for Social Services for the Homeless funding based on the assessment and review of services needs and programs recommended by Council.
4. Educate agencies, consumers, and the general community, on the Department's initiatives in the community.
5. Participate in the development of the reauthorization of N.J.A.C. 10:2 State Regulations.

B. Resource Allocation

Develop, submit and implementation plans for program development or funding reallocations or efficiencies as requested by the State of NJ Departments or their Divisions, or as deemed necessary by the county in coordination with NJDCF and in accordance with the N.J. Administrative Code 10:2(b)

C. Resource Information

Ensure availability, accessibility and periodic updates of a comprehensive human directory of programs and services for residents of the county. This may include electronic documents, websites, pamphlets, flyers, etc.

D. Contract Review

Participate in the annual review of local NJDCF contracts and site reviews of funded agencies, as requested and provide recommended for their contract renewal or modification. Participation in the mediation of correction or technical assistance by the NJDCF or its Division, Follow up on plan implementation as needed.

4. Provide a brief description of the agency's most significant accomplishment to date.

Submission of the 2010 G.C. Needs Assessment and Resource Inventory to the NJ Department of Children and Families.

Submission of the 2013 the G.C. Homelessness Continuum of Care Application to US. Department of Housing and Urban Development.

Completion of the 2013 Annual Homelessness Assessment Report for US Department of Housing and Urban Development.

Submission of the 2012-2013 Spending Plan for The Emergency Food and Shelter Grant to the Federal Emergency Management Agency.

Completion of the 2013 Point in Time Homelessness Survey.

On Going monitoring and contract review of County SSBG, Social Services for the Homeless and Emergency Food and Shelter Grant contracts for FY 2013.

Yearly update of the G.C. Teen Services Guide thru the G.C. Commission on Missing and Abused Children.

Development of funding and contract recommendations for the FY2013 Social Services for the Homeless Grant

5. Explain how the agency collaborates and/or networks with other public and private agencies to serve children and families in the community. Elaborate upon agency outreach efforts.

The G.C. HSAC members and staff are involved with various state and local boards and commissions. Some of the local boards are staffed by fellow employees within The G.C. Department of Human Services. This allows the G.C. HSAC to act as a informational forum on issues of concern to our residents.

Agency/Organization Description continued

Topics can be discussed and information used to educate our local, state and federal legislators of the human services needs within the county.

- 6. Identify any inter-agency agreements regarding the acceptance of referrals and discharge planning, with respect to the continuum of care. Please include copies of any consultant agreements and/or copies of subcontracts.**

None at this time

- 7. Cite any staffing patterns, environmental accommodations, and practices employed by the agency that reflect an appreciation and respect for the needs and diversity of the customers served.**

The HSACs membership is based on the social, racial and economic make up of the County of Gloucester. Meetings are held in handicapped accessible locations. Advertised in accordance with the Sun Shine regulations and operated in accordance with Roberts Rules of order.

- 8. Describe the agency's approach to staff training and development.**

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A
CORE AGENCY PERSONNEL INFORMATION
Section 1.3

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO		
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Program Analyst	Rick Gaydos	7:30	3:30	BA	HSAC Lead Staff
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Unknown	To Be Hired	8:30	4:00	BA	CEAS Staff
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Accountant	Donna Cuccetta	8:30	4:00	BA	Bookkeeper
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Clerical	Alicia Brannan	8:30	4:00		Clerical Supprt
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SECTION 2

PROGRAM INFORMATION

*The following four parts must be completed
for
each individual
contracted program/component*

Please note that additional requirements or stipulations may be necessary for an identified program and will be forwarded to you, as applicable, by the Department of Children and Families, Office of Contract Administration.

(Please Note: Effective 9/2011 Section 2.1 of the Annex A has been removed from the package to facilitate the DCF Resource Directory. This section of the Annex A will be provided to you for completion by DCF Contract Administrators.)

SECTION 2

Program Description and Service Delivery Information

One set is completed for each contracted program/component. Make additional copies as necessary. They can also be downloaded from the Office of Contract Administration website at www.nj.gov/dcf and clicking on the link to "Contract and RFP Information".

Section 2.1: Program Name and Service Delivery Information

Effective 9/1/2011, Section 2.1 has been removed from the Standardized Annex A. DCF has reformatted Section 2.1 in order to facilitate the establishment and ongoing maintenance of a DCF Resource Directory. Your DCF Contract Administrator will email a partially completed Section 2.1 for each contract component to your agency at the time of contract renewal. The Section 2.1 form is still a required document and a part of a complete Annex A submission. Please remember to email the completed Section 2.1 to your Contract Administrator(s) as part of your Annex A submission(s).

Section 2.2: Program Description

Answer and clearly label all questions as outlined.

Note: Questions asked may not be all inclusive. You will be notified of any other Required Program Description and Deliverables for your specific program, as applicable, to complete your contract package.

Section 2.3: Performance Outcomes

This section should be negotiated with the managing Contract Office and program staff, where applicable, prior to inclusion in the contract package.

Section 2.4: Program Personnel Information Sheet

Note: If agency is contracted for 5 programs, and a social worker works in all of these programs, list this person on the core agency personnel sheet (Section 1.3). If the social worker works in only four out of the five programs, do not include this person on the core agency personnel sheet. This staff person will be listed on each of the four relevant program personnel sheets (Section 2.4) which is part of Section 2.

Column 1: List all full-time and part-time positions dedicated to and funded by **each program**. List the title of each full-time and part-time position in your agency. Check appropriate box.

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

- Name of employee
- Work hours (general-not specific to program)
- Indicate percentage of employee's compensated time that is dedicated to the program
(Example: If the employee is a social worker who works for 4 of the 5 agency's funded programs, then the employee's time should be apportioned, as such)

- Qualifications, including degrees, licenses, certificates, etc. that the employee possesses and which are pertinent to his/her position; and
- The functional job duties of the employee

Note: Staff listed on the personnel information forms (Section 1.3 and Section 2.4) must also be represented on the Annex B budget presentation, when applicable.

Section 2.5: Level of Service Form

A monthly contracted level of service chart is to be completed for each program/component, if applicable. One program might require several LOS forms to be completed which can be downloaded from the website. This will be indicated to you by the Contract Administrator and/or in the renewal/award letter.

The information on this form is usually utilized as a reference/source document when completing reporting forms during the contract term, when required by DCF.

Service Type: Per service dictionary, contact your contract administrator (i.e. individual counseling, residential placement, legal assistance, transportation)

Description of Unit Measurement: Indicate what is being used as the measurement for monthly Contracted Level of Service (CLOS), (i.e. beds, rides, sessions, hours)

Number of Contracted Slots/Units: Numbers should reflect unduplicated service counts. Unduplicated service counts refers to the practice of counting a customer receiving services only once within a service cycle.

Refer to Annex B2 and or Renewal/Award Letter for this number. (i.e. # of beds, # of rides, # of sessions, # of hours)

Annualized Units: Equivalent to the Annual Total under Column 3 on chart.

Column 1: Select Month from drop down menu. Month 1 should reflect 1st month of Contract.

Column 2: Indicate Actual Number of Expected Days of Service or Units Per Month.

Column 3: Indicate total Contracted LOS per month, this could be 'Days of Service' multiplied by Number of Contracted Slots/Units per month or equivalent to number listed in Column 2.

Annual Totals: This number will equal annualized number of units to be contracted per program type.

SECTION 2

PROGRAM INFORMATION

*The following four parts must be completed
for
each individual
contracted program/component*

Please note that additional requirements or stipulations may be necessary for an identified program and will be forwarded to you, as applicable, by the Department of Children and Families, Office of Contract Administration.

(Please Note: Effective 9/2011 Section 2.1 of the Annex A has been removed from the package to facilitate the DCF Resource Directory. This section of the Annex A will be provided to you for completion by DCF Contract Administrators.)

SECTION 2

Program Description and Service Delivery Information

One set is completed for each contracted program/component. Make additional copies as necessary. They can also be downloaded from the Office of Contract Administration website at www.nj.gov/dcf and clicking on the link to "Contract and RFP Information".

Section 2.1: Program Name and Service Delivery Information

Effective 9/1/2011, Section 2.1 has been removed from the Standardized Annex A. DCF has reformatted Section 2.1 in order to facilitate the establishment and ongoing maintenance of a DCF Resource Directory. Your DCF Contract Administrator will email a partially completed Section 2.1 for each contract component to your agency at the time of contract renewal. The Section 2.1 form is still a required document and a part of a complete Annex A submission. Please remember to email the completed Section 2.1 to your Contract Administrator(s) as part of your Annex A submission(s).

Section 2.2: Program Description

Answer and clearly label all questions as outlined.

Note: Questions asked may not be all inclusive. You will be notified of any other Required Program Description and Deliverables for your specific program, as applicable, to complete your contract package.

Section 2.3: Performance Outcomes

This section should be negotiated with the managing Contract Office and program staff, where applicable, prior to inclusion in the contract package.

Section 2.4: Program Personnel Information Sheet

Note: If agency is contracted for 5 programs, and a social worker works in all of these programs, list this person on the core agency personnel sheet (Section 1.3). If the social worker works in only four out of the five programs, do not include this person on the core agency personnel sheet. This staff person will be listed on each of the four relevant program personnel sheets (Section 2.4) which is part of Section 2.

Column 1: List all full-time and part-time positions dedicated to and funded by **each program**. List the title of each full-time and part-time position in your agency. Check appropriate box.

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

- Name of employee
- Work hours (general-not specific to program)
- Indicate percentage of employee's compensated time that is dedicated to the program
(Example: If the employee is a social worker who works for 4 of the 5 agency's funded programs, then the employee's time should be apportioned, as such)

- Qualifications, including degrees, licenses, certificates, etc. that the employee possesses and which are pertinent to his/her position; and
- The functional job duties of the employee

Note: Staff listed on the personnel information forms (Section 1.3 and Section 2.4) must also be represented on the Annex B budget presentation, when applicable.

Section 2.5: Level of Service Form

A monthly contracted level of service chart is to be completed for each program/component, if applicable. One program might require several LOS forms to be completed which can be downloaded from the website. This will be indicated to you by the Contract Administrator and/or in the renewal/award letter.

The information on this form is usually utilized as a reference/source document when completing reporting forms during the contract term, when required by DCF.

Service Type: Per service dictionary, contact your contract administrator (i.e. individual counseling, residential placement, legal assistance, transportation)

Description of Unit Measurement: Indicate what is being used as the measurement for monthly Contracted Level of Service (CLOS), (i.e. beds, rides, sessions, hours)

Number of Contracted Slots/Units: Numbers should reflect unduplicated service counts. Unduplicated service counts refers to the practice of counting a customer receiving services only once within a service cycle.

Refer to Annex B2 and or Renewal/Award Letter for this number. (i.e. # of beds, # of rides, # of sessions, # of hours)

Annualized Units: Equivalent to the Annual Total under Column 3 on chart.

Column 1: Select Month from drop down menu. Month 1 should reflect 1st month of Contract.

Column 2: Indicate Actual Number of Expected Days of Service or Units Per Month.

Column 3: Indicate total Contracted LOS per month, this could be 'Days of Service' multiplied by Number of Contracted Slots/Units per month or equivalent to number listed in Column 2.

Annual Totals: This number will equal annualized number of units to be contracted per program type.

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A
PROGRAM DESCRIPTION
Section 2.2

Program Name: Commission For Missing And Abused Children

Please note that additional information/addenda may be required in order to complete the contract package. Any specific requirements/stipulations pertaining to the program will be forwarded as applicable.

Label all answers clearly as outlined below:

1. Provide a brief program/component description and its purpose. The description should reflect the program requirements set forth in the initial RFP and any changes that may have resulted from negotiations.

The Commission on Missing and Abused Children provides information designed to educate County Government, service providers and residents on the needs of children who are missing, abused or neglected and the services available to them and their families.

2. Identify the target population served by this program/component (i.e. individuals who have been unemployed for the past 6-12 months).
 - Indicate the program's level of experience with the target population.
 - Provide a brief outline or snapshot of the characteristics, needs, and current circumstances of the customers the program intends to serve.
 - Explain how these customers are distinct in any way from the general population. It is generally viewed as a sign of strength when a program is able to identify the population that will benefit the most from the services provided.

The target population includes service provider organizations, educators, law enforcement professionals, families, youth and children of Gloucester County

3. Detail what the program intends to address through service delivery. State the results the program intends to achieve.

The COMA meets monthly and collaborates with service providers, educators, law enforcement professionals and government in an effort to develop meaningful dialogue and educational opportunities which are targeted towards addressing the needs of county youth, child advocacy, child abuse prevention and missing and children.

Program Description cont.

4. Describe the program service delivery method (i.e. in the community, on site).

Not Applicable.

5. Detail how customers access services.

- Cite any physical limitations that might preclude program admission or referral acceptance
- Discuss referral procedures and discharge planning with respect to the continuum of care
- Cite negative and planned discharge procedures
- Indicate specific documents needed for referrals, when applicable

Thru attendance at monthly COMA meetings and participation in educational workshops

6. Describe the neighborhood(s) and the building(s) where each program site(s) is located. Detail accessibility to mass transportation. Identify the program catchment area.

Not Applicable

7. Detail the program's emergency procedures. Provide any after-hours telephone numbers, emergency contacts, and special instructions.

Not Applicable

8. Provide the total number of unduplicated customers served in the previous contract period for each of the contracted programs. Unduplicated customers refers to the practice of counting a customer receiving services only once within a service cycle.

- Indicate the number of unduplicated customers achieving results.
- Indicate how the information was captured and measured.

Not Applicable

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A
PERFORMANCE OUTCOMES
Section 2.3

Program Name: Commission On Missing And Abused
Children

For each program component please identify: goals, objectives, activities, and performance outcomes, using the following definitions and the chart below.

GOALS:

Goals are statements detailing the long term, ongoing aims or intentions of each program component. Goals do not have a specific time limit but are designed to produce the desired results over an extended time period. Achievement of goals may reach beyond the contract period.

OBJECTIVES:

Objectives are statements detailing the desired results of day to day activities. These are short term milestones to be achieved during the contract period. Objectives are reflective of the long term goals of the program component and ideally lead to achievement of those goals. Objectives have defined time limits and measurable results.

ACTIVITIES:

Activities are tasks performed to achieve identified objectives. These should be observable and/or measurable.

PERFORMANCE OUTCOMES:

Performance outcomes are the identified, quantifiable impact results of the program component on the target population. They should be tied to the program goals rather than to each objective or activity. Performance outcomes may be attainable during the contract period or it may be necessary to track their attainment over a longer period of time.

Commission For Missing And Abused
Children

Program Name:

PERFORMANCE OUTCOMES

GOALS	OBJECTIVES					ACTIVITIES					PERFORMANCE OUTCOMES					
	1.	2.	3.	4.	5.	1.	2.	3.	4.	5.	1.	2.	3.	4.	5.	
1. To provide a forum for information sharing, education and services development which addresses the needs of Missing and Abused Children	1.					1. Maintain an existing committee	1.	Continued monthly meeting			1. Creation of a more knowledgeable community on the issues and services affecting missing and abused children					
		2.				encourage collaboration and coordination among services providers, law enforcement, educators, government and residents	2.	Development of Educational Workshops and Brochures								
		3.					3.									
		4.					4.									
		5.					5.									
2.	1.						1.				2.					
		2.					2.									
		3.					3.									
		4.					4.									
		5.					5.									
3.	1.						1.				3.					
		2.					2.									
		3.					3.									
		4.					4.									
		5.					5.									
4.	1.						1.				4.					
		2.					2.									
		3.					3.									
		4.					4.									
		5.					5.									
5.	1.						1.				5.					
		2.					2.									
		3.					3.									

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
Annex A
PROGRAM PERSONNEL INFORMATION
Section 2.4

Program Name: Commission On Missing And Abused Children

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		% OF TIME TO PROGRAM	QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO			
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
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<input type="checkbox"/> FT <input type="checkbox"/> PT					%		

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
Annex A

PROGRAM PERSONNEL INFORMATION
Section 2.4 Continued

Program Name: Commission On Missing And Abused Children

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		% OF TIME TO PROGRAM	QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO			
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
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<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		

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

**Annex A
LEVEL OF SERVICE
Section 2.5**

Program/Component Name: Commission On Missing And Abused Children
Service Type: Administration/Planning
Description of Unit Measurement: Planning Meetings
Number of Contracted Slots/Units: _____
Number of Annualized Units: _____

Numbers should reflect unduplicated service counts

	1	2	3
	MONTH	MONTHLY SERVICE DAYS OR UNITS	MONTHLY CONTRACT LOS
1	January	0	0
2	February	0	0
3	March	0	0
4	April	0	0
5	May	0	0
6	June	0	0
7	July	0	0
8	August	0	0
9	September	0	0
10	October	0	0
11	November	0	0
12	December	0	0
	ANNUAL TOTALS	0	0

SECTION 2

PROGRAM INFORMATION

*The following four parts must be completed
for
each individual
contracted program/component*

Please note that additional requirements or stipulations may be necessary for an identified program and will be forwarded to you, as applicable, by the Department of Children and Families, Office of Contract Administration.

(Please Note: Effective 9/2011 Section 2.1 of the Annex A has been removed from the package to facilitate the DCF Resource Directory. This section of the Annex A will be provided to you for completion by DCF Contract Administrators.)

SECTION 2

Program Description and Service Delivery Information

One set is completed for each contracted program/component. Make additional copies as necessary. They can also be downloaded from the Office of Contract Administration website at www.nj.gov/dcf and clicking on the link to "Contract and RFP Information".

Section 2.1: Program Name and Service Delivery Information

Effective 9/1/2011, Section 2.1 has been removed from the Standardized Annex A. DCF has reformatted Section 2.1 in order to facilitate the establishment and ongoing maintenance of a DCF Resource Directory. Your DCF Contract Administrator will email a partially completed Section 2.1 for each contract component to your agency at the time of contract renewal. The Section 2.1 form is still a required document and a part of a complete Annex A submission. Please remember to email the completed Section 2.1 to your Contract Administrator(s) as part of your Annex A submission(s).

Section 2.2: Program Description

Answer and clearly label all questions as outlined.

Note: Questions asked may not be all inclusive. You will be notified of any other Required Program Description and Deliverables for your specific program, as applicable, to complete your contract package.

Section 2.3: Performance Outcomes

This section should be negotiated with the managing Contract Office and program staff, where applicable, prior to inclusion in the contract package.

Section 2.4: Program Personnel Information Sheet

Note: If agency is contracted for 5 programs, and a social worker works in all of these programs, list this person on the core agency personnel sheet (Section 1.3). If the social worker works in only four out of the five programs, do not include this person on the core agency personnel sheet. This staff person will be listed on each of the four relevant program personnel sheets (Section 2.4) which is part of Section 2.

Column 1: List all full-time and part-time positions dedicated to and funded by **each program**. List the title of each full-time and part-time position in your agency. Check appropriate box.

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

- Name of employee
- Work hours (general-not specific to program)
- Indicate percentage of employee's compensated time that is dedicated to the program
(Example: If the employee is a social worker who works for 4 of the 5 agency's funded programs, then the employee's time should be apportioned, as such)

- Qualifications, including degrees, licenses, certificates, etc. that the employee possesses and which are pertinent to his/her position; and
- The functional job duties of the employee

Note: Staff listed on the personnel information forms (Section 1.3 and Section 2.4) must also be represented on the Annex B budget presentation, when applicable.

Section 2.5: Level of Service Form

A monthly contracted level of service chart is to be completed for each program/component, if applicable. One program might require several LOS forms to be completed which can be downloaded from the website. This will be indicated to you by the Contract Administrator and/or in the renewal/award letter.

The information on this form is usually utilized as a reference/source document when completing reporting forms during the contract term, when required by DCF.

Service Type: Per service dictionary, contact your contract administrator (i.e. individual counseling, residential placement, legal assistance, transportation)

Description of Unit Measurement: Indicate what is being used as the measurement for monthly Contracted Level of Service (CLOS), (i.e. beds, rides, sessions, hours)

Number of Contracted Slots/Units: Numbers should reflect unduplicated service counts. Unduplicated service counts refers to the practice of counting a customer receiving services only once within a service cycle.

Refer to Annex B2 and or Renewal/Award Letter for this number. (i.e. # of beds, # of rides, # of sessions, # of hours)

Annualized Units: Equivalent to the Annual Total under Column 3 on chart.

Column 1: Select Month from drop down menu. Month 1 should reflect 1st month of Contract.

Column 2: Indicate Actual Number of Expected Days of Service or Units Per Month.

Column 3: Indicate total Contracted LOS per month, this could be 'Days of Service' multiplied by Number of Contracted Slots/Units per month or equivalent to number listed in Column 2.

Annual Totals: This number will equal annualized number of units to be contracted per program type.

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A
PROGRAM DESCRIPTION
Section 2.2

Program Name: Teen Pregnancy Prevention

Please note that additional information/addenda may be required in order to complete the contract package. Any specific requirements/stipulations pertaining to the program will be forwarded as applicable.

Label all answers clearly as outlined below:

1. Provide a brief program/component description and its purpose. The description should reflect the program requirements set forth in the initial RFP and any changes that may have resulted from negotiations.

The Teen Pregnancy Prevention Program provides pregnancy prevention education to clinical professionals, counselors, students and nurses who interact with teen population.

2. Identify the target population served by this program/component (i.e. individuals who have been unemployed for the past 6-12 months).
 - Indicate the program's level of experience with the target population.
 - Provide a brief outline or snapshot of the characteristics, needs, and current circumstances of the customers the program intends to serve.
 - Explain how these customers are distinct in any way from the general population. It is generally viewed as a sign of strength when a program is able to identify the population that will benefit the most from the services provided.

Clinical Professionals, counselors, students and nurses who actively engage youth on a daily basis and can assist them with information and positively influence teen behaviors.

3. Detail what the program intends to address through service delivery. State the results the program intends to achieve.

Thru the use of professional health professionals this grant provides a workshop which assists our target population in learning about the impact and prevalence of teen pregnancy. Assisting the population in the exploration of their own values regarding teens who have sex and get pregnant and provides a mechanism to identify barriers and behaviors which put teens at risk.

Program Description cont.

4. Describe the program service delivery method (i.e. in the community, on site).

Does not provide direct services.

5. Detail how customers access services.

- Cite any physical limitations that might preclude program admission or referral acceptance
- Discuss referral procedures and discharge planning with respect to the continuum of care
- Cite negative and planned discharge procedures
- Indicate specific documents needed for referrals, when applicable

Does not provide direct services

6. Describe the neighborhood(s) and the building(s) where each program site(s) is located. Detail accessibility to mass transportation. Identify the program catchment area.

Not Applicable

7. Detail the program's emergency procedures. Provide any after-hours telephone numbers, emergency contacts, and special instructions.

Not Applicable

8. Provide the total number of unduplicated customers served in the previous contract period for each of the contracted programs. Unduplicated customers refers to the practice of counting a customer receiving services only once within a service cycle.

- Indicate the number of unduplicated customers achieving results.
- Indicate how the information was captured and measured.

Not Applicable

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A
PERFORMANCE OUTCOMES
Section 2.3

Program Name: Teen Pregnancy Prevention

For each program component please identify: goals, objectives, activities, and performance outcomes, using the following definitions and the chart below.

GOALS:

Goals are statements detailing the long term, ongoing aims or intentions of each program component. Goals do not have a specific time limit but are designed to produce the desired results over an extended time period. Achievement of goals may reach beyond the contract period.

OBJECTIVES:

Objectives are statements detailing the desired results of day to day activities. These are short term milestones to be achieved during the contract period. Objectives are reflective of the long term goals of the program component and ideally lead to achievement of those goals. Objectives have defined time limits and measurable results.

ACTIVITIES:

Activities are tasks performed to achieve identified objectives. These should be observable and/or measurable.

PERFORMANCE OUTCOMES:

Performance outcomes are the identified, quantifiable impact results of the program component on the target population. They should be tied to the program goals rather than to each objective or activity. Performance outcomes may be attainable during the contract period or it may be necessary to track their attainment over a longer period of time.

Program Name: Teen Pregnancy Prevention

PERFORMANCE OUTCOMES

GOALS	OBJECTIVES					ACTIVITIES			PERFORMANCE OUTCOMES	
	1.	2.	3.	4.	5.	1.	2.	3.		
1.	Teen Pregnancy Prevention and Education					1.	Education of the prevalence and impact of teen pregnancy	1.	Development of materials	1. Thru the use of professional health educators, training is provided to nurses, students, counselors and others to help them better address the topic of teen pregnancy in our community
	2.	Exploration of values regarding teens having sex and teen pregnancy	2.	Organization of Educational Workshop						
	3.	Identification of barriers and behaviors that place teens at risk for unplanned pregnancy	3.	Coordination and partnerships with local high schools						
	4.	Education about strategies regarding pregnancy prevention	4.							
	5.		5.							
2.	1.		1.						2.	
	2.		2.							
	3.		3.							
	4.		4.							
	5.		5.							
3.	1.		1.						3.	
	2.		2.							
	3.		3.							
	4.		4.							
	5.		5.							
4.	1.		1.						4.	
	2.		2.							
	3.		3.							
	4.		4.							
	5.		5.							
5.	1.		1.						5.	
	2.		2.							
	3.		3.							
	4.		4.							

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
Annex A
PROGRAM PERSONNEL INFORMATION
Section 2.4

Program Name: Ciacc

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		% OF TIME TO PROGRAM	QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO			
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<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
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STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A
LEVEL OF SERVICE
Section 2.5

Program/Component Name: Ciacc
 Service Type: Administration/Planning
 Description of Unit Measurement: Planning
 Number of Contracted Slots/Units: _____
 Number of Annualized Units: _____

Numbers should reflect unduplicated service counts

	1	2	3
	MONTH	MONTHLY SERVICE DAYS OR UNITS	MONTHLY CONTRACT LOS
1	January	0	0
2	February	0	0
3	March	0	0
4	April	0	0
5	May	0	0
6	June	0	0
7	July	0	0
8	August	0	0
9	September	0	0
10	October	0	0
11	November	0	0
12	December	0	0
	ANNUAL TOTALS	0	0

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

STANDARD LANGUAGE DOCUMENT
FOR SOCIAL SERVICE AND TRAINING CONTRACTS

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

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

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

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

I. DEFINITIONS

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

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

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

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

Department means the New Jersey Department of Children and Families. It means, where appropriate from the context, the Division, Commission, Bureau, Office, Unit or other designated component of the Department of Children and Families responsible for the administration of particular Contract programs.

Departmental Component means the Division, Bureau, Commission, 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.

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DEPARTMENT OF CHILDREN AND FAMILIES**

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 (also Provider) means the public or private organization which has a social service or training Contract with the Department.

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

II. BASIC OBLIGATIONS OF THE DEPARTMENT

Section 2.01 Payment. As established in the Annex(es), payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the Department in accordance with the time frames specified in the Annex(es). Total payments shall not exceed the maximum Contract amount, if any, specified in the Annex(es). All payments authorized by the Department under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.13 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 and within the stated time parameters. The reporting frequency and due date(s) are specified and sample forms to be used are included in the Annex(es), or otherwise made available by the Departmental Component.

Section 3.03 Compliance with Laws. The Provider Agency agrees in the performance of this Contract to comply with all applicable federal, State and local laws, rules and regulations (collectively, "laws"), including but not limited to the following:

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- a. State and local laws relating to licensure; federal and State laws relating to safeguarding of client information;
- b. The federal Civil Rights Act of 1964 (as amended);
- c. P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive orders pertaining to affirmative action and nondiscrimination in public contracts;
- d. The New Jersey Law Against Discrimination (LAD) (N.J.S.A. 10:5-1 et seq.)
- e. The federal Equal Employment Opportunity Act;
- f. Section 504 of the federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap, and regulations thereunder;
- g. The Americans With Disabilities Act (ADA), 42 U.S.C. 12101 et seq.; and
- h. Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b)

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. DCF is a covered entity pursuant to the Health Insurance Portability and Accountability Act 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 Children and Families Business Associate Agreement (BAA). A Provider Agency, whose work under this Contract does not involve PHI is not required to execute a BAA. DCF 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 an individual'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 a Provider Agency's use from the Department. If the BAA is breached by

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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 individual and shall not disclose these Records except where disclosure is consistent with applicable Department statute and regulations and the BAA, if any.

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) and all limited partnerships, limited liability companies, and limited liability partnerships must submit annual reports and associated processing fees (annual business registration) to the Division of Revenue, Department of the Treasury commencing with the year after they file for their Certificate of Incorporation with the State of New Jersey. No State Agency may Contract with a Provider Agency if the Provider has not filed for its incorporation papers or filed its annual business registration. Furthermore, no Provider Agency that Contracts with the Department shall enter into any subcontract unless the subcontractor can demonstrate that it is incorporated in the State of New Jersey or its annual business registration is current, and follows the provisions prescribed in this Standard Language Document. Failure to comply with this paragraph or the above-referenced citation will result in cause for the Department to Terminate this Contract.

Section 3.06 Set-Off for State Tax and Child Support. Pursuant to N.J.S.A. 54:49-19, if the Provider 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 any 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 Provider that shifts its activities outside the United States and its constituent Commonwealths and territories without prior

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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 be deemed to be in breach of Contract which would be subject to Termination by the Department.

Section 3.08 Provider Certification and Disclosure of Political Contributions.

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

N.J.S.A. 19:44A-20.13 to 19:44A-20.25, that codified Public Law 2005, Chapter 51 and Executive Order 134, and Executive Order 117, requires 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 Provider 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 Provider for a period of up to five years.

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

- a. The Provider Agency and any subcontractor(s) will not discriminate against any client, employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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- b. Except with respect to affectional or sexual orientation and gender identity or expression, the Provider will take affirmative action to ensure that such applicants are recruited and employed by DCF contracted agencies.
- c. The Provider Agency will ensure that equal opportunity is afforded to all employees in recruitment and employment, and that all employees are treated equally during employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, disability, nationality or sex. Such action shall include, but not be limited to the following:
- Employment;
 - Upgrading;
 - Demotion, or transfer;
 - Recruitment or recruitment advertising;
 - Layoff or termination;
 - Rates of pay or other forms of compensation; and
 - Selection for training, including apprenticeship.
- d. The Provider Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- e. The Provider Agency and subcontractor(s), in all solicitations or advertisements for employees placed by or on behalf of the Provider shall state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- f. The Provider Agency and subcontractor(s) will send a notice to each labor union or representative with which it has a collective bargaining agreement, other contract, or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Provider's commitments under this act and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
- g. The Provider Agency and subcontractor(s) agree to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A.10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.
- h. The 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

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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.

- i. The Provider Agency or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- j. 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 State and federal law and applicable State and federal court decisions.
- k. 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.
- l. The Provider Agency and its subcontractors shall furnish such reports or other documents to the Department from time to time in order to carry out the purposes of these regulations, and the Department shall furnish such information to the Department of Treasury, Division of Contract Compliance and EEO, as may be requested by the DCF for conducting a compliance investigation pursuant to Subchapter 10 of N.J.A.C.17:27.

Section 3.10.1 Anti-Discrimination Provisions. Pursuant to N.J.S.A. 10:2-1, during the performance of this Contract, the Provider Agency agrees as follows:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

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- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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;

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- d. Comparison of actual outlays with budgeted amounts for this Contract and for any other contract, grant, program or other activity administered by the Provider Agency;
- e. Accounting records supported by source documentation;
- f. Procedures to minimize elapsed time between any advance payment issued and the disbursement of such advance funds by the Provider Agency; and
- g. Procedures consistent with the provisions of any applicable Departmental policies and procedures for determining the reasonableness, allowability, and allocability of costs under this Contract.

Section 3.13 Audit. The Department requires submission of the Provider Agency's annual organization-wide audit. Non-compliance is grounds for Termination.

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

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

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

The Provider Agency shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

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

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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 Provider must pay the prevailing wages to each designated worker class engaged under the Contract at wage rates determined by the U.S. Secretary of Labor.

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

Section 3.15 Contract Closeout. The Provider Agency shall comply with all requirements of Department Policy: DCF.P7.01 Contract Closeout. This includes the prompt submittal of the final Report of Expenditures and any other financial or programmatic reports required by the Department. All required documentation is due within 120 days of Contract Expiration or Termination.

IV. TERMINATION

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

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

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

Section 4.02 Default and Termination for Cause. If the Provider Agency fails to fulfill or comply with any of the terms or conditions of the Contract, in whole or in part, the Department may by Notice place the Provider Agency in default status, and take any action(s) listed in accordance with Department Policy DCF.P9.05, Contract Default. Notice shall follow the procedures established in the policy.

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

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

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

The Provider Agency and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.13 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.) and the Law Against Discrimination (LAD) (N.J.S.A. 10:5-1 et seq.).

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

- a. Approve the assignment and continue the Contract to term;
- b. Approve the assignment conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the Department; or
- c. Disapprove the assignment and either terminate the Contract or continue the Contract with the original Provider Agency.

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

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

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

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

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

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

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

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

Section 5.09 Recognition of Cultural Sensitivity. The Provider Agency agrees in the performance of this Contract to be sensitive to the needs of the minority populations (as described in section 3.10a of this policy) of the State of New Jersey. This sensitivity

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includes the employment, if possible, of a culturally diverse staff that can communicate with, and be representative of the entire community it serves.

The Provider Agency shall make programs linguistically appropriate and culturally relevant to underserved minority groups within the community. Appropriate accommodations for services shall be developed and maintained for those minority individuals who are deprived of reasonable access to those services due to language barriers or ethnic, affectional, and cultural differences. In addition, Provider Agencies shall make certain that all programs and services are reflective of the demographic needs of the community, while providing all minorities (as described in section 3.10a of this policy) the opportunity to experience any and all available social services irrespective of their ethnic, affectional, or cultural heritage.

Section 5.10 Copyrights. The Department of Children and Families reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use any work or materials developed under a Department or federally funded Contract or subcontract. The Department also reserves the 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 closeout reveals that the Provider Agency has failed to comply with the terms and/or conditions of this Contract, the Department reserves the right to make all financial and/or 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 recognizes and agrees 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 to 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 allows employees to organize themselves into a collective bargaining unit.

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

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

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

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

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

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

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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.

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**STANDARD LANGUAGE DOCUMENT
FOR SOCIAL SERVICE AND TRAINING CONTRACTS**

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

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

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

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

I. DEFINITIONS

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

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

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

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

Department means the New Jersey Department of Children and Families. It means, where appropriate from the context, the Division, Commission, Bureau, Office, Unit or other designated component of the Department of Children and Families responsible for the administration of particular Contract programs.

Departmental Component means the Division, Bureau, Commission, 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.

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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 (also Provider) means the public or private organization which has a social service or training Contract with the Department.

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

II. BASIC OBLIGATIONS OF THE DEPARTMENT

Section 2.01 Payment. As established in the Annex(es), payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the Department in accordance with the time frames specified in the Annex(es). Total payments shall not exceed the maximum Contract amount, if any, specified in the Annex(es). All payments authorized by the Department under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.13 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 and within the stated time parameters. The reporting frequency and due date(s) are specified and sample forms to be used are included in the Annex(es), or otherwise made available by the Departmental Component.

Section 3.03 Compliance with Laws. The Provider Agency agrees in the performance of this Contract to comply with all applicable federal, State and local laws, rules and regulations (collectively, "laws"), including but not limited to the following:

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- a. State and local laws relating to licensure; federal and State laws relating to safeguarding of client information;
- b. The federal Civil Rights Act of 1964 (as amended);
- c. P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive orders pertaining to affirmative action and nondiscrimination in public contracts;
- d. The New Jersey Law Against Discrimination (LAD) (N.J.S.A. 10:5-1 et seq.)
- e. The federal Equal Employment Opportunity Act;
- f. Section 504 of the federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap, and regulations thereunder;
- g. The Americans With Disabilities Act (ADA), 42 U.S.C. 12101 et seq.; and
- h. Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b)

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. DCF is a covered entity pursuant to the Health Insurance Portability and Accountability Act 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 Children and Families Business Associate Agreement (BAA). A Provider Agency, whose work under this Contract does not involve PHI is not required to execute a BAA. DCF 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 an individual'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 a Provider Agency's use from the Department. If the BAA is breached by

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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 individual and shall not disclose these Records except where disclosure is consistent with applicable Department statute and regulations and the BAA, if any.

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) and all limited partnerships, limited liability companies, and limited liability partnerships must submit annual reports and associated processing fees (annual business registration) to the Division of Revenue, Department of the Treasury commencing with the year after they file for their Certificate of Incorporation with the State of New Jersey. No State Agency may Contract with a Provider Agency if the Provider has not filed for its incorporation papers or filed its annual business registration. Furthermore, no Provider Agency that Contracts with the Department shall enter into any subcontract unless the subcontractor can demonstrate that it is incorporated in the State of New Jersey or its annual business registration is current, and follows the provisions prescribed in this Standard Language Document. Failure to comply with this paragraph or the above-referenced citation will result in cause for the Department to Terminate this Contract.

Section 3.06 Set-Off for State Tax and Child Support. Pursuant to N.J.S.A. 54:49-19, if the Provider 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 any 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 Provider that shifts its activities outside the United States and its constituent Commonwealths and territories without prior

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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 be deemed to be in breach of Contract which would be subject to Termination by the Department.

Section 3.08 Provider Certification and Disclosure of Political Contributions.

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

N.J.S.A. 19:44A-20.13 to 19:44A-20.25, that codified Public Law 2005, Chapter 51 and Executive Order 134, and Executive Order 117, requires 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 Provider 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 Provider for a period of up to five years.

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

- a. The Provider Agency and any subcontractor(s) will not discriminate against any client, employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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- b. Except with respect to affectional or sexual orientation and gender identity or expression, the Provider will take affirmative action to ensure that such applicants are recruited and employed by DCF contracted agencies.
- c. The Provider Agency will ensure that equal opportunity is afforded to all employees in recruitment and employment, and that all employees are treated equally during employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, disability, nationality or sex. Such action shall include, but not be limited to the following:
 - Employment;
 - Upgrading;
 - Demotion, or transfer;
 - Recruitment or recruitment advertising;
 - Layoff or termination;
 - Rates of pay or other forms of compensation; and
 - Selection for training, including apprenticeship.
- d. The Provider Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- e. The Provider Agency and subcontractor(s), in all solicitations or advertisements for employees placed by or on behalf of the Provider shall state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- f. The Provider Agency and subcontractor(s) will send a notice to each labor union or representative with which it has a collective bargaining agreement, other contract, or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Provider's commitments under this act and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
- g. The Provider Agency and subcontractor(s) agree to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A.10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.
- h. The 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

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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.

- i. The Provider Agency or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- j. 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 State and federal law and applicable State and federal court decisions.
- k. 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.
- l. The Provider Agency and its subcontractors shall furnish such reports or other documents to the Department from time to time in order to carry out the purposes of these regulations, and the Department shall furnish such information to the Department of Treasury, Division of Contract Compliance and EEO, as may be requested by the DCF for conducting a compliance investigation pursuant to Subchapter 10 of N.J.A.C.17:27.

Section 3.10.1 Anti-Discrimination Provisions. Pursuant to N.J.S.A. 10:2-1, during the performance of this Contract, the Provider Agency agrees as follows:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

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- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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;

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- d. Comparison of actual outlays with budgeted amounts for this Contract and for any other contract, grant, program or other activity administered by the Provider Agency;
- e. Accounting records supported by source documentation;
- f. Procedures to minimize elapsed time between any advance payment issued and the disbursement of such advance funds by the Provider Agency; and
- g. Procedures consistent with the provisions of any applicable Departmental policies and procedures for determining the reasonableness, allowability, and allocability of costs under this Contract.

Section 3.13 Audit. The Department requires submission of the Provider Agency's annual organization-wide audit. Non-compliance is grounds for Termination.

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

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

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

The Provider Agency shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

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

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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 Provider must pay the prevailing wages to each designated worker class engaged under the Contract at wage rates determined by the U.S. Secretary of Labor.

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

Section 3.15 Contract Closeout. The Provider Agency shall comply with all requirements of Department Policy: DCF.P7.01 Contract Closeout. This includes the prompt submittal of the final Report of Expenditures and any other financial or programmatic reports required by the Department. All required documentation is due within 120 days of Contract Expiration or Termination.

IV. TERMINATION

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

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

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

Section 4.02 Default and Termination for Cause. If the Provider Agency fails to fulfill or comply with any of the terms or conditions of the Contract, in whole or in part, the Department may by Notice place the Provider Agency in default status, and take any action(s) listed in accordance with Department Policy DCF.P9.05, Contract Default. Notice shall follow the procedures established in the policy.

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

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

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

The Provider Agency and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.13 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.) and the Law Against Discrimination (LAD) (N.J.S.A. 10:5-1 et seq.).

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

- a. Approve the assignment and continue the Contract to term;
- b. Approve the assignment conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the Department; or
- c. Disapprove the assignment and either terminate the Contract or continue the Contract with the original Provider Agency.

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

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

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

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

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

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

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

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

Section 5.09 Recognition of Cultural Sensitivity. The Provider Agency agrees in the performance of this Contract to be sensitive to the needs of the minority populations (as described in section 3.10a of this policy) of the State of New Jersey. This sensitivity

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includes the employment, if possible, of a culturally diverse staff that can communicate with, and be representative of the entire community it serves.

The Provider Agency shall make programs linguistically appropriate and culturally relevant to underserved minority groups within the community. Appropriate accommodations for services shall be developed and maintained for those minority individuals who are deprived of reasonable access to those services due to language barriers or ethnic, affectional, and cultural differences. In addition, Provider Agencies shall make certain that all programs and services are reflective of the demographic needs of the community, while providing all minorities (as described in section 3.10a of this policy) the opportunity to experience any and all available social services irrespective of their ethnic, affectional, or cultural heritage.

Section 5.10 Copyrights. The Department of Children and Families reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use any work or materials developed under a Department or federally funded Contract or subcontract. The Department also reserves the 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 closeout reveals that the Provider Agency has failed to comply with the terms and/or conditions of this Contract, the Department reserves the right to make all financial and/or 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 recognizes and agrees 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 to 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 allows employees to organize themselves into a collective bargaining unit.

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

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

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

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

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

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

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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.

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

BY: _____
(Signature)

Robert M. Damminger

(Type)

Freeholder Director

TITLE: _____
(Type)

BY: _____
(Signature)

Jewel Johnson

(Type)

Southern Business Office
Manager

TITLE: _____
(Type)

PROVIDER AGENCY: Gloucester County
H.S.A.C. _____

DEPARTMENTAL COMPONENT: DCP&P/DCF _____

DATE: _____

DATE: _____

Contract Effective Date: January 1, 2014 _____

Contract Expiration Date: December 31, 2014 _____

Contract Number: 14ANHS _____

Contract Ceiling: \$67,004 _____

Federal ID#: 21-6000660 _____

Provider Contact Individual: Calvin McFarland _____

**Department of Children and Families
Disclosure Certification for Lobbyist Activities
April 2, 2008**

A lobbyist is "any person, partnership, committee, association, corporation, labor union or any other organization that employs, engages or otherwise uses the services of any governmental affairs agent to influence legislation, regulation or governmental processes."

"Governmental processes is defined "as any attempt to help a represented entity or group to engage in communication with, or to secure information from, an officer or staff member of the Executive Branch of State Government, authorized by law to administer governmental processes or perform other functions related, or perform any other functions related to such processes."

Governmental processes shall include but are not limited to the "promulgation of any executive order; rate setting; development, negotiation, award, modification or cancellation of a public contract; issuance, denial, modification, renewal, revocation or suspension of licenses or waivers; procedures for purchasing; rendition of addition of administrative determinations."

Part I: Certification

I hereby certify that no DCF contract funds are being used to contract and/or retain any person or party for Lobbyist activities. This includes amounts charged to General and Administrative Costs (G&A).

Part II: Disclosure

I hereby certify that the following costs are being charged to the current DCF contract for persons or parties involved in lobbying activities. This includes amounts charged to G&A costs with the below persons or parties for lobbyist activities.

Name	Employee or Consultant	Address	Current DCF Contract Cost

Gloucester County Board of Freeholders

Agency Name

Freeholder Director

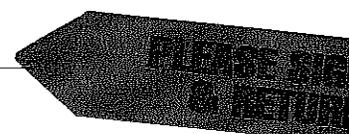
Print Name

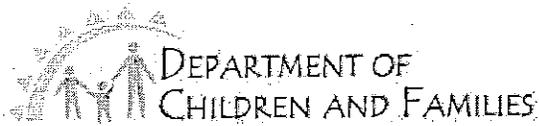
Robert Damminger,

Title

Authorized Signature

Date





**New Jersey State Policy Prohibiting
Discrimination in the Workplace**

AND

**Procedures for Processing Internal Complaints Alleging
Discrimination in the Workplace**

ACKNOWLEDGEMENT OF RECEIPT

The State of New Jersey is committed to providing every employee with a workplace free from unlawful discrimination.

The "New Jersey State Policy Prohibiting Discrimination in the Workplace" (*State Policy*) applies to state employees and agencies. This policy applies to both conduct that occurs in the workplace and conduct that occurs at any location which can be reasonably regarded as an extension of the workplace (any field location, any off-site business-related social function, or any facility where State business is being conducted and discussed). This policy is being distributed to State-wide vendors/contractors with whom a State agency has a direct relationship. Vendors/contractors are requested to become familiar with the policy, and with the "Procedures for Internal Complaints Alleging Discrimination in the Workplace" (*Procedures*).

Any questions you may have about the *State Policy* or *Procedures* should be directed to Jillian Hendricks, Director of the Office of EEO/AA at 609-888-7177, or an email sent to dcfeeo@dcf.state.nj.us.

Please sign this Acknowledgement of Receipt form to confirm receipt of the updated *State Policy* and *Procedures*. Please return this form to:

Department of Children and Families
Office of Equal Employment Opportunity and Affirmative Action
50 East State Street, 4th Floor
P. O. Box 717
Trenton, NJ 08625-0717

Agency Name:

COUNTY OF GLOUCESTER

Agency Address:

PO BOX 337

WOODBURY NJ, 08096

Director/CEO Name (Print):

ROBERT DAMMINGER

Title:

FREEHOLDER DIRECTOR

Signature of Director/CEO:

Date of Signature:

BUSINESS ASSOCIATE AGREEMENT AMENDING
CONTRACT 14ANHS
between the New Jersey Department of Children and Families
and Gloucester County Department of Human Services—HSAC

This Business Associate Agreement sets forth the responsibilities of Gloucester County Department of Human Services – HSAC with an address of 115 Budd Boulevard, Route 45 & Budd Boulevard, Woodbury, NJ 08096 and the New Jersey Department of Children and Families, Division of Youth and Family 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 an Amendment to the Underlying Contract 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 the Underlying Contract.
 - 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.

BUSINESS ASSOCIATE AGREEMENT AMENDING
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and Gloucester County Department of Human Services—HSAC

- i. *Secretary*: “Secretary” shall mean the Secretary of the United States Department of Health & Human Services or his/her designee.
 - j. *Underlying Contract*: “Underlying Contract” shall mean the agreement between Covered Entity and Business Associate for social service planning, designated as Contract 12ANHS.
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.

BUSINESS ASSOCIATE AGREEMENT AMENDING
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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 G 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

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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 H 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

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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 4/14/03 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 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

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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.

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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 superseded by a revised Business Associate Agreement executed between the parties after the effective date of this Agreement.
3. *Survival.* The respective rights and obligations of Business Associate and Covered Entity under Section D, "*Term of Business Associate Agreement and Termination of Underlying Contract and Business Associate Agreement*", above, shall survive the termination of the Underlying Contract. The respective rights and obligations of Business Associate and Covered Entity under Section E, "*Indemnification*", and Section B(11), "*Internal Practices*", above, shall survive the termination of this Agreement or the Underlying Contract.
4. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and HIPAA, as it may be amended or interpreted by a court of competent jurisdiction.
5. *No Third Party Beneficiaries.* Nothing expressed or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Business Associate and Covered Entity, and any successor state agency to Covered Entity, any rights, remedies, obligations or liabilities whatsoever.
6. *Notices.* Any notices to be given hereunder shall be made via Regular and Certified US Mail, Return Receipt Requested, and if possible, by facsimile to the addresses and facsimile members listed below:

Business Associate: Gloucester County Department of Human Services –
HSAC
115 Budd Boulevard, Route 45 & Budd Boulevard
Woodbury, NJ 08096
Facsimile # (856) 384-0207

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Covered Entity: 1. Privacy Officer

DCF HIPAA Privacy Officer
Office of Licensing and Legal Affairs
222 South Warren Street, 3rd Floor
P.O. Box 729
Trenton, NJ 08625-0729

Facsimile # 609-292-2547

2. Office of Contract Administration

50 E. State Street, 7th floor
P. O. Box 717
Trenton, NJ 08625-0717

Facsimile # 609-943-3001

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

Jewel Johnson
Printed Name

Robert M. Damminger
Printed Name

Business Administrator, SBO
Title

Freeholder Director
Title

DCF/DYFS
Department/Division

Gloucester Cnty Dept of Human Services—HSAC
Agency

Date

Date

E4

RESOLUTION AUTHORIZING GRANT APPLICATION AND EXECUTION OF AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES FOR THE FY2014 SOCIAL SERVICES HOMELESS GRANT, IN AMOUNT NOT TO EXCEED \$190,054.00

WHEREAS, the County desires to submit application and enter into an Agreement with the New Jersey Department of Human Services for the FY2014 Social Services for the Homeless Grant.; and

WHEREAS, the grant is for an amount not to exceed \$190,054.00 in SSH funds (\$130,086.00 in SSH State Funding, \$34,680.00 in SSH TANF Funding and \$25,288.00 in Social Services Block Grant Funding) for services to residents who are working poor and do not qualify for emergency assistance, general assistance, SSI or SSD and for those who are TANF eligible but not receiving TANF or for those who eligible to receive assistance under the SSBG guidelines; and

WHEREAS, funding is subject to approval of the 2014 Gloucester County budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of grant application and the execution of Agreement with the State of New Jersey Department of Human Services and any and all documents necessary, for the FY2014 Social Services for the Homeless Grant, for an amount not to exceed \$190,054.00 in SSH funds (\$130,086.00 in SSH State Funding, \$34,680.00 in SSH TANF Funding and \$25,288.00 in Social Services Block Grant Funding), from January 1, 2013 to June 30, 2014.

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

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday, December 27, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK



E4

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Dammingier

FREEHOLDER LIAISON
Vincent H. Nestore Jr.



DEPARTMENT OF HUMAN
SERVICES

DIRECTOR
Lisa A. Cerny

P.O. Box 337
Woodbury, NJ 08096

Phone: 856.384.6870
Fax: 856.384.0207

lcerny@co.gloucester.nj.us

www.gloucestercountynj.gov

TO: CALVIN Mc FARLANO JR.

DEPARTMENT: HUMAN SERVICES

GRANT TITLE: 2014 SOCIAL SERVICES FOR THE HOMELESS

DATE: DEC 11, 2013

CERTIFICATION LETTER

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

REVIEWED BY: *Al M. Farlano*

REVIEWED BY: *Lisa Cerny*
Grants Coordinator

FREEHOLDER MEETING: DECEMBER 27, 2013

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

DIVISION OF FAMILY DEVELOPMENT

Annex A

Contract Summary Sheet

Agency County of Gloucester Contract # SH14008
Address 115 Budd Boulevard Federal ID# 21-6000-60
West Deptford, NJ 08096

Provider Agency Fiscal Year End 12/31/2014

Contract Effective Date 01/01/14 to 06/30/14 Contract Ceiling \$190,054

Organization County X
Municipal
Private, Non- Profit
Private, For Profit
Faith-Based

Chief Executive Robert M. Damminger, Freeholder Dir.
Address PO Box 337
Woodbury, NJ 08096
Telephone 856-853-3390
Fax 856-853-3495
E-Mail rdamminger@co.gloucester.nj.us

All notices relevant to this contract should be sent to:

Name & Title Calvin D. McFarland Jr.
Address Gloucester County DHS, 115 Budd Blvd
West Deptford NJ 08096
Telephone 856-384-6870
Fax 856-3840207
E-Mail cmcfar@co.gloucester.nj.us

Do you currently receive payment by Automatic Deposit (ACH) for this contract?

Yes No

ANNEX A

I. FOOD

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

Yes No

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

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

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

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

Name of agency: Catholic Charities

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

Name of agency: Volunteers of America, Delaware Valley

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

II: SHELTER

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

Yes No

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

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

Name of agency: Volunteer of America Delaware Valley

Description of Service Provision: VOADV provides emergency shelter at the Eleanor Corbett House for homeless families and single women in Gloucester Co. Each person referred is placed in a semi private room, given a daily and evening meal and provided with case management. Transportation is also provided. Transportation is also provided for school age children to and from their school district of origin. VOADV will also use \$10,622.00 in SSBG funding for emergency shelter nights at the Eleanor Corbett House. The county will subcontract with VOADV to provide the SSBG funded services.

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

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

Name of agency: Tri County Community Action, Inc.

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

III: CASE MANAGEMENT

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

Yes No

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

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

Name of agency: Center for Family Services, Inc.

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

Name of agency: Catholic Charities

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

IV: PREVENTION

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

Yes No

1. If no, please provide a brief (maximum 3 sentence) explanation of how prevention services will be provided in your county (including name of agency (ies) providing service and funding source).
2. If yes, please list the agency(ies) providing the service and a brief (maximum of 1 paragraph consisting of no more than 6 sentences) description of how each agency will provide the service (including the emergency contact procedures).

Name of agency: G.C. Division of Social Services

Description of Service Provision: G.C. Division of Social Services will use \$14,666.00 in SSBG funds to provide rent/mortgage and utility payments directly to the landlord or utility company on behalf of families and singles in Gloucester County to maintain their basic living quarters. A program description is attached.

Name of agency: Catholic Charities

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

Name of agency: Center for Family Services

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

V: 24 HOUR RESPONSE

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

Yes No

1. If no, please provide a brief (maximum 3 sentence) explanation of how 24 hour response services will be provided in your county (including name of the agency (ies) providing service and funding source).
2. If yes, please list the agency (ies) providing the service and a brief (maximum of 1 paragraph consisting of no more than 6 sentences) description of how each agency will provide the service (including the emergency contact procedures).

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

Description of Service Provision: The Center for Family Services will provide 24 hour response to Gloucester County residents through its toll free FIRST CALL FOR HELP Hotline. The hotline is accessible from anywhere in New Jersey and will connect them to trained hotline staff, which can provide them with I&R, case management, emergency food and emergency shelter services 365 days a year. All services are free and confidential.

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.

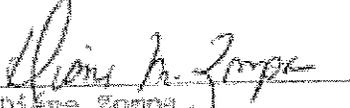
I. SCOPE

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 Eompa
Chief of Staff
Department of Human Services


Howard Mass, Director
Office of Administration

OF NEW JERSEY
DIVISION OF FAMILY DEVELOPMENT

Annex A
PROGRAM DESCRIPTION

Social Services for the Homeless - SSBG DIVISION OF SOCIAL SERVICES

Please note that additional information/addenda may be required in order to complete the contract package. Any specific requirements/stipulations pertaining to the program will be forwarded as applicable.

Label all answers clearly as outlined below:

1. Provide a brief program/component description and its purpose. The description should reflect the program requirements set forth in the initial RFP and any changes that may have resulted from negotiations.

The Gloucester County Division of Social Services proposes to utilize the funding from this contract to provide payments to individuals/families from low to moderate income, utilizing the FY 2014 Income Limits Documentation System – Summary for Gloucester County. Households having met with an unforeseen situation that could render the individual/family in a homeless or imminent homeless situation could be eligible for payment(s) for prevention purposes as follows:

rent or mortgage arrears (to prevent homelessness);
security deposit (obtain permanent housing);
utility arrears for gas, electric, water/sewer, propane (health and safety);
fuel oil (health and safety).

These payments would be made as a direct payment to a vendor. These services are designed to assist applicants in maintaining self-sufficiency, keeping families intact and maintaining a safe and healthy environment for the household. These funds will allow the families to **sustain** the status of their various housing concern(s) until the situation that brought them to request services is resolved; eliminating homelessness with the receipt of service(s) therefore enabling the applicant to eventually maintain housing.

The Division has identified that clients often present with multiple concerns. For instance, the rent or mortgage is in arrears and there is also pending shut off for utility services. The amount requested is more than program guidelines can offer. Extending guidelines to allow applicants to request up to two services at the following maximum limits has allowed families/individuals to maintain housing:

Program Description cont.

rent arrears – not to exceed \$1325.00
mortgage arrears – not to exceed \$2250.00
utility arrears (including gas, electric, water/sewer) – not to exceed \$850.00
security deposits – not to exceed \$1750
fuel oil delivery – not to exceed 100 gallons of fuel at market value

Applicants are required to:

be able to sustain services to avoid eviction or shut off and provide documentation of same
not have received program assistance for two (2) consecutive years
not be receiving HUD, SSI, TANF, GA
must meet the Federal Poverty Index-250% for 2013

2. **Identify the target population served by this program/component (i.e. individuals who have been unemployed for the past 6-12 months).**
 - **Indicate the program's level of experience with the target population.**
 - **Provide a brief outline or snapshot of the characteristics, needs, and current circumstances of the customers the program intends to serve.**
 - **Explain how these customers are distinct in any way from the general population. It is generally viewed as a sign of strength when a program is able to identify the population that will benefit the most from the services provided.**

The Division has developed an efficient and effective assistance delivery of services over the years which insure an objective, centered approach which is sensitive to the needs of each individual case situation. All eligible applicants will be rendered service without discrimination in an atmosphere of mutual respect.

3. **Detail what the program intends to address through service delivery. State the results the program intends to achieve.**

Payment for housing related emergency services to include rent/mortgage arrears; utility (gas, electric, water/sewer) arrears for restoration of service or prevention of termination; and oil deliveries resulting in the maintenance of permanent housing for the health and safety reasons. This will be a one-time payment payable to the vendor(s) as outlined in program description.

4. **Describe the program service delivery method (i.e. in the community, on site).**

Application will be taken at the Gloucester County Division of Social Services during normal business hours. After review and upon approval, payments will be made as direct payments to vendor(s) for the specific service(s) provided.

5. Detail how customers access services.

- **Cite any physical limitations that might preclude program admission or referral acceptance**
- **Discuss referral procedures and discharge planning with respect to the continuum of care**
- **Cite negative and planned discharge procedures**
- **Indicate specific documents needed for referrals, when applicable**

Applicants can be self-referred or referred from a community based source such as local government agencies, private nonprofit agencies, voluntary or faith based organizations/agencies. Clients must be Gloucester County residents and be able to provide identification verifying this fact. Individuals intending to move from another county into Gloucester County would not qualify for this program. All adult household members must complete and sign a formal application. No individual can receive benefits from this program for two (2) consecutive years.

Applicants would be required to provide the following:

- proof of residency
- documentation of income
- utilities bills indicating a shut off notice
- eviction notice
- foreclosure notice
- documentation of the unforeseen situation causing the present situation
- any other information/documentation related to case approval

Applicants should present with any outstanding funding that this program cannot provide in order to secure assistance or provide evidence that funds can be obtained from other funding sources noting approval.

6. Describe the neighborhood(s) and the building(s) where each program site(s) is located. Detail accessibility to mass transportation. Identify the program catchment area.

The GCDSS is located at 400 Hollydell Drive, Sewell, NJ 08080 and applications will be taken daily during hours of operation without appointment. In certain situations, home visits may be made to accommodate a family/individual with special needs that have been identified. Holiday closings are posted with advance notification. Agency is accessible to mass transit and adheres to ADA requirements for the disabled and handicapped.

Program Description cont.

7. Detail the program's emergency procedures. Provide any after-hours telephone numbers, emergency contacts, and special instructions.

There are no specific emergency procedures in place for this program. Decisions can be rendered and expedited in order to avoid eviction or to have utility services restored or heating oil purchased. Health and safety concerns will be given priority.

8. Provide the total number of unduplicated customers served in the previous contract period for each of the contracted programs. Unduplicated customers refers to the practice of counting a customer receiving services only once within a service cycle.

- **Indicate the number of unduplicated customers achieving results.**
- **Indicate how the information was captured and measured.**

Unduplicated case requests/inquiries total 225 for the 2012 year (up to the completion of this document) with approval of 43 payments. The statistics are maintained using an EXCEL data base.

STATE OF NEW JERSEY
DIVISION OF FAMILY DEVELOPMENT

Annex A
PERFORMANCE OUTCOMES
Section 2.3

Program Name: Social Services for the Homeless

For each program component please identify: goals, objectives, activities, and performance outcomes, using the following definitions and the chart below.

GOALS:

Goals are statements detailing the long term, ongoing aims or intentions of each program component. Goals do not have a specific time limit but are designed to produce the desired results over an extended time period. Achievement of goals may reach beyond the contract period.

OBJECTIVES:

Objectives are statements detailing the desired results of day to day activities. These are short term milestones to be achieved during the contract period. Objectives are reflective of the long term goals of the program component and ideally lead to achievement of those goals. Objectives have defined time limits and measurable results.

ACTIVITIES:

Activities are tasks performed to achieve identified objectives. These should be observable and/or measurable.

PERFORMANCE OUTCOMES:

Performance outcomes are the identified, quantifiable impact results of the program component on the target population. They should be tied to the program goals rather than to each objective or activity. Performance outcomes may be attainable during the contract period or it may be necessary to track their attainment over a longer period of time.

Program Name: Social Services for the Homeless

PERFORMANCE OUTCOMES

GOALS	OBJECTIVES					ACTIVITIES					PERFORMANCE OUTCOMES	
	1.	2.	3.	4.	5.	1.	2.	3.	4.	5.	1.	2.
1. To assist clients in sustaining permanent housing	1.	Prevent homelessness				1.	Screen and evaluate eligibility				1. Keep families intact, fostering self-sufficiency; eliminate health and safety risk factors to families /individuals	
	2.	Maintain utility services				2.	Review & Verify documentation					
	3.					3.	Make appropriate vendor payments					
	4.					4.	Notify client and vendor of case status					
	5.					5.						
2.	1.					1.					2.	
	2.					2.						
	3.					3.						
	4.					4.						
	5.					5.						
3.	1.					1.					3.	
	2.					2.						
	3.					3.						
	4.					4.						
	5.					5.						
4.	1.					1.					4.	
	2.					2.						
	3.					3.						
	4.					4.						
	5.					5.						
5.	1.					1.					5.	
	2.					2.						
	3.					3.						
	4.					4.						
	5.					5.						

**STATE OF NEW JERSEY
DIVISION OF FAMILY DEVELOPMENT
Annex A
PROGRAM PERSONNEL INFORMATION
Section 2.4**

Program Name: Social Services for Homeless

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		% OF TIME TO PROGRAM	QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO			
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Social Work Administrative Supervisor	Hazel Porter	8:15am	4:45pm	.75%	Civil Service	Oversight and review of program
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Social Work Supervisor	Felicita Johns	7:30am	4:45pm	.75%	"	Oversight and review of staff functions
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Social Work Supervisor	Theresa Taylor	7:30am	4pm	.75%	"	"
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Social Work Specialist	Barbara Novick	7:30am	4:45pm	1%	Civil Service/Master's Degree	Interviews/determines eligibility
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Social Worker	Christine Jefferson	7:30am	4:45pm	1%	Civil Service	Determine eligibility and process payments
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Social Worker	Thomas Stott	7:30am	4:45pm	1%	Civil Service	"
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Social Worker	Shirley Anderson	7:30am	4:45pm	1%	Civil Service	"
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Social Worker	Cheri Richards	8 am	4:15pm	.5%	Civil Serv	"
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Social Worker	Stefanie Hasselman	7:30am	4pm	1%	Civil Service/Master's Degree	"
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Social Worker	Celma Lee	7:30am	4:45pm	1%	Civil Service	"

STATE OF NEW JERSEY
 DIVISION OF FAMILY DEVELOPMENT
 Annex A
 PROGRAM PERSONNEL INFORMATION
 Section 2.4 Continued

Program Name: Social Services for the Homeless (SH14008)

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		% OF TIME TO PROGRAM	QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO			
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Social Worker	Karen Sanders	7:30am	4:45pm	1%	Civil Service	Same as above
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Human Service Specialist III	Guiselle Spencer	7:30am	4:45pm	1%	Civil Service	"
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Senior Clerk Typist	Linda Wojcik	7:45am	4:15pm	.5%	Civil Service	"
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Clerk II	Amy Jenkins	8am	4pm	.5%	Civil Service	"
<input type="checkbox"/> FT <input type="checkbox"/> PT	Human Service Specialist II	Valoree Luzier	8:30am	4:45pm	1%	Civil Service	"
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		

**STATE OF NEW JERSEY
DIVISION OF FAMILY DEVELOPMENT**

**Annex A
LEVEL OF SERVICE
Section 2.5**

Program/Component Name: Social Services for the Homeless
Service Type: Prevention
Description of Unit Measurement: Payments for rent, utility and mortgage arrears; security deposit and fuel oil delivery
Number of Contracted Slots/Units: 3 per month
Number of Annualized Units: 18

Numbers should reflect unduplicated service counts

	1	2	3
	MONTH	MONTHLY SERVICE DAYS OR UNITS	MONTHLY CONTRACT LOS
1	January	21	
2	February	19	
3	March	21	
4	April	23	
5	May	21	
6	June	21	
7			
8			
9			
10			
11			
12			

STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES

STANDARD LANGUAGE DOCUMENT
FOR SOCIAL SERVICE AND TRAINING CONTRACTS

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

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

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

THEREFORE the Department and the Provider Agency agree as follows:

I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. BASIC OBLIGATIONS OF THE DEPARTMENT

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

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

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

III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. Expiration, Non-Renewal and/or Termination

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

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

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

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

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

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

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

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

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

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

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

V. ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Full-time Salary Compensation Limitation Schedule

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) General Provisions:

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

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

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

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

(iii) Out-of-State-Provisions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) odometer reading exceeds 125,000;

(b) vehicle age is 10 years or older;

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

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

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

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

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

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

CONTRACT SIGNATURES AND DATES

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

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

BY: _____
(signature)

BY: _____
(signature)

(type name)

(type name)

TITLE: _____
(type)

TITLE: _____
(type)

PROVIDER
AGENCY: _____
(type)

DEPARTMENTAL
COMPONENT: _____
(type)

DATE: _____

DATE: _____

Contract Effective Date: _____

Contract Expiration Date: _____

Contract Number: _____

Contract Ceiling: _____

Federal ID#: _____

Provider Contact Individual: _____
(Print Name)

STATE OF NEW JERSEY

CONTRACT SIGNATURES AND DATES

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

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

BY: _____
(signature)

Robert Damming
(type name)

BY: _____
(signature)

(type name)

TITLE: Freeholder Director
(type)

TITLE: _____
(type)

PROVIDER
AGENCY: County of Gloucester
(type)

DEPARTMENTAL
COMPONENT: _____
(type)

DATE: _____

DATE: _____

Contract Effective Date: January 1, 2014

Contract Expiration Date: June 30, 2014

Contract Number: SH14008

Contract Ceiling: \$190,054

Federal ID#: 21-6000-660

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

25

RESOLUTION AUTHORIZING ONE (1) YEAR EXTENSION TO AGREEMENTS WITH THE FOLLOWING AGENCIES: CATHOLIC CHARITIES, DIOCESE OF CAMDEN, CENTER FOR FAMILY SERVICES, INC., VOLUNTEERS OF AMERICA DELAWARE VALLEY, INC. AND GATEWAY COMMUNITY ACTION PARTNERSHIP, INC.

WHEREAS, agreements were awarded on December 29, 2010, per RFP #011-008 to Catholic Charities, Diocese of Camden; Center for Family Services, Inc.; Volunteers of America Delaware Valley; and Gateway Community Action Partnership, Inc.; and

WHEREAS, the specifications provided the County with the option to extend for two (2) additional one year periods, with this being the first request; and

WHEREAS, the Purchasing Director has recommended that the option to extend be exercised, extending the term of the Agreements for one year, from January 1, 2014 to December 31, 2014; and

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

WHEREAS, the Catholic Charities Agreement is extended in an amount not to exceed \$54,805.00 (\$35,025.00 in SSH State funding, \$7,280.00 in SSH TANF funding and \$12,500.00 in Sandy Homeowner/Renter Assistance funding); the Center for Family Services, Inc. Agreement is extended in an amount not to exceed \$112,466.00 (\$67,316.00 in SSH State funding, \$15,150.00 in SSH TANF funding and \$30,000.00 in Sandy Homeowner/Renter Assistance funding); the Volunteers of America Delaware Valley, Inc. Agreement is extended in an amount not to exceed \$33,429.00 (\$19,507.00 in SSH State funding, \$3,300.00 in SSH TANF funding and \$10,622.00 in SSBG funding); and the Gateway Community Action Partnership, Inc. Agreement is extended in an amount not to exceed \$8,950.00 (\$8,950.00 in SSH TANF funding).

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester does hereby exercise its option to extend the agreements with Catholic Charities, Diocese of Camden, in an amount not to exceed \$54,805.00; Center for Family Services, Inc., in an amount not to exceed \$112,466.00; Volunteers of America Delaware Valley, in an amount not to exceed \$33,429.00; and Gateway Community Action Partnership, Inc., in an amount not to \$8,950.00, for an additional one year period, from January 1, 2014 to December 31, 2014; and the County Purchasing Agent is directed to so inform the Contractor.

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey, held on Friday, December 27, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

F1

RESOLUTION AUTHORIZING THE PURCHASE OF DATA SOFTWARE FROM SOFTWARE HOUSE INTERNATIONAL (SHI) CORPORATION FOR THE GLOUCESTER COUNTY CLERK'S ELECTION OFFICE THROUGH STATE CONTRACT #A77560, IN THE TOTAL AMOUNT OF \$33,001.60

WHEREAS, the County has a need to purchase data software that will be used for election night reporting by the Gloucester County Clerk's Election Office; and

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment, through State Contract, without the need for public bidding; and

WHEREAS, it has been determined that the County can purchase the said data software from Software House International (SHI) Corporation, 290 Davidson Avenue, Somerset, New Jersey 08873 for the total contract amount of \$33,001.60 through State Contract #A77560; and

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds in the amount of \$33,001.60, pursuant to C.A.F. #13-11105, which amount, shall be charged against budget line item T-03-08-501-120-20653.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders that the County Purchasing Agent be authorized to purchase the data software for the Gloucester County Clerk's Election Office from Software House International (SHI) Corporation, for the total contract amount of \$33,001.60 through State Contract #A77560.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Friday, December 27, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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

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Certificate of Availability of Funds

TREASURER'S NO. 13-11105 DATE 12/11/13

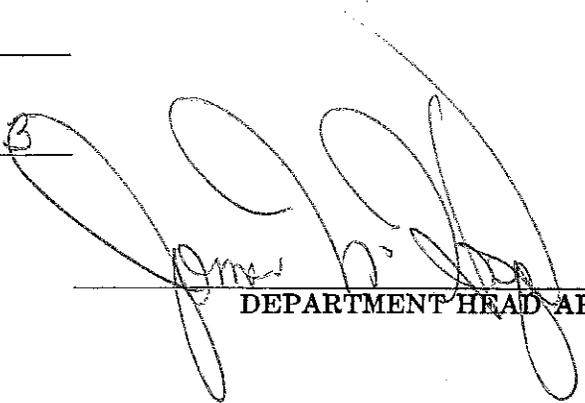
BUDGET NUMBER - CURRENT YR 2013 B _____ DEPARTMENT County Clerk

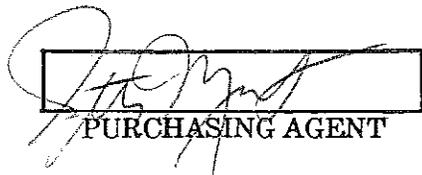
AMOUNT OF CERTIFICATION 33001.60 COUNTY COUNSEL _____

DESCRIPTION: Data Software for Election Night Reporting

VENDOR: Software House International (SHI) Corp.

ADDRESS: 290 Davidson Avenue
Somerset, NJ 08873


DEPARTMENT HEAD APPROVAL

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 12-18-13

Fresh Alder Meeting
12/18/13

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RESOLUTION AUTHORIZING FILING OF GRANT APPLICATION WITH THE NATIONAL PARK SERVICE FOR THE BATTLEFIELD PROTECTION GRANT AND EXECUTION OF ALL RELATIVE DOCUMENTS

WHEREAS, the Department Head of the Gloucester County Parks & Recreation Department has recommended to the Gloucester County Board of Chosen Freeholders that it submit an application for grant funding from the National Park Service; and

WHEREAS, said grant will be funded by the Battlefield Protection Program to support a Phase I archaeological study of Fort Mercer at Red Bank Battlefield Park which includes the use of ground penetrating radar to determine the original footprint of the fort and possible identification of the burial site of Hessian soldiers; and

WHEREAS, the Gloucester County Parks & Recreation Department has reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct; and

WHEREAS, the Board of Chosen Freeholder of the County of Gloucester deems this to be beneficial to the citizens of the County of Gloucester; and

WHEREAS, the Gloucester County Parks & Recreation Department has submitted the grant application to the Department of Human Services for review and said agency has approved said application, and the Gloucester County Board of Chosen Freeholders understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations, and rules issued by the National Park Service for the administration of the grant project; and

WHEREAS, the grant is in the amount of \$45,000.00 with an in-kind match of \$10,000.00 for a total of \$55,000.00 for grant period June 1, 2014 to September 1, 2014.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that it hereby authorizes the submission of an application to the National Park Service for grant funding in the amount of \$45,000.00 with an in-kind match of \$10,000.00 for a total of \$55,000.00, for the period June 1, 2014 to September 1, 2014, for an archaeological study at Red Bank Battlefield Park for the hereinabove purposes; and, 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 grant application and all applicable documents of the Battlefield Protection Grant.

BE IT FURTHER RESOLVED that the Freeholder Director and the Clerk of the Board hereby confirms that the County shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary additional assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday December 27, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DiLELLA, CLERK



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BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damming

FREEHOLDER LIAISON
Vincent H. Nestore Jr.

TO: PHO JEN JANOFSKY
DEPARTMENT: PARKS & RECREATION
GRANT TITLE: NATIONAL PARK SERVICES
BATTLEFIELD PROTECTION GRANT



DATE: DECEMBER 11, 2013

DEPARTMENT OF HUMAN
SERVICES

DIRECTOR
Lisa A. Cerny

P.O. Box 337
Woodbury, NJ 08096

Phone: 856.384.6870
Fax: 856.384.0207

lcerny@co.gloucester.nj.us

www.gloucestercountynj.gov

CERTIFICATION LETTER

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

REVIEWED BY: [Signature]

REVIEWED BY: [Signature]
Grants Coordinator

FREEHOLDER MEETING: DECEMBER 27, 2013

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

GRANT REQUEST FORM

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

DATE: 12/11/13

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

2. GRANT TITLE: National Park Service Battlefield Protection Grant

3. CATALOGUE OF FEDERAL DOMESTIC ASSISTANCE (C.F.D.A) #

4. GRANT TERM: FROM: June 2014 TO: September 2014

5. COUNTY DEPARTMENT: Parks and Recreation

6. DEPT. CONTACT PERSON & PHONE NUMBER: Jen Janofsky 853-5120

7. NAME OF FUNDING AGENCY: National Park Service

8. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): We are seeking funds to fund a phase one archaeological study of the Fort Mercer. The archaeological study will include the use of ground penetrating radar to determine the original footprint of the fort and possible remains of Hessian soldiers.

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

NAME	AMOUNT	NAME	AMOUNT
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

10. TOTAL SALARY CHARGED TO GRANT: _____

11. INDIRECT COST (IC) RATE: _____ %

12. IC CHARGED TO GRANTS \$ _____

National Park Service Battlefield Protection Grant

Goal:

To map the original boundaries of Fort Mercer and determine the location of Hessian remains.

Objective:

Red Bank will work with a team of archaeologists to determine the boundaries of Ft. Mercer. The archaeological team will work with the Whitall House staff to perform public outreach and offer tours of the dig site. Ultimately, the information will help Red Bank determine an interpretative plan to better explain the battlefield area.

Budget:

#20299	Outside Services	\$45,000.00
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Archaeologists will be contracted to perform the duties of determining the boundaries of Ft. Mercer. They will also assist in public outreach efforts and tours of the dig site.

Koch, Alan

From: Rose, Chuck
Sent: Thursday, December 12, 2013 11:10 AM
To: Koch, Alan
Subject: Fwd: Lisa per our conversation that was discussed at Parks budget hearing
Attachments: Battlefield Protection Grant Request.docx; ATT00001.htm; Battlefield Protection Resolution.docx; ATT00002.htm; Battlefield Protection Agenda Request.docx; ATT00003.htm

Here you go

Sent from my iPhone

Begin forwarded message:

From: "Rose, Chuck" <crose@co.gloucester.nj.us>
Date: December 12, 2013 at 9:19:32 AM EST
To: "Cerny, Lisa A." <lcerny@co.gloucester.nj.us>
Cc: "Mc Farland Jr., Calvin D." <cmcfarland@co.gloucester.nj.us>
Subject: Lisa per our conversation that was discussed at Parks budget hearing

Here you go....I am going to the vet with Michelle for rocco this morning if you need me please call my cell...THX

I know this has to get to legal by tomorrow.

Blurb....

Red Bank is requesting \$45,000 from the National Park Service's Battlefield Protection Program to support a phase one archaeological study of Fort Mercer. The grant would help support the use of ground penetrating radar to determine the original footprint of the fort and attempt to identify the burial site of Hessian soldiers. We will offer an in-kind match through Curator Jen Janofsky's salary of \$10,000 to administer the grant. The grant will begin in June 2014 and conclude in September 2014.

All the best,

Chuck Rose

Director of Parks & Recreation
Shady Lane Complex
254 County House Road
Clarksboro, NJ 08020
856.251.6710
[Parks & Recreation Home Page](#) & www.facebook.com/whitallhouse

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, we apologize for the inconvenience. However, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone at 856.251-6710.

RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION FOR PROJECT SUPPORT GRANT FUNDING FROM THE NATIONAL PARK SERVICE FROM JUNE 1, 2014 TO SEPTEMBER 1, 2014 IN THE AMOUNT OF \$45,000.00.

WHEREAS, the Department Head of the Gloucester County Parks & Recreation Department has recommended to the Gloucester County Board of Chosen Freeholders that it submit an application for grant funding from the National Park Service; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester has reviewed such application and considers it beneficial to the citizens of the County of Gloucester, and

WHEREAS, the Gloucester County Parks & Recreation Department has submitted the grant application to the Department of Human Services for review, and said agency has approved said application, and the Board of Chosen Freeholders of the County of Gloucester understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the National Park Service for the administration of the grant project.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that hereby authorizes the submission of an application for grant funding in the amount of \$45,000.00 and an in-kind gift of \$10,000 for a total of \$45,000.00 from June 1, 2014 to September 1, 2014 to the National Park Service for an archaeological survey at Red Bank which includes the use of ground penetrating radar to determine the original footprint of Ft. Mercer and

BE IT FURTHER RESOLVED that the Freeholder Director and the Clerk of the Board hereby confirms that the County shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary additional assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Friday December 27, 2013 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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