

**FINAL AGENDA**

7:00 p.m. Wednesday, December 2, 2015

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from November 24, 2015

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 PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2015 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.**

- VICTIMS OF CRIME ACT (VOCA) - \$191,448.00 - The VOCA grant partially funds the salaries of employees working in the GC Prosecutor’s Office Victim/Witness Unit. This Unit provides services mandated by the New Jersey Crime Victims Bill of Rights under N.J.S.A. 52:4B-36 for victims of violent crimes in Gloucester County.

**A-2 RESOLUTION AUTHORIZING 2015 BUDGET TRANSFERS.**

This Resolution is needed to transfer funds from one department to another where needed.

**A-3 RESOLUTION SETTING FORTH DATE, TIME AND LOCATION FOR THE ANNUAL REORGANIZATION MEETING ON JANUARY 1, 2016 AT 6:00 P.M., IN THE CEREMONIAL COURTROOM.**

N.J.S.A. 40:20-75 mandates that the Board of Chosen Freeholders conduct an annual reorganization meeting and shall set the time and date by resolution.

**A-4 RESOLUTION AUTHORIZING A CONTRACT WITH RIVER BEACH, LLC, IN AN AMOUNT NOT TO EXCEED \$46,800.00 PER YEAR FROM DECEMBER 2, 2015 TO DECEMBER 1, 2017.**

The Gloucester County Office of Assessment has a need for deed review, final site plan review and address changes/implementations for updates to state MOD IV/CAMA tax assessment database. The Gloucester County Office of Assessment has recommended that said services be provided by River Beach, LLC, with offices at 38 Slape Avenue, Elsinboro, New Jersey 08079, in an amount not to exceed \$46,800.00 per year from December 2, 2015 to December 1, 2017.

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

**FREEHOLDER CHILA  
FREEHOLDER SIMMONS**

**B-1 RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BOROUGH OF BUENA FOR DISPATCH SERVICES INCLUDING POLICE, FIRE, AND EMS SERVICES.**

Borough of Buena is requesting renewal of the shared services agreement with the County to handle all 9-1-1 calls and for first responder dispatch services. The County and the Borough of Buena have agreed on an annual sum of \$134,088.00 to be paid by Buena to the County which will be adjusted annually in accordance with the Consumer Price Index effective December 1<sup>st</sup> of each year. The term of the Agreement will be December 1, 2015 through November 30, 2025.

**DEPARTMENT OF ECONOMIC DEVELOPMENT  
& PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER CHRISTY**

**C-1 RESOLUTION CONSENTING TO THE PROPOSED ELK TOWNSHIP WATER QUALITY MANAGEMENT PLAN AMENDMENT WHICH INCLUDES MULTIPLE SITE SPECIFIC AMENDMENTS; AND THE AMENDMENT OF THE GLOUCESTER COUNTY UTILITIES AUTHORITY WASTEWATER MANAGEMENT PLAN, AND THE PROPOSED AMENDMENT OF THE TRI-COUNTY WATER QUALITY MANAGEMENT PLAN.**

With the support of Elk Township, the Gloucester County Utilities Authority has proposed amendment of the Water Quality Management Plan (WQM) that would expand the Sewer Service Area in Elk Township. As required by NJDEP, this resolution consents to the WQM plan amendments published in the New Jersey Register on Oct. 23, 2015, and endorses those amendments to the WQM plans set forth in the public notice.

**DEPARTMENT OF EDUCATION**

**FREEHOLDER BARNES  
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &  
LAND PRESERVATION**

**FREEHOLDER DIMARCO  
FREEHOLDER CHILA**

**DEPARTMENT OF BUILDINGS &  
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY  
FREEHOLDER DIMARCO**

**DEPARTMENT OF HEALTH &  
HUMAN SERVICES**

**FREEHOLDER JEFFERSON  
FREEHOLDER BARNES**

**G-1 RESOLUTION AUTHORIZING AMENDMENTS TO CONTRACTS FOR VARIOUS PROGRAMS ADMINISTERED BY THE COUNTY DIVISION OF DISABILITY SERVICES.**

This Resolution authorizes amendments to contracts presently in effect for the year 2015 with providers of various addiction services to Gloucester County residents. The funds for these contracts are State grant funds. The reason for the amendments is to provide for the appropriate amount of funding for the services of each provider for the balance of the contract term. The contracts that are subject to these amendments are: Maryville, Inc., for various inpatient in residential treatments in an amount not to exceed \$208,700.00, increasing the contract amount by \$11,882.00, resulting in a new contract amount not to exceed \$220,582.00; Sodat of New Jersey, Inc., for youth counseling and family crisis intervention and adult outpatient services in an amount not to exceed \$40,761.00, decreasing the contract amount by \$10,000.00, resulting in a new contract amount not to exceed \$30,761.00; Volunteers of America, Delaware Valley, Inc., for various inpatient and residential treatments in an amount not to exceed \$5,500.00, decreasing the contract amount by \$850.00, resulting in a new contract amount not to exceed \$4,650.00; and Wounded Healer, Inc., for addiction rehabilitation, outpatient treatment and counseling in an amount not to exceed \$33,450.00, decreasing the contract amount by \$4,000.00, resulting in a new contract amount not to exceed \$29,450.00.

**G-2 RESOLUTION AUTHORIZING A CONTRACT WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES, DIVISION OF DISABILITY SERVICES, FOR THE RENEWAL OF THE PERSONAL ASSISTANCE SERVICES PROGRAM IN THE AMOUNT OF \$435,000.00.**

This Resolution authorizes the signing of the Personal Assistance Services Program (PASP) Application/Agreement, which is a renewal contract with the NJ Department of Human Services, Division of Disability Services. This contract enables the County to continue to provide personal assistance to County residents aged 18 through 70 who have chronic physical disabilities, are self-directing and employed, in school or volunteering in the community. PASP is a Cash Model Program with a County Coordinator and a fiscal intermediary, Community Access Unlimited (CAU). The residents/consumers hire their own assistants and are reimbursed through CAU. The total program amount is \$435,000.00 and is allocated as follows:

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

Old Business

New Business

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

Adjournment

**MINUTES**

6:00 p.m. Tuesday, November 24, 2015

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	
Jefferson	X	
Damminger	X	

Changes to the Agenda

Approval of the regular meeting minutes from November 4, 2015

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

Comments: N/A

49522 Proclamation congratulating Jamie's Dance Odyssey Competition Team on winning top tap performance of 2015 at the National Industry Dance Awards. (Simmons) (To be presented)

49523 Proclamation recognizing Walter R. Reeve, Jr., for achieving the rank of Eagle Scout (Simmons) (previously presented)

49524 Proclamation honoring the Duffield Family for receiving the 2015 Distinguished Service to Agriculture Award. (DiMarco) (previously presented)

49525 Proclamation honoring the Helena Chemical Company for receiving the 2015 Special Service to Agriculture Award. (DiMarco) (previously presented)

49526 Proclamation recognizing Food Allergy Awareness Gloucester County, NJ. (Jefferson) (previously presented)

49527 Proclamation recognizing Dorothea "Dottie" Weiss Gloucester County's 2015 Outstanding Senior Volunteer of the Year. (Jefferson) (previously presented)

49528 Proclamation recognizing the month of November Pancreatic Cancer Awareness Month. (Jefferson) (previously presented)

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	X		
Christy			X		
DiMarco			X		
Simmons			X		
Jefferson			X		
Damminger			X		

Comments: N/A

**CLOSE**

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

Comments: N/A

**INTRODUCTION**

**49529 REFUNDING BOND ORDINANCE PROVIDING FOR THE REFUNDING OF UP TO ALL OF THE COUNTY'S OUTSTANDING CALLABLE: (I) GENERAL OBLIGATION BONDS, SERIES 2006, DATED AUGUST 1, 2006; AND (II) GENERAL OBLIGATION BONDS, SERIES 2009, DATED JANUARY 29, 2009; AUTHORIZING THE ISSUANCE OF UP TO \$27,500,000.00 OF GENERAL OBLIGATION REFUNDING BONDS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, TO FINANCE THE COSTS THEREOF; MAKING CERTAIN DETERMINATIONS AND COVENANTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING.**

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

Comments: The public hearing for this Ordinance will take place at the December 16, 2015 Freeholder meeting.

**DEPARTMENT OF ADMINISTRATION**

**DIRECTOR DAMMINGER  
FREEHOLDER CHILA**

**49530 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF NOVEMBER 2015.**

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		15-09411; 15-07592
Christy			X		
DiMarco			X		
Simmons		X	X		
Jefferson			X		
Damminger			X		

Comments: N/A

**49531 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2015 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.**

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

Comments: N/A

**49532 RESOLUTION AUTHORIZING THE ACCEPTANCE AND RATIFICATION OF VARIOUS COLLECTIVE BARGAINING AGREEMENTS WITH THE CWA #1085 (COMMUNICATION WORKERS OF AMERICA, AFL-CIO) AND THE COUNTY FROM JANUARY 1, 2015 TO DECEMBER 31, 2018.**

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

Comments: N/A

**49533 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEAL.**

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

Comments: N/A

**49534 RESOLUTION AUTHORIZING THE COUNTY TO MODIFY THE CURRENT CONTRACT AND ALL OTHER DOCUMENTS WITH CHAMPION UNIFORM TO REFLECT THE COMPANY'S NAME CHANGE ONLY TO "UNIFIRST CORPORATION."**

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

Comments: N/A

**49535 RESOLUTION AUTHORIZING THE AMENDMENT OF THE STATE CONTRACT NUMBER ON A PREVIOUSLY ADOPTED STATE CONTRACT WITH DELL-SLG SALES.**

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

Comments: N/A

**49536 RESOLUTION IN SUPPORT OF THE ROWAN COLLEGE AT GLOUCESTER COUNTY BOARD OF TRUSTEES' ACTIONS RELATIVE TO THE UNDERTAKING AND IMPLEMENTATION OF VARIOUS CONSTRUCTION PROJECTS UTILIZING FUNDING OBTAINED THROUGH PROGRAMS MADE AVAILABLE BY NEW JERSEY FOR INSTITUTIONS OF HIGHER EDUCATION.**

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

Comments: N/A

DEPARTMENT OF PUBLIC SAFETY,  
VETERANS AFFAIRS & ELECTIONS

FREEHOLDER CHILA  
FREEHOLDER SIMMONS

DEPARTMENT OF ECONOMIC DEVELOPMENT  
& PUBLIC WORKS

FREEHOLDER SIMMONS  
FREEHOLDER CHRISTY

**49537 RESOLUTION AUTHORIZING APPROVAL OF A LETTER TO THE GOVERNOR REQUESTING DESIGNATION OF THE GLOUCESTER COUNTY LOCAL AREA IN ACCORDANCE WITH THE WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) OF 2014.**

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

Comments: N/A

**49538 RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF THE TRANSPORTATION AND COMMUNITY DEVELOPMENT INITIATIVE (TCDI) GRANT FROM THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION, IN THE TOTAL AMOUNT OF \$125,000.00, WITH AN IN-KIND MATCH OF \$31,250.00, FROM JUNE 1, 2015 TO JUNE 30, 2016.**

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

Comments: N/A

**49539 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #02 INCREASE WITH JPC GROUP, INC. FOR \$109,526.93.**

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

Comments: N/A

**49540 RESOLUTION AUTHORIZING THE EXECUTION OF A COST REIMBURSEMENT AUTHORIZATION/AGREEMENT IN THE AMOUNT OF \$3,750,000.00 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION.**

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

Comments: N/A

**49541 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT MODIFICATION #01 BETWEEN THE COUNTY AND GLASSBORO FOR THE INTERSECTION IMPROVEMENTS TO COUNTY ROUTE 553 AT HIGH STREET.**

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

Comments: N/A

**DEPARTMENT OF EDUCATION**

**FREEHOLDER BARNES  
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &  
LAND PRESERVATION**

**FREEHOLDER DIMARCO  
FREEHOLDER CHILA**

**49542 RESOLUTION AUTHORIZING A LEASE AND SERVICE CONTRACT WITH GOLF CART SERVICES, INC., FROM DECEMBER 19, 2015 TO DECEMBER 18, 2018 IN AN AMOUNT NOT TO EXCEED \$73,000 PER CONTRACT YEAR.**

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

Comments: N/A

**DEPARTMENT OF BUILDINGS &  
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY  
FREEHOLDER DIMARCO**

**49543 RESOLUTION AUTHORIZING GRANT APPLICATION FOR THE COUNTY PROSECUTOR INSURANCE FRAUD REIMBURSEMENT PROGRAM THROUGH THE NEW JERSEY DIVISION OF CRIMINAL JUSTICE, OFFICE OF THE INSURANCE FRAUD PROSECUTOR, IN THE AMOUNT OF \$154,405.00.**

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

Comments: N/A

**49544 RESOLUTION AUTHORIZING GRANT APPLICATION AND EXECUTION OF ALL DOCUMENTS RELATIVE TO THE COUNTY PROSECUTOR LED MENTAL HEALTH DIVERSIONARY PROGRAM GRANT, INCLUDING THE APPLICABLE MEMORANDUM OF UNDERSTANDING WITH NEWPOINT BEHAVIORAL HEALTHCARE, IN THE AMOUNT OF \$150,000.00, WITH MATCHING FUNDS IN THE AMOUNT OF \$50,000.00, FOR A TOTAL AMOUNT OF \$200,000.00.**

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

Comments: N/A

**49545 RESOLUTION AUTHORIZING RENEWAL OF THE STOP VIOLENCE AGAINST WOMEN ACT GRANT THROUGH THE NJ DIVISION OF CRIMINAL JUSTICE IN THE AMOUNT OF \$25,225.00, WITH MATCHING FUNDS IN THE AMOUNT OF \$8,408.00, FOR A TOTAL AMOUNT OF \$33,633.00.**

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

Comments: N/A

**49546 RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT, MULTI-JURISDICTIONAL GANG, GUN, AND NARCOTICS TASK FORCES THROUGH THE STATE OF NEW JERSEY, DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE IN AN AMOUNT OF \$65,270.00.**

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

Comments: N/A

**49547 RESOLUTION AUTHORIZING THE RENEWAL OF THE GRANT APPLICATION TO THE STATE OF NEW JERSEY, DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE, OFFICE OF VICTIM-WITNESS ADVOCACY FOR THE VICTIMS OF CRIME PROGRAM IN THE AMOUNT OF \$191,448.00, WITH MATCHING FUNDS OF \$47,862.00, FOR A TOTAL AMOUNT OF \$239,310.00.**

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

Comments: N/A

**DEPARTMENT OF HEALTH & HUMAN SERVICES**

**FREEHOLDER JEFFERSON  
FREEHOLDER BARNES**

**49548 RESOLUTION APPROVING A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HEALTH TO RECEIVE FEES IN VARIOUS AMOUNTS FOR THE INSPECTION OF TANNING FACILITIES FROM JULY 1, 2015 TO JUNE 30, 2016.**

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

Comments: N/A

Old Business

New Business

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

OPEN

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

Comments: N/A

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

Comments: N/A

Adjournment: 6:25 PM

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

Comments: N/A

A-1

**RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS  
OF REVENUE INTO THE 2015 BUDGET PURSUANT TO N.J.S.A. 40A:4-87**

**WHEREAS**, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any County or Municipality when such item shall have been made available by law, and the amount thereof was not determined at the time of the adoption of the budget; and

**WHEREAS**, said Director may also approve the insertion of an item of appropriation for equal amount.

**NOW, THEREFORE, BE IT RESOLVED** that the County of Gloucester hereby requests the Director of the Division of Local Government Services approve the insertion of special items of revenue into the Gloucester County budget for the year 2015 as follows:

- (1) The sum of **\$191,448.00**, which item is now available as a revenue from the New Jersey Department of Law and Public Safety Victims of Crime Act (VOCA), to be appropriated under the caption of the New Jersey Department of Law and Public Safety Victims of Crime Act (VOCA) - Other Expenses.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 2, 2015 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

\_\_\_\_\_  
**CHAD M. BRUNER,**  
**ADMINISTRATOR/CLERK OF THE BOARD**

A 2

**RESOLUTION AUTHORIZING 2015 BUDGET TRANSFERS**

**WHEREAS**, the Treasurer of the County of Gloucester has recommended that there be 2015 Budget Transfers; and

**WHEREAS**, said transfers are in accordance with the provisions of Title 40A of the revised statutes of the State of New Jersey.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the following transfer of funds in the 2015 Budget is hereby authorized:

**TRANSFER FROM**

Information Technology -S&W	\$ 45,000.00
Salary & Wage Adjustment- S&W	88,000.00
Capital Lease Obligations-Interest	<u>105,000.00</u>
	\$ 238,000.00

**TRANSFER TO**

Information Technology-OE	45,000.00
Legal Department- S&W	25,000.00
County Adjuster - S&W	3,000.00
Economic Development-S&W	10,000.00
Financial Administration-S&W	50,000.00
Capital Lease Obligations-Principal	<u>105,000.00</u>
	\$ 238,000.00

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 2, 2015, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

\_\_\_\_\_  
**CHAD M. BRUNER,**  
**ADMINISTRATOR/CLERK OF THE BOARD**

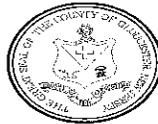
A-3

**RESOLUTION SETTING FORTH DATE, TIME AND LOCATION FOR  
THE ANNUAL REORGANIZATION MEETING ON JANUARY 1, 2016  
AT 6:00 P.M., IN THE CEREMONIAL COURTROOM**

**WHEREAS**, N.J.S.A. 40:20-75 mandates that the Board of Chosen Freeholders conduct an annual reorganization meeting and shall set the time and date by resolution.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Chosen Freeholders of the County of Gloucester does hereby set and establish January 1, 2016, at 6:00 p.m., in the Ceremonial Courtroom (Courtroom #201), in the Old Courthouse, located at 1 North Broad Street, Woodbury, New Jersey as the date, time and place of the 2016 Annual Reorganization.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 2, 2015 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**CHAD M. BRUNER,  
ADMINISTRATOR/CLERK OF THE BOARD**

A-4

**RESOLUTION AUTHORIZING A CONTRACT WITH RIVER BEACH, LLC, IN AN AMOUNT NOT TO EXCEED \$46,800.00 PER YEAR FROM DECEMBER 2, 2015 TO DECEMBER 1, 2017**

**WHEREAS**, there exists a need for deed review, final site plan review, 911 address changes/implementations to MOD IV/CAMA; and

**WHEREAS**, bids were publicly received and opened on November 13, 2015; and

**WHEREAS**, after following proper public bidding procedure, it was determined that River Beach, LLC, with offices located at 38 Slape Avenue, Elsinboro, New Jersey 08079, was the lowest responsive and responsible bidder to perform said services, in an amount not to exceed \$46,800.00 per year, as more specifically described in the bid specifications of PD-15-052; and

**WHEREAS**, the Gloucester County Office of Assessment has recommended that said services be provided by River Beach, LLC, with offices at 38 Slape Avenue, Elsinboro, New Jersey 08079, in an amount not to exceed \$46,800.00 per year from December 2, 2015 to December 1, 2017; and

**WHEREAS**, the contract shall be for estimated units of service, in an amount not to exceed \$46,800.00 per year, at an hourly rate of \$30.00; and

**WHEREAS**, the contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond December 31, 2015 is conditioned upon the approval of the 2016 Gloucester County Budget and continuation beyond December 31, 2016 is condition upon the approval of the 2017 Gloucester County Budget.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract between the County and River Beach, LLC, in an amount not to exceed \$46,800.00 per year for a period of two years, from December 2, 2015 to December 1, 2017.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 2, 2015, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT DAMMINGER, DIRECTOR**

**ATTEST:**

\_\_\_\_\_  
**CHAD M. BRUNER**  
**ADMINISTRATOR/CLERK OF THE BOARD**

A-4

**CONTRACT BETWEEN  
RIVER BEACH, LLC  
AND  
THE COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the 2nd day of December, 2015, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **RIVER BEACH, LLC**, with offices at 38 Slape Avenue, Elsinboro, NJ 08079, hereinafter referred to as "Contractor".

**RECITALS**

**WHEREAS**, there exists a need for deed review, final site plan review, 911 address changes/implementations to MOD IV/CAMA as per specifications in PD-15-052;

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

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

**TERMS OF AGREEMENT**

1. **TERM.** This Contract shall be effective for the period commencing December 2, 2015 and concluding December 1, 2017.

2. **COMPENSATION.** Contractor shall be compensated in an amount not to exceed \$46,800.00 per year as follows: \$30.00 hourly rate pursuant to and subject to all terms and provisions of the specifications identified as PD-15-052.

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the specifications identified as PD-15-052, which are incorporated herein and made a part hereof by reference. Contractor shall perform tax map review, recorded deed review for lot line adjustments and valuation changes, subdivision map review, filed plan map review, 911 numbering and re-numbering of parcels, written work-order requests for tax map updates with

Contractor, creating and deleting line items in MOD IV, adjustments to CAMA. Said work shall be performed at the County Assessor's Office located in Clayton, New Jersey and under authorization of the County Assessor.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications PD-15-052, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

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

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

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

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

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

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

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

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

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

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

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

18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

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

20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

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

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD-15-052, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

**THIS CONTRACT** is made effective the 2<sup>nd</sup> day of December, 2015.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**CHAD M. BRUNER**  
**ADMINISTRATOR/CLERK OF THE BOARD**

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

**ATTEST:**

**RIVER BEACH, LLC**

\_\_\_\_\_  
**RENEE R. BECK, OWNER/OPERATOR**

A4

<p>PD 015-052                  Bid Opening 11/13/2015 10:00am                  SPECIFICATIONS AND PROPOSAL FORM FOR DEED                  REVIEW, FINAL SITE PLAN REVIEW AND 911 ADDRESS                  CHANGES/IMPLEMENTATIONS TO MOD IV/CAMA FOR THE                  GLOUCESTER COUNTY TAX ASSESSORS DEPARTMENT</p>	<p><b>VENDOR:</b>                  River Beach LLC                  38 Slape Ave,                  Elsinboro, NJ 08079                  Renee R. Beck                  856 261-9215                  856 547-6692 Fax                  renee@riverbeachllc@gmail.com</p>	<p><b>Hourly Rate</b>                  \$30.00 per hour</p>	<p><b>None</b></p>	<p><b>Prime Vendor</b>                  Bently Systems Inc.</p>
<p><b>ITEM</b></p>	<p><b>DESCRIPTION</b></p>	<p><b>Hourly Rate</b></p>	<p><b>Variations: (if any)</b></p>	<p><b>Will you extend your prices to local government entities within the County</b></p>
<p>1</p>	<p>Document Review</p>	<p>\$30.00 per hour</p>	<p>None</p>	<p>Prime Vendor</p>
<p></p>	<p></p>	<p></p>	<p></p>	<p></p>
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THIS IS A TWO YEAR CONTRACT WITH 1 TWO YEAR EXTENSION OR 2 ONE YEAR EXTENSIONS

Based upon the bids received, I recommend River Beach LLC be awarded the contract as the highest, responsible, responsive bidder.

Sincerely,  
 Robert J. McElane  
 Purchasing

B-1

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH  
THE BOROUGH OF BUENA FOR DISPATCH SERVICES INCLUDING POLICE,  
FIRE, AND EMS SERVICES**

**WHEREAS**, the Borough of Buena ("Local Unit"), located in the County of Atlantic, has the need for dispatch services including police, fire, and EMS services; and

**WHEREAS**, the County of Gloucester ("County") with its updated Dispatch facilities has the capabilities to provide and authorize Dispatch Services for other Municipalities; and

**WHEREAS**, the Local Unit has requested the County provide said services; and

**WHEREAS**, the County is willing to do so; and

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

**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 an Agreement between the County of Gloucester and Borough of Buena for dispatch services including police, fire, and EMS services.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, December 2, 2015 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**CHAD M. BRUNER,  
ADMINISTRATOR/CLERK OF THE BOARD**

B-1

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**AGREEMENT TO PROVIDE DISPATCH SERVICES INCLUDING POLICE, FIRE, AND  
EMS SERVICES**

**TO BOROUGH OF BUENA**

by the

**COUNTY OF GLOUCESTER, NEW JERSEY**

and

**BOROUGH OF BUENA**

**Dated: \_\_\_\_\_, 2015**

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*Prepared by:* Thomas G. Campo,  
First Assistant County Counsel

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**AGREEMENT TO PROVIDE DISPATCH SERVICES TO  
BOROUGH OF BUENA**

**THIS AGREEMENT** ("Agreement"), dated this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Borough of Buena, a Local Unit of the County of Atlantic, State of New Jersey ("Local Unit"), and the County of Gloucester, a body politic and corporate of the State of New Jersey ("County").

**RECITALS**

**WHEREAS**, the County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, NJ 08096; and

**WHEREAS**, the Borough of Buena ("Local Unit") is a body politic with main offices located in Buena, Atlantic County, New Jersey; and

**WHEREAS**, the Local Unit has a need for updated dispatch services and has requested a Shared Services Agreement with the County due to its loss of revenues and increased costs of personnel and insurance; and

**WHEREAS**, the County with its updated dispatch facilities has the capability to provide and authorize dispatch services for other townships and municipalities; and

**WHEREAS**, the Local Unit has requested the County to provide dispatch services to include Police, Fire, and Emergency Medical Services (EMS); and

**WHEREAS**, the County is willing to make available the dispatch services subject to the County and Local Unit approvals and execution of this Agreement; and

**WHEREAS**, this Shared Services Agreement shall be in accordance with N.J.S.A. 40A:65-1 et seq. which specifically authorizes local government units, including Counties and Municipalities, to enter into agreements for the provision of shared services.

**NOW, THEREFORE, IT IS AGREED** between the County and the Local Unit that the parties shall enter into an agreement for the purpose of providing Dispatch Services to include Police, Fire, and EMS to the Local Unit by the County and the parties hereby agrees as follows:

**AGREEMENT**

**A. DESCRIPTION OF SERVICES.**

**(A) Emergency Communication Services.**

County agrees to provide Emergency Communication and Dispatch Services to the

Local Unit for a ten (10) year period beginning on the 1<sup>ST</sup> day of December, 2015 and ending November 30, 2025, such Emergency Communication and Dispatch Services to include the following:

- i. Providing trained emergency response telephone operators to answer business telephone lines for fire, police and emergency medical services requests originating within the Local Unit on a 24-hour per day basis; and
- ii. Providing emergency and routine radio communications with police, fire and EMS emergency providers to Local Unit on a 24-hour per day basis including E911 PSAP, CAD (computer aided dispatch) and MDC (mobile data computer) services. County will answer the call and refer all routine and administrative calls to Local Unit.

**(B) Administrative Support for Emergency Communication and Dispatch Services.**

County will provide the following administrative support for the operation of the Emergency Communication and Dispatch Services System:

- i. Providing Records Management System administration:  
County will provide the records, however all insurance requests, subpoenas, attorney discovery requests, etc. will be handled by Borough Personnel. The information will be on a computer system and will be accessible by Local Unit.
- ii. Providing GIS mapping database creation and administration for use with Emergency Service boundaries and Wireless 911 calls; and
- iii. Providing coordination with the Local Unit to ensure compliance with the requirements of all state and federal laws and regulations to Emergency Communication and Dispatch Services.
- iv. County agrees to furnish and install any equipment necessary to establish connectivity to communicate with the Local Unit's systems for police facilities, fire stations and citizens requesting assistance. Local Unit will pay for new installation of equipment necessary to complete the transfer and to pay for any capital changes required for the transfer.
- v. The scope of services shall provide for electronic data connectivity between Gloucester County Emergency Response Center and Borough of Buena, Atlantic County. Connectivity will include secure access to the Gloucester County Public Safety Computer Network for shared centralized Record Management Services, with hosting connectivity to CJIS/NCIC network. Connectivity between Gloucester County and Borough of Buena shall require a secure method, integrated into their existing computer network, which costs shall be borne by the Local Unit.

**(C) Maintenance of Public Records.**

Records generated and/or related to Emergency Communication and Dispatch Services provided by County to the Local Unit under this Agreement shall comply with relevant requirements of any applicable law or regulation. County shall retain such records in accordance with applicable law and shall produce such records pursuant to requests for records in accordance with applicable law. County shall make records available to the Local Unit upon reasonable notice during business hours. County will provide the records however all insurance requests, subpoenas, attorney discovery requests, etc. will be handled by Borough Personnel. The information will be on a computer system and will be accessible by Local Unit.

**(D) Access to County's Server.**

The Local Unit shall have unlimited, around-the-clock, twenty-four (24) hour access to data at all times during the term of this Agreement, with the exception of any scheduled or unexpected server maintenance down times.

These services may be amended from time to time under joint agreement by both parties.

**B. INSURANCE.**

Local Unit shall, if applicable to the services to be provided, maintain general liability, automobile liability, Workers' Compensation insurance in amounts, and proof of insurance coverage with a Certificate of Insurance listing, for the coverages, and which shall be in compliance with any applicable requirements of the State of New Jersey.

Neither the County nor the Local Unit intends any Agency relationship to be created by this Agreement.

**C. LIMITATION OF LIABILITY AND HOLD HARMLESS**

(a) Neither the County nor the Local Unit are responsible for the independent acts and/or omissions of the other party, or their officers, employees, or agents. Each party shall be responsible for the negligent, willful, or intentional acts or omissions of their respective personnel.

(b) Each party shall process and defend, at its own expense, any and all claims of whatsoever kind or nature, with respect to that party's acts or omissions of services or otherwise relating to 911 emergency or non-emergency dispatch calls.

**D. DURATION OF AGREEMENT**

This agreement shall be effective for a period of ten years commencing on December 1, 2015 and ending November 30, 2025.

**E. COMPENSATION.**

1. The Local Unit shall pay the sum of \$134,088.00 for the first year. Thereafter for the second year and subsequent years there shall be an annual increase based on the Consumer Price Index-Urban Wage Earners (CPI-U) for the Philadelphia Region as published by the US Department of Labor. The twelve-month average published in November shall be used to adjust the cost increase for the succeeding year. The annual sum is to be paid quarterly by February 1<sup>st</sup>, May 1<sup>st</sup>, August 1<sup>st</sup>, and November 1<sup>st</sup> of each calendar year.

2. Any increase in capital costs that are directly and solely attributed to the Local Unit shall be paid by the Local Unit.

**F. COMPLIANCE WITH LAWS AND REGULATIONS.**

The Local Unit agrees that it will, at its own cost and expense, promptly comply with, or cause to be complied with all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Agreement.

**G. MISCELLANEOUS.**

1. **Amendment.** This Agreement may not be amended or modified for any reason without the express prior written consent of both parties hereto.
2. **Severability.** In the event that any provision of this 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.
3. **Entire Agreement.** This 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.
4. **Further Assurances and Corrective Instruments.** The Local Unit and the County shall execute, acknowledge and deliver, or cause to be executed, any such instruments as may be reasonably required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguities of this Agreement.
5. **Headings.** The Article and Section headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
6. **Non-Waiver.** It is understood and agreed that nothing which is contained in

this 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 Agreement.

7. **Governing Law.** The terms of this Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of New Jersey, including all matters of enforcement, validity and performance.

**H. EQUIPMENT.**

The County shall retain ownership of any equipment and any additional equipment that must be purchased to facilitate the services to the Local Unit shall be purchased by the Local Unit.

**I. PARTICIPATION AND COOPERATION.**

Both parties agree to participate in this Agreement and to cooperate fully to enhance the services to be rendered by the County.

**J. LEGAL AUTHORITY.**

This Agreement for Shared Services pursuant to N.J.S.A. 40A:65-4, which provides for Agreements for Shared Services wherein a Local Unit may enter into an Agreement with any other Local Unit or Unit to provide or receive any service that it is empowered to provide or receive in its jurisdiction.

**K. MEDIATION/ARBITRATION**

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

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

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

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

The Mediator shall be a retired Superior Court Judge mutually agreed upon by the parties. The Mediator fee shall be split equally between the parties.

**L. TERMINATION.**

Both parties agree that each shall possess the right to terminate this Agreement with twelve (12) months notice without penalty. Any such notice made to the County shall be made

in writing and submitted to the Gloucester County Administrator and the Emergency Response Coordinator. Any notice to the Local Unit shall be in writing and submitted to the Mayor.

**M. EFFECTIVE DATE.**

This Agreement shall be effective as of this \_\_\_\_ day of \_\_\_\_\_, 2015, 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 Agreement.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**CHAD M. BRUNER,  
ADMINISTRATOR/CLERK OF THE BOARD**

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

**ATTEST:**

**BOROUGH OF BUENA**

\_\_\_\_\_

\_\_\_\_\_

C-1

**RESOLUTION CONSENTING TO THE PROPOSED ELK TOWNSHIP WATER QUALITY MANAGEMENT PLAN AMENDMENT WHICH INCLUDES MULTIPLE SITE SPECIFIC AMENDMENTS; AND THE AMENDMENT OF THE GLOUCESTER COUNTY UTILITIES AUTHORITY WASTEWATER MANAGEMENT PLAN, AND THE PROPOSED AMENDMENT OF THE TRI-COUNTY WATER QUALITY MANAGEMENT PLAN**

**WHEREAS**, the County desires to provide for the orderly development of wastewater conveyance and treatment facilities within the County; and

**WHEREAS**, the New Jersey Department of Environmental Protection ("NJDEP") requires that proposed wastewater treatment and conveyance facilities and wastewater treatment service areas, as well as related subjects, be in conformance with an approved Water Quality Management (WQM) plan; and

**WHEREAS**, the NJDEP has established the WQM plan amendment procedure as the method of incorporating unplanned facilities into a WQM plan; and

**WHEREAS**, a proposed WQM plan amendment noticed in the New Jersey Register on October 23, 2015 for Elk Township was prepared by Churchill Consulting Engineers on behalf of the Gloucester County Utilities Authority in accordance with N.J.A.C. 7:15-3.4; and

**WHEREAS**, the County Engineer and Planner have reviewed the proposed amendments to the Tri-County Water Management Plan with Churchill Consulting Engineers and recommends approval of the WQM plan amendments.

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

1. The County hereby consents to the amendments proposed by the WQM plan amendments as set forth in the October 23, 2015 public notice and hereby endorses the expansion of the GCUA Sewer Service Area (SSA) and the site specific SSA amendments based on the plan prepared by Churchill Consulting Engineers on behalf of the Gloucester County Utilities Authority and recommended by the County Engineer and Planner, for the purpose of its incorporation into the applicable WQM plan.

2. This consent shall be submitted to the NJDEP in accordance with N.J.A.C. 7:15-3.4.

**ADOPTED**, at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, held on Wednesday, December 2, 2015 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**CHAD M. BRUNER,**  
**ADMINISTRATOR/CLERK OF THE BOARD**

C-1

**NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION OFFICE  
OFFICE OF WATER RESOURCES MANAGEMENT COORDINATION**

**Proposed Amendment to the Tri-County Water Quality Management Plan**

**Public Notice**

**Take notice** that the New Jersey Department of Environmental Protection (Department) is seeking public comment on a proposed amendment to the Tri-County Water Quality Management Plan (WQMP). This amendment, entitled "Elk Township", submitted by Churchill Consulting Engineers on behalf of Gloucester County, proposes the following: Expansion of the Gloucester County Utilities Authority (GCUA) Wastewater Treatment Plant (WTP) sewer service area (SSA) to include Future Wastewater Service Area (FWSA) identified on the Gloucester County Non-Consolidated District FWSA map of Elk Township; to expand the GCUA WTP SSA to include new SSA from the Non-Consolidated District; and to increase the GCUA WTP SSA in the Consolidated District. All proposed changes to the GCUA STP SSA are located in Elk Township, Gloucester County. This amendment proposal would update the Elk Township Wastewater Management Plan (WMP), the GCUA Consolidated District WMP, the Gloucester County Non-Consolidated District FWSA map, as well as the Tri-County WQMP.

This proposed amendment has been reviewed in accordance with the Water Quality Management Planning rules at N.J.A.C. 7:15 and P.L. 2011 c.203 as amended and supplemented by P.L. 2013 c.188. This proposal includes multiple site specific amendments which all individually comply with Section 6 of P.L. 2013 c. 188 and with the regulatory criteria established at N.J.A.C. 7:15-5.24.

Non-Consolidated District FWSA to be transferred to the GCUA WTP SSA includes the following:

- The Aura Elementary School, located on Block 33, Lots 12.01, 18, and 19, currently holds NJPDES DGW Permit number NJ0075990. The school received Treatment Works Approval #01-0307 which allowed connection to GCUA WTP, and although it has not yet connected to GCUA WTP, the school plans to do so in the future. Therefore, the GCUA WTP SSA is proposed to be expanded by 13 acres to include these parcels.
- The Carpenter House, located on Block 67, Lot 3, currently holds NJDPES DGW Permit number NJ0105201, however plans to connect to GCUA WTP in the future. The GCUA WTP SSA is proposed to be expanded by 1.8 acres to include the Carpenter House.
- Silvergate Development, Phase 2, includes proposed residential development on Block 68, Lots 7.01, 7.02 and Block 63, Lot 2.02 and expands GCUA WTP SSA by 97 acres.
- Silvergate Development, Phase 4, includes proposed residential development on Block 62, Lot 3.01 and expands GCUA WTP SSA by 35 acres.

- Silvergate Development, Phases 5 and 7, include proposed commercial development on Block 174, Lot 1, Block 52, Lot 12.02, and Block 53, Lot 1 and expand GCUA WTP SSA by 62 acres.
- Silvergate Development, Phase 6 Town Center, includes Block 170, Lots 14 and 18 and Block 171, Lot 9, that are each in the Consolidated and Non-Consolidated Districts. The portions of these lots that are in the Non-Consolidated District are proposed to be transferred to the Consolidated District and expand the GCUA WTP SSA by approximately 24 acres.
- Twenty-seven developed and two undeveloped parcels on Block 31, Lot 1; Block 34, Lots 1.03, 3, 6 – 9, Block 54, Lots 23, 25, 26.02, 27 – 29, 31; Block 55, Lots 6 – 12; Block 170, Lots 16, 17, 20; and Block 172, Lots 1.01, 1.02, 1.03, 2, 5 expand the GCUA WTP SSA by approximately 65 acres.

New SSA from the Non-Consolidated District to expand GCUA WTP SSA:

- The addition of the remainder of Block 62, Lot 3.01 would add 8.2 acres to the GCUA WTP SSA.
- The addition of the Municipal owned property on Block 62, Lot 3.03 would add 19.7 acres to the GCUA WTP SSA.
- The addition of Block 34, Lot 1.04 would add 0.5 acres to the GCUA WTP SSA.

Expansion of GCUA WTP SSA in the Consolidated District:

- Wetlands as identified in Department mapping that are currently removed from the GCUA WTP SSA are proposed to be included in the SSA in accordance with N.J.A.C. 7:15-5.24. The addition of Block 65, Lots 1, 5; Block 139, Lots 1.02, 103, 4, 5; Block 140, Lots 3 – 8; Block 141, Lots 4.01, 5; Block 147, Lots 1 – 3; Block 148, Lots 1 – 3, 4.01, 4.02; Block 149, Lots 1, 3, 4, 5.01, 5.02, 6; Block 150, Lots 1, 2; Block 151, Lots 1 – 3; Block 155, Lots 3 – 5; Block 156, Lots 1 – 6; Block 157, Lots 2, 4.01, 4.02, 5; Block 158, Lots 2 – 4; Block 159, Lots 3 – 5; Block 160, Lot 3; Block 165, Lot 1; Block 166, Lot 1, Block 168, Lots 1, 2, 3.02, 3.03; Block 169, Lots 1 – 7, 11 would add approximately 33 acres to the GCUA WTP SSA.

In accordance with N.J.A.C. 7:15-5.24, environmentally sensitive areas (ESAs) have been assessed to determine what areas of the proposed amendment are appropriate for inclusion in the proposed SSA. Pursuant to N.J.A.C. 7:15-5.24(b), ESAs are defined as contiguous areas of 25 acres or larger consisting of habitat for threatened and endangered species as identified on the Landscape Project Maps of Habitat for Endangered, Threatened or Other Priority Species, Natural Heritage Priority Sites, Category One special water resource protection areas, and wetlands, alone or in combination.

In accordance with N.J.A.C. 7:15-5.24(b)1, to identify areas designated as threatened or endangered species habitat, the Department utilized the Division of Fish and Wildlife's Landscape Project Maps of Habitat for Endangered, Threatened or Other Priority Species, version 3.1. Areas identified by the Landscape Project as being suitable habitat for threatened and endangered species Ranks 3 (State threatened), 4 (State endangered), and 5 (Federal endangered or threatened) are not to be included in proposed SSAs except

as provided under N.J.A.C. 7:15-5.24(e) – (h). Block 33, Lot 12.01, which is owned by Aura Elementary School, contains grassland bird habitat as per Landscape Project mapping, however the area is actively mowed and utilized for recreation, therefore deemed unsuitable habitat.

In accordance with N.J.A.C. 7:15-5.24(b)2, areas mapped as Natural Heritage Priority Sites are not to be included in proposed SSAs, except as provided under N.J.A.C. 7:15-5.24(e) – (h). Review of the project site has determined that no Natural Heritage Priority Sites exist in the proposed SSA.

In accordance with N.J.A.C. 7:15-5.24(b)3, areas identified as special water resource protection areas along Category One waters and their tributaries are not to be included in proposed SSAs, except as provided under N.J.A.C. 7:15-5.24(e) – (h). The Department has determined that no special water resource protection areas along Category One waters or their tributaries exist in the proposed SSA.

In accordance with N.J.A.C. 7:15-5.24(b)4, areas mapped as wetlands pursuant to N.J.S.A. 13:9A-1 and 13:9B-25 are not to be included in proposed SSAs, except as provided under N.J.A.C. 7:15-5.24(e) – (h). In accordance with N.J.A.C. 7:15-5.24(e)2, Letter of Interpretation (LOI) # 0804-03-0003.5 was provided, confirming the extent of wetlands on Block 68, Lot 7.02, which is part of Silvergate Development Phase 2. The proposed SSA on this parcel excludes wetland areas as delineated in the LOI. LOI # 0804-03-0003.2 was provided confirming the extend of wetlands on Block 170, Lots 14 and 18, which are part of Silvergate Development Phase 6 Town Center. The proposed SSA on these parcels excludes the wetlands as delineated in the LOI that are contiguous with the Still Run tributary. Wetlands identified in Department mapping that are currently removed from the GCUA WTP SSA are proposed to be re-included in the SSA in accordance with N.J.A.C. 7:15-5.24, as these isolated wetlands are less than 25 acres and not contiguous to any other ESAs. This change would add SSA to Block 65, Lots 1, 5; Block 139, Lots 1.02, 103, 4, 5; Block 140, Lots 3 – 8; Block 141, Lots 4.01, 5; Block 147, Lots 1 – 3; Block 148, Lots 1 – 3, 4.01, 4.02; Block 149, Lots 1, 3, 4, 5.01, 5.02, 6; Block 150, Lots 1, 2; Block 151, Lots 1 – 3; Block 155, Lots 3 – 5; Block 156, Lots 1 – 6; Block 157, Lots 2, 4.01, 4.02, 5; Block 158, Lots 2 – 4; Block 159, Lots 3 – 5; Block 160, Lot 3; Block 165, Lot 1; Block 166, Lot 1, Block 168, Lots 1, 2, 3.02, 3.03; and Block 169, Lots 1 – 7, 11.

Pursuant to N.J.A.C. 7:15-5.24(c), Coastal Fringe Planning Areas, Coastal Rural Planning Areas, and Coastal Environmentally Sensitive Areas shall be excluded from SSA. There are no such areas on the proposed project sites.

Pursuant to N.J.A.C. 7:15-5.24(d)1, areas with Federal 201 grant limitations that prohibit the extension of sewers into specified environmentally sensitive areas are excluded from the SSA. Pre-existing grant conditions and requirements (from Federal and State grants or loans for sewerage facilities), which provide for restriction of sewer service to environmentally sensitive areas, are unaffected by adoption of this amendment and compliance is required.

In addition to the environmentally sensitive areas with Federal 201 grant limitations there are other special restricted areas, not applicable here, which must also be excluded from SSA pursuant to N.J.A.C. 7:15-5.24(d)2 through 4. Specifically, there are no beaches, coastal high hazard areas, or dunes in the proposed SSA.

Pursuant to P.L. 2011, c. 203, as amended and supplemented by P.L. 2013, c. 188, the Department, in consultation with the applicable wastewater management planning agency, may approve the inclusion of land within a SSA notwithstanding that existing treatment works may not currently have the assured capacity to treat wastewater from such land without infrastructure improvements or permit modification. Therefore, amendments to modify a SSA may be approved if such actions are compliant with the applicable sections of the Water Quality Management Planning rule at N.J.A.C. 7:15 regardless of whether capacity has been fully assessed.

This proposed amendment represents only one part of the permit process and other issues may need to be addressed prior to final permit issuance. These issues may include, but are not limited to, compliance with stormwater regulations, antidegradation, effluent limitations, water quality analysis, exact locations and designs of future treatment works; development in wetlands and flood prone areas, or other environmentally sensitive areas which are subject to regulation under Federal or State statutes or rules. Approval of this amendment does not eliminate the need for any permits, approvals or certifications required by any Federal, State, County or municipal review agency with jurisdiction over this project/activity.

Sewer service to any particular project is subject to contractual allocations between municipalities, authorities and/or private parties, and is not guaranteed by this amendment.

**This notice** is being given to inform the public that a plan amendment has been proposed for the Tri-County WQMP. All information related to the WQMP and the proposed amendment is located at the Department, Office of Water Resources Management Coordination, P.O. Box 420, Mail Code 401-02A, 401 East State Street, Trenton, N.J. 08625-0420. The Department's file is available for inspection between 9:00 a.m. and 4:00 p.m., Monday through Friday. An appointment to inspect the documents may be arranged by calling the Office of Water Resources Management Coordination at (609) 984-3665.

**Interested persons** may submit written comments on the proposed amendment to WQMP Program Docket, at the Department address cited above with a copy sent to Alexander Churchill, Churchill Consulting Engineers, 344 North Route 73, Berlin, N.J. 08009. All comments should reference Program Interest No. 435433, Activity No. AMD150005 and must be submitted within 30 days of the date of this public notice. All comments submitted prior to the close of the comment period shall be considered by the Department in reviewing the amendment request.

**Interested persons** may request in writing that the Department hold a non-adversarial public hearing on the amendment or extend the public comment period in this notice up to 30 additional days. These requests should reference Program Interest No. 435433, Activity No. AMD150005 and must state the nature of the issues to be raised at the proposed hearing or state the reasons why the proposed extension is necessary. These requests must be submitted within 30 days of the date of this notice to WQMP Program Docket at the Department address cited above. If a public hearing for the amendment is held, the public comment period in this notice shall be extended to close 15 days after the public hearing.



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Colleen Kokas, Director  
Office of WRM Coordination  
Department of Environmental Protection

10/23/15

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Date

6-1

**RESOLUTION AUTHORIZING AMENDMENTS TO CONTRACTS FOR VARIOUS  
PROGRAMS ADMINISTERED BY THE COUNTY DIVISION OF DISABILITY  
SERVICES**

**WHEREAS**, there are presently in effect contracts with various providers, specified below, for the year 2015 pursuant to RFP # 11-009 for various addiction services for the benefit of residents of Gloucester County. These contracts are administered by the County Division of Disability Services; and

**WHEREAS**, the funds for the aforesaid contracts are State grant funds; and

**WHEREAS**, it has become necessary to amend these contracts in order to provide the appropriate amount of funding for the services of each provider for the balance of the contract term; and

**WHEREAS**, the contracts that are subject to these amendments are as follows:

- A contract with Maryville, Inc., with offices at 1903 Grant Avenue, Williamstown, NJ 08094, for various inpatient in residential treatments, in an amount not to exceed \$208,700.00. This amendment will increase the contract amount by \$11,882.00 resulting in a new contract amount not to exceed \$220,582.00; and
- A contract with Sodat of New Jersey, Inc., with offices at 919 Broadway, Westville, NJ 08093, for youth counseling and family crisis intervention and adult outpatient services, in an amount not to exceed \$40,761.00. This amendment shall decrease the contract amount by \$10,000.00 resulting in a new contract amount not to exceed \$30,761.00; and
- A contract with Volunteers of America, Delaware Valley, Inc., with offices located at 235 White Horse Pike, Collingswood, NJ 08107, for various inpatient and residential treatments, in an amount not to exceed \$5,500.00. This amendment shall decrease the contract amount by \$850.00 resulting in a new contract amount not to exceed \$4,650.00; and
- A contract with Wounded Healer, Inc., with offices located at 8 North Broadway, 2<sup>nd</sup> Floor, Pitman, NJ 08071, for addiction rehabilitation, outpatient treatment and counseling, in an amount not to exceed \$33,450.00. This amendment shall decrease the contract amount by \$4,000.00 resulting in a new contract amount not to exceed \$29,450.00; and

**WHEREAS**, the contract amendments shall be for the remainder of the term to December 31, 2015. These contracts are open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time; and

**WHEREAS**, all other terms and provisions of the contracts will remain in full force and effect.

**NOW, THEREFORE BE IT RESOLVED**, that the Freeholder Director is hereby authorized to execute, and the Clerk of the Board is hereby authorized to attest to, amendments to the respective contracts with: Maryville, Inc., in the total amount not to exceed \$220,582.00; Sodat of New Jersey, Inc., in the total amount not to exceed \$30,761.00; Volunteers of America, Delaware Valley, Inc., in the total amount not to exceed \$4,650.00; and Wounded Healer, Inc., in the total amount not to exceed \$29,450.00; 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, December 2, 2015, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**CHAD M. BRUNER,**  
**ADMINISTRATOR/CLERK OF THE BOARD**

61

**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), and the final extension exercised on January 1, 2015, 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 remainder of the 2015 term, until December 31, 2015. This amendment will increase the 2015 contract amount of \$208,700.00 by \$11,882.00, resulting in new contract amount not to exceed \$220,582.00. The original contract amount (February 16, 2011) was \$177,000.00, and thus this amendment increases the original contract amount by \$43,582.00**

**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 ADDENDUM** is effective as of the 2<sup>nd</sup> day of December, 2015.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**CHAD M. BRUNER,  
ADMINISTRATOR/CLERK OF THE BOARD**

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

**ATTEST:**

**MARYVILLE, INC.**

\_\_\_\_\_  
**KENDRIA MCWILLIAMS,  
EXECUTIVE DIRECTOR**

61

**AMENDMENT TO CONTRACT BETWEEN  
SODAT OF NEW JERSEY, 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), and the final extension exercised on January 1, 2015, by and between Sodat of New Jersey, 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 remainder of the 2015 term, until December 31, 2015. This amendment will decrease the 2015 contract amount of \$40,761.00 by \$10,000.00, resulting in new contract amount not to exceed \$30,761.00. The original contract amount (February 16, 2011) was \$41,150.00, and thus this amendment decreases the original contract amount by \$10,389.00.**

**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 ADDENDUM** is effective as of the 2<sup>nd</sup> day of December, 2015.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**CHAD M. BRUNER,  
ADMINISTRATOR/CLERK OF THE BOARD**

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

**ATTEST:**

**SODAT OF NEW JERSEY, INC.**

\_\_\_\_\_  
**DONNA M. G. EMMA,  
CHIEF ADMINISTRATIVE OFFICER**

GL

**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), and the final extension exercised on January 1, 2015, 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 amendment is to decrease funds for the remainder 2015 term to December 31, 2015. This amendment will decrease the 2015 contract amount of \$5,500.00 by \$850.00, resulting in new contract amount not to exceed \$4,650.00. The original contract amount (February 16, 2011) was \$19,000.00, and thus this amendment decreases the original contract amount by \$14,350.00.**

**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 ADDENDUM** is effective as of the 2<sup>nd</sup> day of December, 2015.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**CHAD M. BRUNER,  
ADMINISTRATOR/CLERK OF THE BOARD**

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

**ATTEST:**

**VOLUNTEERS OF AMERICA,  
DELAWARE VALLEY, INC.**

\_\_\_\_\_  
**MR. DANIEL LOMBARDO,  
PRESIDENT**

G-1

**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), and the final extension exercised on January 1, 2015, 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 to decrease funds for the remainder 2015 term to December 31, 2015. This amendment will decrease the contract amount by \$4,000.00, resulting in new contract amount not to exceed \$29,450.00.**

**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 ADDENDUM** is effective as of the 2<sup>nd</sup> day of December, 2015.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**CHAD M. BRUNER,  
ADMINISTRATOR/CLERK OF THE BOARD**

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

**ATTEST:**

**WOUNDED HEALER, INC.**

\_\_\_\_\_  
**JACQUELINE J. SWIFT,  
EXECUTIVE DIRECTOR**

G-2

**RESOLUTION AUTHORIZING A CONTRACT WITH THE NEW JERSEY  
DEPARTMENT OF HUMAN SERVICES, DIVISION OF DISABILITY SERVICES, FOR  
THE RENEWAL OF THE PERSONAL ASSISTANCE SERVICES PROGRAM IN THE  
AMOUNT OF \$435,000.00**

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

**WHEREAS**, recipients of PASP services are required to be employed in paid occupations, receiving training or education related to employment and/or are actively participating in community based volunteer positions.; and

**WHEREAS**, PASP is a "Cash Model Program," with a County Coordinator and a fiscal intermediary, Community Access Unlimited (CAU), by which recipients manage their personal care services through the receipt of a cash allowance. The residents/consumers hire their own assistants and are reimbursed through CAU; and

**WHEREAS**, the grant is for the total amount of \$435,000.00 from January 1, 2016 through December 31, 2016 and will be allocated as follows:

\$43,500.00 or 10% Administrative Fee Paid to the County;  
\$39,150.00 or 10% Administrative Fee Paid to CAU;  
\$352,350.00 or 80% Direct Service for funds placed with CAU; and

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

**WHEREAS**, the County Department of Human Services, Division of Disability Services has submitted the grant application to the County Treasurer for review, and said department has approved the application, and the Board of Chosen Freeholders understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the granting authority, and

**WHEREAS**, the County Department of Human Services, Division of Disability Services, shall be responsible for grant implementation.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute, and the Clerk of the Board is hereby authorized to attest to, the signing of any documents necessary to enter into a contract with the New Jersey Department of Human Services, Division of Disability Services, for the renewal of the Personal Assistance Services Program Grant from January 1, 2016 to December 31, 2016, in the amount of \$435,000.00; and

**BE IT FURTHER RESOLVED**, that in the event additional funding is awarded as a result of the failure of other eligible counties to apply; all such additional funding will be utilized on a program of PASP for the fiscal year 2016 in accordance with Grant requirements and all other conditions of this application; and

**BE IT FURTHER RESOLVED**, that any funding by the County is subject to approval of the 2016 Gloucester County Budget.

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, December 2, 2015 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

\_\_\_\_\_  
**CHAD M. BRUNER**  
**ADMINISTRATOR/CLERK OF THE BOARD**



TOTAL PROGRAM BUDGET \$ 43,500

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ 43,500

TOTAL OTHER EXPENSES (b): \$ \_\_\_\_\_

TOTAL FRINGE (c): \$ \_\_\_\_\_

TOTAL PROGRAM COST (d): \$ \_\_\_\_\_

TOTAL GRANT FUNDING (e): \$ \_\_\_\_\_

TOTAL COUNTY FUNDING (f): \$ \_\_\_\_\_

DEPT. HEAD: *Linda Curney* Signature

DATE: 11/13/15

\*\*\*PLEASE FORWARD ONE HARD COPIES AND ONE ELECTRONIC COPY OF THE FOLLOWING ITEMS TO YOUR ACCOUNTANT AT THE TREASURER'S OFFICE:

- GRANT REQUEST FORM
- GRANT REVIEW SHEET
- C-2 FORM
- GRANT APPLICATION
- RESOLUTION AND BLURB

\*\*\*IF SIGNATURES ARE REQUIRED PLEASE HAVE THE NAME TYPED OUT AND FLAGGED.

\*\*\*IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES.

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**Department: Division of Disability Services**  
**Grant Title: Personal Assistance Services Program - PASP**

**Salary and Wages Detail**

List all Employees within the program  
 insert more lines if necessary  
 Highlighted cells are formulas and should not be changed

**Fringe**

Update the fringe rate if necessary  
 2015 Fringe is 59.21% for PERS and 69.18% for Police and Fire

Name	Title	Salary		Fringe	Grant Funds	County Funds	Total Funds
Diann DiLaurentis	Secretarial Assistant	\$ 59,837	59.21%	\$ 35,429.49	\$ 43,500.00	\$ 51,766.49	\$ 95,266.49
Employee Name	Employee Title		59.21%	\$ -		\$ -	\$ -
Employee Name	Employee Title		59.21%	\$ -		\$ -	\$ -
Employee Name	Employee Title		59.21%	\$ -		\$ -	\$ -
Employee Name	Employee Title		59.21%	\$ -		\$ -	\$ -
Employee Name	Employee Title		59.21%	\$ -		\$ -	\$ -
Employee Name	Employee Title		59.21%	\$ -		\$ -	\$ -
Employee Name	Employee Title		59.21%	\$ -		\$ -	\$ -
Employee Name	Employee Title		59.21%	\$ -		\$ -	\$ -
Employee Name	Employee Title		59.21%	\$ -		\$ -	\$ -
		\$ 59,837		\$ 35,429	\$ 43,500	\$ 51,766	\$ 95,266
		(a)		(c)			

Other Expenses	Grant Funds	County Funds	Total OE
Account Line Item #			\$ -
Account Line Item #			\$ -
Account Line Item #			\$ -
Account Line Item #			\$ -
Account Line Item #			\$ -
Account Line Item #			\$ -
Account Line Item #			\$ -
Account Line Item #			\$ -
Account Line Item #			\$ -
Account Line Item #			\$ -
	\$ -	\$ -	\$ -

(b)

	Grant	County	Total
<b>Total Program Cost</b>	\$ 43,500.00	\$ 51,766	\$ 95,266.49
	(e)	(f)	(d)

**Grant Funding History**

	New	15-XXX	14-XXX	13-XXX	12-XXX
S&W, Fringe	\$ 43,500.00	\$ 43,500.00	\$ 43,500.00	\$ 43,500.00	
OE	\$ -				
	\$ 43,500.00	\$ 43,500.00	\$ 43,500.00	\$ 43,500.00	\$ -

2016 GLOUCESTER COUNTY BUDGET  
OTHER EXPENSE REQUEST EXPLANATIONS

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PASP

101 PERSONNEL  
Salary for one employee:  
Diann DiLaurentis  
Total \$43,500

FORM C-2  
SUBMISSION DATE: 11/13/15  
REVISION DATE:

DEPARTMENT: Department of Health and Human Services, Division  
of Disability Services

## Blurb

2016 Personal Assistance Services Program (PASP) Grant Application/ Agreement is a renewal grant contract with the NJ Department of Human Services, Division of Disability Services that will continue to provide personal assistance to county residents aged 18 through 70 who have permanent physical disabilities, are self-directing and employed, in school or volunteering in the community.

The PASP grant term is for a total amount of \$435,000.00 for the term from January 1, 2016 to December 31, 2016. **This is the same amount that we received in 2015.**

PASP is a Cash Model Program with a County Consultant and a fiscal intermediary, Community Access Unlimited (CAU). The consumers hire an agency or their own assistants and are reimbursed through CAU. The total grant in 2016 is \$435, 00.00 and is allocated as follows:

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

DEPARTMENT OF HUMAN SERVICES

**INITIAL REQUIRED CONTRACT DOCUMENTS CHECKLIST**

**Instructions:** The Departmental Component is to:

- check off all of the required documents the provider agency needs to submit (or have available for an onsite review, if noted);
- send a copy of this form to the provider agency for signature and return along with the required documents;
- document and monitor the compliance status of the submissions by completing the last four columns; and
- assure this form is completed annually as part of the preparation of a contract package.

Contract # 16ARHS

Contract Agency: Gloucester County Division of Disability Services

Contract Term 01/01/2016 -12/31/2016

Provider Agency's authorized signatory: *Sharon P. Curry*

Departmental Component \_\_\_\_\_

DHS Reviewer & Title \_\_\_\_\_

Compliance status-for DHS completion

Required Documents	Agency needs to provide to DHS only if checked	Check if the document submitted is on file and in compliance	Check if NOT in compliance or add other comments	Check if document is to be reviewed at the Agency. Include date when reviewed Onsite	N/A
DHS Award letter	X	X			
A Letter /list containing DHS contact persons	X	X			
A copy of the Required Contract Documents Checklist	X	X			
Two Standard Language Documents	X	X			
A Signed/dated N.J.S.A.52:34-13.2 Certification form (Formerly Executive Order 129)	X	X			
A Signed/Dated P.L. 2005, Chapters 51 & 271 & Executive Order 117.					
Annex B, B-2 or Budget Summary	X	X			
Annex A or Annex A Update	X	X			
Performance Outputs/Outcomes	X	X			
Copy of Insurance Declaration Page(s) and/or Malpractice Insurance	X				
Copy of Certificate of Incorporation					
Board Resolution form with authorized Signatories	X	X			
Board Resolution/DHS forms for match responsibilities					
A dated current Board Members list	X	X			
A copy of all applicable licenses					
A list of all contracts and grants (if not on the Annex B)	X	X			
A organizational structure chart	X	X			
A copy of the Personnel Manual or Employee Handbook					
Copy of the Certification of Employee Information Report or recent completed Employee Information Report- AA302 form					
Copy of the Provider's Affirmative Action Policy					
Copy of the Conflict of Interest Policy					
Copy of Provider Agency's By-Laws					
A Signed/dated Business Associate Agreement (BAA), if applicable	X	X			
Copy of all local certificates of occupancy					
Copy of Lease or Mortgage (s)					
Copy of the Annual Report to the Secretary of State					
Copy of the State of NJ Business Registration					
Copy of the Annual Report-Charitable Organization					
Copy of the latest Audit	X	X			
Copy of Tax Exempt Form 990					
Copy of U.S. Corporation Income Tax Return , form 1120					
Copy of Procurement Policy					
Current Equipment Inventory					
Copy of Subcontracts/Consultant agreements					
Copy of signed Payment Schedule, if applicable	X	X			
Reports:					
Programmatic					
Fiscal					
Close out					
Other Departmental Component-specific documents (D.C. is to specify documents):					



State of New Jersey  
DEPARTMENT OF HUMAN SERVICES  
PO Box 705  
TRENTON, NJ 08625-0705

CHRIS CHRISTIE  
Governor

KIM GUADAGNO  
Lt. Governor

DIVISION OF DISABILITY SERVICES

ELIZABETH CONNOLLY  
ACTING Commissioner

JOSEPH M. AMOROSO  
Director

October 16, 2015

Lisa A. Cerny, Director  
Gloucester County Division of Disability Services  
115 Budd Boulevard  
West Deptford, NJ 08096

Re: Contract #16ARHS

Dear Ms. Cerny:

I am writing you concerning the renewal of your agency's contract for the administration of the Personal Assistance Services Program (PASP) in Gloucester County.

**The 2016 PASP total allocation for Gloucester County is \$435,000.00. The County will receive 10% of that total amount, or \$43,500.00, in administrative fees for the period of January 1, 2016 through December 31, 2016. Please use this amount on your 2016 PASP contract documents.**

Community Access Unlimited, Inc. (CAU) will receive 10% of the remaining 90% of the above total allocation, or \$39,150.00, for Fiscal Intermediary fees with the remaining balance of 80%, or \$352,350.00, being held for Direct Service for Consumers. These calculations and amounts are unchanged from the 2015 allocation.

**Please adhere to the updated Policy Circular P2.01, Department of Human Services' Standard Language Document for Social Service and Training Contract dated June 10, 2010 with an effective date of July 1, 2010.**

Your attention is directed to Policy Circular P1.01 promulgated July 20, 2009. This policy governs documents and conditions required for processing, executing and documenting a DHS Third Part Contract. **The Required Contract Documents Checklist indicates the required documents you must submit in their entirety for the contract to be executed. This form needs to be completed, signed, and returned ensuring your contract package includes all the required documents on the checklist.**

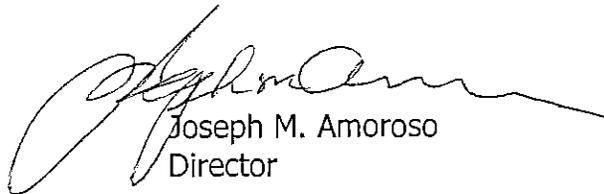
**The complete contract renewal package should be returned by December 31, 2015 to:**

Joan Van Gilson, Contract Administrator  
NJ Department of Human Services  
Division of Disability Services  
P.O. Box 705  
Trenton, New Jersey 08625-0705

Following the approval of the renewal package by the Division of Disability Services, your agency will be issued payments according to your Schedule of Estimated Claims.

We anticipate that your continued partnership with the Division through the Personal Assistance Services Program will help enhance the provision and delivery of quality services rendered to your consumers.

Sincerely,



Joseph M. Amoroso  
Director

c: Carolyn Selick  
Joan Van Gilson  
Jeffrey Bernard

**New Jersey Department of Human Services  
Division of Disability Services**

Joseph M. Amoroso, Director, 609-631-2450

Carolyn Selick, PASP Administrator, 609-631-2452

Jeffrey Bernard, Assistant CFO, 609-631-2462

Joan Van Gilson, Contract Administrator, 609-631-2459

STATE OF NEW JERSEY  
DEPARTMENT OF HUMAN SERVICES

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

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

PROMULGATED: June 30, 2010.

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

I. SCOPE

This policy circular applies to all Contracts.

II. POLICY

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

Issued by:

  
Diane Zompa  
Chief of Staff  
Department of Human Services

  
Howard Mass, Director  
Office of Administration

STATE OF NEW JERSEY  
DEPARTMENT OF HUMAN SERVICES

STANDARD LANGUAGE DOCUMENT  
FOR SOCIAL SERVICE AND TRAINING CONTRACTS

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

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

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

THEREFORE the Department and the Provider Agency agree as follows:

I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## II. BASIC OBLIGATIONS OF THE DEPARTMENT

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

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

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

### III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### IV. Expiration, Non-Renewal and/or Termination

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

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

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

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

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

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

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

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

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

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

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

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

#### V. ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(June, 2010)  
(Page )

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

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

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

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

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

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

**Full-time Salary Compensation Limitation Schedule**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) General Provisions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) odometer reading exceeds 125,000;

(b) vehicle age is 10 years or older;

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

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

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

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

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

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

CONTRACT SIGNATURES AND DATES

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

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

BY: *Lisa A. Cerny*  
(signature)

BY: \_\_\_\_\_  
(signature)

Lisa A. Cerny

Joseph M. Amoroso

TITLE: Division Head

TITLE: Director

PROVIDER  
AGENCY: Gloucester County  
Division of Disability  
Services

DEPARTMENTAL  
COMPONENT: Division of Disability  
Services

DATE: 11/13/15

DATE: \_\_\_\_\_

Contract Effective Date: January 1, 2016

Contract Expiration Date: December 31, 2016

Contract Number: 16ARHS

Contract Ceiling: \$43,500.  
Federal ID#: 21-6000660

Provider Contact Individual: Lisa A. Cerny, Division Head

"N.J.S.A. 52:34-13.2 CERTIFICATION"

**SOURCE DISCLOSURE CERTIFICATION FORM**

Contractor: Gloucester County Division of Disability Services Waiver Number: 16 ARHS

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Contractor.

The Contractor submits this Certification in response to the referenced contract issued by the Division of Purchase and Property, Department of the Treasury, State of New Jersey (the "Division"), in accordance with the requirements of N.J.S.A. 52:34-13.2.

Instructions:

**List every location where services will be performed by the Contractor and all Subcontractors.**

If any of the services cannot be performed within the United States, the Contractor shall state, with specificity the reasons why the services cannot be so performed. Attach additional pages if necessary.

Contractor and/or Subcontractor	Description of Services	Performance Location[s] by COUNTRY	Reasons why services cannot be performed in USA
Gloucester County Div. of Disability Services	PASP	U.S.A.	

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Contractor to the Director, Division of Purchase and Property (the "Director").

The Director shall determine whether sufficient justification has been provided by the Contractor to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

I understand that, after award of a contract to the Contractor, it is determined that the Contractor has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the Director that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Contractor shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions.

I further understand that this Certification is submitted on behalf of the Contractor in order to induce the Division to accept a bid proposal, with knowledge that the Division is relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Contractor: Gloucester County Division of Disability Services  
[Name of Organization or Entity]

By: Lisa A. Corry

Title: Division Head

Print Name: Lisa A. Corry

Date: 11/13/15



AGENCY: Gloucester County Division of Disability Services  
 CONTRACT #: 16ARHS

PURPOSE:  
 BUDGET PREPARATION  
 EXPENDITURE REPORT  
 INTERIM  FISCAL-YEAR- END  FINAL  
 PERIOD COVERED: 1/1/16 TO 12/31/16

BUDGET CATEGORY	1	2	3	4	5	6	7	8	9
A. PERSONNEL	TOTAL	PASP	County	SCH/CM	Cost Share			Unallowable Cost	General & Administrative Costs
B. CONSULTANTS & PROFESSIONAL FEES		43,500			0	0	0	0	0
C. MATERIALS & SUPPLIES		0	0	0	0	0	0	0	0
D. FACILITY COSTS		0	0	0	0	0	0	0	0
E. SPECIFIC ASSISTANCE TO CLIENTS			0	0		0	0	0	0
F. OTHER			0	0	0	0	0	0	0
G. GENERAL & ADMIN. COSTS ALLOCATION		0	0	0	0	0	0	0	0
H. TOTAL OPERATING COSTS		43,500							
I. EQUIPMENT (SCHEDULE 6)		0	0	0	0	0	0	0	0
J. TOTAL COSTS		43,500	0	0	0	0	0	0	0
K. LESS: REVENUE (SCHEDULE 2)		0	0	0		0	0	0	0
L. NET COST		43,500	0	0	0	0	0	0	0
M. PROFIT		0							
N. REIMBURSABLE CEILING		43,500	0	0	0	0	0	0	0
O. UNITS OF SERVICE									
P. UNIT COST		43,500	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		



**DEPARTMENT OF HUMAN SERVICES  
DIVISION OF DISABILITY SERVICES**

**SUBJECT:** Annex A to Standard Language Purchase of  
Service Contract

PURPOSE AND USE

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

RESPONSIBILITY FOR COMPLETING THE FORM

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

INSTRUCTIONS FOR COMPLETING ANNEX A

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

PART I - GENERAL AGENCY INFORMATION

SECTION I - IDENTIFICATION

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

Mailing Address Enter the mailing address of the provider agency.

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

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

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

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

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

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

Address Enter the mailing address of the chief executive officer.

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

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

Program Name Enter the name of the program.

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

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

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

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

## SECTION II - AUTHORIZED SIGNATURES

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

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

## SECTION III - SERVICE DAYS

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

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

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

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

This section is self explanatory.

SECTION II. UNIT OF SERVICE

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

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

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

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

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

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

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

SECTION III. MONTHLY CONTRACTED LEVEL OF SERVICE

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

Component Enter the type of service provided.

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

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

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

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

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

### PART III. - PROGRAM MANAGEMENT

#### SECTION I - ESSENTIAL DOCUMENTS

This Section is self explanatory.

#### SECTION II - PROGRAM COMPLIANCE CALENDAR

This section is completed by the DDS Field Coordinator.

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

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

DISTRIBUTION

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

ATTACHMENT A - PERSONNEL INFORMATION SHEET

PURPOSE AND USE

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

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

RESPONSIBILITY FOR COMPLETING THE FORM

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

INSTRUCTIONS FOR COMPLETING THE FORM

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

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

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

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

DISTRIBUTION

Original and 2 copies - DDS Regional Office

Copy - Provider Agency File

State of New Jersey  
DEPARTMENT OF HUMAN SERVICES  
Division of Disability Services

ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT

Contract I.D. #16ARHS

PART I. GENERAL AGENCY INFORMATION

SECTION I. - IDENTIFICATION

Provider Agency Gloucester County Division of Disability Services

Mailing Address 115 Budd Boulevard, West Deptford, NJ 08096

Telephone (856) 384-6842

Federal Identification # #21-6000660

Effective Dates 1/1/16 to 12/31/2016 Contract Ceiling \$43,500.

Chief Executive Officer Robert M. Damming

Title Freeholder Director

Address PO Box 337  
Woodbury, NJ 08096

Telephone 856) 853-3390

All notices relevant to this contract should be sent to:

Name Lisa A. Cerny

Title Division Head

Mailing Address 115 Budd Boulevard, West Deptford, NJ 08096

Telephone # (856) 384-6842

Program Name Personal Assistance Services Program

Site Address(es) 115 Budd Boulevard, West Deptford, NJ 08096

Telephone 856) 384-6842

Program Director Lisa A. Cerny

Service Definition Personal Assistance Services

**ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT**  
 Contract I.D. #16ARHS

**I. GENERAL AGENCY INFORMATION**

**SECTION II. - AUTHORIZED SIGNATURES**

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

	<b>NAME</b>	<b>POSITION</b>	<b># OF SIGNATURES REQUIRED</b>
Standard Language Contract	1. Robert M. Damming, Freeholder Director 2. Lisa A. Cerny, Division Head 3. _____		<u>1</u>
Annex B and Schedule of Estimated Claims	1. Robert M. Damming, Freeholder Director 2. Lisa A. Cerny, Division Head 3. _____		<u>1</u>
Annex A Level of Service Reports	1. Robert M. Damming, Freeholder Director 2. Lisa A. Cerny, Division Head 3. _____		<u>1</u>
Financial Reports	1. Tracey N. Giordano, Treasurer 2. Michael Burke, Accountant 3. _____		<u>1</u>
Contract Modification	1. Lisa A. Cerny, Division Head 2. _____ 3. _____		<u>1</u>
Checks	1. _____ 2. _____ 3. _____		
Other Contracts & Agreements	1. _____ 2. _____ 3. _____		
Fee Assessors	1. _____ 2. _____		
Fee Collectors	1. _____ 2. _____		

**ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT**  
Contract I.D. #16ARHS

**PART I - GENERAL AGENCY INFORMATION**

**SECTION III - SERVICE DAYS**

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

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

Emergency Provisions: As needed

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Service will not be provided on the following:

<u>OCCASION</u>	<u>DATE(S)</u>
New Years Day	Friday, January 1, 2016
Martin Luther King's Birthday	Monday, January 18, 2016
Presidents Day	Monday, February 15, 2016
Good Friday	Friday, March 25, 2016
Memorial Day	Monday, May 30, 2016
Independence Day	Monday, July 4, 2016
Labor Day	Monday, September 5, 2016
Columbus Day	Monday, October 10, 2016
Election Day	Tuesday, November 8, 2016
Veterans Day	Friday, November 11, 2016
Thanksgiving	Thursday, November 24, 2016
	Friday, November 25, 2016
Christmas	Monday, December 26, 2016

**ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT**

**PART II - PROGRAM OPERATIONS**

**Section I - PROGRAM SUMMARY AND EVALUATION PLAN**

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

**Include as a minimum:**

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

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

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

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

**ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT**

Contract I.D. #16ARHS

**PART II - PROGRAM OPERATIONS**

**SECTION II - UNIT OF SERVICE**

Unit of Service Definition(s) Hours

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

• where applicable



**ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT**

**PART III - PROGRAM MANAGEMENT**

**SECTION 1 - ESSENTIAL DOCUMENTS**

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

**1. Annex A related essential documents**

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

**2. Annex B related essential documents**

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

**3. Other related essential documents**

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

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

\*In a renewal contract additional copies of these documents need to be sent only if some changes has occurred or if the agency is informed by the Division that an additional copy is needed.



ADDENDUM

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ANNEX A  
PROGRAM INFORMATION SECTION

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AGENCY NAME: Gloucester County Division of Disability Service

PROGRAM NAME: Personal Assistance Services Program (PASP)

CONTRACT TERM: 1-1-16 to 12-31-16

CONTRACT #: 16ARHS

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I. SERVICE TO BE PROVIDED:

The Gloucester County Personal Assistance Services Program (PASP) currently provides services to 17 consumers, ages 18 to 70 that are working, going to school or volunteering in the community.

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

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

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

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

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

II. PROGRAM GOAL:

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

### III. TARGET POPULATION:

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

### IV. PROGRAM DESCRIPTION:

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

The Office works in conjunction with the State Division of Disability Services and Community Access Unlimited (CAU), the fiscal intermediary that has been in place since the change to PASP in the Cash Model. Gloucester County transitioned to Cash Model as of August 1, 2012. New regulations have raised the age limit from 65 to 70 and the reimbursement rate is \$15 per hour weekdays, weekends and holidays. Gloucester County no longer contracts with outside agencies for services, PASP in the Cash Model now gives the consumer the choice of hiring an agency or directly hiring an assistant themselves. The consumer negotiates the price they will pay hourly for their services and works with CAU in processing of those payments. Job responsibilities for the assistants include (but are not limited to) light housekeeping, bathing, dressing, meal preparation, shopping, driving or using public transportation. The consumer can also use their monthly grant to purchase approved supplies or equipment that promote or enhanced independence that are not paid for by other program resources.

### V. ACCESS TO PROGRAM SERVICE:

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

Office facilities are accessible to persons with disabilities. However, services are generally provided directly to the consumer in the home environment posing no

service barrier. Mandatory program training can be arranged for any consumers, including in-home instruction.

**VI. PROGRAM OBJECTIVES:**

**a. Outcome Objective(s)**

The objective of PASP in Gloucester County is to continue the outreach and service to the greatest number of consumers that the budget allows. The annual operating budget for FY 2016 is \$ 352,350 direct service to consumers, \$43,500 Administrative Fee to Gloucester County and \$39,150 Administrative Fee to Community Access Unlimited (CAU) for a total grant amount of \$435,000

**VII. MEASUREMENT:**

**a. Outcome Objective(s)**

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

**b. Level of Service Objective(s)**

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

**VIII. PROGRAM CHANGES/IMPROVEMENTS:**

**a. Outcome Objective(s)**

- All consumers successfully receiving services in the Cash Model for 2016.

**b. Level of Service Objective(s)**

- Gloucester County PASP currently maintains 17 consumers with no waiting list at this time. We will continue to disseminate program information in order to meet the needs of our residents and to maintain and/or increase the total served.

**c. Program Improvements/Changes/Goals**

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

GLOUCESTER COUNTY INSURANCE COMMISSION

GLOUCESTER COUNTY  
1 North Broad Street  
Woodbury, NJ 08096

CERTIFICATE OF INSURANCE

REQUEST FORM

INSTRUCTIONS:

- Complete the information requested.
- Save as "COI Request for *name of certificate holder*.
- Email request to Maria Rios @ [mrrios@co.gloucester.nj.us](mailto:mrrios@co.gloucester.nj.us). Request will be forwarded to the GCIC's Risk Management Consultant (Hardenbergh Insurance Group) to be issued.
- Certificates are issued within 24 hours of receipt (if a "rush" please indicate so in email).
- Copies of the Certificate will be emailed to: Requestor and Maria Rios.
- Original Certificate will be mailed to Certificate Holder.

CERTIFICATE HOLDER (Name and Address):      DATE OF REQUEST: 10/24/13  
State of New Jersey      REQUESTOR: Diann DiLaurentis  
Department of Human Services      REQUESTOR'S EMAIL:  
PO Box 705      [ddilaurentis@co.gloucester.nj.us](mailto:ddilaurentis@co.gloucester.nj.us)  
Trenton, NJ 08625-0705      REQUESTOR'S PHONE #: 856-384-6845

PLEASE INDICATE (X) COVERAGES REQUESTED:

- General Liability  
 Auto Liability  
 Auto Physical Damage  
 Excess Liability  
 Property  
 Workers' Compensation  
 Public Officials Liability/Educators Legal Liability  
 Crime/Fidelity Bond

DESCRIPTION: *(include purpose of certificate, if additional insured or loss payee wording is required, if evidence for auto coverage include make model and VIN of vehicle, etc.)*  
General Liability coverage for Personal Assistance Services Program (PASP) contract #16ARHS, contract period 1/1/16 through 12/31/16. This certificate is needed for inclusion in the grant package.

**ANY ADDITIONAL INFORMATION NECESSARY TO ISSUE THIS CERTIFICATE SHOULD BE ATTACHED TO THIS FORM**

State of New Jersey  
Department of Human Services

**SUBJECT:** Standardized Board Resolution Form

**EFFECTIVE:** This policy shall become effective August 1, 2009.

**PROMULGATED:** July 20, 2009

**SUPERCEDES:** Standardized Board Resolution Form, promulgated  
November 21, 2007

**PURPOSE:** The purpose of this policy circular is to standardize the content of the Provider Agency Board Resolutions across all Department of Human Services (DHS) Departmental Components to assure that all of the required obligations are identified and committed to by the Provider Agency Board.

I. SCOPE

This policy circular applies to all DHS Third Party incorporated contracted Provider Agencies, Universities/Colleges and for-profit organizations.

II. POLICY

Periodically Boards of Directors in conducting the business of their organizations attest to their actions or decisions by way of written resolutions. The DHS requires Contract Providers to complete and file the attached standard board resolution when executing a DHS Third Party Social Service Contract.

A. Requirements for completion, updating and submission

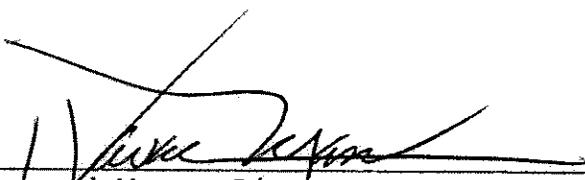
The Attachment I, Page 1 is to be completed by the Agency and the same for Attachment II.

When any changes occur which would affect the contents of the form, the Board is to convene and complete a new Board

Resolution and submit it to the Departmental Component within 10 business days of the change unless otherwise specified in the DHS policy.

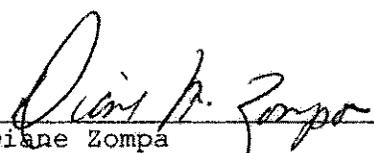
The completed form is to be returned to the Departmental Component with all other required contract documents as part of the contract package. (See Policy Circular P1.01, Documents and Conditions Required for Processing, Executing and Documenting a DHS Third Party Contract.)

Issued by:



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Howard Mass, Director  
Office of Administration



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Diane Zompa  
Chief of Staff  
Department of Human Services

STANDARDIZED BOARD RESOLUTION

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

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

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

- A) a covered entity (as defined in 45 CFR 160.103)
- B) a non-covered entity and has executed a DHS Business Associate Agreement (BAA) last dated 11/25/14
- C) a non-covered entity that will not be receiving or sharing personal health information.

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

The Board agrees that if there is *any change* in their BAA Status the Departmental Component will be immediately notified and the appropriate information provided within 10 business days.

**\* This section is not applicable for DCF Office of Education Contracts.**

2. Legal Advice

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

DEPARTMENT OF HUMAN SERVICES (DHS)

Standardized Board Resolution Form

Supporting Information for Contract # 16ARHS for Contract

Period January 1, 2016 to December 31, 2016.

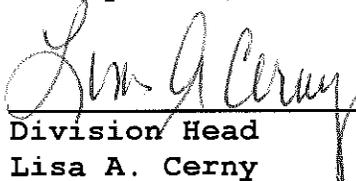
Agency: Gloucester County Division of Disability Services

Certification:

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

N/A  
Chairperson, Board of Directors

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Division Head  
Lisa A. Cerny

\_\_\_\_\_  
11/13/15  
\_\_\_\_\_  
Date

Authorized Signatories for Contract documents, checks and invoices are: (List full name and title) (add additional pages, if needed)

Robert M. Damminger  
Name

Freeholder Director  
Title

Tracey N. Giordano  
Name

Treasurer  
Title

Lisa A. Cerny  
Name

Division Head  
Title

Low Graphics Version

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A A A

Friday, October 30, 2015

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print 

- Robert M. Damminger
- Giuseppe (Joe) Chila
- Lyman Barnes
- Daniel Christy
- Frank J DiMarco
- Jim Jefferson
- Heather Simmons

## BOARD OF FREEHOLDERS



**Robert M. Damminger**  
 Freeholder Director  
 2 South Broad Street  
 P.O. Box 337  
 Woodbury, New Jersey 08096  
 (856) 853-3395  
 (856) 853-3495 - Fax  
[rdamminger@co.gloucester.nj.us](mailto:rdamminger@co.gloucester.nj.us)



**Giuseppe (Joe) Chila**  
 Deputy Freeholder Director  
 2 South Broad Street  
 P.O. Box 337  
 Woodbury, New Jersey 08096  
 (856) 853-3382  
 (856) 853-3324 Fax  
[jchila@co.gloucester.nj.us](mailto:jchila@co.gloucester.nj.us)



**Lyman Barnes**  
 Freeholder  
 2 South Broad Street  
 P.O. Box 337  
 Woodbury, NJ 08096  
 (856) 853-3380  
 (856) 853-3379 Fax  
[lbarnes@co.gloucester.nj.us](mailto:lbarnes@co.gloucester.nj.us)



**Daniel Christy**  
 Freeholder  
 2 South Broad Street  
 P.O. Box 337  
 Woodbury, New Jersey 08096  
 (856) 853-3383  
 (856) 853-3385 Fax  
[dchristy@co.gloucester.nj.us](mailto:dchristy@co.gloucester.nj.us)



**Frank DiMarco**  
 Freeholder  
 2 South Broad Street  
 P.O. Box 337  
 Woodbury, New Jersey 08096  
 (856) 853-3386  
 (856) 853-3387 Fax  
[fdimarco@co.gloucester.nj.us](mailto:fdimarco@co.gloucester.nj.us)



**Jim Jefferson**  
 Freeholder  
 2 South Broad Street  
 P.O. Box 337  
 Woodbury, New Jersey 08096  
 (856) 853-3384  
 (856) 853-3298 Fax  
[jjefferson@co.gloucester.nj.us](mailto:jjefferson@co.gloucester.nj.us)

**Heather Simmons**  
 Freeholder  
 2 South Broad Street  
 P.O. Box 337  
 Woodbury, New Jersey 08096  
 (856) 853-3378  
 (856) 853-3396 Fax  
[hsimmons@co.gloucester.nj.us](mailto:hsimmons@co.gloucester.nj.us)



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The County of Gloucester complies with all state and federal rules and regulations and does not discriminate on the basis of race, religion, color, national or ethnic origin, sexual orientation, age, marital status or disability in admission to, access to, or operations of its programs, services, or activities. In addition, Gloucester County encourages the participation of people with disabilities in its programs and activities and offers special services to all County residents 60 years of age and older. Inquiries regarding compliance may be directed to the Division of Disability Services at (856) 384-6842/New Jersey Relay Service 711 or the EEO office at (856)384-6903.

[Click here for the full ADA Compliance Statement](#)

Gloucester County Division of Disability Services

2016 Contracts with

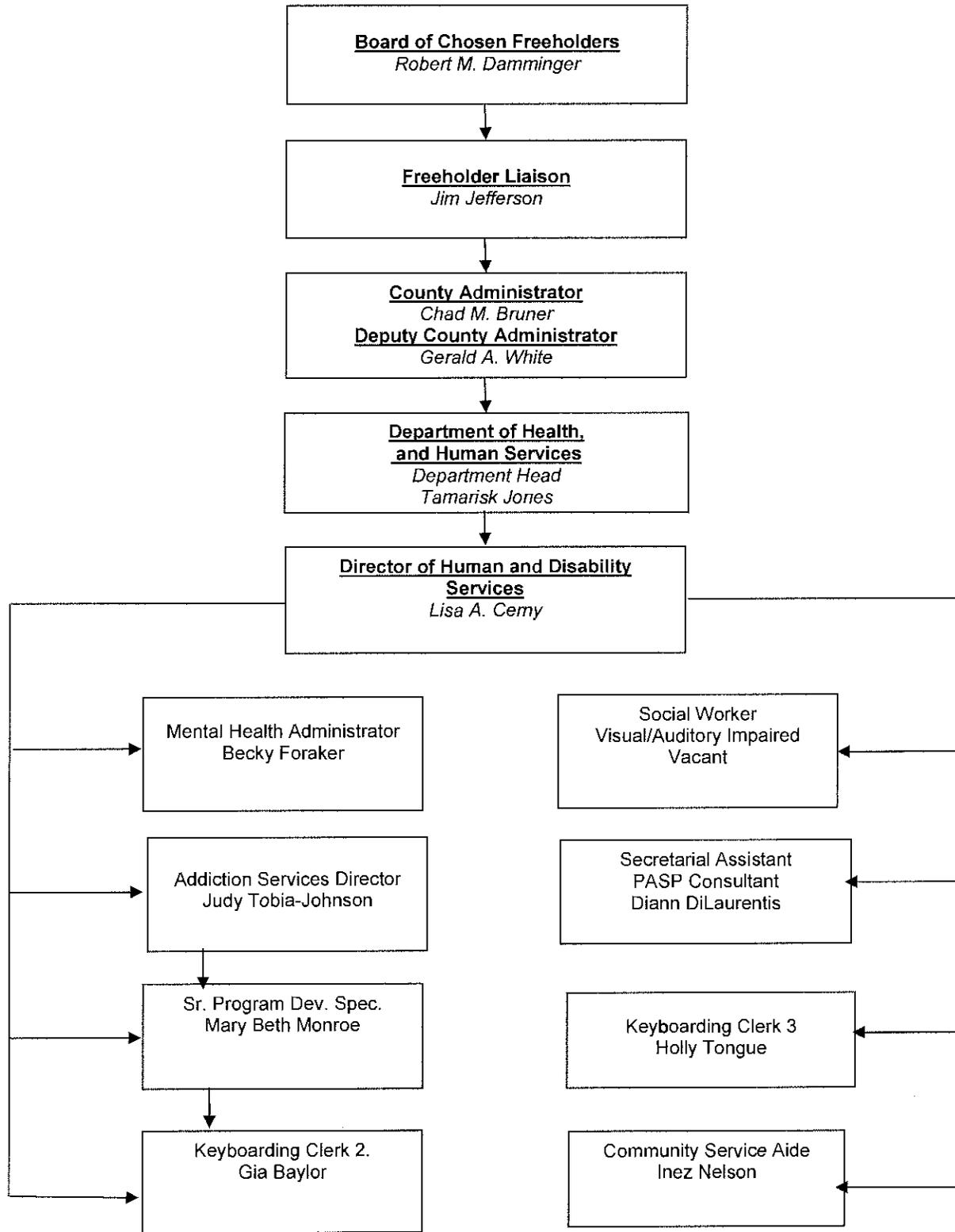
Department of Human Services

State Department of Human Services  
Division of Disability Services  
Personal Assistance Services Program (PASP)  
2016 - \$435,000

State Department of Human Services  
Division of Mental Health and Addiction Services  
Drug and Alcohol Services  
2016 - \$556,421

State Department of Human Services  
Division of Mental Health  
Mental Health Services  
2016 - \$12,000

**2015/2016 ORGANIZATIONAL CHART**  
**Gloucester County Division of Disability Services**



State of New Jersey  
DEPARTMENT OF HUMAN SERVICES

**BUSINESS ASSOCIATE AGREEMENT** between the New Jersey Department Human Services and Gloucester County Division of Disability Services (Agency/Vendor.) for Contract Number 16ARHS.

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

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

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

**A. Definitions:**

1. The terms specified below shall be defined as follows:

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

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

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

## **B. Obligations and Activities of Business Associate**

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

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

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

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

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

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

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

**D. Term of Business Associate Agreement**

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

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

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

3. Effect of Breach of this Agreement.

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

**E. Indemnification and Release**

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

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

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

#### **F. Miscellaneous**

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

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

Business Associate: Gloucester County Division of Disability Services

115 Budd Boulevard

West Deptford, NJ 08096

Facsimile # 856-384-6849

Covered Entity: 1. Privacy Officer

Harry J. Pizutelli, Administrator of Assistance Programs

Division of Disability Services, P. O. Box 705

Trenton, NJ 08625-705

Facsimile # (609) 631-4365

2. Director of NJ Division of Disability Services

Joseph M. Amoroso, Director

Division of Disability Services, P. O. Box 705

Trenton, NJ 08625-705

Facsimile# (609) 631-4365

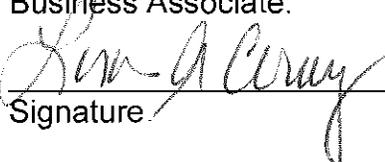
7. As the Covered Entity is a body corporate and politic of the State of New Jersey, the signature of its authorized representative is affixed below. The undersigned representative of Covered Entity certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement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

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

Covered Entity:

Business Associate:

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

Joseph M. Amoroso  
Printed Name

Lisa A. Cerny  
Printed Name

Director  
Title

Division Head  
Title

NJ Division of Disability Services  
Agency

Gloucester County Division of Disability Services  
Agency

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

11/13/15  
\_\_\_\_\_  
Date:

**COUNTY OF GLOUCESTER  
REPORT OF AUDIT  
YEAR ENDED DECEMBER 31, 2014**

# PETRONI & ASSOCIATES LLC

Certified Public Accountants • Registered Municipal Accountants  
102 West High Street, Suite 100 • P.O. Box 279 • Glassboro, NJ 08028  
(856) 881-1600 • Fax (856) 881-6860

MEMBER: AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

Nick L. Petroni, CPA, RMA

Mary A. Carey, RMA  
Wendy G. Fama, CPA  
Denise R. Nevico, CPA  
Deanna L. Roller, CPA, RMA

## INDEPENDENT AUDITOR'S REPORT

Honorable Director and Members of the  
Board of Chosen Freeholders  
County of Gloucester  
P.O. Box 337  
Woodbury, New Jersey 08096

### ***Report on the Financial Statements***

We have audited the accompanying balance sheets - regulatory basis of the various funds and account group of the County of Gloucester as of December 31, 2014 and 2013, the related statement of operations and changes in fund balance - regulatory basis for the years then ended, and the related statement of revenues - regulatory basis and statement of expenditures - regulatory basis of the various funds for the year ended December 31, 2014, and the related notes to the financial statements, which collectively comprise the County of Gloucester's basic financial statements as listed in the table of contents.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the basis of accounting prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America, the audit requirements prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey (the "Division"), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error.

In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

***Basis for Adverse Opinion on U.S. Generally Accepted Accounting Principles***

As described in Note 1 of the financial statements, the financial statements are prepared by the County of Gloucester on the basis of the financial reporting provisions prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to meet the requirements of New Jersey.

The effects on the financial statements of the variances between the regulatory basis of accounting described in Note 1 and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material.

***Adverse Opinion on U.S. Generally Accepted Accounting Principles***

In our opinion, because of the significance of the matter discussed in the "Basis for Adverse Opinion on U.S. Generally Accepted Accounting Principles" paragraph, the financial statements referred to above do not present fairly, in accordance with accounting principles generally accepted in the United States of America, the financial position of each fund of the County of Gloucester as of December 31, 2014 and 2013, or changes in financial position for the years then ended.

***Opinion on Regulatory Basis of Accounting***

In our opinion, the financial statements referred to above present fairly, in all material respects, the regulatory basis balance sheets and account group as of December 31, 2014 and 2013, the regulatory basis statements of operations for the years then ended and the regulatory basis statements of revenues and expenditures for the year ended December 31, 2014, in accordance with the basis of financial reporting prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey as described in Note 1.

***Other Matters***

*Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County of Gloucester's basic financial statements. The supplementary information listed in the table of contents and schedule of expenditures of federal awards, as required by Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* and the schedule of expenditures of state financial assistance as required by NJ OMB 04-04 and the letter of comments and recommendations section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The supplemental information listed in the table of contents and the schedule of expenditures of federal awards, as required by Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and the schedule of expenditures of state financial assistance as required by NJ OMB 04-04 are the responsibility of management and were derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplemental information listed in the table of contents, schedule of expenditures of federal awards, as required by Office of Management and Budget Circular A-133, *Audits of States, Local*

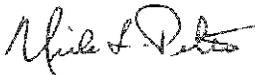
*Governments, and Non-Profit Organizations*, and the schedule of expenditures of state financial assistance as required by NJ OMB 04-04 are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The letter of comments and recommendations section has not been subject to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated June 15, 2015, on our consideration of the County of Gloucester's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County of Gloucester's internal control over financial reporting and compliance.

PETRONI & ASSOCIATES LLC



Nick L. Petroni  
Certified Public Accountant  
Registered Municipal Accountant #252

June 15, 2015

**SINGLE AUDIT SECTION**

# PETRONI & ASSOCIATES LLC

Certified Public Accountants • Registered Municipal Accountants  
102 West High Street, Suite 100 • P.O. Box 279 • Glassboro, NJ 08028  
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## REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

### Independent Auditor's Report

Honorable Director and Members of the  
Board of Chosen Freeholders  
County of Gloucester  
P.O. Box 337  
Woodbury, New Jersey 08096

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the accompanying balance sheets - regulatory basis of the various funds and account group, the related statement of operations and changes in fund balance - regulatory basis, and the related statement of revenues - regulatory basis and statement of expenditures - regulatory basis of the County of Gloucester, as of and for the year ended December 31, 2014, and the related notes to the financial statements, which collectively comprise the County of Gloucester's basic financial statements, and have issued our report thereon dated June 15, 2015, which contained an adverse opinion on those financial statements due to being presented in accordance with the New Jersey regulatory basis of accounting.

#### ***Internal Control over Financial Reporting***

In planning and performing our audit of the financial statements, we considered the County of Gloucester's control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements but not for the purpose of expressing an opinion on the effectiveness of the County of Gloucester's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the County's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

PETRONI & ASSOCIATES LLC



Nick L. Petroni  
Certified Public Accountant  
Registered Municipal Accountant #252

June 15, 2015

# PETRONI & ASSOCIATES LLC

Certified Public Accountants • Registered Municipal Accountants  
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**REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL AND STATE PROGRAM;  
REPORT ON INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON THE  
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL  
ASSISTANCE REQUIRED BY OMB CIRCULAR A-133 AND NEW JERSEY OMB 04-04**

## **Independent Auditor's Report**

Honorable Director and Members of the  
Board of Chosen Freeholders  
County of Gloucester  
P.O. Box 337  
Woodbury, New Jersey 08096

### ***Report on Compliance for Each Major Federal Program***

We have audited the County of Gloucester's compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* and the *New Jersey State Aid/Grant Compliance Supplement* that could have a direct and material effect on each of the County of Gloucester's major federal and state programs for the year ended December 31, 2014. The County of Gloucester's major federal and state programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

### ***Management's Responsibility***

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal and state programs.

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on compliance for each of the County of Gloucester's major federal and state programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*; and New Jersey OMB 04-04, *Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid*. Those standards and OMB Circular A-133 and New Jersey OMB's 04-04 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal or state program occurred. An audit includes examining, on a test basis, evidence about the County of Gloucester's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal and state program. However, our audit does not provide a legal determination of the County of Gloucester's compliance.

**Opinion on Each Major Federal and State Program**

In our opinion, the County of Gloucester complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal and state programs for the year ended December 31, 2014.

**Report on Internal Control Over Compliance**

Management of the County of Gloucester is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the County of Gloucester's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal and state program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal and state program and to test and report on internal control over compliance in accordance with OMB Circular A-133 and New Jersey OMB 04-04, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the County of Gloucester's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal or state program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal or state program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal or state program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

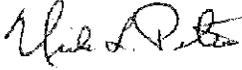
The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133 and New Jersey OMB 04-04. Accordingly, this report is not suitable for any other purpose.

**Report on Schedules of Expenditures of Federal Awards Required by OMB Circular A-133 and Expenditures of State Financial Assistance Required by New Jersey OMB 04-04**

We have audited the financial statements of the accompanying balance sheets – regulatory basis of the various funds and account group, the related statement of operations and changes in fund balance – regulatory basis, and the related statement of revenues – regulatory basis and statement of expenditures – regulatory basis of the County of Gloucester as of and for the year ended December 31, 2014, and have issued our report thereon dated June 15, 2015, which contained an adverse opinion on those financial statements due to being presented in accordance with the New Jersey regulatory basis of accounting. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedules of expenditures of federal awards and state financial assistance are presented for purposes of additional analysis as required by OMB Circular A-133 and New Jersey OMB 04-04 and are not a required part of the financial statements. Such information is the responsibility of

management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedules of expenditure of federal awards and state financial assistance are fairly stated in all material respects in relation to the financial statements as a whole.

PETRONI & ASSOCIATES LLC



Nick L. Petroni  
Certified Public Accountant  
Registered Municipal Accountant #252

June 15, 2015

COUNTY OF GLOUCESTER  
SCHEDULE OF EXPENDITURES OF FEDERAL FINANCIAL ASSISTANCE  
FOR THE YEAR ENDED DECEMBER 31, 2014

FEDERAL GRANTOR Pass Through Grantor Program Title	Grant Period		Federal CFDA Number	State Account Number	Program Award Number	Award Amount	Cash Match	Current Year Receipts	Cumulative Cash Received	Current Expenditures	Cumulative Expenditures
	From	To									
<b>FEDERAL GRANTOR</b>											
<b>U.S. Department of Health and Human Services</b>											
<b>New Jersey Department of Health and Senior Services</b>											
Local Core Capacity Infrastructure for Bioterrorism	08/10/12	06/30/13	93.069	048 4230 100 360	037150	\$ 348,763		\$ 348,763	\$		\$ 348,763
Local Core Capacity Infrastructure for Bioterrorism	06/30/13	06/30/13	93.889	048 4230 100 362	037080	5,421		5,421			5,421
Local Core Capacity Infrastructure for Bioterrorism	07/01/13	06/30/14	93.074	046 4230 100 362	037090	4,545		4,545			4,545
Local Core Capacity Infrastructure for Bioterrorism	07/01/13	06/30/14	93.074	046 4230 100 360	037150	324,171		324,171	\$	180,499	324,171
Local Core Capacity Infrastructure for Bioterrorism	07/01/13	06/30/14	93.095	046 4230 100 360	033300	25,000		25,000		25,000	25,000
Local Core Capacity Infrastructure for Bioterrorism	07/01/14	06/30/15	93.074	046 4230 100 360	037150	273,535		273,535		114,552	114,552
Special Child Health Case/Case Management	07/01/14	06/30/15	93.994	048 4220 100 129	022070	16,907		16,907		16,907	16,907
Area Plan Contract	01/01/13	12/31/13	93.778	054 7530 100 066	557660	10,686		10,686			10,686
Area Plan Contract	01/01/13	12/31/13	93.667	054 7530 100 057	555740	38,811		38,811			38,811
Area Plan Contract	01/01/13	12/31/13	93.043	054 7530 100 060	555850	18,917		18,917			18,917
Area Plan Contract	01/01/13	12/31/13	93.044	054 7530 100 058	555820	247,366		247,366			247,366
Area Plan Contract	01/01/13	12/31/13	93.045	054 7530 100 056	552420	411,479		411,479			411,479
Area Plan Contract	01/01/13	12/31/13	93.048	054 7530 100 085	552030	56,728		56,728			56,728
Area Plan Contract	01/01/13	12/31/13	93.052	054 7530 100 062	557070	51,460		51,460			51,460
Area Plan Contract	01/01/13	12/31/13	93.053	054 7530 100 039	552480	122,951		122,951			122,951
Area Plan Contract	01/01/14	12/31/14	93.053	054 7530 100 039	552480	116,747		22,749		116,747	116,747
Area Plan Contract	01/01/14	12/31/14	93.043	054 7530 100 060	555850	16,766		16,766		14,525	14,525
Area Plan Contract	01/01/14	12/31/14	93.044	054 7530 100 058	555820	8,367		8,367		247,035	247,035
Area Plan Contract	01/01/14	12/31/14	93.045	054 7530 100 056	552420	410,039		200,086		401,483	401,483
Area Plan Contract	01/01/14	12/31/14	93.048	054 7530 100 085	552030	35,083		35,083		6,343	6,343
Area Plan Contract	01/01/14	12/31/14	93.052	054 7530 100 062	557070	102,848		102,848		102,238	102,238
Area Plan Contract	01/01/14	12/31/14	93.778	054 7530 100 066	557660	10,037		10,037		8,842	8,842
<b>New Jersey Department of Labor</b>											
Work First NJ	07/01/12	06/30/13	93.558	062 4545 100 374	105431	20,337		20,337			20,337
Work First NJ	07/01/13	06/30/14	93.558	062 4545 100 344	105430	716,654		716,654		416,100	716,654
Work First NJ	07/01/13	06/30/14	93.558	054 7550 100 302	150300	182,133		182,133			182,133
Work First NJ	07/01/13	06/30/14	93.558	062 4545 100 346	105450	15,304		15,304		714	15,304
Work First NJ	07/01/13	06/30/14	93.558	062 4545 100 374	105431	230,591		230,591			230,591
Work First NJ	07/01/14	06/30/15	93.558	062 4545 100 344	105430	1,116,391		341,830		586,301	586,301
Work First NJ	07/01/14	06/30/15	93.558	062 4545 100 346	105450	35,451		6,141		6,154	6,154
<b>New Jersey Department of Human Services</b>											
Human Services Planning Grant	01/01/14	12/31/14	93.778	016 1610 100 061	018820	31,386		31,386			31,386
Abused and Missing Children	01/01/14	12/31/14	93.778	016 1610 100 061	018820	1,620		1,620			1,620
Social Services for the Homeless	01/01/12	12/31/12	93.558	054 7550 100 380	150740	71,220		71,220			71,220
Social Services for the Homeless	01/01/13	12/31/13	93.558	054 7550 100 380	150740	71,220		71,220			71,220
Social Services for the Homeless	01/01/14	06/30/14	93.558	054 7550 100 380	150740	34,660		27,350		27,350	27,350
Social Services for the Homeless	07/01/14	06/30/15	93.558	054 7550 100 380	150740	69,339		73,000		66,056	66,056
Sandy Homeowner/Reenter Assistance Program	09/01/13	09/30/15	93.095	054 7550 100 517	990550	73,000		73,000		73,000	73,000
Sandy Homeowner/Reenter Assistance Program	09/01/13	09/30/15	93.667	054 7550 100 517	990550	35,090		27,000		15,467	35,000
Title XX Transportation	01/01/13	12/31/13	93.778	054 7545 100 020	270000	22,774		22,774		2,250	22,774
<b>National Association of County and City Health Officials</b>											
MRC Capacity Building Award	01/05/13	07/31/13	93.008	N/A	N/A	4,000		4,000		570	4,000
MRC Capacity Building Award	12/20/13	07/31/14	93.008	N/A	N/A	3,500		3,500		2,990	2,990
<b>U.S. Department of Agriculture</b>											
Housing Preservation Grant	12/13/11	12/21/11	18.433	N/A	N/A	50,000		50,000		5,000	50,000
Housing Preservation Grant	10/01/12	09/30/13	18.433	N/A	N/A	50,000		50,000		5,000	50,000
Housing Preservation Grant	10/01/13	09/30/14	18.433	N/A	N/A	50,000		50,000		20,000	20,000
CWA Case Banking Equipment Grant	09/01/13	06/30/14	18.561	054 7550 100 161	152270	5,000		5,000		5,000	5,000
Women, Infants, and Children	10/01/13	09/30/14	10.557	046 4220 100 113	022510	705,200		705,200		563,792	705,200
Women, Infants, and Children	10/01/14	09/30/15	10.557	046 4220 100 113	022510	745,853		745,853		202,176	202,176
Senior Farmer's Market Nutrition Program	07/01/14	06/30/15	10.576	046 4220 100 474	027070	1,500		1,500		1,500	1,500

\*See accompanying notes to Schedule of Expenditures of Federal Assistance and State Awards\*

COUNTY OF GLOUCESTER  
SCHEDULE OF EXPENDITURES OF FEDERAL FINANCIAL ASSISTANCE  
FOR THE YEAR ENDED DECEMBER 31, 2014

FEDERAL GRANTOR	Program Title	From	To	Federal CFDA Number	State Account Number	Program Award Number	Award Amount	Cash Match	Current Year Receipts	Cumulative Cash Received	Current Expenditures	Cumulative Expenditures	
NJ Department of Environmental Protection	County Environmental Health Act	01/01/13	12/31/13	66.605	042 4840 100 094	050300	13,780.00		10,973.00	13,780.00		13,780.00	
		08/01/14	08/01/16	15.926	N/A	N/A	46,200.00						
US Department of the Interior	National Park Service	10/01/09	09/30/13	16.804	N/A	2010-DJ-BX-1189	43,426		23,676	43,056		43,056	
		10/01/11	09/30/14	16.804	N/A	2011-H5411N-JDJ	28,425		19,514	19,514	8,947	28,420	
U.S. Department of Justice	Justice Assistance Grant Joint Task Force	10/01/12	09/30/15	16.804	N/A	2012-H3308N-JDJ	12,575		12,479	12,479		12,479	
		10/01/13	09/30/15	16.804	N/A	2013-H-5675N-JDJ	10,743					8,879	10,713
Bureau of Justice Assistance	Byrne Memorial Local Solicitation	10/01/08	09/30/12	16.804	N/A	2014-H4018N-JDJ	10,418						10,418
		04/01/12	06/30/14	16.607	N/A	200-DJ-BX-1127	43,243						43,212
New Jersey Department of Law and Public Safety	Sexual Assault Nurses Examiner Project (SANE)	10/01/13	09/30/14	16.575	066 1020 100 142	090300	71,238		68,440	68,440	71,238	71,238	
		07/01/13	06/30/14	16.575	066 1020 100 142	090300	169,648		5,514	169,648	84,976	169,648	
U.S. Marshals Service	Electronic Crimes Task Force	10/01/13	09/30/15	16.922	N/A	N/A	6,500						
		10/01/14	09/30/15	16.738	066 1020 100 364	091240	75,914		48,010	66,537	15,361	15,361	
New Jersey Juvenile Justice Commission	Juvenile Account Incentive Block Grant	01/01/12	12/31/12	16.523	066 1500 100 121	343010	14,746	\$ 1,838	8,014	14,746	8,423	16,384	
		01/01/13	12/31/13	16.523	066 1500 100 121	343010	8,880	987	8,436	8,880	7,286	9,867	
New Jersey Office of Homeland Security	Homeland Security	09/01/12	08/31/14	97.067	066 1005 100 006	130040	175,399		126,210	175,399	23,837	175,399	
		09/01/13	08/31/15	97.067	066 1005 100 006	130040	100,000		38,592	38,592	38,785	45,169	
New Jersey Department of Law and Public Safety	Hazard Mitigation Grant Program	08/01/13	10/07/16	97.039	066 1200 100 807	065520	600,000		60,000	60,000	600,000	600,000	

\*See accompanying notes to Schedule of Expenditures of Federal Assistance and State Awards\*

COUNTY OF GLOUCESTER  
SCHEDULE OF EXPENDITURES OF FEDERAL FINANCIAL ASSISTANCE  
FOR THE YEAR ENDED DECEMBER 31, 2014

FEDERAL GRANTOR Pass Through Grantor Program Title	Grant Period		Federal CFDA Number	State Account Number	Program Award Number	Award Amount	Cash Match	Current Year Receipts	Cumulative Cash Received	Current Expenditures	Cumulative Expenditures
	From	To									
<b>U.S. Department of Labor</b>											
<b>New Jersey Department of Labor</b>											
WA - Adult Program	07/01/12	06/30/13	17.258	062 4545 100 101	101020	491,596		54,047	491,596		491,596
WA - Youth Activities	07/01/12	06/30/13	17.258	062 4545 100 248	101530	546,986		148,763	546,986	9,244	546,986
WA - Dislocated Workers	07/01/12	06/30/13	17.278	062 4545 100 105	101040	722,575		81,202	722,575		722,575
WA - Adult Program	07/01/13	06/30/14	17.258	062 4545 100 101	101020	530,543		461,113	503,063	370,988	530,543
WA - Youth Activities	07/01/13	06/30/14	17.259	062 4545 100 248	101530	595,183		553,862	592,758	101,688	595,183
WA - Dislocated Workers	07/01/13	06/30/14	17.278	062 4545 100 105	101040	787,489		686,008	759,719	787,469	787,469
WA - Adult Program	07/01/14	06/30/15	17.258	062 4545 100 101	101020	633,800.00		147,845.00	147,845.00	173,440.68	173,440.68
WA - Youth Activities	07/01/14	06/30/15	17.259	062 4545 100 248	101530	707,941.00		223,083.00	223,083.00	479,557.63	479,557.63
WA - Dislocated Workers	07/01/14	06/30/15	17.278	062 4545 100 105	101040	813,812.00		152,967.00	152,967.00	212,463.46	212,463.46
<b>U.S. Environmental Protection Agency</b>											
<b>NJ Department of Environmental Protection</b>											
Salem-Glooucester Regional Sewer Plan	01/01/10	12/31/12	86.458	042 4840 100 094	GSRA	6,181,000		774,231	6,181,000	774,231	4,403,845
<b>U.S. Department of Transportation</b>											
<b>NJ Department of Law and Public Safety</b>											
Hazardous Materials Training	10/01/13	09/30/14	20.703	UNKNOWN	UNKNOWN	29,750				29,750	29,750
<b>New Jersey Division of Highway Traffic Safety</b>											
Comprehensive Traffic Safety Program	10/01/13	09/30/14	20.600	066 1160 100 047	030800	47,450		37,500	37,500	37,090	37,500
Comprehensive Traffic Safety Program	10/01/14	09/30/15	20.600	066 1160 100 047	030800	47,450				208	208
Driving While Intoxicated Sobriety Checkpoint	10/01/13	09/30/13	20.616	066 1160 100 157	031020	100,000		87,764	87,764	75,684	87,764
Driving While Intoxicated Sobriety Checkpoint	10/01/14	09/30/15	20.616	066 1160 100 157	031020	130,000					
Child Passenger Safety Seat Grant	10/01/13	09/30/14	20.613	066 1160 100 137	035160	12,000		12,000	12,000	12,000	12,000
Child Passenger Safety Seat Grant	10/01/14	09/30/15	20.616	066 1160 100 137	035160	12,000				1,572	1,572
Click It or Ticket	05/18/14	06/01/14	20.616	066 1160 100 155	031000	24,000		23,750	23,750	23,750	23,750
<b>Delaware Valley Regional Planning Commission</b>											
<b>Federal Stimulus Projects</b>											
Supportive Regional Highway	03/01/09	COMPLETE	20.205	078 6320 480 ALM	600084	9,850,000		100,000	7,444,344	6,250	7,444,344
Supportive Regional Highway	07/01/12	06/30/13	20.205	N/A	13-61-030	39,100		23,301	39,100		39,100
Supportive Regional Highway	07/01/13	06/30/14	20.205	N/A	14-61-030	39,100		20,542	20,542	18,422	39,100
Supportive Regional Highway	07/01/14	06/30/15	20.205	N/A	15-61-030	39,100				18,145	18,145
Transportation System Plan & Implementation	07/01/12	06/30/13	20.205	N/A	13-63-022	53,228		43,212	43,212	43,212	43,212
Transportation System Plan & Implementation	07/01/13	06/30/14	20.205	N/A	14-63-022	38,660		7,612	7,612	31,017	38,680
Transportation System Plan & Implementation	07/01/14	06/30/15	20.205	N/A	15-63-022	38,660				7,653	7,653
Region Wide Transportation GIS Program	07/01/12	06/30/13	20.205	N/A	13-53-312	30,000		22,936	30,000		30,000
Region Wide Transportation GIS Program	07/01/13	06/30/14	20.205	N/A	14-53-312	30,000		13,157	13,157	16,843	30,000
Region Wide Transportation GIS Program	07/01/14	06/30/15	20.205	N/A	15-53-312	30,000				9,595	9,595
<b>New Jersey Transit</b>											
Section 5311 Rural Transit	07/01/13	06/30/14	20.509	N/A	Section 5311 FY14	146,404		146,404	146,404	79,452	146,404
Section 5311 Rural Transit	07/01/14	06/30/15	20.509	N/A	Section 5311 FY15	152,389				69,945	69,945
Job Access and Reverse Commute	07/01/12	06/30/14	20.516	N/A	JARC Round 12	240,000		82,388	145,000	30,602	145,000
Job Access and Reverse Commute	07/01/12	06/30/14	20.516	N/A	JARC Round 13	125,000		98,278	98,278	119,300	119,300
New Freedom	03/15/10	12/31/14	20.521	N/A	Section 5317	200,426		122,724	200,426	84,541	200,426
New Freedom	07/01/13	06/30/14	20.521	N/A	Section 5317	200,000		60,937	60,937	78,530	78,530

\*\*See accompanying notes to Schedule of Expenditures of Federal Assistance and State Awards\*\*

COUNTY OF GLOUCESTER  
SCHEDULE OF EXPENDITURES OF FEDERAL FINANCIAL ASSISTANCE  
FOR THE YEAR ENDED DECEMBER 31, 2014

FEDERAL GRANTOR Pass Through Grantor Program Title	From	To	Grant Period	Federal CFDA Number	State Account Number	Program Award Number	Award Amount	Cash Match	Current Year Receipts	Cumulative Cash Received	Current Expenditures	Cumulative Expenditures
<b>Federal Highway Administration</b>												
<b>New Jersey Department of Transportation</b>												
Hurtville-Crosskeys - RT 47 to Greentree	06/23/10	12/31/14		20.205	078 6300 480 FJR	370550	554,382			594,382		594,382
Hurtville-Crosskeys - RT 47 to Greentree	08/23/10	12/31/14		20.205	078 6300 480 FJO	379480	142,145		142,145	142,145	9	142,145
Center Street (CR 603) Mantua Twp.	04/26/12	12/31/15		20.205	078 6300 480 FJR	370550	183,547			542,661	1,040	155,316
Center Street (CR 603) Mantua Twp.	04/26/12	12/31/15		20.205	078 6300 480 GEM	370502	542,661		542,661	542,661		542,661
Clayton-Williamstown Road (CR610) Resurface	04/26/12	12/31/15		20.205	078 6300 480 FJR	370550	177,197			572,803	3,032	170,657
Clayton-Williamstown Road (CR610) Resurface	04/26/12	12/31/15		20.205	078 6300 480 GEM	370502	572,803		572,803	572,803		572,803
Gloucester County Multipurpose Trail Ex.	04/26/12	12/31/15		20.205	078 6300 480 FJR	370550	350,076			48,924		245,851
Gloucester County Multipurpose Trail Ex.	04/26/12	12/31/15		20.205	078 6300 480 GEM	370502	48,924		48,924	48,924		48,924
Wood-Glass Road (CR553) Tylers Mill-Woodcreek	08/10/14	12/31/17		20.205	UNKNOWN	UNKNOWN	2,550,150					
Tuckahoe Road (CR557) Section V Resurfacing	09/15/14	12/31/17		20.205	UNKNOWN	UNKNOWN	2,345,311					
FY2012 Transportation Trust	01/01/12	COMPL		20.205	078 6300 480 FJO	379480	98,232		98,232	98,232		98,232
FY2009 Transportation Trust	01/01/09	COMPL		20.205	078 6300 480 FJO	379480	26,140		26,140	26,140		26,140
FY2006 Transportation Trust	01/01/06	COMPL		20.205	078 6300 480 FJO	379480	13,111		13,111	13,111		13,111
2014. ISTEA	01/01/14	COMPL		20.205	UNKNOWN	UNKNOWN	1,500,000			47,988		47,988
2013 ISTEA	01/01/13	COMPL		20.205	UNKNOWN	UNKNOWN	10,460,819			865,980	5,010,704	5,970,497
2013 ISTEA	01/01/13	COMPL		20.205	078 6300 480 GCU	370283	25,039		25,039	25,039		25,039
2013 ISTEA	01/01/13	COMPL		20.205	078 6300 480 GKO	379422	163,301		163,301	163,301		163,301
2013 ISTEA	01/01/13	COMPL		20.205	078 6300 480 GIM	370273	139,535		139,535	139,535		139,535
2012 ISTEA	01/01/12	COMPL		20.205	078 6300 480 FLH	601379	211,306		211,306	211,306		211,306
2012 ISTEA	01/01/12	COMPL		20.205	078 6300 480 FLH	370351	2,272,347		2,272,347	1,450,414		1,739,607
2012 ISTEA	01/01/12	COMPL		20.205	078 6300 480 GKP	379492	210,807		84,666	210,807		211,806
2011 ISTEA	01/01/11	COMPL		20.205	UNKNOWN	UNKNOWN	3,984,354			1,833,408		3,984,354
2011 ISTEA	01/01/11	COMPL		20.205	078 6300 480 GKO	379422	1,833,408		1,833,408	1,833,408		1,833,408
2011 ISTEA	01/01/11	COMPL		20.205	078 6300 480 GCW	370361	182,238		182,238	182,238		182,238
2010 ISTEA	01/01/10	COMPL		20.205	078 6300 480 FAT	758439	2,020,986			1,838,749		1,838,749
2010 ISTEA	01/01/10	COMPL		20.205	078 6300 480 FJJ	379369	1,120,047			722,191		726,375
2010 ISTEA	01/01/10	COMPL		20.205	078 6300 480 GKP	379492	35,400		35,400	35,400	250	35,400
2010 ISTEA	01/01/10	COMPL		20.205	078 6300 480 GKP	379492	491,922			464,548		464,548
2010 ISTEA	01/01/10	COMPL		20.205	078 6300 480 FJR	370550	338,190			338,190		338,190
2010 ISTEA	01/01/10	COMPL		20.205	078 6300 480 GEM	370502	704,956			639,752		639,752
2009 ISTEA	01/01/09	COMPL		20.205	078 6300 480 FJP	370478	327,866			297,540		319,679
2009 ISTEA	01/01/09	COMPL		20.205	078 6300 480 FJK	420520	2,227,531		2,021,498	2,021,498		2,171,907
2009 ISTEA	01/01/09	COMPL		20.205	078 6300 480 GCW	370361	39,647			35,980		39,657
2009 ISTEA	01/01/09	COMPL		20.205	078 6300 480 CRG	379615	2,500,000		18,000	2,255,201	18,000	2,255,201
<b>U.S. Department of Housing and Urban Development</b>												
Neighborhood Stabilization Program	05/24/09	09/08/10		14.228	N/A	N/A	1,451,236			1,451,236		1,451,236
Community Development Block Grant - 2007	09/01/07	08/31/08		14.228	N/A	B-07-UC-34-0109	1,400,771			1,400,771		1,400,771
Community Development Block Grant - 2008	09/01/08	08/31/09		14.228	N/A	B-08-UC-34-0109	1,417,649			1,417,649		1,417,649
Community Development Block Grant - 2009	09/01/09	08/31/10		14.228	N/A	B-09-UC-34-0109	1,533,157		3,265	1,533,157		1,533,157
Community Development Block Grant - 2010	09/01/10	08/31/11		14.228	N/A	B-10-UC-34-0109	1,278,719		47,781	1,533,157	186,067	1,533,157
Community Development Block Grant - 2011	09/01/11	08/31/12		14.228	N/A	B-11-UC-34-0109	1,074,760		344,463	1,074,760	186,067	1,278,719
Community Development Block Grant - 2012	09/01/12	08/31/13		14.228	N/A	B-12-UC-34-0109	1,065,934		106,934	646,960	216,900	1,074,760
Community Development Block Grant - 2013	09/01/13	08/31/14		14.228	N/A	B-13-UC-34-0109	1,084,145		778,806	778,806	467,199	1,060,752
Community Development Block Grant - 2014	09/01/14	08/31/15		14.228	N/A	B-14-UC-34-0109	1,201,146				775,231	775,231

\*See accompanying notes to Schedule of Expenditures of Federal Assistance and State Awards\*

COUNTY OF GLOUCESTER  
SCHEDULE OF EXPENDITURES OF FEDERAL FINANCIAL ASSISTANCE  
FOR THE YEAR ENDED DECEMBER 31, 2014

FEDERAL GRANTOR Pass Through Grantor Program Title	Grant Period		Federal CFDA Number	State Account Number	Program Award Number	Award Amount	Cash Match	Current Year Receipts	Cumulative Cash Received	Current Expenditures	Cumulative Expenditures
	From	To									
Washington Township-2010	09/01/10	08/31/11	14.228	N/A	B-10-UC-34-0109	199,752		5,632	199,752	2,967	199,752
Washington Township-2011	09/01/11	08/31/12	14.228	N/A	B-11-UC-34-0109	165,760		35,958	165,760	5,886	165,760
Washington Township-2012	09/01/12	08/31/13	14.228	N/A	B-12-UC-34-0109	146,512		106,781	139,421	45,813	139,421
Washington Township-2013	09/01/13	08/31/13	14.228	N/A	B-13-UC-34-0109	155,322		12,581	12,561	139,996	143,908
Home Investment Partnership - 2009	09/01/09	08/31/10	14.239	N/A	M-09-UC-34-0104	795,143			795,143		795,143
Home Investment Partnership - 2010	09/01/10	08/31/11	14.239	N/A	M-10-UC-34-0104	790,198		73,513	745,181		790,198
Home Investment Partnership - 2011	09/01/11	08/31/12	14.239	N/A	M-11-UC-34-0104	698,554		205,219	698,554		698,554
Home Investment Partnership - 2012	09/01/12	08/31/13	14.239	N/A	M-12-UC-34-0104	469,460		182,946	465,003	63,248	465,742
Home Investment Partnership - 2013	09/01/13	08/31/14	14.239	N/A	M-13-UC-34-0104	455,741		233,767	283,787	313,625	365,426
Home Investment Partnership - 2014	09/01/14	08/31/15	14.239	N/A	M-14-UC-34-0104	474,554				106,267	106,267
						\$ 87,005,270	\$ 3,355	\$ 14,539,456	\$ 52,269,527	\$ 16,109,754	\$ 65,573,236

\*See accompanying notes to Schedule of Expenditures of Federal Assistance and State Awards\*

COUNTY OF GLOUCESTER  
SCHEDULE OF EXPENDITURES OF STATE AWARDS  
FOR THE YEAR ENDED DECEMBER 31, 2014

Program Title	Grant Period From	Grant Period To	Grantor's Number	Program Number	Award Amount	Cash Match	Current Year Receipts	Cumulative Cash Received	Current Expenditures	Cumulative Expenditures
<b>New Jersey Council for the Humanities</b>										
Midwifery to Yellow Fever at Whitall House	07/01/14	06/30/15	022 8050 100 035	N/A	\$ 2,976	\$ 2,965	\$ 288	\$ 2,976	\$ 21	\$ 2,976
Recreational Opportunities Grant	08/01/13	06/30/14	022 8050 100 035	051570	14,975	4,000.00	20,000.00	20,000.00	24,000.00	24,000.00
Recreational Opportunities Grant	07/01/14	06/30/14	022 8050 100 035	051570	20,000.00		20,000.00			
<b>New Jersey Historical Commission</b>										
Whitall House	07/01/11	06/30/13	022 8049 580 001	497280	196,254		51,465	116,681	18,045	196,254
Red Bank Interpretive Signage	03/15/13	09/01/13	074 2540 100 105	077700	4,404			4,404	360	4,404
Red Bank Interpretive Signage	01/15/14	06/30/14	074 2540 100 105	077700	13,032	6,516	11,077	11,077	12,924	12,924
<b>New Jersey Department of Environmental Protection</b>										
County Environmental Health Act	01/01/13	12/31/13	042 4855 100 075	083130	242,070		189,789	242,070	121,875	242,070
County Environmental Health Act	01/01/13	12/31/13	042 4855 100 072	027050	1,200		1,200	1,200		1,200
County Environmental Health Act	01/01/14	12/31/14	042 4855 100 075	083130	12,320			12,320	12,320	12,320
County Environmental Health Act	07/01/14	06/30/15	UNKNOWN	UNKNOWN	156,000				81,852	81,852
Clean Communities	05/01/14	05/31/15	042 4800 765 005	178920	116,628		116,628	116,628	116,628	116,628
<b>New Jersey Department of Health and Senior Services</b>										
Right to Know	07/01/13	06/30/14	046 4230 100 105	034500	10,798		8,089	10,798	5,442	10,798
Right to Know	07/01/14	06/30/15	046 4230 100 105	034500	10,798		2,700	2,700	2,933	2,933
Special Child Health Case/Case Management	07/01/13	06/30/14	046 4220 100 501	020080	140,727		113,474	140,727	72,121	140,727
Special Child Health Case/Case Management	07/01/13	06/30/14	046 4220 100 484	021060	8,000		8,000	8,000	8,000	8,000
Special Child Health Case/Case Management	07/01/13	06/30/14	046 4220 771 001	027710	4,430		4,430	4,430	4,430	4,430
Special Child Health Case/Case Management	07/01/13	06/30/14	042 4220 100 126	022070	14,216		14,216	14,216	14,216	14,216
Special Child Health Case/Case Management	07/01/14	06/30/15	046 4220 100 501	020080	153,157		24,163	24,163	68,629	68,629
Alcoholism and Drug Abuse	01/01/13	12/31/13	054 7700 100 162	090760	220,796		110,388	220,796	220,796	220,796
Alcoholism and Drug Abuse	01/01/13	12/31/13	054 7700 760 001	090000	358,199	84,550	23,081	354,146	7,696	438,699
Alcoholism and Drug Abuse	01/01/14	12/31/14	054 7700 760 001	090000	430,683	78,948	335,794	335,794	506,723	506,723
Alcoholism and Drug Abuse	01/01/14	12/31/14	054 7700 100 162	090160	125,725		125,725	125,725	125,725	125,725
Alcoholism and Drug Abuse	01/01/14	12/31/14	054 7700 100 162	090160	14,224		14,224	14,224	13,447	14,224
Area Plan Contract	01/01/12	12/31/12	054 7530 491 010	545000	188,525		176,048	188,525	60,439	188,525
Area Plan Contract	01/01/13	12/31/13	054 7530 100 038	550150	98,701		56,576	98,701	15,660	15,660
Area Plan Contract	01/01/13	12/31/13	054 7530 100 038	551550	7,830		7,830	15,660		15,660
Area Plan Contract	01/01/13	12/31/13	054 7530 100 081	550120	126,256		63,128	126,256	17,287	126,256
Area Plan Contract	01/01/13	12/31/13	054 7530 491 009	550150	55,108		55,108	55,108		55,108
Area Plan Contract	01/01/13	12/31/13	054 7530 491 010	554500	13,247		6,623	13,247		13,247
Area Plan Contract	01/01/13	12/31/13	054 7530 491 011	554520	13,926		6,963	13,926		13,926
Area Plan Contract	01/01/13	12/31/13	054 7530 491 013	559360	12,922		6,461	12,922		12,922
Area Plan Contract	01/01/14	12/31/14	054 7530 100 036	550150	363,219		182,332	182,332	371,430	371,430
Area Plan Contract	01/01/14	12/31/14	054 7530 100 038	551550	108,576		52,085	108,576	106,168	106,168
Area Plan Contract	01/01/14	12/31/14	054 7530 491 009	550150	74,658		36,070	74,658	74,285	74,285
Area Plan Contract	01/01/14	12/31/14	054 7530 100 081	550120	80,379		70,701	80,379	80,379	80,379
<b>New Jersey Department of Human Services</b>										
Personal Attendant Services	01/01/14	12/31/14	054 7545 100 005	270010	43,500		43,500	43,500	43,500	43,500
Mental Health Administration	07/01/13	06/30/14	054 7700 100 029	065800	12,000		9,000	12,000	6,000	12,000
Mental Health Administration	07/01/14	06/30/15	054 7700 100 029	065800	12,000		3,000	3,000	6,000	6,000
Human Services Planning Grant	01/01/13	12/31/13	016 1610 100 039	077020	62,770		26,154	62,770	2,960	62,770
Human Services Planning Grant	01/01/14	12/31/14	016 1610 100 039	077020	31,384		26,154	31,384	31,384	31,384
Abused and Missing Children	01/01/13	12/31/13	016 1610 100 039	077020	3,234		3,234	3,234	808	3,234
Abused and Missing Children	01/01/14	12/31/14	016 1610 100 039	077020	1,614		1,350	1,614	1,230	1,614
Abused and Missing Children	01/01/13	12/31/13	016 1610 100 023	010410	36,442		36,442	36,442	36,442	36,442
County Interagency Coordinating Grant	01/01/14	12/31/14	016 1620 100 013	020060	36,442		36,442	36,442	36,442	36,442
Social Services for the Homeless	01/01/12	12/31/12	054 7550 100 072	153550	216,546		6,941	216,546	1,000	216,546
Social Services for the Homeless	01/01/13	12/31/13	054 7550 100 072	153550	235,042		64,990	235,042	3,963	235,042
Social Services for the Homeless	01/01/14	12/31/14	054 7550 100 072	153550	130,086		117,670	130,086	117,670	117,670

\*See accompanying notes to Schedule of Expenditures of Federal Assistance and State Awards\*

COUNTY OF GLOUCESTER  
SCHEDULE OF EXPENDITURES OF STATE AWARDS  
FOR THE YEAR ENDED DECEMBER 31, 2014

Program Title	Grant Period From	Grant Period To	Grantor's Number	Program Number	Award Amount	Cash Match	Current Year Receipts	Cumulative Cash Received	Current Expenditures	Cumulative Expenditures
Prevention of Teen Pregnancy	01/01/14	12/31/14	016 1630 100 039	017020	502	412	412	412	418	418
Prevention of Teen Pregnancy	01/01/14	12/31/14	016 1630 100 033	030160	488	488	488	488	488	488
Homeless Prevention Program	01/01/14	06/30/14	054 7550 100 072	153550	10,622	10,622	10,622	10,622	10,622	10,622
Social Services for the Homeless	07/01/14	06/30/15	054 7550 100 072	153550	282,143	282,143	282,143	282,143	282,143	282,143
Title XX Transportation	01/01/13	12/31/13	016 1610 100 039	017020	50,576	50,576	50,576	50,576	50,576	50,576
Title XX Transportation	01/01/14	12/31/14	054 7545 100 039	270200	37,959	37,959	37,959	37,959	37,959	37,959
Homeless Assistance Program	01/01/13	12/31/13	054 7545 100 072	153550	60,733	60,733	60,733	60,733	60,733	60,733
Homeless Assistance Program	01/01/14	12/31/14	054 7550 100 072	153550	29,330	29,330	29,330	29,330	29,330	29,330
CWA Case Banking Equipment Grant	01/01/14	12/31/14	054 7550 100 072	153550	14,666	14,666	14,666	14,666	14,666	14,666
CWA Case Banking Equipment Grant	09/01/13	06/30/14	054 7550 100 449	152370	5,000	5,000	5,000	5,000	5,000	5,000
<b>New Jersey Department of Children and Families</b>										
Prevention Planning	07/01/12	06/30/13	016 1630 100 024	030050	300,000	300,000	300,000	300,000	300,000	300,000
Prevention Planning	07/01/13	06/30/14	016 1630 100 024	030050	300,000	300,000	300,000	300,000	300,000	300,000
Prevention Planning	07/01/14	06/30/15	016 1630 100 024	030050	300,000	300,000	300,000	300,000	300,000	300,000
<b>New Jersey Transit</b>										
Senior Citizens and Disabled Residents Transportation	01/01/12	12/31/12	N/A	2012.SCDRTAP	572,256	44,956	44,956	572,256	392	572,256
Senior Citizens and Disabled Residents Transportation	01/01/13	12/31/13	N/A	2013.SCDRTAP	655,086	160,978	160,978	642,353	13,087	642,353
Senior Citizens and Disabled Residents Transportation	01/01/14	12/31/14	N/A	2014.SCDRTAP	524,248	446,541	446,541	446,541	485,946	485,946
<b>New Jersey Department of Law and Public Safety</b>										
Body Armor Replacement - Sheriff	11/05/12	03/19/14	066 1020 718 001	090160	8,118	8,118	8,118	8,118	684	8,118
Body Armor Replacement - Sheriff	12/01/13	12/31/14	066 1020 718 001	090160	9,861	9,861	9,861	9,861	9,861	9,861
Body Armor Replacement - Sheriff	11/05/14	03/19/16	066 1020 718 001	090160	7,838	7,838	7,838	7,838	961	961
Insurance Fraud Reimbursement Program	01/01/13	12/31/13	066 1020 100 305	094470	156,987	36,447	36,447	126,356	36,447	126,356
Insurance Fraud Reimbursement Program	01/01/14	12/31/14	066 1020 100 305	094470	144,821	56,539	56,539	56,539	56,539	56,539
Body Armor Replacement - Prosecutors	01/01/12	12/31/12	066 1020 718 001	090160	3,387	3,387	3,387	3,387	749	3,387
Body Armor Replacement - Prosecutors	11/05/12	03/19/14	066 1020 718 001	090160	3,477	3,477	3,477	3,477	1,838	1,838
Body Armor Replacement - Prosecutors	12/01/13	12/31/14	066 1020 718 001	090160	4,495	4,495	4,495	4,495	1,838	1,838
Body Armor Replacement - Prosecutors	11/05/14	03/19/16	066 1020 718 001	090160	3,452	3,452	3,452	3,452	1,838	1,838
Drunk Driving Enforcement Fund	07/01/12	06/30/13	UNKNOW	UNKNOW	15,000	15,000	15,000	15,000	2,808	15,000
Drunk Driving Enforcement Fund	07/01/14	06/30/15	UNKNOW	UNKNOW	15,000	15,000	15,000	15,000	6,369	15,000
Victim Witness Supplemental Grant	10/01/13	10/30/14	066 1020 100 093	095100	28,992	11,918	11,918	11,918	26,992	26,992
Pedestrian Safety & Enforcement Fund	07/01/14	06/30/15	UNKNOW	UNKNOW	30,000	30,000	30,000	30,000	26,992	26,992
Body Armor Replacement - Corrections	11/05/12	03/19/14	066 1020 718 001	090160	11,095	11,095	11,095	11,095	855	11,095
Body Armor Replacement - Corrections	12/01/13	12/31/14	066 1020 718 001	090160	7,578	7,578	7,578	7,578	7,578	7,578
Body Armor Replacement - Corrections	11/05/14	03/19/16	066 1020 718 001	090160	5,729	5,729	5,729	5,729	7,578	7,578
<b>New Jersey Office of Homeland Security</b>										
Weather Monitors - Del River/Fall Project	07/01/14	06/31/16	UNKNOW	UNKNOW	100,000	100,000	100,000	100,000	5,729	105,729
<b>New Jersey Governor's Council on Alcoholism and Drug Abuse</b>										
Municipal Alliance	01/01/13	12/31/13	062 2000 100 044	995120	520,448	196,663	196,663	375,001	34,323	520,448
Municipal Alliance	01/01/14	12/31/14	062 2000 100 044	995120	391,915	391,915	391,915	391,915	358,868	358,868
<b>New Jersey Juvenile Justice Commission</b>										
Family Court Program	01/01/13	12/31/13	066 1500 100 021	340270	144,135	100,554	100,554	144,135	5,135	144,135
Family Court Program	01/01/14	12/31/14	066 1500 100 021	340270	139,262	90,741	90,741	139,262	2,587	139,262
Family Court Program	01/01/14	12/31/14	066 1500 100 007	342000	2,587	2,587	2,587	2,587	2,587	2,587
State/Community Partnership Program	01/01/13	12/31/13	066 1400 100 014	210070	123,791	123,791	123,791	123,791	122,977	122,977
State/Community Partnership Program	01/01/13	12/31/13	066 1500 100 007	342000	161,639	165,639	165,639	161,639	33,127	161,639
State/Community Partnership Program	01/01/14	12/31/14	066 1500 100 007	342000	272,080	174,877	174,877	174,877	271,873	271,873
<b>New Jersey Department of Labor</b>										
Workforce Learning Link	07/01/13	06/30/14	062 4545 787 003	091140	39,000	39,000	39,000	39,000	39,000	39,000
Workforce Learning Link	07/01/14	06/30/15	UNKNOW	UNKNOW	35,000	35,000	35,000	35,000	35,000	35,000
Work First NJ	07/01/12	06/30/13	062 4545 100 322	105410	767,334	36,203	36,203	759,286	759,286	759,286
Work First NJ	07/01/13	06/30/14	062 4545 100 322	105410	768,794	402,921	402,921	718,541	168,229	718,541
Work First NJ	07/01/14	06/30/15	062 4545 100 322	105410	762,634	358,503	358,503	358,503	380,968	380,968
Work First New Jersey - Smart Steps	07/01/13	06/30/14	UNKNOW	UNKNOW	4,013	4,013	4,013	4,013	4,013	4,013

\*See accompanying notes to Schedule of Expenditures of Federal Assistance and State Awards\*

COUNTY OF GLOUCESTER  
SCHEDULE OF EXPENDITURES OF STATE AWARDS  
FOR THE YEAR ENDED DECEMBER 31, 2014

Program Title	Grant Period	Grantor's Number	Program Number	Award Amount	Cash Match	Current Year Receipts	Cumulative Cash Received	Current Expenditures	Cumulative Expenditures
	From	To							
<b>New Jersey Department of Military and Veterans Affairs</b>									
Veterans Transportation	07/01/13	06/30/14	067 3610 100 058	33,000		22,000	33,000	17,252	33,000
Veterans Transportation	07/01/14	06/30/15	067 3610 100 058	30,000		10,000	10,000	14,200	14,200
<b>New Jersey Department of Transportation</b>									
2-H-1 White Bridge	01/01/11	12/31/15	078 6320 480 AK5	400,000			300,000	3,071	400,000
Gloucester County Bridge Rehab Project	10/01/14	12/31/17	UNKNOWN	1,000,000					
FY2014 Transportation Trust	01/01/14	COMPLETE	078 6320 480 ALO	1,000,000					
FY2014 Transportation Trust	01/01/14	COMPLETE	600794	3,674,000		3,674,000	3,674,000	878,620	878,620
FY2013 Transportation Trust	01/01/13	COMPLETE	078 6320 480 ALO	3,674,000				1,910,456	1,910,456
FY2013 Transportation Trust	01/01/13	COMPLETE	600793	3,072,200			3,072,200	742,370	2,872,442
FY2012 Transportation Trust	01/01/12	COMPLETE	UNKNOWN	2,873,000			2,873,000	99,999	2,862,667
FY2011 Transportation Trust	01/01/11	COMPLETE	078 6320 480 AKW	2,873,000			2,873,000		2,756,667
FY2011 Transportation Trust	01/01/11	COMPLETE	600091	100,000			100,000		100,000
FY2010 Transportation Trust	01/01/10	COMPLETE	078 6320 480 AKM	6,090,500			6,090,500	2,445	6,090,500
FY2009 Transportation Trust	01/01/09	COMPLETE	UNKNOWN	2,973,000			2,973,000		2,872,421
				<b>\$ 35,268,620</b>	<b>\$ 177,008</b>	<b>\$ 8,672,515</b>	<b>\$ 31,396,398</b>	<b>\$ 8,930,546</b>	<b>\$ 32,236,806</b>

"See accompanying notes to Schedule of Expenditures of Federal Assistance and State Awards"

**COUNTY OF GLOUCESTER  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDED DECEMBER 31, 2014**

**Section I – Summary of Auditor’s Results (Continued)**

Identification of Major Programs:

<u>Federal CFDA Number</u>	<u>Name of Federal Program</u>
14.228	Community Development Block Grant
14.239	Home Investment Partnership
20.205	Region Wide Transportation GIS Program
20.205	Supportive Regional Highway
20.205	Transportation System Plan and Implementation
20.205	Federal Stimulus Projects
20.205	Hurffville-Crosskeys Road
20.205	Center Street (CR 603) Mantua Twp.
20.205	Clayton-Williamstown Road (CR 610) Resurface
20.205	Gloucester County Multipurpose Trail Ext.
20.205	Woodbury-Glassboro Road
20.205	Tuckahoe Road
20.205	ISTEA
93.558	Work First NJ
93.558	Social Services for the Homeless
97.039	Hazard Mitigation Grant Program

**State Awards**

Dollar threshold used to distinguish between type A and type B programs:

\$300,000

Auditee qualified as low-risk auditee?

\_\_\_\_\_yes      X  no

Type of auditor’s report issued on compliance for major programs:

Unmodified

Internal control over major programs:

1) Material weakness(es) identified?

\_\_\_\_\_yes      X  no

2) Significant deficiencies identified that are not considered to be material weaknesses?

\_\_\_\_\_yes      X  no

Any audit findings disclosed that are required to be reported in accordance with NJ OMB Circular Letter 04-04?

\_\_\_\_\_yes      X  no

**COUNTY OF GLOUCESTER  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDED DECEMBER 31, 2014**

***Section I – Summary of Auditor's Results (Continued)***

Identification of Major Programs:

<u>State Grant Number</u>	<u>Name of State Program</u>
054-7550100-072	Social Services for the Homeless
016-1630-100-024	Prevention Planning
N/A	Senior Citizens & Disabled Residents Transportation
082-2000-100-044	Municipal Alliance
062-4545-100-322	Work First NJ
N/A	Transportation Trust

***Section II – Financial Statement Findings***

None

***Section III – Federal and State Awards Findings and Questioned Costs***

**Federal Awards**

None

**State Awards**

None

**COUNTY OF GLOUCESTER  
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS  
FOR THE YEAR ENDED DECEMBER 31, 2014**

None

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

ORIGINAL  
 MODIFICATION

PROVIDER Gloucester County Division of Disability Services  
 UNIT OF SERVICE: (1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_ (4) \_\_\_\_\_ (5) \_\_\_\_\_ (6) \_\_\_\_\_ (7) \_\_\_\_\_  
 CONTRACT # 16ARHS FROM Jan-01-2016 TC Dec-31-2016

SERVICE PERIOD MONTH YEAR	COMPONENT PASP	COMPONENT	COMPONENT	COMPONENT	COMPONENT	COMPONENT	COMPONENT	COMPONENT	ESTIMATED CLAIMS	
									TOT MONTHLY	ALS YTD
JAN		\$3,625.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,625.00	\$3,625.00
FEB		\$3,625.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,625.00	\$7,250.00
MAR		\$3,625.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,625.00	\$10,875.00
APR		\$3,625.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,625.00	\$14,500.00
MAY		\$3,625.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,625.00	\$18,125.00
JUNE		\$3,625.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,625.00	\$21,750.00
JULY		\$3,625.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,625.00	\$25,375.00
AUG		\$3,625.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,625.00	\$29,000.00
SEPT		\$3,625.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,625.00	\$32,625.00
OCT		\$3,625.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,625.00	\$36,250.00
NOV		\$3,625.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,625.00	\$39,875.00
DEC		\$3,625.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,625.00	\$43,500.00
TOTALS		\$43,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43,500.00	\$43,500.00

AGENCY AUTHORIZED SIGNATURE: \_\_\_\_\_

*Lisa A. Cerny*  
 Lisa A. Cerny

DATE: \_\_\_\_\_

DDS USE ONLY  
 COST RELATED  NON COST RELATED   
 Reimbursement: \_\_\_\_\_  
 periodic on report expenditures  
 installments  
 provisional rate  
 fixed rate

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