

**AGENDA**

7:30 p.m. Wednesday, February 19, 2014

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from January 22, 2014.

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

**DEPARTMENT OF ADMINISTRATION**

**DIRECTOR DAMMINGER  
FREEHOLDER CHILA**

**A-1 RESOLUTION AUTHORIZING A CLOSED SESSION TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF A WORKERS' COMPENSATION CLAIM CAPTIONED MARY DONALDSON V. GLOUCESTER COUNTY, C.P. NO. 2009-31415.**

The general nature of the subject to be discussed at the closed meeting of February 19, 2014, shall be the possible settlement of the above workers' compensation matter. The Petitioner is represented by the law firm of Hoffman DiMuzio.

**A-2 RESOLUTION ESTABLISHING FEES FOR SENIOR SERVICES, HEALTH, AND PARKS AND RECREATION EFFECTIVE JANUARY 1, 2014.**

This Resolution authorizes the establishment of respective fee schedules relative to meals, inspections, services, and summer programs, effective as of January 1, 2014.

**A-3 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH POLLUTION CONTROL FINANCING AUTHORITY OF GLOUCESTER COUNTY FOR THE PROVISION OF BOND COUNSEL SERVICES.**

The Pollution Control Financing Authority of Gloucester County ("Authority") has received an application to refinance debt from Logan Energy. The Authority requires the services of qualified bond counsel to consider this refinancing. This resolution authorizes a shared services agreement between the county and the authority facilitating the engagement of the county's bond counsel by the Authority.

**A-4 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH GLOUCESTER COUNTY COLLEGE FOR THE OPERATION OF THE GLOUCESTER COUNTY WORKFORCE INVESTMENT BOARD.**

This Resolution will approve a Shared Services Agreement between the County and Gloucester County College ("GCC") for the use of building space at GCC for the operation of the Gloucester County Workforce Investment Board ("GCWIB"). The GCWIB provides educational and technical training to eligible individuals in order to create a workforce tailored to meet the needs of businesses in the community. GCC will provide space in its Continuing Education Building for use by the GCWIB. GCWIB will collaborate with and assist the GCC to utilize the GCWIB's resources for various functions such as creating and developing various educational and job training programs, administering various grant programs, and offering literacy programs to Gloucester County residents. The Shared Services Agreement will be in effect for a period of ten (10) years.

**A-5 RESOLUTION APPOINTING A MEMBER TO THE GLOUCESTER COUNTY LIBRARY COMMISSION.**

The Freeholder Board desires to appoint a member to the Gloucester County Library Commission in accordance with N.J.S.A. 40:33-7. This will appoint Mario DiLisciandro to the Commission for a period of five (5) years.

**A-6 RESOLUTION APPOINTING MEMBERS TO THE SENIOR SERVICES ADVISORY BOARD**

In accordance with the Senior Services Advisory Board By-laws, a full council shall consist of 12 members. This resolution will appoint Marc J. Nagtegaal and Wilma M. Nagtegaal to serve on the Board for a period of one (1) year.

**A-7 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF FEBRUARY, 2014.**

The Treasurer of Gloucester County submits the bill list for February for Freeholder approval, including ratification of payments made to cover emergency payments made by the Division of Social Services. Upon approval, the Treasurer is then authorized to render payment to vendors appearing on the list. Checks will be mailed February 20, 2014.

**A-8 RESOLUTION AUTHORIZING EMERGENCY TEMPORARY APPROPRIATIONS.**

This resolution allows the County to add on funds to the temporary budget in excess of the 26.5% formula. The formula assumes you only need 26.5% of the previous year's costs to fund operations prior to budget adoption; however, this budget line item has been fully expended due to harsh winter conditions. This emergency temporary appropriation is needed to increase the amount for the purchase of salt in Public Works – Highways budget, and is in accordance with N.J.S.A. 40A:4-20 which provides for the creation of an emergency temporary appropriation.

**A-9 RESOLUTION AUTHORIZING 2013 APPROPRIATION RESERVE BUDGET TRANSFERS**

This resolution is needed to transfer 2013 funds from department to department where needed to pay bills. Said transfers are in accordance with the provisions of Title 40A of the revised statutes of the State of New Jersey, specifically N.J.S.A. 40A:4-58 and N.J.S.A. 5-59.

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

**FREEHOLDER CHILA  
FREEHOLDER TALIAFERRO**

**DEPARTMENT OF ECONOMIC DEVELOPMENT  
& PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER CHRISTY**

**C-1 RESOLUTION AUTHORIZING EXTENSIONS TO COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CONTRACTS WITH THE TOWNSHIP OF MANTUA AND THE BOROUGH OF PITMAN FOR SPECIFIED ROAD IMPROVEMENTS**

This two phase Resolution extends Contracts: (1) with the Township of Mantua originally entered into on November 20, 2012 for Phase I Reconstruction of Booty Mill Road through August 31, 2014 due to a delay in the bidding process; and, (2) with the Borough of Pitman originally entered into on February 6, 2013 for road improvements to Pitman Grove at egress roadways from 1<sup>st</sup> Avenue to 12<sup>th</sup> Avenue through August 31, 2014 due to significant delays while the State Historical Preservation Office review was being completed in addition to multiple snow storms.

**C-2 RESOLUTION AUTHORIZING THE APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE 2014 STATE AID TO COUNTIES.**

This Resolution authorizes and approves an Agreement between the State of New Jersey and the County of Gloucester for the County Aid Portion of the New Jersey Department of Transportation Trust Fund Authority Act for the Fiscal Year 2014 per Engineering SA-32-01. This Resolution authorizes the County's annual allocation for 2014 from the Transportation Trust Fund in the amount of \$3,674,000.00. The money is anticipated and incorporated into the Department's Capital Budget Request.

**C-3 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #01-INCREASE WITH ZONE STRIPING, INC. IN THE AMOUNT OF \$250.00.**

This Resolution will authorize and approve a Contract Change Order #01-Increase in the amount of \$250.00 for a total revised contract amount of \$539,583.77 between the County and Zone Striping, Inc. The Change Order funds additional beam guide rail necessary for compliance. This contract was awarded based upon bids that were publicly received and opened by the County for the Project on Wednesday, February 20, 2013. Zone Striping, Inc. was determined to be the lowest responsive and responsible bidder for the Project, "Gloucester County Roadway Safety Project Various Municipalities throughout Gloucester County", Federal Project No STP-COOS(339), Engineering Project #12-04FA, for an original contract in the total amount of \$539,333.77. This project is 100% Federal Aid Funded.

**DEPARTMENT OF EDUCATION**

**FREEHOLDER BARNES  
FREEHOLDER SIMMONS**

**DEPARTMENT OF HEALTH &  
HUMAN SERVICES**

**FREEHOLDER TALIAFERRO  
FREEHOLDER BARNES**

**E-1 RESOLUTION AUTHORIZING SENIOR SERVICES CONTRACTS FROM JANUARY 1, 2014 TO DECEMBER 31, 2014.**

This resolution authorizes the execution of Agreements, awarded by RFP #13-040, for the provision of various programs for the seniors of Gloucester County from January 1, 2014 to December 31, 2014 as follows: **Gloucester County Department of Health, Senior Services and Disability Services**, 1340 Tanyard Road, Sewell, N.J. 08080, for the provision of the Blind/Visually Impaired Program (#070) for an amount not to exceed \$49,000.00 (Grant Funds \$36,600 (SSBG); Local Public Match \$12,200.00; Estimated Client Donations \$200.00); **Gloucester County Division of Social Services**, 400 Hollydell Drive, Sewell, N.J. 08080, for the provision of the Adult Protective Services Program (#065) for an amount not to exceed \$132,245.00 (Grant Funds \$129,775.00 (APS); Local Public Match \$2,470.00); **All About Care, LLC**, 870 Mantoloking Road, Brick, N.J. 08723, for the provision of the Personal Care/Homemaker Services Program (#086) for an amount not to exceed \$47,600.00 (Grant Funds \$47,500.00 (IIIB); Estimated Client Donations \$100.00); **All About Care, LLC**, for the provision of the Housekeeping Services Program (#087) for an amount not to exceed \$9,600.00 (Grant Funds \$9,500.00 (IIIB); Estimated Client Donations \$100.00); **Department of Human Services**, 115 Budd Blvd, West Deptford, N.J. 08096, for the provision of the Non-Emergency Medical Transportation Program (#003) for an amount not to exceed \$40,940.00 (Grant Funds \$39,000.00 (IIIB); Local Public Match \$1,440.00; Estimated Client Donation \$500.00); **Department of Human Services** for the provision of the Blind/Visually Impaired Transportation Program (#035) to the elderly on behalf of the **Gloucester County Division of Senior Services** for an amount not to exceed \$11,600.00 (Grant Funds \$11,500.00 (IIIB); Estimated Client Donation \$100.00); **Department of Human Services** for the provision of the Escorted Transportation Program (#060) for an amount not to exceed \$27,608.00 (Grant Funds \$24,805.00 (SHTP); Local Public Match \$2,703.00; Estimated Client Donation \$100.00); **Gloucester County Department of Health**, 204 East Holly Ave., Sewell, N.J. 08080, for the provision of the Physical Health-Tai Chi & Arthritis Foundation Program (#008) for an amount not to exceed \$8,730.00 (Grant Funds \$2,060.00(IIIB)-\$2,064.00(IIID); Local Public Match \$4,506.00; Estimated Client Donations \$100.00); **Gloucester County Department of Health** for the provision of the Senior Health Connection Program (#009) for an amount not to exceed \$15,672.00 (Grant Funds \$14,672.00 (IIID); Local Public Match \$800.00; Estimated Client Donations \$200.00). All contracts are contingent upon grant funding under the Area Plan Grant awarded by the State of New Jersey Department of Human Services, Division of Aging Services.

**E-2 RESOLUTION ACCEPTING DONATION OF TWO CEMETERY PLOTS FROM EGLINGTON CEMETERY CO., CLARKSBORO, NJ.**

This Resolution authorizes the County to accept from Eglinton Cemetery Co., 320 Kings Highway, Clarksboro, NJ, donation of two cemetery plots located at Eglinton Cemetery, for use as the County deems appropriate. The County has a need for the plots in order to comply with its statutory obligation to make appropriate burial arrangements for indigent persons pursuant to N.J.S.A. 40A:9-49.1, and for the County Medical Examiner to comply with its statutory obligation to make appropriate burial arrangements for unidentified or unclaimed bodies pursuant to N.J.S.A. 40A:9-49.

**E-3 RESOLUTION AUTHORIZING AMENDMENT TO THE CONTRACTS FOR DIVISION OF DISABILITY SERVICES AND EXTENDING CONTRACT TERMS FROM JANUARY 1, 2014 TO DECEMBER 31, 2014.**

Resolution authorizing one year extensions and amendments to contracts awarded pursuant to RFP-11-009 for Division of Disability Services, from January 1, 2014 to December 31, 2014 to the following agencies: **Center for Family Services, Inc.**, to provide youth treatment and aftercare, adult outpatient treatment, youth intervention counseling and youth shelter prevention education to Gloucester County Residents, in an amount not to exceed \$53,100.00; **The Recovery Services of New Jersey, Inc. t/a Lighthouse at Mays Landing, Inc.**, to provide adult inpatient detoxification, residential treatment and aftercare/discharge planning placement to sober living environment for Gloucester County Residents, in an amount not to exceed \$39,500.00; **Maryville, Inc.**, to provide adult inpatient detoxification, residential treatment, residential MICA treatment outpatients assessments and outpatient treatment and aftercare/discharge planning placement to sober living environments for Gloucester County Residents, in an amount not to exceed \$194,700.00; **New Hope Foundation, Inc.**, to provide adult inpatient detoxification and adult/youth inpatient addiction treatment services and halfway house services to Gloucester County Residents, in an amount not to exceed \$26,400.00; **Sodat, Inc.**, to provide substance abuse prevention and outpatient treatment services for the Deptford Mall Treatment Center, youth counseling, youth family crisis intervention, psychological evaluations for Gloucester County Residents, in an amount not to exceed \$40,761.00; **Volunteers of America, Delaware Valley, Inc.**, to provide residential treatment, inpatient detoxification and aftercare/discharge planning placement to sober living environment for Gloucester County Residents, in an amount not to exceed \$8,000.00; and **Wounded Healer, Inc.**, to provide addiction rehabilitation for adults/adolescents, intensive outpatient treatment, group individual and family counseling, urinalysis, case management, HIV risk reduction, substance abuse assessments and evaluations to the juvenile detention/probation population and parent conferences, in an amount not to exceed \$32,450.00. An amendment is necessary with each contract to reflect the funds awarded to each agency for the 2014 year.

**DEPARTMENT OF BUILDINGS &  
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY  
FREEHOLDER DIMARCO**

**G-1 RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER SOFTWARE AND MAINTENANCE FROM SOFTWARE HOUSE INTERNATIONAL, CORP., THROUGH STATE CONTRACT #A77560 IN THE TOTAL AMOUNT OF \$50,000.00, FROM JANUARY 1, 2014 TO DECEMBER 31, 2014.**

This will allow for the payment of our Infoshare Database Computer Software Maintenance that is necessary to perform everyday operations in the Office of the County Prosecutor. Maintenance services include unlimited telephone consultation on administration/operations, direct dial-in VPN connection for error correction & problem resolution, and personalized modifications to the modules.

Old Business

New Business

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

Adjournment

**MINUTES**

7:30 p.m. Wednesday, January 22, 2014

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Chila	X	
Barnes	X	
Christy	X	
DiMarco	X	
Simmons	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 December 27, 2013.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy					X
DiMarco					X
Simmons		X	X		
Taliaferro					X
Damminger			X		

Comments: \_\_\_\_\_

P-1 Proclamation Recognizing Gwendolyn Joyce Brown upon her retirement for Woodbury City Council (Taliaferro) (previously presented)

**INTRODUCTION**

**ORDINANCE TO AMEND THE SCHEDULE OF FEES FOR EMERGENCY MEDICAL SERVICES.**

GCEMS seeks reimbursement from insurance carriers for emergency medical service treatment and transportation provided to patients. Under the current fee structure adopted in 2011, GCEMS charges up to \$650 per transport and up to \$15 per loaded mile. This ordinance would increase the transport charge to \$700, and the loaded mile fee to \$17. Rates charged by New Jersey Basic Life Support (EMS) providers range from \$550 to \$850 for transport, and \$14 to \$18 for mileage. Note that the fees reflect the maximum amount sought from insurance carriers, including Medicare and Medicaid, and not the actual reimbursement received by GCEMS. In 2013, GCEMS realized \$3,802,249.86 in reimbursement from insurance carriers. Per the policy previously approved the Board of Chosen Freeholders, Gloucester County residents are not required to pay any out-of-pocket costs associated with GCEMS services.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**INTRODUCTION**

**AN ORDINANCE OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, AUTHORIZING THE GUARANTY BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE COUNTY GUARANTEED SOLID WASTE REVENUE BONDS (LANDFILL PROJECT, SERIES 2014), TO BE ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$6,500,000; AND DETERMINING CERTAIN MATTERS IN CONNECTION THEREWITH.**

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	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
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments:N/A

**CLOSE**

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments:N/A

**DEPARTMENT OF ADMINISTRATION**

**DIRECTOR DAMMINGER  
FREEHOLDER CHILA**

**A-1 RESOLUTION APPROVING REVISIONS TO THE HUMAN RESOURCES MANUAL AND TO AMEND THE ADMINISTRATIVE CODE SECTION PER-6.**

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments:N/A

**A-2 RESOLUTION ACKNOWLEDGING FIRST AMENDMENT AND SECOND AMENDMENT TO PORT ESSEX PROJECT SITE GROUND LEASE BETWEEN THE BOROUGH OF PAULSBORO AND SOUTH JERSEY PORT CORPORATION AND AUTHORIZING EXECUTION THEREOF BY THE COUNTY.**

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes		X	X		
Christy			X		
DiMarco			X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments:N/A

**A-3 RESOLUTION AUTHORIZING APPROPRIATION RESERVE BUDGET TRANSFER.** This resolution is needed to transfer 2013 funds from department to department where needed to pay bills.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments:N/A

**A-4 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF JANUARY 2014.**

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons					X
Taliaferro		X	X		
Damminger			X		

Comments:N/A

**A-5 RESOLUTION AUTHORIZING A CONTRACT WITH LAW OFFICES OF MICHAEL J. SILVANO, LLC, FOR PROFESSIONAL BAIL FORFEITURE LEGAL SERVICES AND OTHER LEGAL SERVICES OF A SPECIALIZED NATURE FROM JANUARY 1, 2014 TO DECEMBER 31, 2014, IN AN AMOUNT NOT TO EXCEED \$35,000.00.**

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments:N/A

**A-6 RESOLUTION AUTHORIZING A CONTRACT WITH MUNIDEX, INC., FOR THE DEVELOPMENT, PRINTING AND FIRST CLASS MAILING OF PROPERTY ASSESSMENT NOTIFICATION CARDS FOR APPROXIMATELY 110,983 PROPERTY OWNERS WITHIN GLOUCESTER COUNTY IN AN AMOUNT NOT TO EXCEED \$54,381.67.**

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments:N/A

**A-7 RESOLUTION AUTHORIZING A CONTRACT WITH CIVIL SOLUTIONS, A DIVISION OF ARH, INC., FOR THE PROVISION OF ENGINEERING SERVICES FOR TAX MAP MAINTENANCE AND UPDATES FROM JANUARY 22, 2014 TO DECEMBER 31, 2014 IN AN AMOUNT NOT TO EXCEED \$285,869.91.**

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments:N/A

**A-8 RESOLUTION AUTHORIZING THE USE OF GOVDEALS ONLINE AUCTIONS TO SELL GOVERNMENT SURPLUS PROPERTY, PER STATE CONTRACT #A83453, INDEX #T2581 ON A COMMISSION BASIS FOR THE CALENDAR YEAR 2014.**

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments:N/A

**A-9 RESOLUTION AUTHORIZING THE PURCHASE OF MATERIALS, SUPPLIES AND EQUIPMENT THROUGH STATE OF NEW JERSEY CONTRACTS IN ACCORDANCE WITH N.J.S.A. 40A:11-12 FOR THE CALENDAR YEAR 2014.**

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments:N/A

**A-10 RESOLUTION TO PURCHASE COMPUTER EQUIPMENT FROM DELL-SLG SALES THROUGH STATE CONTRACT #A70256 IN AN AMOUNT NOT TO EXCEED \$500,000.00 FOR THE YEAR 2014.**

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments:N/A

**A-11 RESOLUTION TO PURCHASE HEWLETT PACKARD PRODUCTS THROUGH STATE OF NEW JERSEY "WESTERN STATES CONTRACTING ALLIANCE" (WSCA) CONTRACT #A70262 FOR AN AMOUNT NOT TO EXCEED \$250,000.00 FROM JANUARY 1, 2014 TO DECEMBER 31, 2014.**

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments:N/A

**A-12 RESOLUTION AUTHORIZING THE PURCHASE OF SOFTWARE MAINTENANCE AGREEMENTS FOR THE YEAR 2014 FROM EDMUNDS & ASSOCIATES, INC., FOR A TOTAL CONTRACT AMOUNT OF \$35,254.00.**

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments:N/A

**A-13 RESOLUTION TO PURCHASE POSTAGE AND POSTAGE SUPPLIES THROUGH STATE CONTRACT #A75237 FROM PITNEY BOWES IN AN AMOUNT NOT TO EXCEED \$146,000.00 FROM JANUARY 1, 2014 TO DECEMBER 31, 2014.**

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments:N/A

**A-14 RESOLUTION TO PURCHASE LENOVO PRODUCTS FROM CDW-G THROUGH LENOVO STATE CONTRACT #A70263 FOR AN AMOUNT NOT TO EXCEED \$100,000.00 FROM JANUARY 1, 2014 TO DECEMBER 31, 2014.**

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments:N/A

**A-15 RESOLUTION REORGANIZING THE ADMINISTRATIVE FUNCTIONS OF THE DEPARTMENT OF PARKS AND RECREATION AND THE DEPARTMENT OF BUILDINGS AND GROUNDS.**

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments:N/A

**A-16 RESOLUTION PLACING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM UNDER AND WITHIN THE GLOUCESTER COUNTY DIVISION OF PLANNING.**

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments:N/A

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

**FREEHOLDER CHILA  
FREEHOLDER TALIAFERRO**

**B-1 RESOLUTION AUTHORIZING A CONTRACT WITH COOPER UNIVERSITY HOSPITAL, DIVISION OF EMS/DISASTER MEDICINE FOR THE PROVISION OF PROFESSIONAL SERVICES AS MEDICAL DIRECTOR FOR THE GLOUCESTER COUNTY REGIONAL EMS PROGRAM, IN AN AMOUNT NOT TO EXCEED \$125,000.00 FROM MARCH 1, 2014 TO FEBRUARY 28, 2015.**

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons			X		
Taliaferro		X	X		
Damminger			X		

Comments:N/A

**B-2 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT WITH AMBULANCE NETWORK, INC. TO DECREASE THE CONTRACT AMOUNT BY \$5,600.00.**

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons			X		
Taliaferro		X	X		
Damminger			X		

Comments:N/A

**B-3 RESOLUTION AUTHORIZING THE EXECUTION OF A JOINT BILLING AGREEMENT BY AND BETWEEN VIRTUA HEALTH, INC. AND THE COUNTY OF GLOUCESTER CONCERNING BILLING FOR EMERGENCY MEDICAL SERVICES FOR THE PERIOD OF JANUARY 1, 2014 TO DECEMBER 31, 2014.**

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons			X		
Taliaferro		X	X		
Damminger			X		

Comments:N/A

**B-4 RESOLUTION AUTHORIZING THE EXECUTION OF A JOINT BILLING AGREEMENT BY AND BETWEEN INSPIRA MEDICAL CENTER WOODBURY, INC., AND THE COUNTY OF GLOUCESTER CONCERNING BILLING FOR EMERGENCY MEDICAL SERVICES FOR THE PERIOD OF JANUARY 1, 2014 TO DECEMBER 31, 2014.**

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons			X		
Taliaferro		X	X		
Damminger			X		

Comments:N/A

**B-5 RESOLUTION AUTHORIZING CONTRACT WITH COOPER NOTIFICATION, INC., FOR SERVICES OF THE ROAM SECURE ALERT NETWORK SYSTEM (GLOUCESTER ALERT), FOR A TOTAL CONTRACT AMOUNT OF \$35,000.00 FROM JANUARY 1, 2014 TO DECEMBER 31, 2014.**

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons			X		
Taliaferro		X	X		
Damminger			X		

Comments:N/A

**DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER CHRISTY**

**C-1 RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE WORKFORCE INVESTMENT BOARD AND THE ONE STOP PARTNERS AS REQUIRED BY THE WORKFORCE INVESTMENT ACT OF AUGUST 1998.**

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Simmons	X		X		
Taliaferro			X		
Damminger			X		

Comments:N/A

**C-2 RESOLUTION APPROVING THE GLOUCESTER COUNTY WORKFORCE INVESTMENT BOARD LOCAL AREA PLAN FROM JANUARY 1, 2014 TO DECEMBER 31, 2017.**

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Simmons	X		X		
Taliaferro			X		
Damminger			X		

Comments:N/A

**C-3 RESOLUTION TO SUBMIT THE WORKFORCE INVESTMENT BOARD RECERTIFICATION APPLICATION FOR 2014 TO THE NJ STATE EMPLOYMENT AND TRAINING COMMISSION.**

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Simmons	X		X		
Taliaferro			X		
Damminger			X		

Comments:N/A

**C-4 RESOLUTION AUTHORIZING SETTLEMENT AND PAYMENT OF FUNDS IN THE MATTER OF THE COUNTY OF GLOUCESTER V. ELAINE H. HAMMEL UNDER DOCKET NO. GLO-L-943-13.**

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Simmons	X		X		
Taliaferro			X		
Damminger			X		

Comments:N/A

**C-5 RESOLUTION AUTHORIZING PROFESSIONAL SERVICES CONTRACT AMENDMENT INCREASE #01 WITH FEDERICI & AKIN, P.A., IN AN AMOUNT NOT TO EXCEED \$40,000.00.**

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Simmons	X		X		
Taliaferro			X		
Damminger			X		

Comments:N/A

**C-6 RESOLUTION AUTHORIZING THE APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE JESSUP MILL BRIDGE 4-H-5 REPLACEMENT PROJECT.**

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Simmons	X		X		
Taliaferro			X		
Damminger			X		

Comments:N/A

DEPARTMENT OF EDUCATION

FREEHOLDER BARNES  
FREEHOLDER SIMMONS

DEPARTMENT OF HEALTH &  
HUMAN SERVICES

FREEHOLDER TALIAFERRO  
FREEHOLDER BARNES

**E-1 RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND THE COUNTY OF SALEM FOR THE PROVISION OF A HEALTH OFFICER FROM JANUARY 1, 2014 TO DECEMBER 31, 2018.**

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes		X	X		
Christy			X		
DiMarco			X		
Simmons			X		
Taliaferro	X		X		
Damminger			X		

Comments:N/A

**E-2 RESOLUTION AUTHORIZING A CONTRACT WITH THE DIGITAL HEALTH DEPARTMENT TO SUPPLY A DATA MANAGEMENT SYSTEM FOR THE GLOUCESTER COUNTY HEALTH, SENIOR & DISABILITIES SERVICES DEPARTMENT FOR A TOTAL CONTRACT AMOUNT OF \$72,875.00 FROM FEBRUARY 1, 2014 TO JANUARY 31, 2015.**

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes		X	X		
Christy			X		
DiMarco			X		
Simmons			X		
Taliaferro	X		X		
Damminger			X		

Comments:N/A

**E-3 RESOLUTION AUTHORIZING APPLICATION RENEWAL WITH THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS FOR THE LOW INCOME HOME ENERGY ASSISTANCE (LIHEAP) CWA ADMINISTRATION #2014-05139-0191-00 FISCAL YEAR 2014 GRANT AND ACCEPTANCE OF THE AWARD FUNDS IN THE TOTAL AMOUNT OF \$10,558.00.**

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes		X	X		
Christy			X		
DiMarco			X		
Simmons			X		
Taliaferro	X		X		
Damminger			X		

Comments:N/A

**E-4 RESOLUTION AUTHORIZING THE PURCHASE OF NEW JERSEY TRANSIT BUS PASSES FOR CLIENTS OF THE GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES FROM FEBRUARY 1, 2014 TO JANUARY 31, 2015, IN AN AMOUNT NOT TO EXCEED \$400,000.00.**

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes		X	X		
Christy			X		
DiMarco			X		
Simmons			X		
Taliaferro	X		X		
Damminger			X		

Comments:N/A

**DEPARTMENT OF PARKS & LAND PRESERVATION**

**FREEHOLDER DIMARCO  
FREEHOLDER CHILA**

**F-1 RESOLUTION AUTHORIZING A CONTRACT WITH THE LAND CONSERVANCY OF NEW JERSEY FOR THE UPDATE OF THE 2008 GLOUCESTER COUNTY FARMLAND PRESERVATION PLAN AND THE PREPARATION AND SUBMISSION OF THE GLOUCESTER COUNTY FY2016 PLANNING INCENTIVE GRANT (PIG) APPLICATION FOR AN AMOUNT NOT TO EXCEED \$25,000.00.**

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes			X		
Christy			X		
DiMarco	X		X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments:N/A

**DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY  
FREEHOLDER DIMARCO**

**G-1 RESOLUTION AUTHORIZING RENEWAL OF A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY, GLOUCESTER COUNTY COLLEGE AND THE BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT AND VOCATIONAL SCHOOL DISTRICT OF GLOUCESTER COUNTY FOR LAW ENFORCEMENT PATROL SERVICES ON THE CAMPUSES OF GLOUCESTER COUNTY COLLEGE, GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY AND SPECIAL SERVICES SCHOOL DISTRICT, FOR A FOUR-YEAR PERIOD ENDING OCTOBER 21, 2017, AT THE HOURLY RATE OF \$74.14.**

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy	X		X		
DiMarco		X	X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments:N/A

**G-2 RESOLUTION AUTHORIZING AN ACCESS AGREEMENT TO JERSEY UNIQUE MINDS PARANORMAL SOCIETY FOR ENTRY TO THE GLOUCESTER COUNTY JAIL FOR THE PURPOSE OF CONDUCTING AN EXPERIMENT INTO ANY PARANORMAL ACTIVITY WHICH MAY OCCUR WITHIN THE DWELLING.**

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy	X		X		
DiMarco		X	X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments:N/A

**G-3 RESOLUTION AUTHORIZING THE EXECUTION OF CONTRACT WITH PAULSBORO PRINTERS, LLC FOR SERVICES IN THE PRINTING OF BALLOTS FOR THE PRIMARY, GENERAL, SPECIAL AND ALL SCHOOL BOARD ELECTIONS FROM JANUARY 1, 2014 TO DECEMBER 31, 2014, IN AN AMOUNT NOT TO EXCEED \$365,141.00.**

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy	X		X		
DiMarco		X	X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments:N/A

**G-4 RESOLUTION AUTHORIZING STATE CONTRACT #A83050 WITH THE INSTITUTE OF POLICE TECHNOLOGY AND MANAGEMENT, UNIVERSITY OF NORTH FLORIDA FROM JANUARY 1, 2014 TO SEPTEMBER 30, 2014 IN AN AMOUNT NOT TO EXCEED \$10,500.00.**

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy	X		X		
DiMarco		X	X		
Simmons			X		
Taliaferro			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
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: Ken DeFay, Sewell, had a question regarding E-4 Transportation passes. He asked how may with and without.

CLOSE

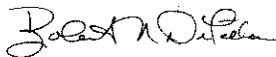
	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments:N/A

Adjournment 7:56 PM

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments:N/A



ROBERT N. DILELLA, CLERK

A1

**RESOLUTION AUTHORIZING A CLOSED SESSION TO DISCUSS THE STATUS  
OF AND POSSIBLE SETTLEMENT OF A WORKERS' COMPENSATION  
CLAIM CAPTIONED MARY DONALDSON V. GLOUCESTER COUNTY,  
C.P. NO. 2009-31415**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester is subject to the requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6 et. seq.; and

**WHEREAS**, the Open Public Meetings Act of the State of New Jersey generally requires that all meetings of public bodies be open to the public; and

**WHEREAS**, the Open Public Meetings Act further provides that a public body may exclude the public from a portion of a meeting at which the public body discusses items enumerated in the Open Public Meetings Act at N.J.S.A. 10:4-12b, which items are recognized as requiring confidentiality; and

**WHEREAS**, it is necessary and appropriate for the Board of Chosen Freeholders of the County of Gloucester to discuss certain matters in a meeting not open to the public consistent with N.J.S.A. 10:4-12b.

**NOW, THEREFORE BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester, pursuant to the Open Public Meetings Act of the State of New Jersey that:

1. The Board of Chosen Freeholders of the County of Gloucester shall hold a closed meeting, from which the public shall be excluded, on *February 19, 2014*.
2. The general nature of the subjects to be discussed at said closed meeting shall be the status of and possible settlement of the Workers' Compensations claims, and the litigation matter as entitled above.
3. The minutes of said closed meeting shall be made available for disclosure to the public, consistent with N.J.S.A. 10:4-13, when the items which are the subject of the closed session discussion are resolved and a reason for confidentiality no longer exists.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, held on February 19, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

A2

**RESOLUTION ESTABLISHING FEES FOR SENIOR SERVICES, HEALTH,  
AND PARKS AND RECREATION EFFECTIVE JANUARY 1, 2014**

**WHEREAS**, the County provides certain services and programs to residents in accordance with established fee schedules; and

**WHEREAS**, an annual fee schedule has been developed for the Department of Senior Services for meals and other activities provided under this Department as per Schedule A attached hereto; and

**WHEREAS**, an annual fee schedule for the Department of Health for inspections and other activities has been established as per Schedule B attached hereto; and

**WHEREAS**, an annual fee schedule was previously developed for services and summer programs at County Parks as per Schedule C attached hereto; and

**WHEREAS**, it has become necessary to establish all fee schedules relative to the above for the year 2014.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that effective immediately, fees for Senior Services, Health, and Parks and Recreation shall be as set forth in Schedule A, Schedule B and Schedule C attached hereto and incorporated as if fully set forth herein.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on February 19, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

SCHEDULE A

**SENIOR SERVICES FEE SCHEDULE 2014**

1. The donated fee request for Meals at Congregate Nutrition Sites shall be set at \$1.25 per meal;
2. The donated fee request for Home Delivered Meals or Serv-A-Tray Meals shall be set at \$1.25 per meal;
3. The donated fee request for Home Delivered Weekend Meals shall be set at \$1.75 per meal;
4. The fee for the Senior Picnic shall be set at \$2.00 per person;
5. The fee for the Golden Follies (Senior Talent Show) shall be set at \$2.00 per person;
6. The fee for the Christmas Party shall be set at \$3.00 per person;

A2

**CONSUMER HEALTH - SCHEDULE B**

<b>Plan Review</b>	<b>2014</b>
	<b><u>CURRENT</u></b>
<b>Retail Food Establishment</b>	
<b>Plan review</b>	
Less than 2100 square feet	\$75.00
2100-4999 square feet	\$100.00
5000 or more square feet	\$150.00
<b>Inspections</b>	
Annual Inspection	Free
Re-Inspection	\$ 40.00
Follow-up Inspection	\$ 75.00
Additional Inspections	\$ 125.00
<b>Mobile Unit</b>	
Food Plan Review	
Risk 1	\$ 50.00
Risk 2	\$ 75.00
Risk 3	\$ 150.00
Campgrounds	\$150.00
Swimming pools	\$150.00
Re-inspection fee	\$40.00
Spas	\$150.00
Re-inspection fee	\$40.00
Pet Shops and Kennels	\$50.00
<b>Tattoo/Body Piercing/Permanent Cosmetics</b>	
Application for New Facility and Plan review	\$300.00
Application - Annual Renewal	\$150.00
Plans for Removal or Renovation permitted facilities	\$150.00
Change of Personnel Notification	\$100.00
Temporary Facility Application	\$1,000.00
<b>Ear Piercing Facilities</b>	
Application for New Facility and Plan review	\$150.00
Application - Annual Renewal	\$50.00

**ENVIRONMENTAL QUALITY**

	<b>2014</b>
	<b><u>CURRENT</u></b>
<b>Plan Review</b>	
Wells	\$75.00
Reinspection fee	\$40.00
<b>Septic Systems</b>	
Preliminary review of lots within a subdivision (per lot)	\$150.00
New system that previously received preliminary review	\$150.00
New (no preliminary review)	\$250.00
Alteration	\$200.00
Repair	\$50.00
Revision (after initial certification)	\$150.00
Reinspection fee	\$40.00
Real Estate Inspection of Septic System review	\$50.00
<b>Septic Systems using Alternative technology</b>	
New submission for new system	\$300.00
Alteration with alternative technology	\$225.00
Revision (after initial certification)	\$200.00
Renewal of license to operate	\$75.00

SCHEDULE C

**PARKS AND RECREATION FEE SCHEDULE 2014  
FOR SERVICES AND SUMMER PROGRAMS**

- a. The fee for *Living History Camp* shall be set at \$50.00;
- b. The fee for *Nature Detectives* shall be set at \$50.00;
- c. The fee for *Tennis* shall be set as follows:
  - Beginners Ages 9-15 set at \$40.00;
  - Beginners Ages 16 & up set at \$50.00;
  - Advanced Beginners Ages 9-15 set at \$40.00;
  - Advanced Beginners Ages 16 & up at \$50.00, and
  - Competitive Tennis set at \$50.00;
- d. The fee for *Sports Skills* shall be set as follows:
  - Ages 3-4 set at \$40.00; Ages 5-6 set at \$50.00; Ages 7-8 set at \$50.00;
- e. The fee for *Theatre* shall be set at \$150.00;
- f. The fee for *Hooked on Hockey* shall be set at \$10.00;
- g. The fee for participants in the *Jonas Cattell Run* shall be set as follows:
  - Advanced registration set at \$20.00; Registration on race day set at \$30.00;
- h. The fee for *Pavilion rentals*, effective 12/31/13, shall be set as follows:
  - County resident full pavilion rental shall be set at \$20.00 per hour;
  - Non-resident full pavilion rental shall be set at \$40.00 per hour;
  - County resident Birthday Corral rental shall be set at \$10.00 per hour;
  - Non-Resident Birthday Corral rental shall be set at \$20.00 per hour.
- i. The fee for after hours use of *Whitall House*, shall be set as follows:
  - \$100.00 per hour with a minimum of four (4) hours, up until 12:00 midnight.;
  - \$140.00 per hour for partial or all-night usage from 12:00 midnight to 8:00 a.m.

A3

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH POLLUTION CONTROL FINANCING AUTHORITY OF GLOUCESTER COUNTY FOR THE PROVISION OF BOND COUNSEL SERVICES**

**WHEREAS**, the County has a contract dated January 1, 2014 with the law firm of Parker McCay ("Parker McCay") for the provision of legal services for bond counsel which was awarded pursuant to N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, The Pollution Control Financing Authority of Gloucester County ("Authority"), a public body, corporate and politic created pursuant to N.J.S.A. 40:37C-1 et. seq., has a need from time to time for such services; and

**WHEREAS**, The Authority desires to utilize the services of Parker McCay for bond counsel to provide such services as needed; and

**WHEREAS**, it is the intention of the parties to enter into a shared services agreement pursuant to which Parker McCay will provide to the Authority certain bond counsel services on an as needed basis; and

**WHEREAS**, N.J.S.A. 40A:65-1 et seq., specifically authorizes local governmental units to enter into shared services agreements.

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

1. That a Shared Services agreement between the County and the Authority is hereby authorized, and 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 Shared Services Agreement attached hereto.
2. That this agreement shall continue for a period of one (1) year.
3. That the Authority shall be obligated to pay directly to Parker McCay any cost for the services that may be provided by Parker McCay to the Authority pursuant to the Agreement entered into between the parties.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 19, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

A3

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**SHARED SERVICES AGREEMENT**

by and between the

**COUNTY OF GLOUCESTER, NEW JERSEY**

**AND**

**THE POLLUTION CONTROL FINANCING AUTHORITY OF GLOUCESTER COUNTY**

**FOR**

**THE PROVISION OF BOND COUNSEL**

**Dated:** \_\_\_\_\_, 2014

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Prepared by: Matthew P. Lyons,  
County Counsel

**SHARED SERVICES AGREEMENT**

**THIS SHARED SERVICES AGREEMENT** ("Shared Services Agreement"), dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the County of Gloucester ("County"), and The Pollution Control Financing Authority of Gloucester County ("Authority"):

**RECITALS**

1. The County is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, NJ 08096;
2. The Authority is a public body, corporate and politic created pursuant to N.J.S.A. 40:37C-1 et. seq.,
3. The County has a contract dated January 1, 2014 with the law firm of Parker McCay ("Parker McCay") for the provision of legal services for bond counsel as Exhibit "A";
4. The Authority has a need from time to time for such services;
5. The Authority desires to utilize the services of Parker McCay for bond counsel to provide such services as needed;
6. It is the intention of the parties to enter into an agreement pursuant to which Parker McCay will provide to The Authority certain bond counsel services on an as needed basis;
7. N.J.S.A. 40A:65-1 et seq., specifically authorizes local governmental units to enter into shared services agreements;
8. The Shared Services Agreement complies specifically with N.J.S.A. 40A:65-9.

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

**AGREEMENT**

**A. DESCRIPTION OF SERVICES.**

The County, through Parker McCay, will provide bond counsel services to the Authority.

Note: In the performance of any of these services, the parties agree that the County does not assume responsibility for the performance of the contractor selected by the authority.

**B. PARTIES' RESPONSIBILITIES.**

The County through Parker McCay shall provide the services described in paragraph A of this Agreement.

**C. COST OF SERVICES.**

The Authority shall be obligated to pay directly to Parker McCay any cost for the services that may be provided by Parker McCay pursuant to this Agreement under the terms set forth in Exhibit A.

**D. DURATION OF AGREEMENT.**

This Agreement shall be effective for the period commencing upon the execution date of this Agreement and shall continue for a period of one year.

**E. TERMINATION.**

This Agreement may be terminated, upon Ninety (90) days written notice to the other party or parties, as appropriate, as follows:

1. If, through any cause, a party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if a party shall violate any of the covenants, agreements, or stipulations of this Agreement, the aggrieved party shall thereupon have the right to terminate this Agreement upon giving written notice of such termination to the violating party;

2. A party may terminate this Agreement for public convenience at any time by a notice in writing to the other party or parties, as appropriate;
3. Termination shall not operate to affect the validity of the indemnification provisions of this Agreement, nor to prevent either party from pursuing any other relief to which it may be entitled pursuant to the terms of this Agreement.

**F. LIMITATION OF DELEGATION.**

To the extent that this Agreement constitutes a delegation of authority by the County, this Agreement shall not be construed to delegate any authority other than the authority to provide the services described in this Agreement, consistent with the terms and provisions of this Shared Services Agreement.

Neither the County nor The Authority intend by this Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Agreement Act for the limited purpose of the provision of service by the County pursuant to this Agreement.

**G. INDEMNIFICATION.**

The Authority shall indemnify and hold the County harmless against any claim, loss, liability, expense (including costs, counsel fees and/or expert fees) resulting from any negligent or intentional act committed by the Authority.

The Authority agrees that it shall give an authorized County representative prompt written notice of the filing of each such claim and the institution of each such suit or action.

**H. COMPLIANCE WITH LAWS AND REGULATIONS.**

County and the Authority agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Agreement.

**I. INSURANCE.**

At all times during the term of this Shared Services Agreement, all parties shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, Workers' Compensation, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement. The Authority shall, simultaneous to the execution of this Agreement, deliver certifications of said insurance to the County, naming the County as an additional insured.

**J. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.**

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

**K. NO PERSONAL LIABILITY.**

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

**L. MISCELLANEOUS.**

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the Authority and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
6. **Further Assurances and Corrective Instruments.** The County and the Authority shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.

7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

**M. EFFECTIVE DATE.** This Agreement shall be effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Shared Services Agreement.

ATTEST:

COUNTY OF GLOUCESTER

\_\_\_\_\_  
ROBERT N. DILELLA, CLERK

\_\_\_\_\_  
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

POLLUTION CONTROL FINANCE  
AUTHORITY OF GLOUCESTER COUNTY

A4

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT  
WITH GLOUCESTER COUNTY COLLEGE FOR THE OPERATION OF THE  
GLOUCESTER COUNTY WORKFORCE INVESTMENT BOARD**

**WHEREAS**, the County has a need for office space for the operation of the Gloucester County Workforce Investment Board ("GCWIB"); and

**WHEREAS**, The GCWIB provides educational and technical training to eligible individuals in order to create a workforce tailored to meet the needs of businesses in the community; and

**WHEREAS**, the Gloucester County College ("GCC") has agreed to provide space in its Continuing Education Building for use by the GCWIB; and

**WHEREAS**, relocating the GCWIB in the College facilities will allow the GCWIB to better collaborate with and assist the GCC to utilize the GCWIB 's resources for such functions as creating and developing various educational and job training programs, administering various grant programs, and offering literacy programs to Gloucester County residents; and

**WHEREAS**, this Shared Services Agreement will not involve the payment of money by either party to the other.

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

1. That a Shared Services Agreement between the County and the College is hereby authorized, and 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 Shared Services Agreement attached hereto.
2. That this agreement shall continue for a period of ten (10) years.
3. That pursuant to the agreement entered into there will be no payment involved by either party.
4. That the County Administrator County Counsel are hereby authorized to negotiate the final terms of the Agreement authorized by this Resolution, provided that the Agreement in final form is in substantially the same form as approved by this Resolution.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 19, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

A24

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**SHARED SERVICES AGREEMENT**

by and between the

**COUNTY OF GLOUCESTER, NEW JERSEY**

**AND**

**THE GLOUCESTER COUNTY COLLEGE**

**FOR**

**THE USE OF OFFICE SPACE FOR THE OPERATION OF THE  
GLOUCESTER COUNTY WORKFORCE INVESTMENT BOARD**

Dated: \_\_\_\_\_, 2014

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Prepared by: Matthew P. Lyons,  
County Counsel

## SHARED SERVICES AGREEMENT

**THIS SHARED SERVICES AGREEMENT** ("Shared Services Agreement"), dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the County of Gloucester ("County"), and The Gloucester County College ("GCC"):

### RECITALS

1. The County is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, NJ 08096;
2. The Gloucester County College ("GCC") is a comprehensive, co-educational, two-year college sponsored by the residents of Gloucester County through the Board of Chosen Freeholders;
3. The County has a need for office space for the operation of its Workforce Investment Board ("GCWIB");
4. The GCWIB provides educational and technical training to eligible individuals in order to create a workforce tailored to meet the needs of businesses in the community;
5. GCC has space available in their Continuing Education Building;
6. It is the intention of the parties to enter into an agreement pursuant to which GCC will allow the County use of office space within said facility;
7. N.J.S.A. 40A:65-1 et seq., specifically authorizes local governmental units to enter into shared services agreements;
8. The Shared Services Agreement complies specifically with N.J.S.A. 40A:65-9.

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

### AGREEMENT

#### **A. DESCRIPTION OF SERVICES AND PARTIES' RESPONSIBILITIES.**

The GCC shall provide office space to the County within its Continuing Education Building. The GCWIB will collaborate with and assist the GCC to utilize the GCWIB's resources for various functions as may be required, including creating and developing various educational and job training programs, administering various grant programs, and offering literacy programs to Gloucester County residents.

**B. COST OF SERVICES.**

There shall be no cost to either party involved in this agreement.

**C. DURATION OF AGREEMENT.**

This Agreement shall be effective for the period commencing upon the execution date of this Agreement and shall continue for a period of ten (10) years, commencing on the date of the signing of this Agreement.

**D. TERMINATION.**

This Agreement may be terminated, upon Ninety (90) days written notice to the other party or parties, as appropriate, as follows:

1. If, through any cause, a party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if a party shall violate any of the covenants, agreements, or stipulations of this Agreement, the aggrieved party shall thereupon have the right to terminate this Agreement upon giving written notice of such termination to the violating party;
2. A party may terminate this Agreement for public convenience at any time by a notice in writing to the other party or parties, as appropriate;
3. Termination shall not operate to affect the validity of the indemnification provisions of this Agreement, nor to prevent either party from pursuing any other relief to which it may be entitled pursuant to the terms of this Agreement.

**E. LIMITATION OF DELEGATION.**

To the extent that this Agreement constitutes a delegation of authority by the County, this Agreement shall not be construed to delegate any authority other than the authority to provide the services described in this Agreement, consistent with the terms and provisions of this Shared Services Agreement.

Neither the County nor the GCC intend by this Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Agreement Act for the limited purpose of the provision of service by the County pursuant to this Agreement.

**F. INDEMNIFICATION.**

The GCC shall indemnify and hold the County harmless against any claim, loss, liability, expense (including costs, counsel fees and/or expert fees) resulting from any negligent or intentional act committed by the GCC.

The GCC agrees that it shall give an authorized County representative prompt written notice of the filing of each such claim and the institution of each such suit or action.

**G. COMPLIANCE WITH LAWS AND REGULATIONS.**

County and the GCC agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Agreement.

**H. INSURANCE.**

At all times during the term of this Shared Services Agreement, all parties shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, Workers' Compensation, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement. The Authority shall, simultaneous to the execution of this Agreement, deliver certifications of said insurance to the County, naming the County as an additional insured.

**I. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.**

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

**J. NO PERSONAL LIABILITY.**

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

**K. MISCELLANEOUS.**

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

2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the Authority and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
6. **Further Assurances and Corrective Instruments.** The County and the GCC shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.
7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

L. **EFFECTIVE DATE.** This Agreement shall be effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Shared Services Agreement.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**GLOUCESTER COUNTY COLLEGE**

\_\_\_\_\_  
By:  
Title:

A5

**RESOLUTION APPOINTING A MEMBER TO THE  
GLOUCESTER COUNTY LIBRARY COMMISSION**

**WHEREAS**, the five-year term of a member of the Gloucester County Library Commission has expired; and

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester desires to appoint a member to the Gloucester County Library Commission pursuant to N.J.S.A. 40:33-7 to fill this term.

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

1. That **MARIO DILISCIANDRO** is hereby appointed to a five-year term on the Gloucester County Library Commission, said term commencing January 18, 2014 and terminating on January 17, 2019.
2. That said appointment is 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 February 19, 2014 at Woodbury, New Jersey.

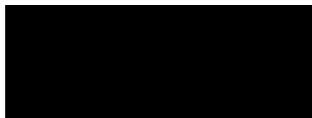


**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**



**Experience**

**Lincoln Investment Planning Inc.**, Marlton, New Jersey September 2010 – Present  
Financial Representative

Helping clients implement a financial plan to achieve their short and long term goals. Working closely with clients to ensure the strategies are tailored to meet their risk tolerance, investment timelines and most valued life goals.

**New York Life**, Cherry Hill, NJ September 2009 - 2010  
Financial Representative

Providing clients with strategies to help manage the risks of everyday life, recover from the unexpected and realize their dreams.

**Bullaro Securities**, Philadelphia, PA April 2009- Sept. 2009  
Equity Options Market Maker and Consultant

Managing the daily performance of proprietary positions. Responsible for all trading decisions in the portfolio.

**Trinity Derivatives Group**, New York, NY March 2005 – April 2009  
Equity Options Specialist and Market Maker

Managing the daily performance of proprietary positions. Responsible for all trading decisions in the portfolio

**Goldman Sachs (SLK/HULL Derivatives)**, Chicago, IL; New York, NY September 2001 - 2005  
Vice President – Senior Trader – Equity Derivatives

Leveraged technical and fundamental trading strategies in the indexes and equities through the use of derivatives. Focusing primarily in the semiconductor and financial sectors.

- Directed the entire process of portfolio management strategies to position exit among a group of traders
- Utilized an event driven and proprietary risk taking trading style for both sectors
- Maintained equity volatility levels and electronic quoting parameters based on positions, trade flows, and special situations
- Collaborated with research analysts to build a better knowledge base for trading the symbols in the sectors
- Formulated trading ideas based on volatility trade flows, company specific events, and historical, implied volatility levels
- Developed solid relationships with order flow providers and the sales desks of numerous brokerage firms in the industry

**Goldman Sachs, formerly Spear Leeds and Kellogg**, Philadelphia, PA September 1998 – 2001  
Assistant Vice President – Senior Trader – Equity Options Specialist

Managed the daily performance of junior traders and equity option positions in the portfolio. Responsible for the two busiest products in the nation at the time, Dell Computer and Tyco, along with other top tier products.

- Traded in a highly intense environment (Dell and Tyco), consistently had the majority of the order flow on the PHILX floor.
- Collaborated with a team of traders on the floor as well as off the floor to exploit arbitrage opportunities
- Created profitable positions by combining customer order flow and proprietary risk parameters, such as volatility, skew and delta

**MJH Securities, Inc.**, Philadelphia, PA June 1997 – 1998  
Equity Options Market Maker – Senior Trader

Managed the daily performance of the proprietary positions within the company book. Responsible for all trading costs and payments to the exchange.

- Responsible for making markets and melded risk management skills with market making duties into profitable positions.

**Tague Securities**, Philadelphia, PA December 1995 - 1997  
Equity Options Specialist and Market Maker – Junior Trader

Learned effectively how to managed daily option risk positions.

- Position developed leadership, management and risk management skills in a pressure sensitive environment
- Used proprietary computer programs to maximize bets in volatility trading positions

**Education**

**Rider University**, Lawrenceville, NJ February 1993 – August 1995  
Bachelor of Science in Business Administration – Major Finance

Series 7, 63 and 66.  
Accredited Investment Fiduciary @  
Had memberships with The Philadelphia (Nasdaq/OMX) Stock Exchange, American (NYSE) Stock Exchange, International Securities Exchange and Boston Option Exchange.

Alb

**RESOLUTION APPOINTING MEMBERS TO THE  
SENIOR SERVICES ADVISORY BOARD**

**WHEREAS**, vacancies exist on the Gloucester County Senior Services Advisory Board;  
and

**WHEREAS**, in accordance with the Senior Services Advisory Board By-laws, a full council shall consist of 12 members; and

**WHEREAS**, two (2) individuals, namely Marc J. Nagtegaal and Wilma M. Nagtegaal are available and qualified to serve on the Board for a one-year term.

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

1. That **Marc J. Nagtegaal** and **Wilma M. Nagtegaal** are hereby appointed to serve as council members on the Gloucester County Senior Services Advisory Board for respective one-year terms of January 1, 2013 to December 31, 2014.
2. That said appointments are subject to and contingent upon strict compliance by the appointees 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 Wednesday, February 19, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

Marc J. Nagtegaal



AL

Recent Work Experience: Retired 2007 from Amtrak

Previous Work Experience: 31 years Penn Central/Amtrak  
Worked in Signals/Communications,  
Technical Training (Electronics)

Community / Committees:  
Past South Harrison Environmental Committee Chair  
Past South Harrison Planning Board Chair  
Started South Harrison Township Webpage  
Past member Gloucester County Agri Board (Citizen)  
Gloucester County Senior Club Vice President  
Member South Harrison Senior Club  
Set up person at Gloucester County Senior Club and  
South Harrison Senior Club

Hobbies: Camping, Computers

Wilma M. Nagtegaal



AL

Recent Work Experience:

Retired 2011  
Working part time SJRAD/BOOTH (tech aide)

Previous Work Experience:

Worked in (2) Daycare Centers (1 NJ) (1PA)  
Assistant Director/Teacher  
Secretary/Reception/Light Bookkeeping  
Cashier Experience Lumber Company  
Home Health Aide  
Directory Assistant Bell Telephone

Community/Committees

South Harrison Recreation Commission (Secretary)  
Election Board Worker  
Call person for Committee's at Church  
Communion Steward at Church  
Set up person at Gloucester County Senior Club and  
South Harrison Senior Club  
Past EMT for South Harrison Unity Ambulance  
Past Church Council Chairperson and Church Council  
Secretary  
Worked in Elementary School Library

Hobbies:

Camping, Reading, Crafts, Play Piano/Organ,  
Cross Stitch

A7

**RESOLUTION AUTHORIZING APPROVAL OF THE  
BILL LISTS FOR THE MONTH OF FEBRUARY 2014**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester has received and reviewed the Bill List for the County as prepared, reviewed and approved by the County Treasurer for the monthly period ending February 14, 2014; and

**WHEREAS**, the County Treasurer has received and reviewed the Bill List for the Division of Social Services, including daily payments made by the Division and Administrative payments to be issued, which List has been reviewed and approved by the Division of Social Services Finance Officer, the Division of Social Services Director and the County Treasurer, for the monthly period ending February 14, 2014.

**NOW, THEREFORE, BE IT RESOLVED** that the County's Bill List for the period ending February 14, 2014, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Gloucester County Board of Chosen Freeholders, and said Treasurer is authorized to render payment to each vendor appearing on said list.

**BE IT FURTHER RESOLVED** that the Division of Social Services' Bill List for the period ending February 14, 2014, as prepared, reviewed and approved by the Social Services Finance Officer, the Social Services Director and the County Treasurer, which List includes ratification of prior emergency payments made, is hereby approved and said Treasurer is authorized to render payment to each vendor appearing on said list.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 19, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

A8

**RESOLUTION AUTHORIZING EMERGENCY TEMPORARY APPROPRIATIONS**

**WHEREAS**, an emergent condition has arisen with respect to certain programs; and

**WHEREAS**, there is a need to include additional monies in the 2014 Gloucester County temporary budget; and

**WHEREAS**, because no adequate provision has been made in the 2014 temporary appropriations for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose above mentioned; and

**WHEREAS**, the total emergency temporary resolutions adopted in the year 2014, pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A. 40A:4-20) including this resolution total \$9,022,141.00.

**NOW, THEREFORE, BE IT RESOLVED** (not less than two thirds of all members thereof affirmatively concurring) that in accordance with the provisions of N.J.S.A. 40A:4-20, the following is hereby authorized and approved:

1. An emergency temporary appropriation shall be:

PUBLIC WORKS FUNCTION

Roads & Bridges - OE \$200,000.00

2. That said emergency temporary appropriations have been provided for in the 2014 budget under the same titles.

3. That one certified copy of this resolution shall be filed with the Director of Local Government Services.

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, February 19, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

A9

**RESOLUTION AUTHORIZING 2013 APPROPRIATION  
RESERVE BUDGET TRANSFERS**

**WHEREAS**, the County Treasurer has recommended the following 2013 appropriation reserve budget transfers in the total amount of \$391,000.00, as more particularly set forth herein; and

**WHEREAS**, the proposed 2013 appropriation reserve budget transfers have been reviewed by the County Administrator, and County Treasurer, who have given their approval of same; and

**WHEREAS**, said transfers are in accordance with the provisions of Title 40A of the revised statutes of the State of New Jersey, specifically N.J.S.A. 40A:4-58 and N.J.S.A. 5-59.

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

1. The Board of Chosen Freeholders of the County of Gloucester hereby authorizes the following 2013 appropriation reserve budget transfers:

**TRANSFER FROM**

Administrator's Office – S&W	100.00
Administrator's Office – OE	7,200.00
Human Resources – S&W	400.00
Board of Chosen Freeholders – S&W	100.00
Board of Chosen Freeholders – OE	6,800.00
Clerk of the Board – S&W	1,200.00
Clerk of the Board – OE	1,000.00
Clerk of the Board – Advertising-OE	2,500.00
County Clerk – S&W	800.00
County Clerk – OE	30,200.00
Superintendent of Elections – S&W	1,900.00
Superintendent of Elections – OE	46,300.00
Financial Administration – S&W	200.00
Financial Administration – OE	10,000.00
Purchasing – S&W	400.00
Information Technology – S&W	6,000.00
Information Technology – OE	10,300.00
Board of Taxation – S&W	2,600.00
Board of Taxation – OE	2,300.00
County Counsel – S&W	1,600.00
County Adjuster – S&W	900.00
Engineering – S&W	1,500.00
Economic Development – S&W	700.00
Economic Development – OE	7,000.00
Consumer Protection – S&W	200.00
Liability Insurance – OE	67,000.00
Worker's Compensation Insurance – OE	45,600.00
Medical Examiner – S&W	800.00
Medical Examiner – OE	9,500.00
Prosecutor – OE	10,000.00
Corrections – S&W	200.00
Roads & Bridges – S&W	700.00
Buildings & Grounds – S&W	200.00
Fleet Management – S&W	4,100.00
Health Department – S&W	4,700.00
Health Department – OE	26,700.00
Disability Services – S&W	100.00
Senior Services – OE	9,700.00
Human Services – OE	13,500.00
Veterans Affairs – S&W	300.00

Animal Shelter – S&W	500.00
Parks & Recreation – S&W	500.00
Parks & Recreation – OE	14,000.00
Golf Course – S&W	900.00
Golf Course – OE	10,000.00
Out of County Vocational School-OE	8,000.00
Superintendent of Schools – S&W	300.00
Extension Services – OE	2,200.00
Electricity - OE	12,000.00
Contingent – OE	<u>7,300.00</u>
	391,000.00

**TRANSFER TO**

Employee Group Insurance - OE	379,000.00
Natural Gas – OE	<u>12,000.00</u>
	391,000.00

2. A true copy of this Resolution shall be forwarded to the County Administrator and the County Treasurer.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 19, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

C1

**RESOLUTION AUTHORIZING EXTENSIONS TO COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CONTRACTS WITH THE TOWNSHIP OF MANTUA AND THE BOROUGH OF PITMAN FOR SPECIFIED ROAD IMPROVEMENTS**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on February 6, 2013, authorizing a contract between the County of Gloucester and the Borough of Pitman (hereinafter "Pitman") for road improvements to Pitman Grove at egress roadways from 1<sup>st</sup> Avenue to 12<sup>th</sup> Avenue; and

**WHEREAS**, that Contract (CD-12-PF15) is now being extended through August 31, 2014 due to significant delays while the State Historical Preservation Office review was being completed in addition to multiple snow storms; and

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on November 20, 2012, authorizing a contract between the County of Gloucester and the Township of Mantua (hereinafter "Mantua") for Phase I reconstruction of Booty Mill Road; and

**WHEREAS**, that Contract (PD-12-PF6) is now being extended through August 31, 2014 due to delays in the bidding process; and

**WHEREAS**, all terms and provisions of the previously executed Contracts, with the exception of the extended terms, will continue in full force and effect.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is authorized to execute and the Clerk of the Board is authorized to attest to each Amendment extending the CDBG contracts with the Borough of Pitman and Township of Mantua for specified road improvements.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, February 19, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

**ROBERT N. DILELLA, CLERK**

C1

**AMENDMENT TO CONTRACT  
WITH  
THE TOWNSHIP OF MANTUA**

**THIS IS AN AMENDMENT** dated the 19th day of **February 2014**, to a contract originally entered into on the 20th<sup>th</sup> day of November, 2012, by the **County of Gloucester**, with its principal office at 2 South Broad Street, Woodbury, NJ, hereinafter referred to as "**County**" and the **Township of Mantua**, with offices at 401 Main Street, Mantua NJ 08051, hereinafter referred to as "**Contractor**".

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

**The Contract is for Phase I Reconstruction of Booty Mill Road and is amended to extend the contract term through August 31, 2014 with no additional funding due to a delay with the bidding process.**

**All other terms and provisions of the Contract** 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 19th day of **February 2014**.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**TOWNSHIP OF MANTUA**

\_\_\_\_\_  
**ADMINISTRATOR**

\_\_\_\_\_  
**MAYOR**

CI

**AMENDMENT TO CONTRACT  
WITH  
THE BOROUGH OF PITMAN**

**THIS IS AN AMENDMENT** dated the 19th day of **February 2014**, to a contract originally entered into on the 6th<sup>th</sup> day of February 2013, by the **County of Gloucester**, with its principal office at 2 South Broad Street, Woodbury, NJ, hereinafter referred to as "**County**" and the **Borough of Pitman**, with offices at 110 South Broadway, Pitman NJ 08071, hereinafter referred to as "**Contractor**".

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

**The Contract is for Road Improvements to Pitman Grove at egress roadways from 1<sup>st</sup> Avenue and 12<sup>th</sup> Avenue and is amended to extend the contract term through August 31, 2014 with no additional funding due to significant delays while the State Historical Preservation Office review was being complete in addition to multiple snow storms.**

**All other terms and provisions of the Contract** 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 **19th** day of **February 2014**.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**BOROUGH OF PITMAN**

\_\_\_\_\_  
**ADMINISTRATOR**

\_\_\_\_\_  
**MAYOR**

CA

**RESOLUTION AUTHORIZING THE APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE 2014 STATE AID TO COUNTIES**

**WHEREAS**, the Gloucester County Engineer has requested authority to submit an application and execute a grant agreement with the New Jersey Department of Transportation for the 2014 State Aid to Counties; and

**WHEREAS**, the funds anticipated to be received as aforesaid, will be used the construction of roadway projects throughout Gloucester County as outlined in the attachment.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester formally approve the grant; and

**BE IT FURTHER RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board are hereby authorized to sign the grant agreement and the Clerk of the Board to attest to on behalf of the County of Gloucester, and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester held on Wednesday, February 19, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

CA

**GRANT AGREEMENT FOR FISCAL YEAR  
2014 STATE AID TO COUNTIES**

Name of GRANTEE: Gloucester County

Mailing Address: Gloucester County  
2 South Broad Street  
Woodbury, New Jersey 08096-0000

E-mail Address:

Federal Tax Identification Number: 216000660

The total distance of 414 miles or a portion thereof may be approved by the Commissioner of Transportation. The total cost estimate for this County ATP is \$5,060,000. The GRANTEE requests \$3,674,000 in State funds.

BE IT RESOLVED, that this grant agreement is hereby made to the Commissioner of Transportation for an allotment of aid for the improvement of (see attached County ATP):

**NOTE: For projects located within right-of-way or on property owned by other jurisdictions, proof of permission to construct this project must be attached to this form or the project will not be considered for possible funding.**

AND BE IT FURTHER RESOLVED that if this application is approved and accepted by the New Jersey Department of Transportation ("the Department"), the GRANTEE agrees that:

Terms and conditions of the GRANT AGREEMENT FOR STATE AID TO COUNTIES must be complied with by the GRANTEE. The Terms and conditions of the GRANT are available at the NJDOT Local Aid website at: [http://www.state.nj.us/transportation/business/localaid/pdf/terms\\_and\\_conditions.pdf](http://www.state.nj.us/transportation/business/localaid/pdf/terms_and_conditions.pdf)

N.J.A.C. 16:20A governs the rules on Local Aid to Counties. The rules establish guidelines and procedures to be followed by Counties when administering contracts. In addition, the rules provide the requirements for preparing plans and specifications, contracts administration, contract completion and payment, state participation in cost as well as audit requirements. GRANTEE is required to comply with these rules and all provisions contained in the N.J.A.C. 16:20A. The rules are available at the NJDOT Local Aid website at: [http://www.state.nj.us/transportation/business/localaid/pdf/county\\_rule.pdf](http://www.state.nj.us/transportation/business/localaid/pdf/county_rule.pdf) and

By signing the GRANT AGREEMENT FOR STATE AID TO COUNTIES the GRANTEE reviewed and understands the current terms and conditions listed on our web site at: [http://www.state.nj.us/transportation/business/localaid/pdf/terms\\_and\\_conditions.pdf](http://www.state.nj.us/transportation/business/localaid/pdf/terms_and_conditions.pdf) and agrees to comply with the current terms and conditions of the GRANT AGREEMENT FOR STATE AID TO COUNTIES and N.J.A.C. 16:20A and N.J.A.C. 16:20B.

AND further certifies that the Freeholder Director and Clerk are authorized to execute and attest this Agreement as evidenced by the resolution attached hereto.

**GRANT AGREEMENT FOR FISCAL YEAR  
2014 STATE AID TO COUNTIES**

FOR THE GRANTEE

ATTEST and AFFIX SEAL  
Name and Title

\_\_\_\_\_  
Robert N. DiLella, Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert M. Damminger, Freeholder Director

\_\_\_\_\_  
Date

**FOR THE DEPARTMENT OF TRANSPORTATION**

Fiscal Year/Funds: \_\_\_\_\_

Job Number: \_\_\_\_\_

Account: \_\_\_\_\_

State Funds: \_\_\_\_\_

FAO Number \_\_\_\_\_

Certification of Funds \_\_\_\_\_  
Date

By \_\_\_\_\_  
Director, Division of Accounting and Auditing

APPROVED: \_\_\_\_\_  
Michael Russo  
Director, Division of Local Aid and Economic Development

\_\_\_\_\_  
Date

**ATTEST and SEAL**

It is hereby certified that the foregoing allocation of funds and this Agreement were approved by the Commissioner of Transportation or Designee on \_\_\_\_\_.

\_\_\_\_\_  
Jacqueline Trausi  
Secretary, Department of Transportation

Approval as to Form by Certification Process.

**GRANT AGREEMENT FOR FISCAL YEAR  
2014 STATE AID TO COUNTIES  
2014 Gloucester County A TP**

Project Name	From	To	Distance	Municipality	Project Classification	Cost Estimate
			(Miles)			
2014 Long Life Striping Project SA	Countywide	Countywide	410	Various Municipalities	Striping	\$350,000
Hurtville Crossley's Road Reconstruction	The intersection of County Route 555	The intersection with County Route 689	0.85	Washington Township	Reconstruction	\$2,100,000
Manna Grove Road Reconstruction CR 656	The intersection with Route 44	The intersection with Grove Road	1.96	West Deptford Township	Resurfacing	\$800,000
Intersection Improvements CR 662 & CR 551 / Roundabout	500 feet North of the intersection CR662 with CR551	500 feet South of the intersection CR662 with CR551	0.25	Swedesboro Borough, Woolwich Township	Resurfacing	\$900,000
Signalization & Intersection & Resurfacing Improvements at CR 603 & College Drive	The intersection of CR 603 & Tanyard Road CR 663	College Drive approximately 200 feet to the north along CR 603	1.15	Deptford Township	Resurfacing	\$710,000
Intersection Improvements County Route 553 and High Street	From 300 feet to the North of the intersection of CR553 and High Street	To 300 feet to the South of the intersection of CR 553 and High Street	0.15	Glassboro Borough	Resurfacing	\$100,000
Countywide Concrete Improvements to Curbing, Sidewalks and ADA Facilities	Countywide	Countywide	0	Various Municipalities	Resurfacing	\$100,000

C3

**RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #01-INCREASE WITH ZONE STRIPING, INC. IN THE AMOUNT OF \$250.00**

**WHEREAS**, the County of Gloucester (hereinafter the "County") previously received public bids for the construction of the County's roadway improvement project known as Gloucester County Roadway Safety Project Various Municipalities Throughout Gloucester County", Federal Project No STP-COOS(339), Engineering Project #12-04FA (hereinafter the "Project"); and

**WHEREAS**, a contract for the Project was awarded by the County by Resolution on March 27, 2013 to Zone Striping, Inc. (hereinafter "Zone"), with an office address of 501 New Jersey Avenue, P.O. Box 568, Glassboro, NJ 08028 in the amount of \$539,333.77 from March 27, 2013 to October 31, 2014 (hereinafter the "Contract"); and

**WHEREAS**, Vincent M. Voltaggio, P.E., County Engineer, has recommended Change Order #01-Increase, which will increase the total amount of the Contract with Zone by \$250.00, resulting in a new total contract amount of \$539,583.77; and

**WHEREAS**, the said change order is necessitated by revision in quantities for additional beam guide rail necessary for compliance. This project is 100% Federal Aid funded; and

**WHEREAS**, the Purchasing Agent for the County has certified the availability of funds for Change Order #01-Increase with Zone in the amount of \$250.00, pursuant to C.A.F. #14-01040, which amount shall be charged against budget line items C-04-10-013-165-13214.

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

1. The hereinabove referenced Change Order #01-Increase to increase the County's Contract with Zone for the Project in the amount of \$250.00, resulting in a new total adjusted contract amount of \$539,583.77, be, and the same hereby is, approved; and
2. The Freeholder Director is hereby authorized and directed to execute and the Clerk of the Board is authorized and directed to attest to and execute said Change Order for the aforementioned purposes on behalf of the County.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 19, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

**NEW JERSEY DEPARTMENT OF TRANSPORTATION  
LOCAL AID  
FEDERAL AID CHANGE ORDER**

Sheet 1 of 2  
Order No: 1  
Order Letter: \_\_\_\_\_  
Date: 1/27/14

C3

Project: Gloucester County Roadway Safety Project in various Municipalities  
Federal Project No: STP-COOS(339) Doc. No. \_\_\_\_\_  
Contractor: Zone Striping, Inc.

You are hereby directed to implement the following changes in accordance with the provisions of the specifications for this contract.

Location of the proposed order: Various Locations  
Nature and reason for order: Additional beam guiderail necessary for compliance

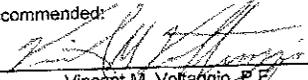
Extension      Reduction      of time recommended for this order: \_\_\_\_\_

CONTRACT AMOUNT	ROAD	BRIDGE	TOTAL
Amount of original contract:	\$539,333.77		\$539,333.77
Adjusted amount based on orders No. 1 :	\$539,583.77		\$539,583.77

CONTRACT TIME
Original Completion Date: _____
Adjustment This Order: (+ or -) _____
Previous Adjustments: (+ or -) _____
Adjusted Completion Date: _____

ORDER NO.	X Road	Bridge	Other
1			
	Road	Bridge	Total
Extra Work:	\$0.00	\$0.00	\$0.00
Increases:	\$250.00	\$0.00	\$250.00
Decreases:	\$0.00	\$0.00	\$0.00
Total:	\$250.00	\$0.00	\$250.00

RESERVED FOR FHWA OR F.T.A.

Recommended:   
Vincent M. Voltaggio, P.E.  
Gloucester County Engineer

1-30-14  
Date

Approved: \_\_\_\_\_  
Robert M. Damming  
Freeholder Director

\_\_\_\_\_  
Date

Approved for Funding Participation Purposes:  
\_\_\_\_\_  
Manager, District #4, Local Aid      Date

ALTERNATE PROCEDURES PROJECTS
This order is approved for Federal participation:
Director, Local Aid & Economic Development      Date

Accepted:   
Contractor's Authorized Signature

1-30-14  
Date

Name: Mark A Mitchell  
Title: Secretary Treasurer

CONTRACTS PAYABLE SECTION
Reviewed by: _____ Date
Input Submitted by: _____ Date
Certification of Funds: _____
Director of Accounting & Auditing      Date

Unprotected  
 Protested by letter dated \_\_\_\_\_ attached.



C3

**COUNTY OF GLOUCESTER**  
**CHANGE ORDER FORM**

1. Name & Address of Vendor: Zoné Striping Inc. PO Box 568 Glassboro, NJ 08028

2. Description of Project or Contract: Gloucester County Roadway Safety Improvements in Various Municipalities in the County of Gloucester.

3. Date of Original Contract: 3/27/13

4. P.O. Number: 13-02210

5. Amount of Original Contract: \$539,333.77

6. Amount of Previously Authorized Change Order \$0.00

7. Amount of this Change Order No. 1: \$250.00

8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) \$539,583.77

9. Need or Purpose of this Change Order: Additional beam guiderail necessary for compliance. This project is 100% Federally Funded

This change order requested by [Signature] on 1-30-14  
(Department Head) (Date)

Accepted by [Signature] on 1-30-14  
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

By: Robert N. DiLella, Clerk

By: Robert M. Damming, Director

**II Vendors:**

*This Change Order is not official nor authorized until such time as this Change Order is accepted by The Board of Chosen Freeholders, County of Gloucester with appropriate Resolution.*



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**RESOLUTION AUTHORIZING SENIOR SERVICES CONTRACTS  
FROM JANUARY 1, 2014 TO DECEMBER 31, 2014**

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

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

**WHEREAS**, the County's Purchasing Director has consistent with the applicable statutes prepared a Report dated August 29, 2013, and delivered that report to the County's Board of Chosen Freeholders (hereinafter the "Report"); and

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

- **Gloucester County Department of Health, Senior and Disability Services**, 115 Budd Boulevard, West Deptford, NJ 08096, for the provision of the Blind/Visually Impaired Program (#070) for an amount not to exceed \$49,000.00 (Grant Funds \$36,600.00 (SSBG); Local Public Match \$12,200.00; Estimated Client Donations \$200.00);
- **Gloucester County Division of Social Services**, 400 Hollydell Drive, Sewell, NJ 08080, for the provision of the Adult Protective Services Program (#065) for an amount not to exceed \$132,245.00 (Grant Funds \$129,775.00 (APS); Local Public Match \$2,470.00);
- **All About Care LLC.**, 870 Mantoloking Road, Brick, NJ 08723, for the provision of the Personal Care/ Homemaker Services Program (# 086) for an amount not to exceed \$47,600.00 (Grant Funds \$47,500.00 (IIIB); Estimated Client Donations \$100.00);
- **All About Care LLC.**, 870 Mantoloking Road, Brick, NJ 08723, for the provision of the Housekeeping Services Program (#087) for an amount not to exceed \$9,600.00 (Grant Funds \$9,500.00 (IIIB); Estimated Client Donations \$100.00);
- **Department of Human Services**, 115 Budd Blvd, West Deptford, NJ 08096, for the provision of the Non-Emergency Medical Transportation Program (# 003) for an amount not to exceed \$40,940.00 (Grant Funds \$39,000.00 (IIIB); Local Public Match \$1,440.00; Estimated Client Donation \$500.00);
- **Department of Human Services**, 115 Budd Blvd, West Deptford, NJ 08096, for the provision of the Blind/Visually Impaired Transportation Program (#035) to the elderly on behalf of the Gloucester County Division of Senior Services for an amount not to exceed \$11,600.00 (Grant Funds \$11,500.00 (IIIB); Estimated Client Donation \$100.00);
- **Department of Human Services**, 115 Budd Blvd, West Deptford, NJ 08096, for the provision of the Escorted Transportation Program (#060) for an amount not to exceed \$27,608.00 (Grant Funds \$24,805.00 (SHTP); Local Public Match \$2,703.00; Estimated Client Donation \$100.00);
- **Gloucester County Department of Health**, 204 East Holly Ave., Sewell, NJ 08080, for the provision of the Physical Health-Tai Chi & Arthritis Foundation Exercise Program (#008) for an amount not to exceed \$8,730.00 (Grant Funds \$2,060.00 (IIIB)-\$2,064.00 (IIID); Local Public Match \$4,506.00; Estimated Client Donations \$100.00);
- **Gloucester County Department of Health**, 204 East Holly Ave., Sewell, NJ 08080, for the provision of the Senior Health Connection Program (#009) for an amount not to exceed \$15,672.00 (Grant Funds \$14,672.00 (IIID); Local Public Match \$800.00; Estimated Client Donations \$200.00); and

**WHEREAS**, the Contracts shall be from January 1, 2014 to December 31, 2014, and shall be contingent upon grant funding under the Area Plan Grant awarded by the State of New Jersey, Department of Human Services, Division of Aging Services for the year 2014; and

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

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board of Chosen Freeholders and the Clerk of the Board of Chosen Freeholders, be, and are hereby authorized to execute contracts from January 1, 2014 to December 31, 2014, with each of the following entities as follows:

- **Gloucester County Department of Health, Senior and Disability Services**, for the provision of the Blind/Visually Impaired Program (#070) for an amount not to exceed \$49,000.00 (Grant Funds \$36,600.00 (SSBG); Local Public Match \$12,200.00; Estimated Client Donations \$200.00);
- **Gloucester County Division of Social Services**, for the provision of the Adult Protective Services Program (#065) for an amount not to exceed \$132,245.00 (Grant Funds \$129,775.00 (APS); Local Public Match \$2,470.00);
- **All About Care LLC.**, for the provision of the Personal Care/Homemaker Services Program (# 086) for an amount not to exceed \$47,600.00 (Grant Funds \$47,500.00 (IIIB); Estimated Client Donations \$100.00);
- **All About Care LLC.**, for the provision of the Housekeeping Services Program (#087) for an amount not to exceed \$9,600.00 (Grant Funds \$9,500.00 (IIIB); Estimated Client Donations \$100.00);
- **Department of Human Services**, for the provision of the Non-Emergency Medical Transportation Program (# 003) for an amount not to exceed \$40,940.00 (Grant Funds \$39,000.00 (IIIB); Local Public Match \$1,440.00; Estimated Client Donation \$500.00);
- **Department of Human Services**, for the provision of the Blind/Visually Impaired Transportation Program (#035) to the elderly on behalf of the Gloucester County Division of Senior Services for an amount not to exceed \$11,600.00 (Grant Funds \$11,500.00 (IIIB); Estimated Client Donation \$100.00);
- **Department of Human Services**, for the provision of the Escorted Transportation Program (#060) for an amount not to exceed \$27,608.00 (Grant Funds \$24,805.00 (SHTP); Local Public Match \$2,703.00; Estimated Client Donation \$100.00);
- **Gloucester County Department of Health**, for the provision of the Physical Health-Tai Chi & Arthritis Foundation Exercise Program (#008) for an amount not to exceed \$8,730.00 (Grant Funds \$2,060.00 (IIIB)-\$2,064.00 (IIID); Local Public Match \$4,506.00; Estimated Client Donations \$100.00);
- **Gloucester County Department of Health**, for the provision of the Senior Health Connection Program (#009) for an amount not to exceed \$15,672.00 (Grant Funds \$14,672.00 (IIID); Local Public Match \$800.00; Estimated Client Donations \$200.00); and

**BE IT FURTHER RESOLVED**, that the Purchasing Director shall publish a notice in the official newspaper summarizing the award of the contracts which summary shall include, but not be limited to, the nature, duration and amount of the contract, the name of the service provider, and a statement that the resolution and contract are on file and available for public inspection in the Office of the Clerk of the Board; and

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 19, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

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**COUNTY OF GLOUCESTER**  
**BOARD OF CHOSEN FREEHOLDERS**  
**GLOUCESTER COUNTY DIVISION OF SENIOR SERVICES**  
 (Area Agency on Aging)  
**INTER-AGENCY/DEPARTMENTAL AGREEMENT**

AGREEMENT NUMBER 060 DATE 1/1/2014

APPROPRIATION CODE \_\_\_\_\_

PROJECT **ESCORTED TRANSPORTATION**

GRANTEE Gloucester County Dept. of Human Services

Division of Transportation Services

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

**COUNTY OF GLOUCESTER**

**BOARD OF CHOSEN FREEHOLDERS**

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

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

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

**GLOUCESTER COUNTY DEPARTMENT OF HUMAN SERVICES**

**DIVISION OF TRANSPORTATION SERVICES**

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

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

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

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

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

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

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

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

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

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

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

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

This agreement shall be effective as of the 1st day of **January, 2014** and shall terminate no later than the 31st day of **December, 2014.**

**COUNTY OF GLOUCESTER**

**BOARD OF CHOSEN FREEHOLDERS**

**ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 060**

**SCOPE OF SERVICES**

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

Escorted transportation will be made available to meet two therapy-related transportation needs of frail/disabled-targeted population. Specifically, 58 elderly individuals requiring transportation service to dialysis treatments and physical therapy following hip or knee replacement surgery will be targeted to receive 1589 units of service.

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

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

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

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

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

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 060

SCOPE OF SERVICES

**GRANTEE:** Division of Transportation Services

**PROJECT TITLE:** Escorted Transportation

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

6 clients minority (10% of 58)  
5 clients low-income (8% of 58)  
58 clients frail/disabled (100% of 58)

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

**OBJECTIVE:**

To provide county -wide transportation escorted services for seniors age 60 or older to enable them to utilize community facilities and services, such as rehabilitation and other therapies and to provide Rapid Ride services.

**SERVICE DEFINITION:** **SERVICE TAXONOMY:** 107

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

**AMOUNT:** \$27,608.

**UNITS OF SERVICE:** 1589 (unit = each one way trip)

**CLIENT COUNT:** 58

**UNIT COST:** 17.37

**COUNTY OF GLOUCESTER**

**BOARD OF CHOSEN FREEHOLDERS**

**ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 060**

	<b>CASH</b>	<b>IN-KIND</b>	<b>TOTAL</b>
Personnel	-0-	2,703.	2,590.
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	24,905.00	-0-	24,905.00
Indirect Cost	-0-	-0-	-0-
<b>TOTAL BUDGET COST</b>	<b>\$24,905.00</b>	<b>2,703.</b>	<b>\$27,608.00</b>
<b>LESS:</b>			
		Client Income	\$100
		USDA	-0-
		<b>NET BUDGETED COST</b>	<b>\$ 27,508.</b>

Title IIIB	-0-	-0-%
SHTP	24,805.	90%
State HDM Share	-0-	-0-%
Local Share	-0-	-0-
Local Public	2,703.	10%
Client Income	\$100.	-0-%
<b>TOTAL</b>	<b>\$ 27,608.</b>	<b>100.00%</b>

**COUNTY OF GLOUCESTER**

**BOARD OF CHOSEN FREEHOLDERS**

**ATTACHMENT "C" TO AGREEMENT NUMBER 060**

**METHOD OF MONITORING AND REPORTS REQUIRED**

**REPORTS**

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

**MONITORING:**

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

**MEETINGS:**

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

**CLIENT SURVEY:**

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

**SUBCONTRACT REQUIREMENTS:**

IN ACCEPTING THIS CONTRACT, THE RECIPIENT SHALL INCLUDE THE FOLLOWING PROVISIONS (K.1-K.9) IN ALL SUB-CONTRACTS, INTER-AGENCY AND INTRA-AGENCY AGREEMENTS WITH ALL SUBCONTRACTORS AND/OR THIRD PARTIES THAT UTILIZE AREA PLAN FUNDING UNDER THIS CONTRACT:

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

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

A) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;

B) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND

C) FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED, NOW OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.

3. OAA § 306(A)(4)(A)(II)(I); 42 U.S.C.A. § 3026(A)(4)(A)(II)(I): PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.

4. OAA § 306(A)(4)(A)(II)(II); 42 U.S.C.A. § 3026(A)(4)(A)(II)(II): PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.

5. OAA § 306(A)(4)(A)(II)(III); 42 U.S.C.A. § 3026 (A)(4)(A)(II)(III): PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.

6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS SUCH AGENCY RECEIVES OR EXPENDS TO PROVIDE SERVICES TO OLDER INDIVIDUALS WILL BE DISCLOSED TO DOAS OR THE COMMISSIONER FOR THE DEPARTMENT OF HUMAN SERVICES UPON REQUEST.

7. AT THE DISCRETION OF THE AAA, SUBCONTRACT LANGUAGE FOR AGENCIES FUNDED THROUGH THE APC WHO ARE PROVIDING NAPIS REGISTERED SERVICES, AND WHO HAVE BEEN IDENTIFIED BY THE AAA TO HAVE SAMS LICENSES FOR CLIENT MANAGEMENT, SHOULD ALSO CONTAIN THIS LANGUAGE AS A REQUIREMENT OF RECEIVING FUNDING.

A. PROVIDER AGENCY WILL USE SAMS FOR ALL APC DATA REPORTING AND CLIENT TRACKING AS DIRECTED BY THE AAA.

B. IF APPLICABLE, AN ADRC PARTNER WILL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, RECORDING SERVICE DELIVERY, CLIENT CHARACTERISTICS AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.

C. SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS WILL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS.

\*NOTE: IF THE SUB GRANTEE IS NOT GOING TO ENTER DATA INTO SAMS IT IS THE RESPONSIBILITY OF THE AAA TO ENTER ALL SUB GRANTEE DATA INTO THE SAMS DATABASE.

8. IN ADDITION TO ANY APPLICABLE HIPAA REQUIREMENTS, IF REQUIRED BY LAW, OR REQUESTED BY DOAS, THE SUB-GRANTEE OR THIRD PARTY, OR INDIVIDUALS WORKING FOR OR WITH A SUB-GRANTEE OR THIRD PARTY MAINTAIN THE CONFIDENTIALITY OF EACH PARTICIPANT'S PERSONAL AND CONFIDENTIAL INFORMATION AND SHALL NOT DISCLOSE SUCH INFORMATION EXCEPT WHERE DISCLOSURE IS CONSISTENT WITH APPLICABLE DOAS RULES AND POLICIES, AND THE DISCLOSURE IS TO THE PARTICIPANT, TO THE PARTICIPANT'S LEGAL REPRESENTATIVE, TO A PARTY UPON THE INFORMED WRITTEN CONSENT OF THE PARTICIPANT OR THE PARTICIPANT'S LEGAL REPRESENTATIVE, TO A PARTY PURSUANT TO A COURT ORDER, OR IF DISCLOSURE IS FOR PROGRAM MONITORING BY AUTHORIZED FEDERAL, STATE OR LOCAL MONITORING AGENCIES.

9. EACH SUB-GRANTEE SHALL HAVE A BUSINESS CONTINUITY PLAN THAT WILL BE ACTIVATED IN THE EVENT OF A DISASTER/STATE OF EMERGENCY. THE PLAN SHALL ADDRESS WAYS IN WHICH CRITICAL SERVICES ARE MAINTAINED FOR THE PARTICIPANT AND A DESCRIPTION OF THE METHODS TO BE USED FOR COMMUNICATION ABOUT SERVICE CONTINUATION.

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

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT  
NUMBERED 060 CONSISTS OF 11 PAGES NUMBERED  
CONSEQUENTLY.

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

**BY:** \_\_\_\_\_ **Date** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**FUNDING AGENCY**

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

**BY:** \_\_\_\_\_ **Date** \_\_\_\_\_

**TITLE:** Executive Director

**GRANTOR:**

COUNTY OF GLOUCESTER  
BOARD OF CHOSEN FREEHOLDERS

**BY:** \_\_\_\_\_ **Date** \_\_\_\_\_

**NAME:** Robert M. Damminger

**TITLE:** DIRECTOR, GLOUCESTER COUNTY  
BOARD OF CHOSEN FREEHOLDERS

**ATTEST:**

\_\_\_\_\_  
Robert N. DiLella, CLERK OF THE BOARD

**THIS AGREEMENT** dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

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

INTER-AGENCY/DEPARTMENTAL AGREEMENT

AGREEMENT NUMBER 003 DATE 1/1/2014

APPROPRIATION CODE \_\_\_\_\_

PROJECT NON - EMERGENCY MEDICAL TRANSPORTATION

GRANTEE Gloucester County Dept. of Human Services

Division of Transportation Services

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

INTER-AGENCY/DEPARTMENTAL AGREEMENT PAGES 1 THROUGH 10

**COUNTY OF GLOUCESTER**

**BOARD OF CHOSEN FREEHOLDERS**

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

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

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

**GLOUCESTER COUNTY DEPARTMENT OF HUMAN SERVICES**

**DIVISION OF TRANSPORTATION SERVICES**

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

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

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

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

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

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

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

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

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

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

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

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

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

This agreement shall be effective as of the 1st day of January, 2014 and shall terminate no later than the 31st day of December, 2014.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 003

SCOPE OF SERVICES

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

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

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

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

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

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

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

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

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

**COUNTY OF GLOUCESTER**

**BOARD OF CHOSEN FREEHOLDERS**

**ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 003**

**SCOPE OF SERVICES**

**GRANTEE:** Division of Transportation Services

**PROJECT TITLE:** NON-EMERGENCY MEDICAL TRANSPORTATION

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

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

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

**OBJECTIVE:**

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

**SERVICE DEFINITION:**

**SERVICE TAXONOMY:** 106

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

**AMOUNT:** \$ 40,940

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

**CLIENT COUNT:** 280

**UNIT COST:** \$17.50

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 003

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

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

**COUNTY OF GLOUCESTER**

**BOARD OF CHOSEN FREEHOLDERS**

**ATTACHMENT "C" TO AGREEMENT NUMBER 003**

**METHOD OF MONITORING AND REPORTS REQUIRED**

**REPORTS**

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

**MONITORING:**

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

**MEETINGS:**

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

**CLIENT SURVEY:**

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

**SUBCONTRACT REQUIREMENTS:**

IN ACCEPTING THIS CONTRACT, THE RECIPIENT SHALL INCLUDE THE FOLLOWING PROVISIONS (K.1-K.9) IN ALL SUB-CONTRACTS, INTER-AGENCY AND INTRA-AGENCY AGREEMENTS WITH ALL SUBCONTRACTORS AND/OR THIRD PARTIES THAT UTILIZE AREA PLAN FUNDING UNDER THIS CONTRACT:

1. AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY, UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND POLICIES.
2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER, WHICH WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THESE CONDITIONS ARE AS FOLLOWS:

A) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;

B) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND

C) FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED, NOW OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.

3. OAA § 306(A)(4)(A)(II)(I); 42 U.S.C.A. § 3026(A)(4)(A)(II)(I): PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.

4. OAA § 306(A)(4)(A)(II)(II); 42 U.S.C.A. § 3026(A)(4)(A)(II)(II): PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.

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6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS SUCH AGENCY RECEIVES OR EXPENDS TO PROVIDE SERVICES TO OLDER INDIVIDUALS WILL BE DISCLOSED TO DOAS OR THE COMMISSIONER FOR THE DEPARTMENT OF HUMAN SERVICES UPON REQUEST.

7. AT THE DISCRETION OF THE AAA, SUBCONTRACT LANGUAGE FOR AGENCIES FUNDED THROUGH THE APC WHO ARE PROVIDING NAPIS REGISTERED SERVICES, AND WHO HAVE BEEN IDENTIFIED BY THE AAA TO

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C. SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS WILL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS.

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NUMBERED 003 CONSISTS OF 10 PAGES NUMBERED  
CONSEQUENTLY.

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

**BY:** \_\_\_\_\_ **Date** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**FUNDING AGENCY**

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

**BY:** \_\_\_\_\_ **Date** \_\_\_\_\_

**TITLE :** Executive Director

**GRANTOR:**

COUNTY OF GLOUCESTER  
BOARD OF CHOSEN FREEHOLDERS

**BY:** \_\_\_\_\_ **Date** \_\_\_\_\_

**NAME:** Robert M. Damminger

**TITLE:** DIRECTOR, GLOUCESTER COUNTY  
BOARD OF CHOSEN FREEHOLDERS

**ATTEST:** \_\_\_\_\_  
Robert N. DiLella, CLERK OF THE BOARD

**THIS AGREEMENT** dated this 1<sup>st</sup> day of January, 2014.

E1

COUNTY OF GLOUCESTER  
BOARD OF CHOSEN FREEHOLDERS  
GRANT AGREEMENT

GRANT AGREEMENT NUMBER 086 DATE 1/1/2014

APPROPRIATION CODE \_\_\_\_\_

PROJECT PERSONAL CARE / HOMEMAKER SERVICE

GRANTEE All About Care, LLC

870 Mantoloking Road

Brick, N.J. 08723

GRANT AGREEMENT PAGES 1 THROUGH 20

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

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**GENERAL PROVISIONS OF GRANT AGREEMENT**

1. Term of Agreement
2. Compliance
3. Other Funds
4. Scope of Services
5. Compensations
6. Method of Payment
7. Books & Records
8. Reports and Submissions
9. Travel Expenses
10. Personal Property
11. Unexpended Fund Balances
12. Changes
13. Assignability
14. Discrimination Prohibited
15. Availability of Funds
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**SUPPLEMENTARY PROVISIONS**

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**ASSURANCES FEDERAL REGISTER QUOTES**

**ATTACHMENTS: I- Gloucester County Administrative Code to Mandate Minimum Hourly Rates of Pay, And Health Care Benefits For Certain Non-County Employees**

A - Scope of Services

B - Approved Budget

C - Method of Payment and Reporting Requirements  
Monitoring Schedule and Limitations of Contract

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

DEFINITIONS:

PROJECT PERSONAL CARE / HOMEMAKER SERVICE

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

AUTHORIZED APPROPRIATION:

ACCOUNT TITLE Area Plan

ACCOUNT CODE \_\_\_\_\_

CONTRACT PERIOD:

THIS AGREEMENT, ENTERED INTO THIS 1ST DAY OF JANUARY, 2014, BY AND BETWEEN THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER HEREINAFTER REFERRED TO AS THE "COUNTY"

AND:

GRANTEE All About Care, LLC

870 Mantoloking Road

Brick, N.J. 08723

HEREINAFTER REFERRED TO AS THE "GRANTEE".

WITNESSETH THAT:

1. TERM OF AGREEMENT. THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE 1ST DAY OF JANUARY, 2014 AND SHALL TERMINATE NO LATER THAN THE 31ST DAY OF DECEMBER, 2014.

2. COMPLIANCE. THE GRANTEE, IN ORDER TO INDUCE THE COUNTY TO MAKE THE WITHIN GRANT FOR THE PROJECT, AGREES THAT IT SHALL COMPLY WITH ALL PROVISIONS OF THE AUTHORIZING APPROPRIATION, THE ACT, AND ANY REGULATIONS, REQUIREMENTS OR GUIDELINES WHICH THE COUNTY MAY ISSUE, WHETHER EXPLICITLY REFERRED TO HEREIN OR NOT.

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

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

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

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

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

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

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

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

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

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

10. PERSONAL PROPERTY. IF PERSONALTY, INCLUDING EQUIPMENT COSTING LESS THAN ONE HUNDRED ( \$100.00) DOLLARS PER ITEM IS ACQUIRED AND USED FOR THREE (3) YEARS FROM DATE OF ACQUISITION FOR APPROVED CONTRACT PURPOSES, TITLE TO SUCH PROPERTY SHALL VEST IN THE GRANTEE. PERSONALTY, INCLUDING EQUIPMENT, COSTING MORE THAT ONE HUNDRED (\$100.00) DOLLARS OR USED FOR LESS THAN THREE (3) YEARS SHALL BE OWNED BY THE COUNTY. THE COUNTY AT ITS OPTION MAY, HOWEVER, PERMIT THE GRANTEE TO RETAIN SUCH PROPERTY, SUBJECT TO REIMBURSEMENT TO THE COUNTY (AREA PLAN GRANT UNDER TITLE III) OF ITS COST MINUS A FAIR RENTAL VALUE, FOR THE PERIOD OF ACTUAL USE.

11. UNEXPENDED FUND BALANCES. THE GRANTEE MAY INCUR COSTS

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

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

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

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

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

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

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

(B) DISCOVERY OF ANY PECUNIARY OR PERSONAL INTEREST BY THE GRANTEE, ITS EMPLOYEES, ITS OFFICERS, ITS TRUSTEES,

OR ITS DIRECTORS IN THE PROJECT, OR IN ANY CONTRACT EMANATING FROM THE OPERATION OF THIS PROJECT;

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

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

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

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

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

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

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

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

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

### **SUPPLEMENTARY PROVISIONS**

#### **(PROVISIONS NUMBERED 18 AND FOLLOWING)**

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

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

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

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

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

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

22. ADDITIONAL INSURED. THE COUNTY OF GLOUCESTER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECT TO ALL ABOUT

CARE, LLC FOR THE EVENT OF THE PERSONAL CARE/HOMEMAKER PROGRAM FOR SENIORS ON JANUARY 1, 2014 UNTIL DECEMBER 31, 2014.

**ASSURANCES**

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

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

**FEDERAL REGISTER QUOTES THAT APPLY UNDER TITLE III.**

**1321.105 LICENSURE REQUIREMENT.**

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

**1321.109 PREFERENCE FOR THOSE WITH GREATEST ECONOMIC NEED.**

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

**1321.111 CLIENT CONTRIBUTIONS.**

UNDER TITLE III OF THE OLDER AMERICANS ACT EACH CLIENT MUST BE GIVEN AN OPPORTUNITY TO CONTRIBUTE TO THE SERVICE

BEING PROVIDED. ALL CONTRIBUTIONS MUST BE ACCOUNTED FOR AND MUST BE USED BY THE SERVICE PROVIDER FOR THE EXPANSION OF THE SERVICE.

**1321.115 ADVISORY ROLE TO SERVICE PROVIDERS OF OLDER PERSONS.**

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

**1361.161 LEGAL SERVICES.**

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

**COUNTY OF GLOUCESTER**  
**BOARD OF CHOSEN FREEHOLDERS**

**ATTACHMENT I, LIVING WAGE AGREEMENT, GRANT NUMBER 086**

The County of Gloucester has implemented a "Living Wage" Resolution to be utilized in all Gloucester County Contracts. This was enacted under the Gloucester County Administrative Code, Article, PUR-4, Purchasing Procedures. (Dated August 1, 2001, Amended January 2, 2014).

Therefore, all employees assigned to work performed to contracts on behalf of the County of Gloucester shall be paid at an hourly rate of compensation as set forth in the Administrative Code provision continue to be required to assure that successful bidders receiving contracts awarded by the County of Gloucester attract and provide the highest quality workers available, ensuring quality workmanship and services, designed to result in County work being completed in a timely and appropriate fashion, with fewer worker injuries and work stoppages, all to the benefit of the County operations specifically and the residents of the County of Gloucester generally. All employees shall be paid at an hourly rate of compensation which shall be not less than one and one half times the State of New Jersey minimum wage; currently \$12.38 per hour.

In lieu of providing health and hospital insurance coverage to employees assigned to perform work as described above, the contract vendor shall pay to such assigned employees an amount equal to 25% of the minimum hourly wage established pursuant to Paragraph A., of this Administrative Code section" Currently \$3.10 per hour.  
A statement of employees' wages and benefits must be completed and submitted as a material requirement of the bid in order for the bid to be accepted.

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

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

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

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

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

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 086

SCOPE OF SERVICES

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

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

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

Personal Care / Homemaking Service

A Homemaker may:

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

**BOARD OF CHOSEN FREEHOLDERS**

**ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 086**

**SCOPE OF SERVICES**

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

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

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

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 086

SCOPE OF SERVICES

**GRANTEE:** All About Care, LLC

**PROJECT TITLE:** Personal Care / Homemaker Service

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

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

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

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

**SERVICE DEFINITION:** **SERVICE TAXONOMY:** 323

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

**AMOUNT:** \$47,600.00

**UNITS OF SERVICE:** 2261 (unit= hour)

**CLIENT COUNT:** 94

**UNIT COST:** \$ 21.05



COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 086

**SUBCONTRACT REQUIREMENTS:**

IN ACCEPTING THIS CONTRACT, THE RECIPIENT SHALL INCLUDE THE FOLLOWING PROVISIONS (K.1-K.9) IN ALL SUB-CONTRACTS, INTER-AGENCY AND INTRA-AGENCY AGREEMENTS WITH ALL SUBCONTRACTORS AND/OR THIRD PARTIES THAT UTILIZE AREA PLAN FUNDING UNDER THIS CONTRACT:

1. AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY, UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND POLICIES.

2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER, WHICH WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THESE CONDITIONS ARE AS FOLLOWS:

A) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;

B) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND

C) FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED, NOW OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.

3. OAA § 306(A)(4)(A)(II)(I); 42 U.S.C.A. § 3026(A)(4)(A)(II)(I): PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.

4. OAA § 306(A)(4)(A)(II)(II); 42 U.S.C.A. § 3026(A)(4)(A)(II)(II): PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED

ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.

5. OAA § 306(A)(4)(A)(II)(III); 42 U.S.C.A. § 3026 (A)(4)(A)(II)(III): PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.

6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS SUCH AGENCY RECEIVES OR EXPENDS TO PROVIDE SERVICES TO OLDER INDIVIDUALS WILL BE DISCLOSED TO DOAS OR THE COMMISSIONER FOR THE DEPARTMENT OF HUMAN SERVICES UPON REQUEST.

7. AT THE DISCRETION OF THE AAA, SUBCONTRACT LANGUAGE FOR AGENCIES FUNDED THROUGH THE APC WHO ARE PROVIDING NAPIS REGISTERED SERVICES, AND WHO HAVE BEEN IDENTIFIED BY THE AAA TO HAVE SAMS LICENSES FOR CLIENT MANAGEMENT, SHOULD ALSO CONTAIN THIS LANGUAGE AS A REQUIREMENT OF RECEIVING FUNDING.

A. PROVIDER AGENCY WILL USE SAMS FOR ALL APC DATA REPORTING AND CLIENT TRACKING AS DIRECTED BY THE AAA.

B. IF APPLICABLE, AN ADRC PARTNER WILL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, RECORDING SERVICE DELIVERY, CLIENT CHARACTERISTICS AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.

C. SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS WILL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS.

\*NOTE: IF THE SUB GRANTEE IS NOT GOING TO ENTER DATA INTO SAMS IT IS THE RESPONSIBILITY OF THE AAA TO ENTER ALL SUB GRANTEE DATA INTO THE SAMS DATABASE.

8. IN ADDITION TO ANY APPLICABLE HIPAA REQUIREMENTS, IF REQUIRED BY LAW, OR REQUESTED BY DOAS, THE SUB-GRANTEE OR THIRD PARTY, OR INDIVIDUALS WORKING FOR OR WITH A SUB-GRANTEE OR THIRD PARTY MAINTAIN THE CONFIDENTIALITY OF EACH PARTICIPANT'S PERSONAL AND CONFIDENTIAL INFORMATION AND SHALL NOT DISCLOSE SUCH INFORMATION EXCEPT WHERE DISCLOSURE IS CONSISTENT WITH APPLICABLE DOAS RULES AND POLICIES, AND THE DISCLOSURE IS TO THE PARTICIPANT, TO THE PARTICIPANT'S LEGAL REPRESENTATIVE, TO A

PARTY UPON THE INFORMED WRITTEN CONSENT OF THE PARTICIPANT OR THE PARTICIPANT'S LEGAL REPRESENTATIVE, TO A PARTY PURSUANT TO A COURT ORDER, OR IF DISCLOSURE IS FOR PROGRAM MONITORING BY AUTHORIZED FEDERAL, STATE OR LOCAL MONITORING AGENCIES.

9. EACH SUB-GRANTEE SHALL HAVE A BUSINESS CONTINUITY PLAN THAT WILL BE ACTIVATED IN THE EVENT OF A DISASTER/STATE OF EMERGENCY. THE PLAN SHALL ADDRESS WAYS IN WHICH CRITICAL SERVICES ARE MAINTAINED FOR THE PARTICIPANT AND A DESCRIPTION OF THE METHODS TO BE USED FOR COMMUNICATION ABOUT SERVICE CONTINUATION.

## **METHOD OF PAYMENT, MONITORING AND REPORTS REQUIRED**

### **PAYMENTS**

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

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

### **THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:**

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

### **REPORTS**

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

### **MONITORING:**

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

### **MEETINGS:**

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

### **CLIENT SURVEY:**

ALL PROGRAM COORDINATORS ARE TO SURVEY PERSONS WHO HAVE BEEN BENEFICIARIES OR RECIPIENTS OF SERVICES IN ORDER TO GAIN INFORMATION

ON THE PROBLEMS OF THE POPULATION, AS WELL AS THEIR SATISFACTION WITH THE SERVICES RECEIVED. COMPLETED SURVEYS AND SUMMARIZATION OF FINDINGS MUST BE FORWARDED TO THE OFFICE ON AGING ANNUALLY.

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

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT  
NUMBERED 086 CONSISTS OF 20 PAGES NUMBERED  
CONSEQUENTLY.

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

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

BY: \_\_\_\_\_ Date \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

**GRANTOR:**

COUNTY OF GLOUCESTER  
BOARD OF CHOSEN FREEHOLDERS

BY: \_\_\_\_\_ Date \_\_\_\_\_

NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY  
BOARD OF CHOSEN FREEHOLDERS

**ATTEST:**

\_\_\_\_\_  
Robert N. DiLella, CLERK OF THE BOARD

THIS AGREEMENT dated this 1<sup>st</sup> day of January, 2014.

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COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

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

INTER-AGENCY/DEPARTMENTAL AGREEMENT

AGREEMENT NUMBER 070 DATE 1/1/2014

APPROPRIATION CODE \_\_\_\_\_

PROJECT BLIND/VISUALLY IMPAIRED PROGRAM

GRANTEE: Gloucester County Department of Health, Senior and  
Disability Services

115 Budd Boulevard

West Deptford, NJ 08096

INTER-AGENCY/DEPARTMENTAL AGREEMENT PAGES 1 THROUGH 10

**COUNTY OF GLOUCESTER**

**BOARD OF CHOSEN FREEHOLDERS**

**GLOUCESTER COUNTY DIVISION OF SENIOR SERVICES**

**(Area Agency on Aging)**

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

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

**Gloucester County Department of Health, Senior and Disability Services**

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

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

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

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

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

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

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

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

The Division of Senior Services may request changes, which are mutually agreed upon, in the "Scope of Services-Attachment A" to be performed hereunder. Revisions

and modifications of this contract may be requested by the project and approved by the Division of Senior Services in writing. The program shall inform the Division of Senior Services of any conditions, which affect the program objectives as soon as they become known.

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

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

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

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

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

This agreement shall be effective as of the 1st day of January, 2014 and shall terminate no later than the 31st day of December, 2014.

**COUNTY OF GLOUCESTER**

**BOARD OF CHOSEN FREEHOLDERS**

**ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 070**

**SCOPE OF SERVICES**

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

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

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

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

**SERVICE COMPONENTS of Care Management, as defined by the State Taxonomy:**

Service activities should include:

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

**COUNTY OF GLOUCESTER**

**BOARD OF CHOSEN FREEHOLDERS**

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

**GRANTEE:** Gloucester County Department of Health, Senior and Disability Services

**PROJECT TITLE:** Blind/Visually Impaired Program

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

17 clients (at or below 100% poverty level) of which 7 are minority.  
8 clients vulnerable (16% of 50)  
50 clients frail/disabled (100.00% of 50)  
9 clients low income minority (18% of 50)

**SERVICE AREA:** All of Gloucester County

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

**SERVICE DEFINITION:** **SERVICE TAXONOMY:** 105, 329, 212  
**Care Management –(105)** The development of a coherent care plan for arranging and coordinating the delivery of multiple services to vulnerable and/or functionally impaired older individuals. Unit = 1/2 hr

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

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

Unit = 1 hr

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

**COUNTY OF GLOUCESTER**

**BOARD OF CHOSEN FREEHOLDERS**

**ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 070**

	<b>CASH</b>	<b>IN-KIND</b>	<b>TOTAL</b>
Personnel	\$45,430	-0-	\$45,430
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	440	-0-	440
Equipment	-0-	-0-	-0-
Other	3,130	-0-	3,130
Indirect Cost	-0-	-0-	-0-
<b>TOTAL BUDGET COST</b>	<b>\$49,000</b>	<b>-0-</b>	<b>\$49,000</b>
			200
<b>LESS:</b>		Client Income	200
		USDA	-0-
		<b>NET BUDGETED COST</b>	<b>\$ 48,800</b>

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

**COUNTY OF GLOUCESTER**

**BOARD OF CHOSEN FREEHOLDERS**

**ATTACHMENT "C" TO AGREEMENT NUMBER 070**

**METHOD OF MONITORING AND REPORTS REQUIRED**

**REPORTS**

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

**MONITORING:**

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

**MEETINGS:**

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

**CLIENT SURVEY:**

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

**SUBCONTRACT REQUIREMENTS:**

IN ACCEPTING THIS CONTRACT, THE RECIPIENT SHALL INCLUDE THE FOLLOWING PROVISIONS (K.1-K.9) IN ALL SUB-CONTRACTS, INTER-AGENCY AND INTRA-AGENCY AGREEMENTS WITH ALL SUBCONTRACTORS AND/OR THIRD PARTIES THAT UTILIZE AREA PLAN FUNDING UNDER THIS CONTRACT:

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

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

A) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;

B) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND

C) FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED, NOW OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.

3. OAA § 306(A)(4)(A)(II)(I); 42 U.S.C.A. § 3026(A)(4)(A)(II)(I): PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.

4. OAA § 306(A)(4)(A)(II)(II); 42 U.S.C.A. § 3026(A)(4)(A)(II)(II): PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.

5. OAA § 306(A)(4)(A)(II)(III); 42 U.S.C.A. § 3026 (A)(4)(A)(II)(III): PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.

6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS SUCH AGENCY RECEIVES OR EXPENDS TO PROVIDE SERVICES TO OLDER INDIVIDUALS WILL BE DISCLOSED TO DOAS OR THE COMMISSIONER FOR THE DEPARTMENT OF HUMAN SERVICES UPON REQUEST.

7. AT THE DISCRETION OF THE AAA, SUBCONTRACT LANGUAGE FOR AGENCIES FUNDED THROUGH THE APC WHO ARE PROVIDING NAPIS REGISTERED SERVICES, AND WHO HAVE BEEN IDENTIFIED BY THE AAA TO HAVE SAMS LICENSES FOR CLIENT MANAGEMENT, SHOULD ALSO CONTAIN THIS LANGUAGE AS A REQUIREMENT OF RECEIVING FUNDING.

A. PROVIDER AGENCY WILL USE SAMS FOR ALL APC DATA REPORTING AND CLIENT TRACKING AS DIRECTED BY THE AAA.

B. IF APPLICABLE, AN ADRC PARTNER WILL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, RECORDING SERVICE DELIVERY, CLIENT CHARACTERISTICS AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.

C. SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS WILL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS.

\*NOTE: IF THE SUB GRANTEE IS NOT GOING TO ENTER DATA INTO SAMS IT IS THE RESPONSIBILITY OF THE AAA TO ENTER ALL SUB GRANTEE DATA INTO THE SAMS DATABASE.

8. IN ADDITION TO ANY APPLICABLE HIPAA REQUIREMENTS, IF REQUIRED BY LAW, OR REQUESTED BY DOAS, THE SUB-GRANTEE OR THIRD PARTY, OR INDIVIDUALS WORKING FOR OR WITH A SUB-GRANTEE OR THIRD PARTY MAINTAIN THE CONFIDENTIALITY OF EACH PARTICIPANT'S PERSONAL AND CONFIDENTIAL INFORMATION AND SHALL NOT DISCLOSE SUCH INFORMATION EXCEPT WHERE DISCLOSURE IS CONSISTENT WITH APPLICABLE DOAS RULES AND POLICIES, AND THE DISCLOSURE IS TO THE PARTICIPANT, TO THE PARTICIPANT'S LEGAL REPRESENTATIVE, TO A PARTY UPON THE INFORMED WRITTEN CONSENT OF THE PARTICIPANT OR THE PARTICIPANT'S LEGAL REPRESENTATIVE, TO A PARTY PURSUANT TO A COURT ORDER, OR IF DISCLOSURE IS FOR PROGRAM MONITORING BY AUTHORIZED FEDERAL, STATE OR LOCAL MONITORING AGENCIES.

9. EACH SUB-GRANTEE SHALL HAVE A BUSINESS CONTINUITY PLAN THAT WILL BE ACTIVATED IN THE EVENT OF A DISASTER/STATE OF EMERGENCY. THE PLAN SHALL ADDRESS WAYS IN WHICH CRITICAL SERVICES ARE MAINTAINED FOR THE PARTICIPANT AND A DESCRIPTION OF THE METHODS TO BE USED FOR COMMUNICATION ABOUT SERVICE CONTINUATION.

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

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

**GRANTEE Gloucester County Department of Health, Senior and  
Disability Services**

115 Budd Boulevard

West Deptford , NJ 08096

BY: \_\_\_\_\_ Date \_\_\_\_\_

TITLE: \_\_\_\_\_

**FUNDING AGENCY**

**AREA AGENCY ON AGING: Gloucester County Division of Senior  
Services**

BY: \_\_\_\_\_ Date \_\_\_\_\_

TITLE: Executive Director

**GRANTOR:**

COUNTY OF GLOUCESTER  
BOARD OF CHOSEN FREEHOLDERS

BY: \_\_\_\_\_ Date \_\_\_\_\_

NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY  
BOARD OF CHOSEN FREEHOLDERS

**ATTEST:**

\_\_\_\_\_  
Robert N. DiLella, CLERK OF THE BOARD

**THIS AGREEMENT** is dated this 1<sup>st</sup> day of January, 2014.

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COUNTY OF GLOUCESTER

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

INTER-AGENCY/DEPARTMENTAL AGREEMENT

GRANT AGREEMENT NUMBER 009 DATE 1/1/2014

APPROPRIATION CODE \_\_\_\_\_

PROJECT SENIOR HEALTH CONNECTION

GRANTEE Department of Health and Senior Services

204 East Holly Ave.

Sewell, NJ 08080

GRANT AGREEMENT PAGES 1 THROUGH 13

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

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

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

**GLOUCESTER COUNTY HEALTH DEPARTMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This agreement shall be effective as of the 1st day of **January, 2014** and shall terminate no later than the 31st day of **December, 2014**.

**COUNTY OF GLOUCESTER**

**BOARD OF CHOSEN FREEHOLDERS**

**ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 009**

**SCOPE OF SERVICES**

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

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

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

The Senior Health Connection Program will provide health screenings and education using culturally sensitive materials to 190 participants at several non-traditional sites in Gloucester County.

## **Title III D Disease Prevention/Health Promotion**

### **Evidence Based Justification**

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

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

accessed from the Gloucester County Home page. Screening locations and services are also advertised in the local mall and municipal halls throughout the county.

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

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

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

**COUNTY OF GLOUCESTER**

**BOARD OF CHOSEN FREEHOLDERS**

**ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 009**

**SCOPE OF SERVICES**

**GRANTEE:** Gloucester County Department of Health and Senior Services

**PROJECT TITLE:** Senior Health Connection

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

76 minority clients	(40% of 190 clients)
76 clients low income minority	(40% of 190 clients)

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

**OBJECTIVE:**

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

**SERVICE DEFINITION:**

**SERVICE TAXONOMY:** 326

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

**AMOUNT:** \$ 15,672.

**UNITS OF SERVICE:** 190 (unit = each contact)

**CLIENT COUNT:** 190

**UNIT COST:** 82.48

**COUNTY OF GLOUCESTER**

**BOARD OF CHOSEN FREEHOLDERS**

**ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 009**

	<b>CASH</b>	<b>IN-KIND</b>	<b>TOTAL</b>
Personnel	12,172 .00	800.00	12,972.00
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	2,700	-0-	2,700
Indirect Cost	-0-	-0-	-0-
<b>TOTAL BUDGET COST</b>	<b>14,872.00</b>	<b>800.00</b>	<b>15,672.00</b>
<b>LESS:</b>			
		Client Income	200
		USDA	-0-
		<b>NET BUDGETED COST</b>	<b>15,472.00</b>

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III D	14,672	94%
State MATCH	-0-	0%
State HDM Share	-0-	-0-%
Local Share	-0-	-0-%
Local Public	800	5%
Client Income	200	1%
<b>TOTAL</b>	<b>\$ 15,672.</b>	<b>100.00%</b>

**COUNTY OF GLOUCESTER**

**BOARD OF CHOSEN FREEHOLDERS**

**ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 009**

**METHOD OF MONITORING AND REPORTS REQUIRED**

**REPORTS**

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

**MONITORING:**

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

**MEETINGS:**

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

**CLIENT SURVEY:**

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

**SUBCONTRACT REQUIREMENTS:**

IN ACCEPTING THIS CONTRACT, THE RECIPIENT SHALL INCLUDE THE FOLLOWING PROVISIONS (K.1-K.9) IN ALL SUB-CONTRACTS, INTER-AGENCY AND INTRA-AGENCY AGREEMENTS WITH ALL SUBCONTRACTORS AND/OR THIRD PARTIES THAT UTILIZE AREA PLAN FUNDING UNDER THIS CONTRACT:

1. AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY, UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND POLICIES.

2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER, WHICH WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THESE CONDITIONS ARE AS FOLLOWS:

A) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;

B) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND

C) FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED, NOW OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.

3. OAA § 306(A)(4)(A)(II)(I); 42 U.S.C.A. § 3026(A)(4)(A)(II)(I): PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.

4. OAA § 306(A)(4)(A)(II)(II); 42 U.S.C.A. § 3026(A)(4)(A)(II)(II): PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.

5. OAA § 306(A)(4)(A)(II)(III); 42 U.S.C.A. § 3026 (A)(4)(A)(II)(III): PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.

6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS SUCH AGENCY RECEIVES OR EXPENDS TO PROVIDE SERVICES TO OLDER INDIVIDUALS WILL BE DISCLOSED TO DOAS OR THE

COMMISSIONER FOR THE DEPARTMENT OF HUMAN SERVICES UPON REQUEST.

7. AT THE DISCRETION OF THE AAA, SUBCONTRACT LANGUAGE FOR AGENCIES FUNDED THROUGH THE APC WHO ARE PROVIDING NAPIS REGISTERED SERVICES, AND WHO HAVE BEEN IDENTIFIED BY THE AAA TO HAVE SAMS LICENSES FOR CLIENT MANAGEMENT, SHOULD ALSO CONTAIN THIS LANGUAGE AS A REQUIREMENT OF RECEIVING FUNDING.

A. PROVIDER AGENCY WILL USE SAMS FOR ALL APC DATA REPORTING AND CLIENT TRACKING AS DIRECTED BY THE AAA.

B. IF APPLICABLE, AN ADRC PARTNER WILL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, RECORDING SERVICE DELIVERY, CLIENT CHARACTERISTICS AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.

C. SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS WILL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS.

\*NOTE: IF THE SUB GRANTEE IS NOT GOING TO ENTER DATA INTO SAMS IT IS THE RESPONSIBILITY OF THE AAA TO ENTER ALL SUB GRANTEE DATA INTO THE SAMS DATABASE.

8. IN ADDITION TO ANY APPLICABLE HIPAA REQUIREMENTS, IF REQUIRED BY LAW, OR REQUESTED BY DOAS, THE SUB-GRANTEE OR THIRD PARTY, OR INDIVIDUALS WORKING FOR OR WITH A SUB-GRANTEE OR THIRD PARTY MAINTAIN THE CONFIDENTIALITY OF EACH PARTICIPANT'S PERSONAL AND CONFIDENTIAL INFORMATION AND SHALL NOT DISCLOSE SUCH INFORMATION EXCEPT WHERE DISCLOSURE IS CONSISTENT WITH APPLICABLE DOAS RULES AND POLICIES, AND THE DISCLOSURE IS TO THE PARTICIPANT, TO THE PARTICIPANT'S LEGAL REPRESENTATIVE, TO A PARTY UPON THE INFORMED WRITTEN CONSENT OF THE PARTICIPANT OR THE PARTICIPANT'S LEGAL REPRESENTATIVE, TO A PARTY PURSUANT TO A COURT ORDER, OR IF DISCLOSURE IS FOR PROGRAM MONITORING BY AUTHORIZED FEDERAL, STATE OR LOCAL MONITORING AGENCIES.

9. EACH SUB-GRANTEE SHALL HAVE A BUSINESS CONTINUITY PLAN THAT WILL BE ACTIVATED IN THE EVENT OF A DISASTER/STATE OF EMERGENCY. THE PLAN SHALL ADDRESS WAYS IN WHICH CRITICAL SERVICES ARE MAINTAINED FOR THE PARTICIPANT AND A DESCRIPTION OF THE METHODS TO BE USED FOR COMMUNICATION ABOUT SERVICE CONTINUATION.

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

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT  
NUMBERED 009 CONSISTS OF 13 PAGES NUMBERED  
CONSEQUENTLY.

**GRANTEE** Gloucester County Health Dept.

204 East Holly Ave.

Sewell, NJ 08080

**BY:** \_\_\_\_\_ **Date** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**FUNDING AGENCY**

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

**BY:** \_\_\_\_\_ **Date** \_\_\_\_\_

**TITLE:** Executive Director

**GRANTOR:**

COUNTY OF GLOUCESTER  
BOARD OF CHOSEN FREEHOLDERS

**BY:** \_\_\_\_\_ **Date** \_\_\_\_\_

**NAME:** Robert M. Damminger

**TITLE:** DIRECTOR, GLOUCESTER COUNTY  
BOARD OF CHOSEN FREEHOLDERS

**ATTEST:**

\_\_\_\_\_  
Robert N. DiLella, CLERK OF THE BOARD

**THIS AGREEMENT** dated this 1<sup>st</sup> day of January, 2014.

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

GRANT AGREEMENT NUMBER 065 DATE 1/1/2014

APPROPRIATION CODE \_\_\_\_\_

PROJECT Adult Protective Services (APS)

GRANTEE Gloucester County Division of Social Services

400 Hollydell Drive

Sewell, NJ 08080

GRANT AGREEMENT PAGES 1 THROUGH 19

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

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

DEFINITIONS:

PROJECT: ADULT PROTECTIVE SERVICES (APS)

---

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

AUTHORIZED APPROPRIATION:

ACCOUNT TITLE Area Plan

ACCOUNT CODE \_\_\_\_\_

CONTRACT PERIOD:

THIS AGREEMENT, ENTERED INTO THIS 1ST DAY OF JANUARY, 2014,

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

AND:

GRANTEE Gloucester County Division of Social Services

400 Hollydell Drive

Sewell, NJ 08080

HEREINAFTER REFERRED TO AS THE "GRANTEE".

WITNESSETH THAT:

1. TERM OF AGREEMENT. THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE 1ST DAY OF JANUARY, 2014 AND SHALL TERMINATE NO LATER THAN THE 31ST DAY OF DECEMBER, 2014.

2. COMPLIANCE. THE GRANTEE, IN ORDER TO INDUCE THE COUNTY TO MAKE THE WITHIN GRANT FOR THE PROJECT, AGREES THAT IT SHALL COMPLY WITH ALL PROVISIONS OF THE AUTHORIZING APPROPRIATION, THE ACT, AND ANY REGULATIONS, REQUIREMENTS OR GUIDELINES WHICH THE COUNTY MAY ISSUE, WHETHER EXPLICITLY REFERRED TO HEREIN OR NOT.

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

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

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

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

6. METHOD OF PAYMENT. THE COUNTY SHALL MAKE PAYMENTS UNDER THIS AGREEMENT UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, TOGETHER WITH SUCH OTHER DOCUMENTATION AS MAY BE REQUIRED. THE MANNER AND FORM OF SUCH SUBMISSIONS SHALL BE IN ACCORDANCE WITH THE PROCEDURES DESCRIBED ON ATTACHMENT "C". AS MANDATED BY THE STATE DIVISION ON AGING, 10% OF THE CONTRACT TOTAL FUNDS WILL BE WITHHELD UNTIL ACCEPTANCE OF AN AUDIT REPORT ON THE PROGRAM. EACH INVOICE SHALL CONTAIN AN ITEMIZED, DETAILED DESCRIPTION OF ALL WORK PERFORMED DURING THE BILLING PERIOD. FAILURE TO PROVIDE SUFFICIENT SPECIFICITY SHALL BE CAUSE FOR REJECTION OF THE INVOICE UNTIL THE NECESSARY DETAILS ARE PROVIDED."

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

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

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

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

10. PERSONAL PROPERTY. IF PERSONALTY, INCLUDING EQUIPMENT COSTING LESS THAN ONE HUNDRED (\$100.00) DOLLARS PER ITEM IS ACQUIRED AND USED FOR THREE (3) YEARS FROM DATE OF ACQUISITION FOR APPROVED CONTRACT PURPOSES, TITLE TO SUCH PROPERTY SHALL VEST IN THE GRANTEE. PERSONALTY, INCLUDING EQUIPMENT, COSTING MORE THAT ONE HUNDRED (\$100.00) DOLLARS OR USED FOR LESS THAN THREE (3) YEARS SHALL BE OWNED BY THE COUNTY. THE COUNTY AT ITS OPTION MAY, HOWEVER, PERMIT THE GRANTEE TO RETAIN SUCH PROPERTY, SUBJECT TO REIMBURSEMENT TO THE COUNTY (AREA PLAN GRANT UNDER TITLE III) OF ITS COST MINUS A FAIR RENTAL VALUE, FOR THE PERIOD OF ACTUAL USE.

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

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

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

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

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

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

(A) UTILIZATION OF ANY PORTION OF THE APPROPRIATION HEREUNDER TO EMPLOY OR OTHERWISE COMPENSATE ANY PERSON EMPLOYED BY THE COUNTY WHO HAS DIRECTLY

PARTICIPATED IN THE NEGOTIATION OR APPROVAL OF THIS AGREEMENT;

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

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

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

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

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

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

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

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

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

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

#### **SUPPLEMENTARY PROVISIONS**

**(PROVISIONS NUMBERED 18 AND FOLLOWING)**

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

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

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

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

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

21. THIS CONTRACT, IN ALL PHASES, IS PURSUANT TO THE AVAILABILITY OF FEDERAL FUNDING UNDER TITLE III.
22. ADDITIONAL INSURED, THE COUNTY OF GLOUCESTER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES FOR THE ADULT PROTECTIVE SERVICES PROGRAM FOR SENIORS ON JANUARY 1, 2014 UNTIL DECEMBER 31, 2014.

### **ASSURANCES**

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

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

### **SUBCONTRACT REQUIREMENTS:**

IN ACCEPTING THIS CONTRACT, THE RECIPIENT SHALL INCLUDE THE FOLLOWING PROVISIONS (K.1-K.9) IN ALL SUB-CONTRACTS, INTER-AGENCY AND INTRA-AGENCY AGREEMENTS WITH ALL SUBCONTRACTORS AND/OR THIRD PARTIES THAT UTILIZE AREA PLAN FUNDING UNDER THIS CONTRACT:

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

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

A) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;

B) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND

C) FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED, NOW OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.

3. OAA § 306(A)(4)(A)(II)(I); 42 U.S.C.A. § 3026(A)(4)(A)(II)(I): PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.

4. OAA § 306(A)(4)(A)(II)(II); 42 U.S.C.A. § 3026(A)(4)(A)(II)(II): PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.

5. OAA § 306(A)(4)(A)(II)(III); 42 U.S.C.A. § 3026 (A)(4)(A)(II)(III): PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.

6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS SUCH AGENCY RECEIVES OR EXPENDS TO PROVIDE SERVICES TO OLDER INDIVIDUALS WILL BE DISCLOSED TO DOAS OR THE COMMISSIONER FOR THE DEPARTMENT OF HUMAN SERVICES UPON REQUEST.

7. AT THE DISCRETION OF THE AAA, SUBCONTRACT LANGUAGE FOR AGENCIES FUNDED THROUGH THE APC WHO ARE PROVIDING NAPIS REGISTERED SERVICES, AND WHO HAVE BEEN IDENTIFIED BY THE AAA TO HAVE SAMS LICENSES FOR CLIENT MANAGEMENT, SHOULD ALSO CONTAIN THIS LANGUAGE AS A REQUIREMENT OF RECEIVING FUNDING.

A. PROVIDER AGENCY WILL USE SAMS FOR ALL APC DATA REPORTING AND CLIENT TRACKING AS DIRECTED BY THE AAA.

B. IF APPLICABLE, AN ADRC PARTNER WILL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, RECORDING SERVICE DELIVERY, CLIENT CHARACTERISTICS AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.

C. SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS WILL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS.

\*NOTE: IF THE SUB GRANTEE IS NOT GOING TO ENTER DATA INTO SAMS IT IS THE RESPONSIBILITY OF THE AAA TO ENTER ALL SUB GRANTEE DATA INTO THE SAMS DATABASE.

8. IN ADDITION TO ANY APPLICABLE HIPAA REQUIREMENTS, IF REQUIRED BY LAW, OR REQUESTED BY DOAS, THE SUB-GRANTEE OR THIRD PARTY, OR INDIVIDUALS WORKING FOR OR WITH A SUB-GRANTEE OR THIRD PARTY MAINTAIN THE CONFIDENTIALITY OF EACH PARTICIPANT'S PERSONAL AND CONFIDENTIAL INFORMATION AND SHALL NOT DISCLOSE SUCH INFORMATION EXCEPT WHERE DISCLOSURE IS CONSISTENT WITH APPLICABLE DOAS RULES AND POLICIES, AND THE DISCLOSURE IS TO THE PARTICIPANT, TO THE PARTICIPANT'S LEGAL REPRESENTATIVE, TO A PARTY UPON THE INFORMED WRITTEN CONSENT OF THE PARTICIPANT OR THE PARTICIPANT'S LEGAL REPRESENTATIVE, TO A PARTY PURSUANT TO A COURT ORDER, OR IF DISCLOSURE IS FOR PROGRAM MONITORING BY AUTHORIZED FEDERAL, STATE OR LOCAL MONITORING AGENCIES.

9. EACH SUB-GRANTEE SHALL HAVE A BUSINESS CONTINUITY PLAN THAT WILL BE ACTIVATED IN THE EVENT OF A DISASTER/STATE OF EMERGENCY. THE PLAN SHALL ADDRESS WAYS IN WHICH CRITICAL SERVICES ARE MAINTAINED FOR THE PARTICIPANT AND A DESCRIPTION OF THE METHODS TO BE USED FOR COMMUNICATION ABOUT SERVICE CONTINUATION.

**FEDERAL REGISTER QUOTES THAT APPLY UNDER TITLE III.**

**1321.105 LICENSURE REQUIREMENT.**

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

**1321.109 PREFERENCE FOR THOSE WITH GREATEST ECONOMIC NEED.**

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

**1321.111 CLIENT CONTRIBUTIONS.**

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

**1321.115 ADVISORY ROLE TO SERVICE PROVIDERS OF OLDER PERSONS.**

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

**1361.161 LEGAL SERVICES.**

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

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 065

SCOPE OF SERVICES

Service Requirements for Providers

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

Protective services shall include, but not be limited to:

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

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

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

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

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

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

### **Administrative Responsibilities**

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

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

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

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

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

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

### **Staffing - Minimum Standard**

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

- Possession of a bachelor's degree from an accredited college or university or graduation as a registered nurse from an accredited institution.
- Experience in social services may be substituted on a year-by-year basis for a college or university degree.

- Completion of the 90-hour mandatory basic training program offered by the Division.

**BOARD OF CHOSEN FREEHOLDERS**

**ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 065**

**SCOPE OF SERVICES**

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

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

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

**COUNTY OF GLOUCESTER**

**BOARD OF CHOSEN FREEHOLDERS**

**ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 065**

**SCOPE OF SERVICES**

**GRANTEE:** Gloucester County Division of Social Services

**PROJECT TITLE:** Adult Protective Services (APS)

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

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

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

**SERVICE DEFINITION:** **SERVICE TAXONOMY:** 324

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

Units of Service = Contact

**AMOUNT:** \$132,245.

**UNITS OF SERVICE:** 3000 (UNIT= EACH CONTACT)

**CLIENT COUNT:** 150

**UNIT COST:** \$ 44.08

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 065

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

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Federal Share	-0-	-0-%
APS Share	\$129,775	98 %
State HDM Share	-0-	-0-%
Local Share	-0-	-0-%
Local Public	\$2,470.	2%
<b>TOTAL</b>	<b>\$ 132,245.</b>	<b>100.00%</b>

**COUNTY OF GLOUCESTER**

**BOARD OF CHOSEN FREEHOLDERS**

**ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 065**

**METHOD OF PAYMENT, MONITORING AND REPORTS REQUIRED**

**PAYMENTS**

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

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

**THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:**

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

**REPORTS**

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

**MONITORING:**

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

**MEETINGS:**

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

**CLIENT SURVEY:**

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

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

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

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

BY: \_\_\_\_\_ Date \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

**FUNDING AGENCY**

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

BY: \_\_\_\_\_ Date \_\_\_\_\_

TITLE : Executive Director

**GRANTOR:**

COUNTY OF GLOUCESTER  
BOARD OF CHOSEN FREEHOLDERS

BY: \_\_\_\_\_ Date \_\_\_\_\_

NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY  
BOARD OF CHOSEN FREEHOLDERS

**ATTEST:**

\_\_\_\_\_  
Robert N. DiLella, CLERK OF THE BOARD

THIS AGREEMENT dated this 1<sup>st</sup> day of January, 2014.

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COUNTY OF GLOUCESTER  
BOARD OF CHOSEN FREEHOLDERS  
GRANT AGREEMENT

GRANT AGREEMENT NUMBER 087 DATE 1/1/2014

APPROPRIATION CODE \_\_\_\_\_

PROJECT HOUSEKEEPING SERVICE

GRANTEE All About Care, LLC.

870 Mantoloking Road

Brick, N.J. 08723

GRANT AGREEMENT PAGES 1 THROUGH 19

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

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

DEFINITIONS:

PROJECT HOUSEKEEPING SERVICE

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

AUTHORIZED APPROPRIATION:

ACCOUNT TITLE Area Plan

ACCOUNT CODE \_\_\_\_\_

CONTRACT PERIOD:

THIS AGREEMENT, ENTERED INTO THIS 1ST DAY OF January, 2014, BY  
AND BETWEEN THE BOARD OF CHOSEN FREEHOLDERS OF THE  
COUNTY OF GLOUCESTER HEREINAFTER REFERRED TO AS THE "COUNTY"

AND:

GRANTEE All About Care, LLC.

870 Mantoloking Road

Brick, N.J. 08723

HEREINAFTER REFERRED TO AS THE "GRANTEE".

WITNESSETH THAT:

1. TERM OF AGREEMENT. THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE 1ST DAY OF JANUARY, 2014 AND SHALL TERMINATE NO LATER THAN THE 31ST DAY OF DECEMBER, 2014.

2. COMPLIANCE. THE GRANTEE, IN ORDER TO INDUCE THE COUNTY TO MAKE THE WITHIN GRANT FOR THE PROJECT, AGREES THAT IT SHALL COMPLY WITH ALL PROVISIONS OF THE AUTHORIZING APPROPRIATION, THE ACT, AND ANY REGULATIONS, REQUIREMENTS OR GUIDELINES WHICH THE COUNTY MAY ISSUE, WHETHER EXPLICITLY REFERRED TO HEREIN OR NOT.

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

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

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

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

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

EACH INVOICE SHALL CONTAIN AN ITEMIZED, DETAILED DESCRIPTION OF ALL WORK PERFORMED DURING THE BILLING PERIOD. FAILURE TO PROVIDE SUFFICIENT SPECIFICITY SHALL BE CAUSE FOR

REJECTION OF THE INVOICE UNTIL THE NECESSARY DETAILS ARE PROVIDED.”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SUPPLEMENTARY PROVISIONS

### (PROVISIONS NUMBERED 18 AND FOLLOWING)

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

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

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

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

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

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

21. THIS CONTRACT, IN ALL PHASES, IS PURSUANT TO THE AVAILABILITY OF FEDERAL FUNDING UNDER TITLE III.
22. ADDITIONAL INSURED, THE COUNTY OF GLOUCESTER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECT TO ALL ABOUT CARE, LLC. FOR THE EVENT OF THE HOUSEKEEPING SERVICE PROGRAM FOR SENIORS ON JANUARY 1, 2014 UNTIL DECEMBER 31, 2014.

### ASSURANCES

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

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

### FEDERAL REGISTER QUOTES THAT APPLY UNDER TITLE III.

#### 1321.105 LICENSURE REQUIREMENT.

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

#### 1321.109 PREFERENCE FOR THOSE WITH GREATEST ECONOMIC NEED.

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

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

**1321.111 CLIENT CONTRIBUTIONS.**

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

**1321.115 ADVISORY ROLE TO SERVICE PROVIDERS OF OLDER PERSONS.**

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

**1361.161 LEGAL SERVICES.**

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

**COUNTY OF GLOUCESTER**  
**BOARD OF CHOSEN FREEHOLDERS**

**ATTACHMENT I, LIVING WAGE AGREEMENT, GRANT NUMBER 087**

The County of Gloucester has implemented a "Living Wage" Resolution to be utilized in all Gloucester County Contracts. This was enacted under the Gloucester County Administrative Code, Article, PUR-4, Purchasing Procedures. (Dated August 1, 2001, Amended January 2, 2014).

Therefore, all employees assigned to work performed to contracts on behalf of the County of Gloucester shall be paid at an hourly rate of compensation as set forth in the Administrative Code provision continue to be required to assure that successful bidders receiving contracts awarded by the County of Gloucester attract and provide the highest quality workers available, ensuring quality workmanship and services, designed to result in County work being completed in a timely and appropriate fashion, with fewer worker injuries and work stoppages, all to the benefit of the County operations specifically and the residents of the County of Gloucester generally. All employees shall be paid at an hourly rate of compensation which shall be not less than one and one half times the State of New Jersey minimum wage; currently \$12.38 per hour.

In lieu of providing health and hospital insurance coverage to employees assigned to perform work as described above, the contract vendor shall pay to such assigned employees an amount equal to 25% of the minimum hourly wage established pursuant to Paragraph A., of this Administrative Code section" Currently \$3.10 per hour.  
A statement of employees' wages and benefits must be completed and submitted as a material requirement of the bid in order for the bid to be accepted.

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

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

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

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

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

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 087

SCOPE OF SERVICES

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

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

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

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

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

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

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

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

**COUNTY OF GLOUCESTER**

**BOARD OF CHOSEN FREEHOLDERS**

**ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 087**

**SCOPE OF SERVICES**

**GRANTEE:** All About Care, LLC.

**PROJECT TITLE:** Housekeeping Service

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

18 Total clients	
9 clients low-income	(50% of 18)
6 clients minority	(33% of 18)
18 clients frail/disabled	(100% of 18)
16 clients vulnerable	(89% of 18)

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

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

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

**SERVICE TAXONOMY:** 212

**AMOUNT:** \$9,600.00

**UNITS OF SERVICE:** 452 Unit = 1 hour

**CLIENT COUNT:** 18

**UNIT COST:** \$ 21.24

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 087

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

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

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 087

**SUBCONTRACT REQUIREMENTS:**

IN ACCEPTING THIS CONTRACT, THE RECIPIENT SHALL INCLUDE THE FOLLOWING PROVISIONS (K.1-K.9) IN ALL SUB-CONTRACTS, INTER-AGENCY AND INTRA-AGENCY AGREEMENTS WITH ALL SUBCONTRACTORS AND/OR THIRD PARTIES THAT UTILIZE AREA PLAN FUNDING UNDER THIS CONTRACT:

1. AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY, UTILIZING AREA PLAN FUNDING, SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND POLICIES.

2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER, WHICH WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THESE CONDITIONS ARE AS FOLLOWS:

A) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;

B) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND

C) FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED, NOW OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.

3. OAA § 306(A)(4)(A)(II)(I); 42 U.S.C.A. § 3026(A)(4)(A)(II)(I): PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.

4. OAA § 306(A)(4)(A)(II)(II); 42 U.S.C.A. § 3026(A)(4)(A)(II)(II): PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-

INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.

5. OAA § 306(A)(4)(A)(II)(III); 42 U.S.C.A. § 3026 (A)(4)(A)(II)(III): PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.

6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS SUCH AGENCY RECEIVES OR EXPENDS TO PROVIDE SERVICES TO OLDER INDIVIDUALS WILL BE DISCLOSED TO DOAS OR THE COMMISSIONER FOR THE DEPARTMENT OF HUMAN SERVICES UPON REQUEST.

7. AT THE DISCRETION OF THE AAA, SUBCONTRACT LANGUAGE FOR AGENCIES FUNDED THROUGH THE APC WHO ARE PROVIDING NAPIS REGISTERED SERVICES, AND WHO HAVE BEEN IDENTIFIED BY THE AAA TO HAVE SAMS LICENSES FOR CLIENT MANAGEMENT, SHOULD ALSO CONTAIN THIS LANGUAGE AS A REQUIREMENT OF RECEIVING FUNDING.

A. PROVIDER AGENCY WILL USE SAMS FOR ALL APC DATA REPORTING AND CLIENT TRACKING AS DIRECTED BY THE AAA.

B. IF APPLICABLE, AN ADRC PARTNER WILL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, RECORDING SERVICE DELIVERY, CLIENT CHARACTERISTICS AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.

C. SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS WILL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS.

\*NOTE: IF THE SUB GRANTEE IS NOT GOING TO ENTER DATA INTO SAMS IT IS THE RESPONSIBILITY OF THE AAA TO ENTER ALL SUB GRANTEE DATA INTO THE SAMS DATABASE.

8. IN ADDITION TO ANY APPLICABLE HIPAA REQUIREMENTS, IF REQUIRED BY LAW, OR REQUESTED BY DOAS, THE SUB-GRANTEE OR THIRD PARTY, OR INDIVIDUALS WORKING FOR OR WITH A SUB-GRANTEE OR THIRD PARTY MAINTAIN THE CONFIDENTIALITY OF EACH PARTICIPANT'S PERSONAL AND CONFIDENTIAL INFORMATION AND SHALL NOT DISCLOSE SUCH INFORMATION EXCEPT WHERE DISCLOSURE IS CONSISTENT WITH

APPLICABLE DOAS RULES AND POLICIES, AND THE DISCLOSURE IS TO THE PARTICIPANT, TO THE PARTICIPANT'S LEGAL REPRESENTATIVE, TO A PARTY UPON THE INFORMED WRITTEN CONSENT OF THE PARTICIPANT OR THE PARTICIPANT'S LEGAL REPRESENTATIVE, TO A PARTY PURSUANT TO A COURT ORDER, OR IF DISCLOSURE IS FOR PROGRAM MONITORING BY AUTHORIZED FEDERAL, STATE OR LOCAL MONITORING AGENCIES.

9. EACH SUB-GRANTEE SHALL HAVE A BUSINESS CONTINUITY PLAN THAT WILL BE ACTIVATED IN THE EVENT OF A DISASTER/STATE OF EMERGENCY. THE PLAN SHALL ADDRESS WAYS IN WHICH CRITICAL SERVICES ARE MAINTAINED FOR THE PARTICIPANT AND A DESCRIPTION OF THE METHODS TO BE USED FOR COMMUNICATION ABOUT SERVICE CONTINUATION.

## **METHOD OF PAYMENT, MONITORING AND REPORTS REQUIRED**

### **PAYMENTS**

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

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

### **THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:**

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

### **REPORTS**

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

### **MONITORING:**

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

### **MEETINGS:**

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

**CLIENT SURVEY:**

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

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

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT  
NUMBERED 087 CONSISTS OF 19 PAGES NUMBERED  
CONSEQUENTLY.

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

GRANTEE All About Care, LLC.

870 Mantoloking Road

Brick, N.J. 08723

BY: \_\_\_\_\_ Date \_\_\_\_\_

(Name)

\_\_\_\_\_  
(Title)

**GRANTOR:**

COUNTY OF GLOUCESTER  
BOARD OF CHOSEN FREEHOLDERS

BY: \_\_\_\_\_ Date \_\_\_\_\_

NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY  
BOARD OF CHOSEN FREEHOLDERS

**ATTEST:**

\_\_\_\_\_  
Robert N. DiLella, CLERK OF THE BOARD

THIS AGREEMENT dated this 1<sup>st</sup> day of January, 2014.

COUNTY OF GLOUCESTER

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BOARD OF CHOSEN FREEHOLDERS

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

INTER-AGENCY/DEPARTMENTAL AGREEMENT

AGREEMENT NUMBER 035 DATE 1/1/2014

APPROPRIATION CODE \_\_\_\_\_

PROJECT TRANSPORTATION - BLIND/VISUALLY IMPAIRED

GRANTEE Gloucester County Dept. of Human Services

Division of Transportation Services

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

**COUNTY OF GLOUCESTER**

**BOARD OF CHOSEN FREEHOLDERS**

**GLOUCESTER COUNTY DIVISION OF SENIOR SERVICES**

**(Area Agency on Aging)**

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

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

**GLOUCESTER COUNTY DEPARTMENT OF HUMAN SERVICES**

**DIVISION OF TRANSPORTATION SERVICES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This agreement shall be effective as of the 1st day of **January, 2014** and shall terminate no later than the 31st day of **December, 2014**.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 035

SCOPE OF SERVICES

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

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

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

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

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

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

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

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 035

SCOPE OF SERVICES

**GRANTEE:** Division of Transportation Services

**PROJECT TITLE:** Transportation - Blind/Visually Impaired

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

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

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

**SERVICE DEFINITION:** **SERVICE TAXONOMY:** 106

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

**AMOUNT:** \$ 11,600

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

**CLIENT COUNT:** 24

**UNIT COST:** \$ 17.50

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 035

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

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

**COUNTY OF GLOUCESTER**

**BOARD OF CHOSEN FREEHOLDERS**

**ATTACHMENT "C" TO AGREEMENT NUMBER 035**

**METHOD OF MONITORING AND REPORTS REQUIRED**

**REPORTS**

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

**MONITORING:**

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

**MEETINGS:**

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

**CLIENT SURVEY:**

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

**SUBCONTRACT REQUIREMENTS:**

IN ACCEPTING THIS CONTRACT, THE RECIPIENT SHALL INCLUDE THE FOLLOWING PROVISIONS (K.1-K.9) IN ALL SUB-CONTRACTS, INTER-AGENCY AND INTRA-AGENCY AGREEMENTS WITH ALL SUBCONTRACTORS AND/OR THIRD PARTIES THAT UTILIZE AREA PLAN FUNDING UNDER THIS CONTRACT:

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

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

A) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;

B) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND

C) FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED, NOW OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.

3. OAA § 306(A)(4)(A)(II)(I); 42 U.S.C.A. § 3026(A)(4)(A)(II)(I): PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.

4. OAA § 306(A)(4)(A)(II)(II); 42 U.S.C.A. § 3026(A)(4)(A)(II)(II): PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.

5. OAA § 306(A)(4)(A)(II)(III); 42 U.S.C.A. § 3026 (A)(4)(A)(II)(III): PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.

6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS SUCH AGENCY RECEIVES OR EXPENDS TO PROVIDE SERVICES TO OLDER INDIVIDUALS WILL BE DISCLOSED TO DOAS OR THE COMMISSIONER FOR THE DEPARTMENT OF HUMAN SERVICES UPON REQUEST.

7. AT THE DISCRETION OF THE AAA, SUBCONTRACT LANGUAGE FOR AGENCIES FUNDED THROUGH THE APC WHO ARE PROVIDING NAPIS REGISTERED SERVICES, AND WHO HAVE BEEN IDENTIFIED BY THE AAA TO HAVE SAMS LICENSES FOR CLIENT MANAGEMENT, SHOULD ALSO CONTAIN THIS LANGUAGE AS A REQUIREMENT OF RECEIVING FUNDING.

A. PROVIDER AGENCY WILL USE SAMS FOR ALL APC DATA REPORTING AND CLIENT TRACKING AS DIRECTED BY THE AAA.

B. IF APPLICABLE, AN ADRC PARTNER WILL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, RECORDING SERVICE DELIVERY, CLIENT CHARACTERISTICS AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.

C. SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS WILL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS.

\*NOTE: IF THE SUB GRANTEE IS NOT GOING TO ENTER DATA INTO SAMS IT IS THE RESPONSIBILITY OF THE AAA TO ENTER ALL SUB GRANTEE DATA INTO THE SAMS DATABASE.

8. IN ADDITION TO ANY APPLICABLE HIPAA REQUIREMENTS, IF REQUIRED BY LAW, OR REQUESTED BY DOAS, THE SUB-GRANTEE OR THIRD PARTY, OR INDIVIDUALS WORKING FOR OR WITH A SUB-GRANTEE OR THIRD PARTY MAINTAIN THE CONFIDENTIALITY OF EACH PARTICIPANT'S PERSONAL AND CONFIDENTIAL INFORMATION AND SHALL NOT DISCLOSE SUCH INFORMATION EXCEPT WHERE DISCLOSURE IS CONSISTENT WITH APPLICABLE DOAS RULES AND POLICIES, AND THE DISCLOSURE IS TO THE PARTICIPANT, TO THE PARTICIPANT'S LEGAL REPRESENTATIVE, TO A PARTY UPON THE INFORMED WRITTEN CONSENT OF THE PARTICIPANT OR THE PARTICIPANT'S LEGAL REPRESENTATIVE, TO A PARTY PURSUANT TO A COURT ORDER, OR IF DISCLOSURE IS FOR PROGRAM MONITORING BY AUTHORIZED FEDERAL, STATE OR LOCAL MONITORING AGENCIES.

9. EACH SUB-GRANTEE SHALL HAVE A BUSINESS CONTINUITY PLAN THAT WILL BE ACTIVATED IN THE EVENT OF A DISASTER/STATE OF EMERGENCY. THE PLAN SHALL ADDRESS WAYS IN WHICH CRITICAL SERVICES ARE MAINTAINED FOR THE PARTICIPANT AND A DESCRIPTION OF THE METHODS TO BE USED FOR COMMUNICATION ABOUT SERVICE CONTINUATION.

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

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT  
NUMBERED 035 CONSISTS OF 11 PAGES NUMBERED  
CONSEQUENTLY.

**GRANTEE** Gloucester County Dept. of Human Services

Division of Transportation Services

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

**BY:** \_\_\_\_\_ **Date** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**FUNDING AGENCY**

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

**BY:** \_\_\_\_\_ **Date** \_\_\_\_\_

**TITLE:** Executive Director

**GRANTOR:**

COUNTY OF GLOUCESTER  
BOARD OF CHOSEN FREEHOLDERS

**BY:** \_\_\_\_\_ **Date** \_\_\_\_\_

**NAME:** Robert M. Damming

**TITLE:** DIRECTOR, GLOUCESTER COUNTY  
BOARD OF CHOSEN FREEHOLDERS

**ATTEST:**

\_\_\_\_\_  
Robert N. DiLella, CLERK OF THE BOARD

**THIS AGREEMENT** dated this 1<sup>st</sup> day of January, 2014.

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COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

GLOUCESTER COUNTY DIVISION OF SENIOR SERVICES

(Area Agency on Aging)

INTER-AGENCY/DEPARTMENTAL AGREEMENT

AGREEMENT NUMBER 008 DATE 1/1/2014

APPROPRIATION CODE \_\_\_\_\_

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

GRANTEE Gloucester County Health Dept.

204 East Holly Ave

Sewell, NJ 08080

INTER-AGENCY/DEPARTMENTAL AGREEMENT PAGES 1 THROUGH 16

**COUNTY OF GLOUCESTER**

**BOARD OF CHOSEN FREEHOLDERS**

**GLOUCESTER COUNTY DIVISION OF SENIOR SERVICES**

**(Area Agency on Aging)**

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

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

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**GLOUCESTER COUNTY HEALTH DEPARTMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This agreement shall be effective as of the 1st day of **January, 2014** and shall terminate no later than the 31st day of **December, 2014.**

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

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

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

PHYSICAL HEALTH ARTHRITIS FOUNDATION EXERCISE & TAI CHI  
PROGRAMS 2014

Scope of Services

**1) Definition of Service**

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

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

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

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

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

**2) Proposed Magnitude and Anticipated Scheduling of Service Delivery**

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

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

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

**3) Anticipated Method and Location of Service Delivery**

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

**4) Minimum Personnel Qualifications and Staffing Patterns**

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

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

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

**Objectives of the Physical Health Arthritis Foundation Exercise – Tai Chi Programs:**

- Participants will receive basic information heart disease, stroke, blood pressure, cancer and arthritis.

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

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

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

**Program Synopsis**

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

**Evidence**

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

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

**Information regarding Arthritis and physical activity**

The prevalence of adults with arthritis-attributable activity limitation ranges from 6.3% to 16.7% (state median: 9.9%). These high rates of arthritis-attributable activity limitation are projected to increase with the aging of the population. Arthritis-attributable activity limitation can be prevented or reduced in many persons. In fact, both aerobic and strengthening exercises can improve physical function and increase ability and confidence at performing daily activities. Studies have shown that people with arthritis can safely participate in exercise programs to improve their cardiovascular fitness, muscular strength, psychological outlook and physical function (3).

## References

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

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

**GRANTEE:** Gloucester County Health Dept.

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

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

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

**ARTHRITIS Exercise Program**

90 total clients

18 clients minority- low income (20% of 90)

23 clients disabled (25% of 90)

63 clients frail and vulnerable (70% of 90)

**TAI CHI Exercise Program**

60 clients low income (100% of 60)

12 clients low income minority (20% of 60)

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

**Targeting Requirements**

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

**Minimum Personnel Qualifications and Staffing Patterns**

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

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

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

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

**Goal**

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

**Objectives**

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

**Evaluation**

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

**SERVICE DEFINITION:**

**SERVICE TAXONOMY: 330**

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

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

	<u>330</u>	(Tai Chi)	<u>330</u>	Arthritis Foundation Exercise Program
<b><u>AMOUNT:</u></b>		\$ 4,170.00(B)		\$4,560.00 (D)
<b><u>UNITS OF SERVICE:</u></b>		60		90
<b><u>CLIENT COUNT:</u></b>		60		90
<b><u>UNIT COST:</u></b>		\$69.50		\$51.00

**COUNTY OF GLOUCESTER**

**BOARD OF CHOSEN FREEHOLDERS**

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

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

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

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

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

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

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

**COUNTY OF GLOUCESTER**

**BOARD OF CHOSEN FREEHOLDERS**

**ATTACHMENT "C" TO AGREEMENT NUMBER 008**

**METHOD OF MONITORING AND REPORTS REQUIRED**

**REPORTS**

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

**MONITORING:**

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

**MEETINGS:**

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

**CLIENT SURVEY:**

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

**SUBCONTRACT REQUIREMENTS:**

IN ACCEPTING THIS CONTRACT, THE RECIPIENT SHALL INCLUDE THE FOLLOWING PROVISIONS (K.1-K.9) IN ALL SUB-CONTRACTS, INTER-AGENCY AND INTRA-AGENCY AGREEMENTS WITH ALL SUBCONTRACTORS AND/OR THIRD PARTIES THAT UTILIZE AREA PLAN FUNDING UNDER THIS CONTRACT:

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

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

A) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;

B) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND

C) FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED, NOW OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.

3. OAA § 306(A)(4)(A)(II)(I); 42 U.S.C.A. § 3026(A)(4)(A)(II)(I): PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.

4. OAA § 306(A)(4)(A)(II)(II); 42 U.S.C.A. § 3026(A)(4)(A)(II)(II): PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.

5. OAA § 306(A)(4)(A)(II)(III); 42 U.S.C.A. § 3026 (A)(4)(A)(II)(III): PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.

6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS SUCH AGENCY RECEIVES OR EXPENDS TO PROVIDE SERVICES TO OLDER INDIVIDUALS WILL BE DISCLOSED TO DOAS OR THE COMMISSIONER FOR THE DEPARTMENT OF HUMAN SERVICES UPON REQUEST.

7. AT THE DISCRETION OF THE AAA, SUBCONTRACT LANGUAGE FOR AGENCIES FUNDED THROUGH THE APC WHO ARE PROVIDING NAPIS REGISTERED SERVICES, AND WHO HAVE BEEN IDENTIFIED BY THE AAA TO HAVE SAMS LICENSES FOR CLIENT MANAGEMENT, SHOULD ALSO CONTAIN THIS LANGUAGE AS A REQUIREMENT OF RECEIVING FUNDING.

A. PROVIDER AGENCY WILL USE SAMS FOR ALL APC DATA REPORTING AND CLIENT TRACKING AS DIRECTED BY THE AAA.

B. IF APPLICABLE, AN ADRC PARTNER WILL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, RECORDING SERVICE DELIVERY, CLIENT CHARACTERISTICS AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.

C. SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS WILL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS.

\*NOTE: IF THE SUB GRANTEE IS NOT GOING TO ENTER DATA INTO SAMS IT IS THE RESPONSIBILITY OF THE AAA TO ENTER ALL SUB GRANTEE DATA INTO THE SAMS DATABASE.

8. IN ADDITION TO ANY APPLICABLE HIPAA REQUIREMENTS, IF REQUIRED BY LAW, OR REQUESTED BY DOAS, THE SUB-GRANTEE OR THIRD PARTY, OR INDIVIDUALS WORKING FOR OR WITH A SUB-GRANTEE OR THIRD PARTY MAINTAIN THE CONFIDENTIALITY OF EACH PARTICIPANT'S PERSONAL AND CONFIDENTIAL INFORMATION AND SHALL NOT DISCLOSE SUCH INFORMATION EXCEPT WHERE DISCLOSURE IS CONSISTENT WITH APPLICABLE DOAS RULES AND POLICIES, AND THE DISCLOSURE IS TO THE PARTICIPANT, TO THE PARTICIPANT'S LEGAL REPRESENTATIVE, TO A PARTY UPON THE INFORMED WRITTEN CONSENT OF THE PARTICIPANT OR THE PARTICIPANT'S LEGAL REPRESENTATIVE, TO A PARTY PURSUANT TO A COURT ORDER, OR IF DISCLOSURE IS FOR PROGRAM MONITORING BY AUTHORIZED FEDERAL, STATE OR LOCAL MONITORING AGENCIES.

9. EACH SUB-GRANTEE SHALL HAVE A BUSINESS CONTINUITY PLAN THAT WILL BE ACTIVATED IN THE EVENT OF A DISASTER/STATE OF EMERGENCY. THE PLAN SHALL ADDRESS WAYS IN WHICH CRITICAL SERVICES ARE MAINTAINED FOR THE PARTICIPANT AND A DESCRIPTION OF THE METHODS TO BE USED FOR COMMUNICATION ABOUT SERVICE CONTINUATION.

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

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT  
NUMBERED 008 CONSISTS OF 16 PAGES NUMBERED  
CONSEQUENTLY.

**GRANTEE** Gloucester County Health Dept.

204 East Holly Ave.

Sewell, NJ 08080

**BY:** \_\_\_\_\_ Date \_\_\_\_\_

**TITLE** \_\_\_\_\_

**FUNDING AGENCY**

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

**BY:** \_\_\_\_\_ Date \_\_\_\_\_

**TITLE:** Executive Director

**GRANTOR:**

COUNTY OF GLOUCESTER  
BOARD OF CHOSEN FREEHOLDERS

**BY:** \_\_\_\_\_ Date \_\_\_\_\_

**NAME:** Robert M. Damminger

**TITLE:** DIRECTOR, GLOUCESTER COUNTY  
BOARD OF CHOSEN FREEHOLDERS

**ATTEST:**

\_\_\_\_\_  
Robert N. DiLella, CLERK OF THE BOARD

**THIS AGREEMENT** dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

E1

REQUEST FOR PROPOSALS (R.F.P.)		2014 Area Plan Contract		Requested	RFP
RFP Grading/Awards List		Service Programs		Funding	Grade Average
	Adult Day Care				
Evergreen Court				\$26,000.00	95
Senior Care of America		No Award		\$26,000.00	68
<b>Personal Care &amp; Housekeeping Services</b>					
All About Care- Personal Care Services				\$47,500.00	84
All About Care-Housekeeping Services				\$9,500.00	90
Visiting Nurse & Hospice- Certified Home Health Aide				\$56,000.00	80
South Jersey Legal Services Inc.- Legal Services Program				\$9,500.00	96
Glassboro Senior Citizen's Center	Aid to Municipal Centers			\$14,400.00	89
Glassboro Housing Authority	Housekeeping for GHA Residents			\$57,100.00	85
Glouc. Co. Division of Education/Disability Serv.	B/V/I Counseling/Care Mgmt			\$36,600.00	96
Glouc County Division of Social Services - Adult Protective Services				\$110,041.00	92
Gloucester County	Dept. of Health- Senior Health Connection			\$17,160.00	95
Glouc. Co. Dept. of Health- Tai-Chi/Walking Exercise Program				\$4,124.00	92
Glouc. County College RSVP Friendly Visitor focusing on Reading&Writing				\$2,500.00	92
Glouc. County College- RSVP Wellness Program				\$4,300.00	92
Glouc. County Division of Transportation Services-Escorted Transportation				\$25,642.00	90
Glouc. County Division of Transportation Services-Blind/Visually Impaired				\$11,500.00	89
Glouc. County Division of Transportation-Medical Transport				\$39,000.00	88
<b>Peer Grouping</b>					
All About Care LLC	Personal Home Care			\$40,000.00	89
Evergreen Court	Adult Day Care			\$8,800.00	87
Senior Care of America	Adult Day Care	No Award		\$25,000.00	68

E2

**RESOLUTION ACCEPTING DONATION OF TWO CEMETERY PLOTS  
FROM EGLINGTON CEMETERY CO., CLARKSBORO, NJ**

**WHEREAS**, the County has a need for cemetery plots in order to comply with its statutory obligation to make appropriate burial arrangements for indigent persons pursuant to N.J.S.A. 40A:9-49.1, and for the County Medical Examiner to make appropriate burial arrangements or unidentified or unclaimed bodies pursuant to N.J.S.A. 40A:9-49; and

**WHEREAS**, Eglington Cemetery Co., 320 Kings Highway, Clarksboro, NJ has offered to donate to the County two (2) cemetery plots for use by the County as it deems appropriate; and

**WHEREAS**, N.J.S.A. 40A:5-29 authorizes counties to accept gifts.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that it hereby gratefully accepts the donation of two (2) plots from Eglington Cemetery Co. for use by the County in accordance with the purposes set forth in N.J.S.A. 40A:9-49 and 9-49.1.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 19, 2014.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

E3

**RESOLUTION AUTHORIZING AMENDMENT TO THE CONTRACTS FOR  
DIVISION OF DISABILITY SERVICES AND EXTENDING CONTRACT TERMS  
FROM JANUARY 1, 2014 TO DECEMBER 31, 2014**

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

**WHEREAS**, the County requested proposals, via RFP #11-009, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the contracts were awarded on February 16, 2011 and the specifications provided the County of Gloucester with the option to extend for two (2) one (1) year terms, dependent on the availability of funds; and

**WHEREAS**, the Purchasing Director has recommended that the option to extend be exercised for the first of two additional years, extending the term of the Contract for one (1) year term through December 31, 2014; and

**WHEREAS**, a contract was awarded to Center For Family Services, Inc., with offices at 584 Benson Street, Camden, New Jersey 08103, in an amount not to exceed \$60,600.00 annually, this contract extension shall be for estimated units of services, in an amount not to exceed \$53,100.00; and

**WHEREAS**, a contract was awarded to The Recovery Services of New Jersey, Inc. t/a Lighthouse at Mays Landing, Inc., with offices at 5034 Atlantic Avenue, P.O. 895, Mays Landing, New Jersey 08330, in an amount not to exceed \$33,000.00 annually, this contract extension shall be for estimated units of services, in an amount not to exceed \$39,500.00; and

**WHEREAS**, a contract was awarded to Maryville, Inc., with offices at 1903 Grant Avenue, Williamstown, New Jersey 08094, in an amount not to exceed \$177,000.00 annually, this contract extension shall be for estimated units of services, in an amount not to exceed \$194,700.00; and

**WHEREAS**, a contract was awarded to New Hope Foundation, Inc., with a mailing address of P.O. Box 66, Marlboro, New Jersey 07746, in an amount not to exceed \$22,100.00 annually, this contract extension shall be for estimated units of services, in an amount not to exceed \$26,400.00; and

**WHEREAS**, a contract was awarded to Sodat, Inc., with offices at 124 North Broad Street, Woodbury, New Jersey 08096, in an amount not to exceed \$41,150.00 annually, this contract extension shall be for estimated units of services, in an amount not to exceed \$40,761.00; and

**WHEREAS**, a contract was awarded to Volunteers of America, Delaware Valley, Inc., with offices located at 235 White Horse Pike, 2<sup>nd</sup> Floor, Collingswood, New Jersey 08107, in an amount not to exceed \$19,000.00 annually, this contract extension shall be for estimated units of services, in an amount not to exceed \$8,000.00; and

**WHEREAS**, a contract was awarded to Wounded Healer, Inc., with offices located at 8 N. Broadway, 2<sup>nd</sup> & 3<sup>rd</sup> Floors, Pitman, New Jersey 08071, in an amount not to exceed \$33,450.00 annually, this contract extension shall be for estimated units of services, in an amount not to exceed \$32,450.00; and

**WHEREAS**, amendments are necessary for each contract to reflect the award amount for the 2014 term; and

**WHEREAS**, the contract extensions shall be for a term of one year, from January 1, 2014 to December 31, 2014, pursuant to the proposal submitted by the Vendor, therefore this

contract is open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time; and

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

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, that the 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 Amendments to reflect the award amount for the 2014 term to Center For Family Services, Inc., in an amount not to exceed \$53,100.00; The Recovery Services of New Jersey, Inc. t/a Lighthouse at Mays Landing, Inc., in an amount not to exceed \$39,500.00; Maryville, Inc., in an amount not to exceed \$194,700.00; New Hope Foundation, Inc., in an amount not to exceed \$26,400.00; Sodat, Inc., in an amount not to exceed \$40,761.00; Volunteers of America, Delaware Valley, Inc., in an amount not to exceed \$8,000.00; and Wounded Healer, Inc., in an amount not to exceed \$32,450.00; and

**BE IT FURTHER RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester does hereby exercise its option to extend the contracts for various programs for the citizens and youth of Gloucester County, each for a period of one year, beginning January 1, 2014 and ending December 31, 2014; and

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

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, February 19, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

EB

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

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

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

**The Contract is amended for a decrease in funds for the 2014 term, January 1, 2014 to December 31, 2014. This amendment will decrease the maximum contract amount by \$7,500.00, resulting in a maximum contract amount of \$53,100.00.**

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

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

**THIS ADDENDUM** is effective as of the 19th day of February, 2014.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**CENTER FOR FAMILY SERVICES, INC.**

\_\_\_\_\_

\_\_\_\_\_  
By:  
Title:

EB

**AMENDMENT TO CONTRACT BETWEEN  
THE RECOVERY SERVICES OF NEW JERSEY, INC.  
t/a LIGHTHOUSE AT MAYS LANDING, INC.  
AND  
COUNTY OF GLOUCESTER**

**THIS** is an amendment to a contract entered into on the 16th day of February, 2011 (Per RFP #11-009), by and between The Recovery Services of New Jersey, Inc. t/a Lighthouse at Mays Landing, Inc. and the County of Gloucester.

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

**The Contract is amended for an increase in funds for the 2014 term, January 1, 2014 to December 31, 2014. This amendment will increase the maximum contract amount by \$6,500.00, resulting in a maximum contract amount of \$39,500.00.**

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

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

**THIS ADDENDUM** is effective as of the 19th day of February, 2014.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**THE RECOVERY SERVICES OF NEW  
JERSEY, INC. t/a LIGHTHOUSE AT  
MAYS LANDING, INC.**

\_\_\_\_\_  
By:  
Title:

EB

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

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

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

**The Contract is amended for an increase in funds for the 2014 term, January 1, 2014 to December 31, 2014. This amendment will increase the maximum contract amount by \$17,700.00, resulting in a maximum contract amount of \$194,700.00.**

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

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

**THIS ADDENDUM** is effective as of the 19th day of February, 2014.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**MARYVILLE, INC.**

\_\_\_\_\_

\_\_\_\_\_  
By:  
Title:

E3

**AMENDMENT TO CONTRACT BETWEEN  
NEW HOPE FOUNDATION, INC.  
AND  
COUNTY OF GLOUCESTER**

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

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

**The Contract is amended for an increase in funds for the 2014 term, January 1, 2014 to December 31, 2014. This amendment will increase the maximum contract amount by \$4,300.00, resulting in a maximum contract amount of \$26,400.00.**

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

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

**THIS ADDENDUM** is effective as of the 19th day of February, 2014.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**NEW HOPE FOUNDATION, INC.**

\_\_\_\_\_

\_\_\_\_\_  
By:  
Title:

E3

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

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

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

**The Contract is amended for a decrease in funds for the 2014 term, January 1, 2014 to December 31, 2014. This amendment will decrease the maximum contract amount by \$389.00, resulting in a maximum contract amount of \$40,761.00.**

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

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

**THIS ADDENDUM** is effective as of the 19th day of February, 2014.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**SODAT, INC.**

\_\_\_\_\_

\_\_\_\_\_  
By:  
Title:

23

**AMENDMENT TO CONTRACT BETWEEN  
VOLUNTEERS OF AMERICA, DELAWARE VALLEY, INC.  
AND  
COUNTY OF GLOUCESTER**

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

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

**The Contract is amended for a decrease in funds for the 2014 term, January 1, 2014 to December 31, 2014. This amendment will decrease the maximum contract amount by \$11,000.00, resulting in a maximum contract amount of \$8,000.00.**

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

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

**THIS ADDENDUM** is effective as of the 19th day of February, 2014.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**VOLUNTEERS OF AMERICA,  
DELAWARE VALLEY, INC.**

\_\_\_\_\_

\_\_\_\_\_  
By:  
Title:

EB

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

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

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

**The Contract is amended for a decrease in funds for the 2014 term, January 1, 2014 to December 31, 2014. This amendment will decrease the maximum contract amount by \$1,000.00, resulting in a maximum contract amount of \$32,450.00.**

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

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

**THIS ADDENDUM** is effective as of the 19th day of February, 2014.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**WOUNDED HEALER, INC.**

\_\_\_\_\_

\_\_\_\_\_  
By:  
Title:

E3



BOARD OF  
CHOSEN FREEHOLDERS  
  
COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY  
  
FREEHOLDER  
Warren S. Wallace, Ed.D.

MEMO

To: Pete Mercanti, Director, Glo. Co. Purchasing Department  
From: Judy M. Tobia Johnson  
Date: December 21, 2010  
Re: Summary of proceedings of RFP Review and Submission of  
RFP Review Committee Scoring Sheets with  
Names of Committee Members Who Scored Each Sheet



DEPARTMENT OF HUMAN  
SERVICES  
  
DIRECTOR  
Lisa A. Cerny  
lcerny@co.gloucester.nj.us  
  
Division of Addiction Services  
  
Division Administrator  
Judy M. Tobia Johnson Hadnett,  
MBA  
jujohnso@co.gloucester.nj.us

Dear Mr. Mercanti:

I am herein summarizing the proceedings of the RFP review and enclosing the scoring sheets identifying who scored each sheet as follows:

Each scoring sheet has the initials of the first and last name of the RFP review committee member (LACADA subcommittee member) who recorded the scores on that sheet as follows:

- LT- Linda Tramo
- EI- Eugene Isner
- LH- Louise Halbicht

There were 13 Funding Opportunities and of these:

- 3 reviewed had only one bidder
- 9 reviewed had competing agencies bid for the service, and
- 1 had no bidder/ proposal at all for the service.

As Follows:

- 1) Funding Opportunity: Only One Proposal Received for this Service  
I. Adult Residential Treatment and Detox and for General Population and people with Co-Occurring Mental Health Disorders -\$123,000-  
1) Maryville Awarded - 98pts
  
- 2) Funding Opportunity:  
II. Adult Evaluation and Assessment -\$45,000  
and 2 Vendors - proposals were:  
1) Maryville- Awarded - 90 pts.  
which prevailed against 2) SODAT ( sent 2 separate proposals for the service package - 76 pts. and 73 pts. for each one)
  
- 3) Funding Opportunity:  
III. Adolescent and/or Adult Residential Treatment and Detox -\$33,000 and 2 Vendors - proposals were:  
1) Lighthouse (Recovery Program of NJ) -Awarded - 91 pts.  
prevailed against 2) New Hope Foundation -86 pts.

PO Box 337  
Woodbury, NJ 08096  
  
Phone: 856.384.6870  
Fax: 856.384.0207  
  
[www.co.gloucester.nj.us](http://www.co.gloucester.nj.us)

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

- 4) Funding Opportunity: IV. Long Term Adolescent and Short Term Adult Residential Treatment and Detox - \$33,000  
2 Vendors - proposals were:  
1) New Hope – Awarded – 98 pts.  
prevailed against 2) Maryville, Inc. – 76 pts.
- 5) Funding Opportunity: IV. Youth Aftercare/Youth Outpatient Treatment and Family Support C. - \$19,800  
and 3 Vendors - proposals were:  
1) Center For Family Services – Awarded Both (sent 2 separate proposals – 96 pts. and 96 pts.)  
prevailed against 2) SODAT ( sent 2 separate proposals – 77 pts. and 78 pts.)  
prevailed against 3) The Wounded Healer – 73 pts.
- 6) Funding Opportunity: VI. Adult Outpatient- (Justice System) - \$16,550  
and the two proposals were:  
NOTE – Awarded Both Agencies - to split funding equally  
1) The Center For Family Services - 99 pts.  
2) SODAT - 95 pts.
- 7) Funding Opportunity: VII. Adult Jail Program - \$14,875 - Only One Proposal Received for this Service.  
1) SODAT – Awarded – 98 pts.
- 8) Funding Opportunity: VIII. Adolescent Prevention- Family Support; Student Assistance; Teen Center; and Recovery Support- Psychological Evals. - \$18,000 - Only One Agency Sent Proposals for this Service.  
1) SODAT - Awarded – (sent in 4 separate proposals: 95; 98; 98; 98 pts)
- 9) Funding Opportunity: IX. Sober Living Environment - \$9,000 – No Proposals received for this Service
- 10) Funding Opportunity: X. Faith Based Adolescent and Adult Outpatient Treatment; and Juvenile Detention/Probationers Evaluations; and SJI Transportation - \$28,400  
and the two proposals were:  
1) The Wounded Healer - Awarded – 96 pts.  
prevailed against 2) SODAT (sent in 3 proposals: 76; 77; and 73 pts.)
- 11) Funding Opportunity: XI. Residential Hospital Based Detox – Partially Enhanced - \$40,000 - Only One Agency Sent Proposals for this Service.  
1) Kennedy - Awarded – 98 pts.
- 12) Funding Opportunity: XII. Youth Prevention/Education within the Together Youth Shelter - \$32,550  
and the two proposals were:  
1) The Center For Family Services – Awarded - 100 pts.  
and 2) SODAT - 78 pts.
- 13) Funding Opportunity: XIII. Short Term Adult Residential Treatment (Justice Risk) - \$33,000  
3 Vendors - proposals were:  
1) Volunteers of America – Awarded – 100 pts.  
prevailed against 2) Maryville, Inc. – 86 pts.  
and 3) New Hope Foundation - 80 pts.

Enclosures: Scoring Sheets- 30 proposals scored times 3 people scoring sheets = 90 Individual Scoring Sheets— Plus my 30 Tally Sheets = 120 Sheets being Submitted.

C: Lisa Cerny

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**RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER SOFTWARE AND MAINTENANCE FROM SOFTWARE HOUSE INTERNATIONAL, CORP., THROUGH STATE CONTRACT #A77560 IN THE TOTAL AMOUNT OF 50,000.00, FROM JANUARY 1, 2014 TO DECEMBER 31, 2014**

**WHEREAS**, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment, through the State Contract, without the need for public bidding; and

**WHEREAS**, the Gloucester County Prosecutor's Office has a need to purchase computer software and maintenance for the Gloucester County Prosecutor's Office; and

**WHEREAS**, it has been determined that the Gloucester County Prosecutor's Office can purchase said software and maintenance from Software House International, Corp. ("SHI"), through State Contract #A77560, in the total amount of \$50,000.00 from January 1, 2014 to December 31, 2014; and

**WHEREAS**, the Purchasing Agent of the County of Gloucester has certified the availability of funds in the amount of \$50,000.00, pursuant to C.A.F. #14-00991, which amount shall be charged against budget line item 4-01-25-275-001-20370.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that State Contract #A77560 is hereby authorized for the purchase of computer software and maintenance for the hereinabove purposes, in the total amount of \$50,000.00, from January 1, 2014 to December 31, 2014.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on February 19, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**