

FINAL AGENDA

6:30 p.m. Wednesday, February 17, 2016

Call to Order

Salute to the flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from February 3, 2015.

P-1 Proclamation recognizing the Kingsway Regional High School Marching Band for winning 1st Place at the 2015 US Bands Group 2A National Championship on 11/8/15 **(TO BE PRESENTED)**

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

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

A-1 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF FEBRUARY, 2016.

The Treasurer of Gloucester County submits the bill list for February for Freeholder approval, including ratification of payments made to cover emergency payments made by the Division of Social Services.

Upon approval, the Treasurer is then authorized to render payment to vendors appearing on the list.

A-2 RESOLUTION AUTHORIZING 2015 APPROPRIATION RESERVE BUDGET TRANSFERS.

This Resolution is needed to transfer funds in the 2015 budget.

A-3 RESOLUTION AUTHORIZING THE USE OF GOVDEALS ONLINE AUCTIONS PER STATE CONTRACT #A83453, INDEX #T2581 FOR THE YEAR 2016.

The County has a need to dispose of excess Government Surplus Property. GovDeals handles online auctions for State, County and local Governments. This Resolution authorizes the use of GovDeals Online Auctions to sell government surplus pursuant to State Contract #A83453, index #T2581. The percentage of commissions on items less than \$100,000.00 is 7.5% but not less than \$5.00. For items over \$100,000.00 but less than \$500,000.00 the County agrees to pay 7.5% up to \$100,000.00 and 5.5% for everything up to \$500,000.00.

A-4 RESOLUTION AUTHORIZING THE FILING OF A SPENDING PLAN FOR A 2015 RECYCLING ENHANCEMENT ACT TAX FUND ENTITLEMENT PURSUANT TO P.L. 2007 C.311 ET SEQ.

This Resolution authorizes the filing of a Spending Plan for a Recycling Enhancement Act Tax Entitlement pursuant to P.L. 2007 c.311 et seq. hereinafter, the Act. The Recycling Enhancement Act provides entitlement funds to Counties in the State of New Jersey to prepare, revise and implement comprehensive Solid Waste Management and Recycling Plans. The 2015 Recycling Enhancement Act Tax Entitlement for Gloucester County is \$293,806.00.

A-5 RESOLUTION APPOINTING A MEMBER TO THE GLOUCESTER COUNTY UTILITIES AUTHORITY.

This Resolution will appoint Danielle M. Halpin to the Gloucester County Utilities Authority for a five year term expiring February 1, 2021.

A-6 RESOLUTION APPOINTING A MEMBER TO THE INTERAGENCY COORDINATING COUNCIL FOR CHILDREN.

This Resolution will appoint Rudolph Aikens to the Interagency Coordinating Council for Children for term expiring December 31, 2016.

A-7 RESOLUTION AUTHORIZING THE APPOINTMENT OF MEMBERS TO THE MUNICIPAL ECONOMIC DEVELOPMENT COUNCIL.

This Resolution will appoint Gary Stevenson, Paulsboro; Eshia "Jake" Jacob, Woodbury Heights; and Sandi Rost, West Deptford from January 1, 2016 to December 31, 2016.

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

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

B-1 RESOLUTION AUTHORIZING AWARD OF CONTRACT WITH PROPHOENIX CORPORATION, FROM JANUARY 1, 2016 TO DECEMBER 31, 2016, FOR \$153,561.35.

This Resolution authorizes a contract with ProPhoenix Corporation for the purchase of annual maintenance and support on Computer Aided Dispatch (CAD), Records Management System (RMS), and Mobile Data Systems, along with NJ Code Books, NJDex Interface & Google Mapping Support, from January 1, 2016 to December 31, 2016, for \$153,561.35. CAF #16-01026 has been obtained to certify funds.

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #01-FINAL WITH SOUTH STATE, INC.

This Resolution authorizes and approves a Contract Change Order Decrease #01-Final in the amount of \$166,274.17 between the County and South State, Inc. (202 Reeves Road/P.O. Box 68, Bridgeton, NJ 08312). Contract Change Order Decrease #01-Final is necessitated by and based on adjustment for final as-built quantities, extras, reductions and supplemental items for the project. The overall change order results in a project cost decrease, resulting in a new total contract amount of \$798,318.90, for the Engineering Project "Proposed Resurfacing, Safety Improvements along Barnsboro-Blackwood Road, County Route 603 from County Bridge 4-J-8 to SH Route 55 overpass in the Townships of Mantua and Deptford, Gloucester County," Engineering Project #14-18SA.

C-2 RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION AND GRANT CONTRACT FOR BRIDGE REHABILITATION WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$1,000,000.00.

This Resolution authorizes submission of a Grant Application and execution of a Grant Contract with the New Jersey Department of Transportation for the Gloucester County Bridge Rehabilitation Project. This application is identified as LBFN-2016-Gloucester County Bridge Rehabilitation Project-00005 and will be submitted electronically. This Project involves repairs to seven (7) bridge structures throughout the County of Gloucester utilizing \$1,000,000.00 of the Local Bridge Initiative funding for state fiscal year 2016 and is 100% State Aid funded.

C-3 RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR \$3,674,000.00.

This Resolution authorizes and approves an Agreement between the State of New Jersey and the County of Gloucester for the County Aid Portion of the New Jersey Department of Transportation Trust Fund Authority Act for the Fiscal Year 2016 per Engineering SA-34-01. The Resolution authorizes the County's annual allocation for 2016 from the Transportation Trust Fund in the amount of \$3,674,000.00. The money is anticipated and incorporated into the Department's Capital Budget Request.

C-4 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER INCREASE #02-FINAL WITH ZONE STRIPING, INC.

This Resolution will authorize a Contract Change Order Increase #02-Final with Zone Striping, Inc., 501 New Jersey Avenue, Glassboro, NJ 08028, in the amount of \$54,222.01 for the project "Countywide State Aid Roadway Safety Project, Gloucester County," (Engineering Project #14-15SA), based on final as built conditions necessitated by increases and decreases in items and supplemental items, resulting in a new contract amount of \$453,887.48. CAF# 16-01093 has been obtained to certify funds.

C-5 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE TOWNSHIP OF DEPTFORD FROM FEBRUARY 17, 2016 TO FEBRUARY 16, 2017 FOR \$50,000.00.

This Resolution authorizes execution of a Municipal Agreement with the Township of Deptford for a Public Facilities Project for the reconstruction of Kelly Drive from Cooper Street to the Lakebridge Road using Community Development Block Grant Funds through the Department of Public Works/Planning Division from February 17, 2016 to February 16, 2017 for \$50,000.00. CAF# 16-01149 has been obtained to certify funds.

DEPARTMENT OF EDUCATION

FREEHOLDER BARNES
FREEHOLDER JEFFERSON

DEPARTMENT OF PARKS &
LAND PRESERVATION

FREEHOLDER DIMARCO
FREEHOLDER CHILA

E-1 RESOLUTION AUTHORIZING A TWO YEAR EXTENSION OF A CONTRACT WITH RON JAWORSKI'S RIVERWINDS GOLF & TENNIS CLUB, FROM MAY 6, 2016 TO MAY 5, 2018 AT NO COST TO THE COUNTY.

This Resolution extends the Contract with Ron Jaworski's Riverwinds Golf & Tennis Club, 270 Eagle Point Road, West Deptford, NJ, to develop and implement tennis clinics at James G. Atkinson Park, for participants ages 9 to adult for the Gloucester County Department of Parks and Recreation. The Contract was originally awarded under PD-015-013 and was entered into on May 6, 2015. The program is offered at no cost to the County, with participant application/sign-ups completed directly through the Vendor. This Resolution exercises County's two (2) year extension option from May 6, 2016 through May 5, 2018.

DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES

FREEHOLDER CHRISTY
FREEHOLDER DIMARCO

F-1 RESOLUTION AUTHORIZING THE PURCHASE AND DELIVERY OF AMMUNITION FROM EAGLE POINT GUN/TJ MORRIS & SON THROUGH STATE CONTRACT #A81296 IN AN AMOUNT NOT TO EXCEED \$200,000.00 FROM MARCH 1, 2016 TO FEBRUARY 28, 2017.

This Resolution authorizes the purchase and delivery of ammunition to be utilized by employees of the Gloucester County Prosecutor's Office, the Sheriff's Department and the Department of Correctional Services for purposes of qualification and duty use.

F-2 RESOLUTION AUTHORIZING A TWO YEAR EXTENSION OF A CONTRACT WITH PROKURE SOLUTIONS, LLC, FROM MARCH 5, 2016 TO MARCH 4, 2018 IN AN AMOUNT NOT TO EXCEED \$20,000.00 PER YEAR.

This Resolution extends the Contract with Prokure Solutions, LLC, 650 North Cannon Avenue, Lansdale, PA, for the supply and delivery of various cleaning solutions to the County. The Contract was originally awarded under PD# 014-004 and entered into on March 5, 2014, in an amount not to exceed \$20,000.00 per year. This Resolution exercises County's two (2) year extension option from March 5, 2016 to March 4, 2018 in an amount not to exceed \$20,000.00 per year.

F-3 RESOLUTION AUTHORIZING A CONTRACT WITH REMINGTON & VERNICK ENGINEERS, INC., FROM FEBRUARY 17, 2016 TO FEBRUARY 16, 2017 IN AN AMOUNT NOT TO EXCEED \$20,000.00.

This Resolution authorizes a Contract with Remington & Vernick Engineers, Inc., 232 Kings Highway East, Haddonfield, NJ, for Electrical/Mechanical and HVAC Consulting Services per RFP# 016-019 in an amount not to exceed \$20,000.00 from February 17, 2016 to February 16, 2017.

DEPARTMENT OF HEALTH &
HUMAN SERVICES

FREEHOLDER JEFFERSON
FREEHOLDER BARNES

G-1 RESOLUTION AUTHORIZING STATE AREA PLAN GRANT CONTRACTS WITH VARIOUS ENTITIES FROM JANUARY 1, 2016 TO DECEMBER 31, 2016.

This Resolution authorizes the execution of Contracts, awarded by RFP 16-040, for the provision of various programs and services, through the County Division of Senior Services, for the seniors of the County from January 1, 2016 to December 31, 2016, as follows: **Gloucester County Division of Transportation Services**, 115 Budd Blvd, West Deptford, N.J. 08096, for the provision of the Non-Emergency Medical Transportation Program (# 003) in an amount not to exceed \$40,940.00 (Grant Funds \$39,000.00 (IIIB); Local Public Match \$1,440.00; Estimated Client Donation \$500). **Gloucester County Division of Transportation Services**, 115 Budd Blvd, West Deptford, N.J. 08096, for the provision of the Blind/Visually Impaired Transportation Program (#035) to the elderly on behalf of the Gloucester County Division of Senior Services in an amount not to exceed \$11,600.00 (Grant Funds \$11,500.00 (IIIB); Estimated Client Donation \$100.00). **Gloucester County Division of Transportation Services**, 115 Budd Blvd, West Deptford, N.J. 08096, for the provision of the Escorted Transportation Program (#060) in an amount not to exceed \$30,031.00 (Grant Funds \$27,136.00 (SHTP); Local Public Match \$2,795.00; Estimated Client Donation \$100.00). **Gloucester County Department of Health**, 204 East Holly Ave., Sewell, N.J. 08080, for the provision of the Physical Activity/Tai Chi & Walking Exercise Program (#008) in an amount not to exceed \$17,653.00 (Grant Funds \$15,157.00 (IIID); Local Public Match \$2,446.00; Estimated Client Donations \$50.00). **Gloucester County Department of Health**, 204 East Holly Ave., Sewell, N.J. 08080, for the provision of the Senior Health Connection Program (#009) in an amount not to exceed \$15,300.00 (Grant Funds \$14,400.00 (IIIB); Local Public Match \$800.00; Estimated Client Donations \$100.00); **Evergreen Court Adult Day Service**, 551 North Evergreen Ave., Woodbury, N.J. 08096 to provide an Adult Day Care Program (#007) in an amount not to exceed \$28,700.00 (Grant Funds: \$26,000.00 (III B); Local Private Match: \$2,600.00; Estimated Client Donations: \$100.00). **Visiting Nurse and Hospice Services Inc.**, 204 Creek Crossing Road, Hainesport, N.J. 08036, for the provision of the Personal Care/ Homemaker Services Program (# 084) in an amount not to exceed \$50,100.00 (Grant Funds \$50,000.00 (IIIB); Estimated Client Donations \$100.00).

G-2 RESOLUTION AUTHORIZING AN APPLICATION TO NEW JERSEY WIC SERVICES FOR A "MINI GRANT" OF \$1,500.00 FOR THE SENIOR FARM MARKET VOUCHER PROGRAM FROM JUNE 1, 2016 TO SEPTEMBER 30, 2016.

This Resolution authorizes an application to the New Jersey Department of Human Services, New Jersey Women, Infants and Children (WIC) Services for the Senior Farmers Market Voucher Program, in the amount of \$1,500.00 for the period June 1, 2016 to September 30, 2016. The funding will enable the Division of Senior Services to defray the costs of administering the Senior Farm Market Voucher Program, which provides Farm Market Vouchers to eligible seniors residing in the County.

G-3 RESOLUTION AUTHORIZING THE PURCHASE OF POSTAGE SUPPLIES FOR THE DIVISION OF SOCIAL SERVICES THROUGH STATE CONTRACT #A75237 FROM PITNEY BOWES IN AN AMOUNT NOT TO EXCEED \$155,400.00 FROM JANUARY 1, 2016 TO DECEMBER 31, 2016.

The County Division of Social Services has a need for postage and postage supplies which are necessary to conduct the business of County government. The purchase is as per State Contract #A75237 in an amount not to exceed \$155,400.00 from January 1, 2016 to December 31, 2016.

G-4 RESOLUTION AUTHORIZING EXECUTION OF A CERTIFICATION OF DEBARMENT FOR THE PURPOSE OF RECEIVING FEDERAL FUNDING FOR THE ADMINISTRATION AND CASE MANAGEMENT OF VARIOUS WORK FIRST NEW JERSEY PROGRAMS.

This Resolution authorizes the execution by the Freeholder Director of a certification of debarment so that the County may receive federal funding for the administration and case management of various Work First New Jersey programs, which are administered by the Division of Social Services. As per the requirements of the State Department of Human Services, Division of Family Development, which allocates the funds, as part of the funding allocation process the County is required to sign a "certification of debarment" stating that neither the County nor its principals are prohibited by the federal government from participating in the transaction.

Old Business

New Business

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

Adjournment

Gloucester County

Board of Chosen Freeholders

Proclamation

~ In Honor Of ~

Kingsway Regional High School Marching Band

2015 US Bands Group 2A National Championship ~ First Place

WHEREAS, on November 8, 2015 the Kingsway Regional High School Marching Band competed at Delaware State University for the US Bands Group 2A National Championship and came in First Place with a score of 97.1, the highest score in school history. With their performance of "Voodoo in the Bayou", featuring original music written for the band by Ryan Williams, they also won awards for Best Music, Best Overall Effect and Best Percussion; and

WHEREAS, the Kingsway Regional High School Marching Band consists of 55 band members and is led by Nicholas Kline, who was hired by the Kingsway Regional School District in the summer of 2010 as a High School Music Teacher, High School/Middle School Orchestra Director and the Marching Band Director. He is supported by Assistant Director, Joe Henderson, and Ashley Blubaugh, Emily Bruce, Dan Cuning, Hana Ernest, John Forte, Jay Jacobson, Brian Seemann and Tom Stelling; and

WHEREAS, the Kingsway Regional High School Marching Band competes in the US Bands Competitive Circuit in the Class 2A Division and has seen regular success since 2010, garnering impressive titles annually; and

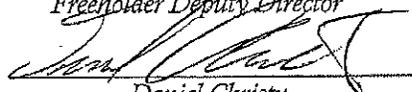
- 2010-2011 ~ Silver Medalists at NJ State and National Championships*
- 2011-2012 ~ NJ State Champions and Silver Medalist at National Championships*
- 2012-2013 ~ Silver Medalists at NJ State and National Championships*
- 2013-2014 ~ Bronze Medalists at NJ State and National Championships*
- 2014-2015 ~ 6th Place Finishers at NJ State and National Championships*

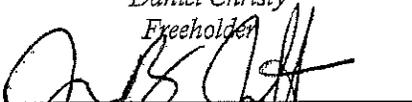
WHEREAS, the Kingsway Regional High School Marching Band saw their greatest successes during the 2015-2016 competitive season: First Place on 9/19/15 winning Best Music, Best Overall Effect, Best Percussion and Best Visual at the Absegami High School Competition; First Place on 10/4/15 winning Best Music and Best Overall Effect at the Williamstown High School Competition; First Place on 10/10/15 winning Best Music, Best Overall Effect and Best Visual at the Lenape High School Competition; First Place on 10/24/15 winning Best Color Guard, Best Music, Best Overall Effect, Best Percussion and Best Visual at the Robbinsville High School Competition; Silver Medalist on 10/31/15 winning Best Percussion at the US Bands Group 2A NJ State Championships and First Place on 11/1/15 winning Best Color Guard, Best Music, Best Overall Effect, Best Percussion and Best Visual at the US Bands Preview of National Championships; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby recognize and congratulate the Kingsway Regional High School Marching Band on winning First Place at the 2015 US Bands Group 2A Championship, Best Overall Effect, Best Music and Best Percussion on November 8, 2015!

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 17th day of February, 2016.

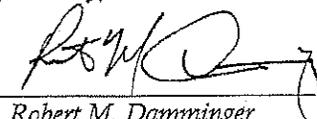

Giuseppe (Joe) Chila
Freeholder Deputy Director


Daniel Christy
Freeholder

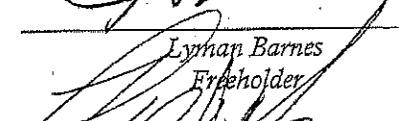

James B. Jefferson
Freeholder

Attest:

Chad M. Bruner, Administrator/Clerk of the Board


Robert M. Damming
Freeholder Director


Lyman Barnes
Freeholder


Frank J. DiMarco
Freeholder


Heather Simmons
Freeholder

MINUTES

6:30 p.m. Wednesday, February 3, 2016

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 January 20, 2016

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

Comments: N/A

49688 Proclamation honoring the Gloucester County 4-H Member Participants on achievements made at various 2015 NJ State 4-H Animals Shows. (DiMarco) (To be 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		
Christy			X		
DiMarco			X		
Simmons		X	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

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER
FREEHOLDER CHILA

49689 RESOLUTION AUTHORIZING SETTLEMENT BY AND BETWEEN THE COUNTY AND THE ESTATE OF WILLIAM BLACKMAN ET AL.

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

Comments: N/A

49690 RESOLUTION DETERMINING THE ANNUAL APPROPRIATION FOR THE ESTABLISHMENT AND MAINTENANCE OF THE COUNTY LIBRARY FOR THE YEAR 2016.

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

Comments: N/A

49691 RESOLUTION AUTHORIZING THE AUCTION OF LAND OWNED BY THE COUNTY DESIGNATED AS 55 DELAWARE STREET, BLOCK 78, LOT 5.01 IN THE CITY OF WOODBURY.

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

Comments: N/A

49692 RESOLUTION AUTHORIZING STATE CONTRACT #A40116 WITH HEWLETT PACKARD ENTERPRISES FROM JANUARY 1, 2016 TO DECEMBER 31, 2016 IN AN AMOUNT NOT TO EXCEED \$50,000.00.

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

Comments: N/A

49693 RESOLUTION AUTHORIZING STATE CONTRACT #A89774 WITH HEWLETT PACKARD, INC. FROM JANUARY 1, 2016 TO DECEMBER 31, 2016 IN AN AMOUNT NOT TO EXCEED \$100,000.00.

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

Comments: N/A

49694 RESOLUTION AUTHORIZING A CONTRACT WITH JOHN ALICE, ESQUIRE FROM JANUARY 1, 2016 TO DECEMBER 31, 2016, IN AN AMOUNT NOT TO EXCEED \$25,000.00.

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

Comments: N/A

49695 RESOLUTION AUTHORIZING A CONTRACT WITH THE LAW OFFICES OF MICHAEL J. SILVANO, LLC FROM JANUARY 1, 2016 TO DECEMBER 31, 2016, IN AN AMOUNT NOT TO EXCEED \$35,000.00.

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

Comments: N/A

49696 RESOLUTION AUTHORIZING A CONTRACT WITH AMBASSADOR MEDICAL SERVICE, INC., FROM JANUARY 1, 2016 TO DECEMBER 31, 2016 IN AN AMOUNT NOT TO EXCEED \$30,000.00.

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

Comments: N/A

49697 RESOLUTION APPOINTING A MEMBER TO THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY.

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

Comments: N/A

49698 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEALS.

	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

49699 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO FLEET ANALYTICS, LLC, FROM FEBRUARY 3, 2016 TO FEBRUARY 2, 2017, IN AN AMOUNT NOT TO EXCEED \$33,000.00.

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

Comments: N/A

49700 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO THE RED UNIFORM TAILOR, INC., FROM FEBRUARY 3, 2016 TO FEBRUARY 2, 2019, IN AN AMOUNT NOT TO EXCEED \$200,000.00 PER YEAR.

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

Comments: N/A

49701 RESOLUTION AUTHORIZING APPLICATION TO DEPARTMENT OF LAW & PUBLIC SAFETY, DIVISION OF NJ STATE POLICE AND ACCEPTANCE OF FY2015 GRANT, IN THE TOTAL AMOUNT OF \$110,000.00, FROM JULY 1, 2015 TO JUNE 30, 2016.

	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 ECONOMIC DEVELOPMENT
& PUBLIC WORKS

FREEHOLDER SIMMONS
FREEHOLDER CHRISTY

49702 RESOLUTION AUTHORIZING A REVISION TO THE COMMUNITY DEVELOPMENT PY2014 ANNUAL ACTION PLAN AND APPROVING A CHANGE IN CDBG PUBLIC FACILITIES PROJECTS.

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

Comments: N/A

49703 RESOLUTION AUTHORIZING AMENDMENTS TO THE 2014 AND 2015 AGREEMENTS WITH U.S. DEPARTMENT OF AGRICULTURE FOR THE USDA HOUSING PRESERVATION GRANT.

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

Comments: N/A

49704 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #01-FINAL WITH R.E. PIERSON CONSTRUCTION CO., INC.

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

Comments: N/A

49705 RESOLUTION AUTHORIZING THE AGREEMENT MODIFICATION #01 TO FEDERAL AID AGREEMENT 12-DT-BLA-637 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION TO INCREASE FUNDING BY \$90,425.00.

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

Comments: N/A

49706 RESOLUTION AUTHORIZING A CONTRACT WITH ZONE STRIPING, INC. FOR \$401,333.77.

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

Comments: N/A

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

49707 RESOLUTION AUTHORIZING A ONE YEAR EXTENSION OF A CONTRACT WITH JDJ PETS, D/B/A PETS PLUS, FROM FEBRUARY 5, 2016 TO FEBRUARY 4, 2017 IN AN AMOUNT NOT TO EXCEED \$35,000.00.

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

Comments: N/A

49708 RESOLUTION AUTHORIZING A CONTRACT WITH AVS INSTALLATIONS, LLC FOR \$20,083.00.

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

Comments: N/A

49709 RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, MEGAN'S LAW AND LOCAL LAW ENFORCEMENT ASSISTANCE COMPONENT GRANT #JAG 1-9-14, IN THE AMOUNT OF \$7,764.00 FROM APRIL 1, 2016 to MARCH 31, 2017.

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

Comments: N/A

49710 RESOLUTION AUTHORIZING THE REVISED GRANT PERIOD FOR 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 GRANT.

	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

49711 RESOLUTION AUTHORIZING STATE AREA PLAN GRANT CONTRACTS WITH VARIOUS ENTITIES FROM JANUARY 1, 2016 TO DECEMBER 31, 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

49712 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT WITH GLASSBORO PUBLIC SCHOOLS.

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

Comments: N/A

49713 RESOLUTION AUTHORIZING CONTRACTS FOR HUMAN SERVICES, FROM JANUARY 1, 2016 TO DECEMBER 31, 2018.

	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

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

Adjournment 6:54 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 AUTHORIZING APPROVAL OF THE
BILL LISTS FOR THE MONTH OF FEBRUARY 2016**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester has received and reviewed the Bill List for the County as prepared, reviewed and approved by the County Treasurer for the monthly period ending February 12, 2016; and

WHEREAS, the County Treasurer has received and reviewed the Bill List for the Division of Social Services, including daily payments made by the Division and Administrative payments to be issued, which List has been reviewed and approved by the Division of Social Services Finance Officer, the Division of Social Services Director and the County Treasurer, for the monthly period ending February 12, 2016.

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

BE IT FURTHER RESOLVED that the Division of Social Services' Bill List for the period ending February 12, 2016, as prepared, reviewed and approved by the Social Services Finance Officer, the Social Services Director and the County Treasurer, which List includes ratification of prior emergency payments made, is hereby approved and said Treasurer is authorized to render payment to each vendor appearing on said list.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 17, 2016, 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 APPROPRIATION
RESERVE BUDGET TRANSFERS**

WHEREAS, the County Treasurer has recommended the following 2015 appropriation reserve budget transfers in the total amount of \$53,656.00, as more particularly set forth herein; and

WHEREAS, the proposed 2015 appropriation reserve budget transfers have been reviewed by the County Administrator, and County Treasurer, who have given their approval of same; and

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

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

1. The Board of Chosen Freeholders of the County of Gloucester hereby authorizes the following 2015 appropriation reserve budget transfers:

TRANSFER FROM

Animal Shelter – S&W	3,656.00
Water – OE	27,000.00
Sewer – OE	<u>23,000.00</u>
	\$ 53,656.00

TRANSFER TO

Animal Shelter – OE	3,656.00
Electricity – OE	<u>50,000.00</u>
	\$ 53,656.00

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

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 17, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

43

**RESOLUTION AUTHORIZING THE USE OF GOVDEALS ONLINE AUCTIONS PER
STATE CONTRACT #A83453, INDEX #T2581 FOR THE YEAR 2016**

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment, through a State Contract without the need for public bidding and New Jersey State Contract #A83453 provides for the sale of surplus property through GovDeals Online Auctions; and

WHEREAS, the County of Gloucester (hereinafter the "County") seeks to sell certain surplus property; and

WHEREAS, it has been determined that the County can sell the property through GovDeals Online Auction under the following sale terms: the percentage of commissions on items less than \$100,000.00 is 7.5%, but not less than \$5.00; and for items over \$100,000.00, but less than \$500,000.00, the percentage of commissions is 7.5% up to \$100,000.00, and 5.5% for everything over \$100,000.00 up to \$500,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to sell surplus property through GovDeals Online Auctions pursuant to State Contract #A83453 under the following sale terms: the percentage of commissions on items less than \$100,000.00 is 7.5%, but not less than \$5.00; and for items over \$100,000.00, but less than \$500,000.00 the percentage of commissions is 7.5% up to \$100,000.00, and 5.5% for everything over \$100,000.00 up to \$500,000.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 17, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

A-4

**RESOLUTION AUTHORIZING THE FILING OF A SPENDING PLAN
FOR A 2015 RECYCLING ENHANCEMENT ACT TAX FUND ENTITLEMENT
PURSUANT TO P.L. 2007 C.311 ET SEQ.**

WHEREAS, P.L. 2007 c.311 et seq. provides for the awarding of Recycling Enhancement Act Tax Entitlements by the New Jersey Department of Environmental Protection to designated Solid Waste Management Districts to assist them in the preparation, revision and implementation of comprehensive Solid Waste Management and Recycling plans; and

WHEREAS, the Gloucester County Improvement Authority desires such financial assistance to fulfill its responsibilities under the Solid Waste Management Act and Recycling Enhancement Act.

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

1. That a Spending Plan be submitted to the Solid and Hazardous Waste Management Program for a **2015 Recycling Enhancement Act Tax Entitlement** in the amount of **\$293,806.00**; and
2. That the County Recycling/HSW Coordinator of the Gloucester County Improvement Authority is hereby authorized and directed to execute and file such spending plan with the New Jersey Department of Environmental Protection, to provide additional information and furnish such documents as may be required; to execute such documents as are required; and to act as the authorized correspondent of the Gloucester County Solid Waste Management District; and
3. That the Gloucester County Improvement Authority has been or will be designated by the Gloucester County Board of Chosen Freeholders as the implementing agency to perform the Recycling Enhancement Act Tax Entitlement; and
4. That Gloucester County, which is designated as a Solid Waste Management District, agrees to the filing of a spending plan consistent with all applicable laws, rules and regulations; and
5. That the Gloucester County Solid Waste Management District hereby accepts the terms and conditions set for the Act and the guidelines promulgated under it.

ADOPTED at a meeting of the Gloucester County Board of Chosen Freeholders, on Wednesday, February 17, 2016, in Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

**RESOLUTION APPOINTING A MEMBER TO THE
GLOUCESTER COUNTY UTILITIES AUTHORITY**

A.5

WHEREAS, there is a requirement to appoint members to serve on the Gloucester County Utilities Authority; and

WHEREAS, there exists a current vacancy on the Gloucester County Utilities Authority.

NOW, THEREFORE BE IT RESOLVED by the Board of Chosen Freeholders that **DANIELLE M. HALPIN** be and is hereby appointed as members of the Authority to fill a five-year term, commencing February 2, 2016 and terminating February 1, 2021; and

BE IT FURTHER RESOLVED that said appointment be subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 17, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

Al

**RESOLUTION APPOINTING A MEMBER TO THE
INTERAGENCY COORDINATING COUNCIL FOR CHILDREN**

WHEREAS, the Board of Chosen Freeholders established an INTER-AGENCY
COORDINATING COUNCIL FOR CHILDREN in 1991 to assist in coordinating and providing
of services to emotionally disturbed children and adolescents; and

WHEREAS, the members of said Council serve from year to year at the pleasure of the
Board;

WHEREAS, there currently exists a vacancy on the Interagency Coordinating Council
for Children.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the
County of Gloucester that **RUDOLPH AIKENS** be appointed and serve as a member of said
Council for a one year term beginning January 1, 2016 and terminating December 31, 2016.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of
Gloucester held on Wednesday, February 17, 2016 in Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

A-7

RESOLUTION AUTHORIZING THE APPOINTMENT OF MEMBERS TO THE MUNICIPAL ECONOMIC DEVELOPMENT COUNCIL

WHEREAS, the Gloucester County Economic Development Council consists of one representative from each participating municipality, with the representatives being designated by the respective Municipality's governing body; and

WHEREAS, the membership of the Council shall serve at the pleasure of the Board of Chosen Freeholders.

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

1. That the Board hereby authorizes and approves the appointments of the following citizens as members of the Gloucester County Municipal Economic Development Council for a term of one (1) year from January 1, 2016 to December 31, 2016.

Gary Stevenson
Sandi Rost
Eshia "Jake" Jacob

Paulsboro
West Deptford
Woodbury Heights

2. That the Freeholder Director be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to any documents necessary in order to effectuate the purpose of this Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 17, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

B-1

RESOLUTION AUTHORIZING AWARD OF CONTRACT WITH PROPHOENIX CORPORATION, FROM JANUARY 1, 2016 TO DECEMBER 31, 2016, FOR \$153,561.35

WHEREAS, the County has a need to contract for the purchase of annual maintenance and support on Computer Aided Dispatch (CAD), Records Management System (RMS), and Mobile Data Systems, along with NJ Code Books, NJDex Interface & Google Mapping Support; and

WHEREAS, the Gloucester County Office of Emergency Response has recommended that said services be provided by ProPhoenix Corporation, 502 Pleasant Valley Avenue, Suite 1, Moorestown, New Jersey 08057; and

WHEREAS, the contract is for a total amount of \$153,561.35, from January 1, 2016 to December 31, 2016; and

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds in the amount of \$153,561.35, pursuant to C.A.F. # 16-01026, which amount, shall be charged against budget line item 6-01-25-250-20370; and

WHEREAS, this service related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to computer systems previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of contract with ProPhoenix Corporation for the purchase of annual maintenance and support on Computer Aided Dispatch (CAD), Records Management System (RMS), and Mobile Data Systems, along with NJ Code Books, NJDex Interface & Google Mapping Support, from January 1, 2016 to December 31, 2016, for \$153,561.35.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 17, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

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

B-1

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
PROPHOENIX CORPORATION**

THIS CONTRACT is made effective the 17TH day of February, 2016, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **PROPHOENIX CORPORATION**, with a mailing address of 502 Pleasant Valley Avenue, Suite 1, Moorestown, New Jersey 08057, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, the County has a need to contract for the purchase of annual maintenance and support on Computer Aided Dispatch (CAD), Records Management System (RMS), and Mobile Data Systems, along with NJ Code Books, NJDex Interface & Google Mapping Support; and

WHEREAS, the supplies and services related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to existing computer systems in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

WHEREAS, Vendor represents that it is qualified to perform said services and desires to 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 Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM**. The contract shall be from January 1, 2016 to December 31, 2016.
2. **COMPENSATION**. Vendor shall be compensated pursuant to Attachment A, attached hereto, for a total contract amount of \$153,561.35.

Vendor shall be paid in accordance with this Contract document upon date 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 Vendor shall be considered a release in full of claims against the County arising out of, or by reason, the work done and materials furnished under this Contract.

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in Attachment A, which is incorporated in its entirety and made a part of this contract. Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of any specifications, which may have been issued by the County of Gloucester in connection with the work to be performed.

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

The Vendor 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 vendor 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 Vendor 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 Vendor or Subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, 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 Vendor 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 Vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Vendor 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 Vendor 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 Vendor 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, Vendor 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.

Vendor 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 Vendor or its agents.

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

A. If Vendor 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 Vendor'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.

B. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor 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 Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

C. 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.

D. Notwithstanding the above, the Vendor 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 Vendor.

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

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, 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.

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and 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 personal injury, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property of third parties sustained in connection with this contract which results from any negligent acts or omissions of any of its officers, directors, employees, agents, servants or independent contractors. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Vendor based on the merits and abilities of Vendor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

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

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor 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. Vendor 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. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that either party is prevented from performing this Contract by circumstances beyond its control, then any obligations owing such party to the other party shall be suspended without liability for the period during which the party is so prevented.

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

13. **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.

14. **CHANGES.** This Contract may be modified by 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.

15. **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.

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

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

18. **CONFIDENTIALITY.** Vendor 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.

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

20. **NEW JERSEY LAW.** This Contract shall be interrupted in accordance with the Laws of the State of New Jersey.

20. **CONTRACT PARTS.** Attached hereto and incorporated herein are various appendices, schedules and attachments (collectively, "the attachments") which provide details of the vendor's obligations concerning reporting requirements, record keeping and the like. Also incorporated herein are any other specifications issued by the County in connection with this contract. If there is a conflict between any of the attachments and the specifications the specifications will control. If there is a conflict between any of the attachments or the specifications and the Contract, then this Contract will control.

THIS CONTRACT is effective as of the 17th day of February, 2016.

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 Vendor 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:

PROPHOENIX CORPORATION

BY:
TITLE:

ATTACHMENT A



ProPhoenix Corporation
502 Pleasant Valley Ave, Suite 1
Moorestown, NJ 08057
Phone: 609-953-6850
Fax: 609-953-5311
Web: www.prophoenix.com

**Estimate for Annual Support
and Maintenance for the Period
01/01/16 to 01/01/17**

ESTIMATE#: 1500-2016

Issue Date: 10/23/2015

Amount:	153,561.35
Due Date:	01/01/2016

Gloucester County Emergency Services

1200 N. Delsea Drive
Clayton, NJ 08312

Attention: Bruynell, Steven M
Email: sbruynell@co.gloucester.nj.us
Phone#: 856-307-7100

Item Details	Amount
09-000079 Phoenix CAD, RMS & Mobile (Enterprise) - Draft	146,943.85
13-000147 NJ Code Books (Updated)	530.00
10-000097 NJDex Interface	2,650.00
14-000150 Google Mapping Support	3,437.50
Total	153,561.35

If you have any questions related to this estimate, please contact Jeff Reit at jeff@prophoenix.com or Ryan Schiffino at ryan.schiffino@prophoenix.com

1

BUSINESS ENTITY DISCLOSURE CERTIFICATION

Contracting Agency: County of Gloucester

N.J.S.A. 19:44A-20-4 et seq., commonly known as the New Jersey Local Unit Pay-to-Play Law, provides that Gloucester County may not award a contract for more than \$17,500.00 to any business entity which has made certain reportable campaign contributions unless the contract is awarded pursuant to a fair and open process.

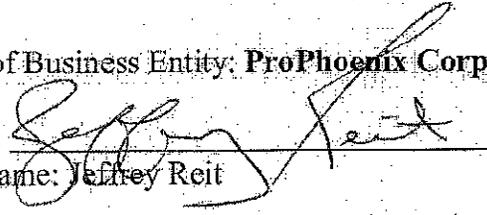
Reportable campaign contributions (as defined by N.J.S.A. 19:44A-1 et seq.) may not have been made to any County committee of a political party in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County at the time that the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

The law further prohibits the business entity receiving the contract from making such contributions during the term of the contract, unless the contract is awarded pursuant to a fair and open process.

Having considered the limitations set forth above, the undersigned business entity hereby certifies that neither it nor anyone with an interest in it has, during the one year period preceding the award of the contract, made such a reportable contribution that would bar the award of a contract to it. The undersigned further certifies that neither it, nor anyone within an interest in it, will make any such contribution during the term of the contract awarded.

The undersigned is fully aware that if he/she has made any misrepresentation in this certification, he/she and/or the business entity will be liable for any penalty permitted under the law.

Name of Business Entity: **ProPhoenix Corporation**

Signed: 

Print Name: Jeffrey Reit

Title: Executive Vice President

Date: February 3, 2016

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

PARTIAL SCHEDULE OF RELEVANT STATUTES

19:44A-20.6. Person as business entity; contributions by spouse or child of person; contributions by persons having interest in business

When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7. Definitions

As used in sections 2 through 12 of this act: [FN1]

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

"fair and open process" means, at a minimum, that the contract shall be: publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. The decision of a public entity as to what constitutes a fair and open process shall be final.

"State agency in the Legislative Branch" means the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch.

19:44A-20.8. Duty to report contributions

a. Prior to awarding any contract, except a contract that is awarded pursuant to a fair and open process, a State agency in the Legislative Branch, a county, or a municipality shall require the business entity to which the contract is to be awarded to provide a written certification that it has not made a contribution that would bar the award of a contract pursuant to this act.

PARTIAL SCHEDULE OF RELEVANT STATUTES

b. A business entity shall have a continuing duty to report to the Election Law Enforcement Commission any contributions that constitute a violation of this act that are made during the duration of a contract.

19:44A-20.9. Repayment of contribution

If a business entity makes a contribution that would cause it to be ineligible to receive a public contract or, in the case of a contribution made during the term of a public contract, that would constitute a violation of this act, the business entity may request, in writing, within 60 days of the date on which the contribution was made, that the recipient thereof repay the contribution and, if repayment is received within those 60 days, the business entity would again be eligible to receive a contract or would no longer be in violation, as appropriate.

19:44A-20.10. Violation of act by business entity; penalty

A business entity which is determined by the Election Law Enforcement Commission to have willfully and intentionally made a contribution or failed to reveal a contribution in violation of this act may be liable to a penalty of up to the value of its contract with the public entity and may be debarred by the State Treasurer from contracting with any public entity for up to five years.

POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

New Jersey Law, provides that Gloucester County may not enter into a contract for more than \$17,500.00 (except contracts that are required by law to be publicly advertised for bids) with any business entity unless the County receives from that business entity a Political Contribution Disclosure Form.

The Disclosure Form requires the business entity to list political contributions that are set forth in N.J.S.A. **19:44A-20.26** and are reportable by the recipient pursuant to the provisions of N.J.S.A. 19:44A-1 et seq., and that were made by the business entity during the preceding 12 month period.

A business entity contracting with a county, independent authority, or board of election shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

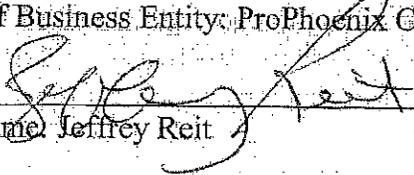
Accordingly, as a business entity to whom a contract may be awarded by the County, you are required to include with your contract proposal a list of all such contributions made during the preceding 12 months, indicating the date and amount of each contribution and the name of the recipient of each contribution.

Please list all such contributions below. (If no such contributions have been made, indicate "None"):

Date	Amount	Recipient's Name
NONE		

By signing below, you are certifying that the information you have provided is accurate, and that you are aware that if you have made any misrepresentation in this certification, then you and/or your business entity will be liable for any penalty permitted under the law.

Name of Business Entity: ProPhoenix Corporation

Signed: 

Print Name: Jeffrey Reit

Title: Executive Vice President

Date: February 3, 2016

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

PARTIAL SCHEDULE OF RELEVANT STATUTES

N.J.S.A. 19:44A-20.26 Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L. 1973, c.83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12-month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

PARTIAL SCHEDULE OF RELEVANT STATUTES (continued)

c. As used in this section:

“business entity” means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

“State agency” means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission, or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

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

Certificate of Availability of Funds

TREASURER'S NO. 16-01026 DATE 2/3/16

BUDGET NUMBER - CURRENT YR 6-01-25-250-20370 B _____ DEPARTMENT Emerg. Response

AMOUNT OF CERTIFICATION 153,561.35 COUNTY COUNSEL Tom Campo

DESCRIPTION: Annual maintenance and support on Computer Aided Dispatch, Records management, and mobile data systems along with NJ Code books, NJDEX Interface & Google mapping.

VENDOR: Prophoenix Corp.

ADDRESS: 502 Pleasant Valley Dr.
Suite 1
Moorestown, NJ 08057

JL Butts
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
NOT APPROVED

DATE PROCESSED 2-3-16

C-1

**RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #01-FINAL WITH
SOUTH STATE, INC.**

WHEREAS, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for the construction of the County road improvement project known as "Proposed Resurfacing, Safety Improvements along Barnsboro-Blackwood Road, County Route 603 from County Bridge 4-J-8 to SH Route 55 overpass in the Townships of Mantua and Deptford, Gloucester County," Engineering Project #14-18SA (hereinafter the "Project"); and

WHEREAS, a contract for the Project was awarded by the County by Resolution on December 17, 2014 to South State, Inc. (hereinafter "South State"), with an office address of 202 Reeves Road/P.O. Box 68, Bridgeton, NJ 08312 in the amount of \$964,593.07 (hereinafter the "Contract"); and

WHEREAS, Vincent M. Voltaggio, P.E. County Engineer, has recommended Change Order Decrease #01-Final with South State in the amount of \$166,274.17, resulting in a new total contract amount of \$798,318.90; and

WHEREAS, the said Change Order is necessitated by and based on adjustment for final as-built quantities, extras, reductions and supplemental items for the project. The overall change order results in a project cost decrease, resulting in a new total contract amount of \$798,318.90.

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

1. The hereinabove referenced Change Order Decrease #01-Final to decrease the County's Contract with South State, Inc. for the Project in the amount of \$166,274.17, resulting in a new total adjusted contract amount of \$798,318.90, be, and the same hereby is, approved; and
2. The Freeholder Director is hereby authorized and directed to execute and the Clerk of the Board is authorized and directed to attest to the said Change Order for the aforementioned purposes on behalf of the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 17, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

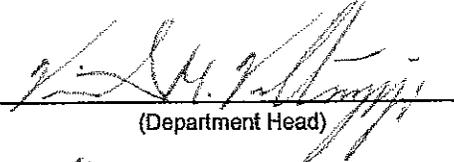
CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

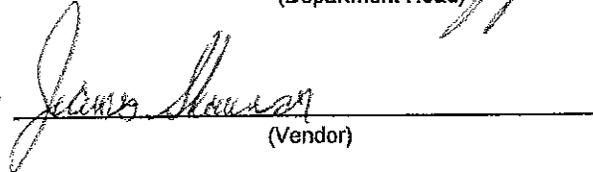
C-1

COUNTY OF GLOUCESTER
CHANGE ORDER FORM

- 1. Name & Address of Vendor: South State Inc.
P.O. Box 68, 202 Reeves Road
Bridgeton, NJ 08302
- 2. Description of Project or Contract: Resurfacing and Safety Improvements to
Barnsboro Road, CR-603, from Rt 55 overpass to
Mantua Creek Bridge, Deptford, NJ
- 3. Date of Original Contract: 12/17/14
- 4. P.O. Number: 14-10631
- 5. Amount of Original Contract: \$984,593.07
- 6. Amount of Previously Authorized Change Order \$0.00
- 7. Amount of this Change Order No. 1 Decrease Final: -\$166,274.17
- 8. New Total Amount of Contact \$798,318.90
(Total of Numbers 5, 6 & 7 Above)

9. Need or Purpose of this Change Order: Supplemental items , increases and decreases to reflect final asbuilt conditions This change also adjusts final quantities to actually used.

This change order requested by  on 1-27-16
(Department Head) (Date)

Accepted by  on 1-18-16
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

By: Chad M. Bruner Administrator/Clerk of the Board
Robert M. Damminger, Director

To All Vendors:

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

Form SA-1

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID PROJECT
CHANGE ORDER NUMBER 1 DECREASE FINAL
STATE AID PROJECT**

PROJECT	Resurfacing & Safety Improvements along Barnsboro-Blackwood Rd, CR 603 from Rt 55 overpass to Mantua Creek Bridge
MUNICIPALITY	Deptford Township
COUNTY	Gloucester
CONTRACTOR	South State Inc.

In accordance with the project Supplementary Specification the following are changes in the contract.
The supplemental items, reductions and extras are adjustments in the contract quantities to meet the actual constructed field quantities.

<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>	<u>Unit Prices</u>	<u>Amount</u>
REDUCTIONS				
3	Excavation, Unclassified	25	\$35.00	\$875.00
4	HMA Milling, 2 1/2" and variable	2193	\$2.65	\$5,811.45
5	Hot Mix Asphalt 12.5M76 Surface Course	307.8	\$88.00	\$27,086.40
6	Hot Mix Asphalt Leveling Course	603.17	\$70.00	\$42,221.90
7	Tack Coat	133	\$0.01	\$1.33
8	Polymerized Joint Adhesive	7490	\$0.01	\$74.90
9	Dense Graded Aggregate Base Course, 4" thick	120	\$10.00	\$1,200.00
10	Hot Mix Asphalt Base Course, 4" thick	109.5	\$70.00	\$7,665.00
11	Concrete Driveway, Reinforced, 6" Thick	150	\$80.00	\$12,000.00
15	9"x16" Concrete Vertical Curb	67	\$26.00	\$1,742.00
17	Reset Existing Castings	5	\$10.00	\$50.00
18	Reset Water Valve Boxes	10	\$5.00	\$50.00
19	Reset Gas Valve Boxes	9	\$5.00	\$45.00
20	Concrete Sidewalk, 4" thick	49.5	\$90.00	\$4,455.00
21	Detachable Warning Surface	11.44	\$250.00	\$2,860.00
22	Removal of Traffic Stripes	1000	\$0.75	\$750.00
24	Traffic Stripes, long life epoxy resin	2302	\$0.29	\$667.58
25	Regulatory, Warning & Guide Signs	10	\$26.00	\$260.00
26	Reflective U-Posts Inserts	3	\$35.00	\$105.00
28	RPM, Bi- Directional, Amber Lens	21	\$27.00	\$567.00
29	RPM, Bi Directional, Blue Lens	5	\$27.00	\$135.00
30	RPM, Bi- Directional, Whites Lens	20	\$27.00	\$540.00
31	RPM, Bi-Directional, Red/White lens	13	\$27.00	\$351.00
32	Turf Repair Strip	7867	\$0.10	\$786.70
33	Construction Signs	809	\$0.01	\$8.09
35	Police Traffic Directors	316.5	\$60.00	\$18,990.00
39	Drum	470	\$0.01	\$4.70
40	Traffic Cone	150	\$0.01	\$1.50
41	Breakaway Barricade	86	\$0.01	\$0.86
42	Temporary Traffic Stripes	10000	\$0.18	\$1,800.00
46	Straw Mulching	250	\$0.01	\$2.50
47	Asphalt Price Adjustment	7.84106	\$3,000.00	\$23,523.18
48	Fuel Price Adjustment	3.142856	\$5,000.00	\$15,714.28
100	2 1/2" Rigid Metal Conduit	24	\$28.00	\$672.00
101	3" Rigid Metal Conduit	69	\$42.00	\$2,898.00
115	Pedestrian Push Button w/R-10 3e Decal	2	\$550.00	\$1,100.00
118	Traffic Signal Cable , 7 Conductor	74	\$2.10	\$155.40
121	4" Rigid Metallic Conduit	27	\$68.00	\$1,836.00
Total Reductions				\$177,006.77

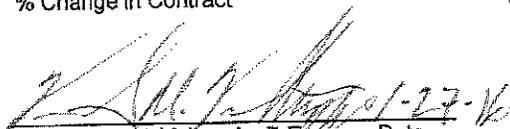
<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>	<u>Unit Prices</u>	<u>Amount</u>
EXTRAS				
12	Excavation, Unclassified	47	\$25.00	\$1,175.00
23	Hot Mix Asphalt 19m64 Base Course, 4" thick	424.00	\$3.30	\$1,399.20
44	Traffic Stripes, Long Life. Epoxy Resin, 4"	103	\$10.00	\$1,030.00
45	RPM, Bi - Directional, Amber Lens	103	\$1.00	\$103.00
107	RPM, Bi - Directional, Red/White Lens	85	\$0.65	\$55.25
108	Temporary Traffic Stripes	2146	\$1.85	\$3,970.10
112	Traffic Signal Cable, 5 Conductor	768	\$1.50	\$1,152.00
Total Extras				\$8,884.55

SUPPLEMENTAL				
S-1	Temporay support of existing light pole	1	\$1,848.05	\$1,848.05
Total Supplementals				\$1,848.05

Amount of Original Contract \$964,593.07
 Amount of Original Contract + Change Order No. 1 \$798,318.90

Reductions \$177,006.77
 Extras \$8,884.55
 Supplementals \$1,848.05
Total Change -\$166,274.17

% Change in Contract -17.2378% Decrease


 Vincent M. Voltaggio, P.E. Date
 Gloucester County Engineer

Approved: _____
 (District Engineer) Date
 (Local Highway Design)

Robert M. Damminger Date
 Freeholder Director


 (Contractor) Date
 1-18-16

C-2

RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION AND GRANT CONTRACT FOR BRIDGE REHABILITATION WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION IN AN AMOUNT OF \$1,000,000.00

WHEREAS, the County of Gloucester authorizes the Gloucester County Office of the County Engineer to submit an electronic grant application to the State of New Jersey for Local Bridge Fund Needs grant in the amount up to \$1,000,000.00 from the New Jersey Department of Transportation for the Fiscal Year 2016, for the Gloucester County Bridge Rehabilitation Engineering Project #16-06.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Gloucester formally approves the grant application identified as LBFN-2016-Gloucester County Bridge Rehabilitation Project-00005 to the New Jersey Department of Transportation on behalf of the County; and

BE IT FURTHER RESOLVED that the Freeholder Director is hereby authorized to sign and Clerk of the Board to attest to the grant agreement on behalf of the County and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant contract.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on February 17, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

CR

Grant Application for State Aid to

Counties and Municipalities

Local Bridges Future Needs 2016

LBFN-2016-Gloucester County 2016 Bridge Reha-00005

Bridge_Preservation

TYPE OF IMPROVEMENT

Infrastructure

Purpose

- Bridge Preservation Primary project purpose is for improving the condition of bridge infrastructure (e.g. new deck, rehabilitation, replacement).

Grant Application for State Aid to

Counties and Municipalities

Local Bridges Future Needs 2016

LBFN-2016-Gloucester County 2016 Bridge Reha-00005

Bridge_Preservation

PROJECT NAME

Note: If you have multiple locations for the same type of improvement and scope of work, you may enter "various" for the project limits, download the excel spreadsheet here, fill it out and attach it below.

Project Title: Gloucester County 2016 Bridge Rehabilitation Project Various
Locations

From: Various

To: Various

Structure Number (7 digits): 0802114

Grant Application for State Aid to

Counties and Municipalities

Local Bridges Future Needs 2016

LEFN-2016-Gloucester County 2016 Bridge Reha-00005

Bridge_Preservation

PROJECT LOCATION

County to filter by: Gloucester County

Municipalities: Deptford Township
Mantua Township
Swedesboro Borough
Woodbury City
Woolwich Township

2/3/2016

Grant Application for State Aid to

Counties and Municipalities

Local Bridges Future Needs 2016

LBFN-2016-Gloucester County 2016 Bridge Reha-00005

Bridge_Preservation

SCOPE OF WORK

Provide detailed Scope of Work:

This project will consist of the rehabilitation of Seven (7) bridges structures: (1) Bridge 2-I-14, Hunter Street over Conrail line in Woodbury City, (2) Bridge 5-I-1, Center Street Bridge over Chestnut Branch Creek in Mantua, (3) Bridge 5-B-5, Oldmans Creek over Indian Branch in Woolwich, (4) Bridge 3-K-9, Good Intent Road over Almonesson Creek, (5) Bridge 3-K-5, Good Intent Road over Almonesson Creek, (6) Bridge 2-J-3, Almonesson Road over Ladds Branch, Bridge 5-D-5 Kings Highway over Raccoon Creek. All of the structures have deteriorated concrete parapets which require various levels of repair. From complete replacement to type D repairs and epoxy coatings. There will also be concrete repairs on the structures, guiderail upgrades, armoring of the embankment with large diameter rip rap for stabilization. Concrete pavement will be constructed for decking along with proposed bridge approaches. All exposed concrete surfaces, parapets, wing walls and structure faces will be coated with epoxy sealant paint.

2/3/2016

Grant Application for State Aid to

Counties and Municipalities

Local Bridges Future Needs 2016

LBFN-2016-Gloucester County 2016 Bridge Reha-00005

Bridge_Preservation

Scope of Work cont'd

Location Map - 8.5 x 11 only - showing project limits

1256300-GloucesterCounty2016BridgeRehabilitationProje

Note: All information must be clear and legible with street names labeled.

Does this project include a traffic signal? Yes No

If Yes, please attach authorization to design or install if available.

Will the project meet AASHTO standards? Yes No

If No, list Design Exceptions below:

Grant Application for State Aid to

Counties and Municipalities

Local Bridges Future Needs 2016

LBFN-2016-Gloucester County 2016 Bridge Reha-00005

Bridge_Preservation

TOTAL ESTIMATED COST OF IMPROVEMENT

Construction Cost: \$1,300,000.00

Please attach a Detailed Construction Cost Estimate 1256301-GloucesterCounty2016BridgeReh
(Word, Excel, or PDF format please)
Cost estimate must be itemized

Construction Inspection and Material Testing if requesting: \$195,000.00
(15% of the final allowable construction cost maximum)

Total Estimated Cost: \$1,495,000.00

Total Requested Amount: \$1,495,000.00

You will be able to submit a maximum of 3 applications.
If you have submitted or plan to submit other applications,
please prioritize your applications by assigning them a
priority rating. Use number 1 for the highest priority.
If you only plan to submit this application, please enter
1 as the priority rating: 1

Grant Application for State Aid to

Counties and Municipalities

Local Bridges Future Needs 2016

LBFN-2016-Gloucester County 2016 Bridge Reha-00005

Bridge_Preservation

LOCAL BRIDGES FUTURE NEEDS DATA SHEET

Major Bridges 20 feet or more in length

Structure Name: Hunter Street Bridge

Structure Number: 0802I14

Structurally Deficient? Yes No N/A

Scour Critical? Yes No N/A

Functionally Obsolete? Yes No N/A

List item(s) Causing Structural Deficiency or Functional Obsolescence

Numerous items

Minor Bridges 20 feet or less length

Structure Name: Oldmans Creek Bridge over Ladds Run

Structure Number 0805B05

Structurally Deficient? Yes No N/A

List item(s) Causing Structural Deficiency

Please attach latest SI&A (Structural Inventory and Appraisal) sheet

Note: All information in the attachment must be clear and legible

1256302-GloucesterCountyBridge2-I-14.pdf

2/3/2016

Grant Application for State Aid to

Counties and Municipalities

Local Bridges Future Needs 2016

LBFN-2016-Gloucester County 2016 Bridge Reha-00005

Bridge_Preservation

Applicant Information

Name of Grantee Gloucester County
Organization Address Gloucester County
2 South Broad Street
Woodbury, NJ 08096-4604
Phone: (856) 853-3390
Email Address
Federal Tax ID Number 216000660
Vendor Number 216000660-05
Vendor Unit Gloucester County Treasurer
Vendor Unit Address Broad and Delaware Street
3rd Floor
Woodbury, NJ 08096

Application Initiation Date 12/09/2015

County Engineer

First Name Vincent M.
Last Name Voltaggio
County Gloucester
Municipality
Address 1 1200 North Delsea Drive
Address 2
City Clayton
State NJ
Zip 08312
Phone 856-307-6600
E-Mail vvoltaggio@co.gloucester.nj.us

County Executive/Freeholder Director

First Name Robert M.
Last Name Damminger
County Gloucester
Municipality
Address 1 2 South Broad Street
Address 2
City Woodbury
State NJ
Zip 08096
Phone 856-853-3276
E-Mail rdamminger&co.gloucester.nj.us

Grant Application for State Aid to

Counties and Municipalities

Local Bridges Future Needs 2016

LBFN-2016-Gloucester County 2016 Bridge Reha-00005

Bridge_Preservation

SIGNATURE PAGE

Title of presiding officer who will be signing this application/agreement:
Freeholder

C-3

RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION AND AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR \$3,674,000.00

WHEREAS, the Gloucester County Engineer has requested authority to submit an application and execute a grant agreement with the New Jersey Department of Transportation pursuant to the New Jersey Department of Transportation Trust Fund Authority Act for the 2016 State Aid to Counties; and

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

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

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 17, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

Grant Application and Agreement for State

C3

Aid to Counties and Municipalities

CA-2016-Gloucester County-00021

TYPES OF IMPROVEMENT

Infrastructure	Purpose
<input type="radio"/> Bikeways	Primary project purpose is for constructing new bikeways (e.g. bike lanes, bike paths, bike compatible roadways)
<input type="radio"/> Bridge Preservation	Primary project purpose is for improving the condition of bridge infrastructure (e.g. new deck, rehabilitation, replacement).
<input type="radio"/> Mobility	Primary project purpose is to enhance mobility and reduce congestion (e.g. adding lanes, park & ride, signal optimization).
<input type="radio"/> Pedestrian Safety	Primary project purpose is to enhance pedestrian safety (e.g. new sidewalks, new crosswalks, traffic calming, pedestrian overpass).
<input type="radio"/> Quality of Life	Primary project purpose is for beautification, environmental mitigation, economic development or historic preservation.
<input type="radio"/> Roadway Preservation	Primary project purpose is for improving the condition of roadway infrastructure (e.g. resurfacing, reconstruction, drainage).
<input type="radio"/> Roadway Safety	Primary project purpose is to enhance vehicular safety (e.g. guiderail, signing, warning devices, striping).

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2016-Gloucester County-00021

Roadway_Preservation

PROJECT INFORMATION

Project Title:

County Roadway Drainage Improvement Project

From:

Countywide

To:

Countywide

Project Distance (Miles): 412

SA-96 (04/07)

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2016-Gloucester County-00021

Roadway_Preservation

PROJECT INFORMATION

Project Location

County:

Gloucester County

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2016-Gloucester County-00021

Roadway_Preservation

PROJECT INFORMATION

Municipality:

Clayton Borough
Deptford Township
East Greenwich Township
Elk Township
Franklin Township
Glassboro Borough
Greenwich Township
Harrison Township
Logan Township
Mantua Township
Monroe Township
National Park Borough
Newfield Borough
Paulsboro Borough
Pitman Borough
South Harrison Township
Swedesboro Borough
Washington Township
Wenonah Borough
West Deptford Township
Westville Borough
Woodbury City
Woodbury Heights Borough
Woolwich Township

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2016-Gloucester County-00021

Roadway_Preservation

PROJECT INFORMATION

Cost Estimate

Total Cost Estimated: \$114,000.00

Project Description:

This project will include replacement and drainage upgrades to County roadway storm drains. Relining of sections of drainage will also be included in this project.

Check here to indicate that additional information for this project will be provided on the Scope of Work and Total Estimated Cost of Improvement pages of this application.

Grant Application and Agreement for State
Aid to Counties and Municipalities
CA-2016-Gloucester County-00021
Roadway_Preservation

PROJECT INFORMATION

Project Title:

Countywide Concrete Improvements to Curbing, Sidewalks, and ADA facilities

From:

Countywide

To:

Countywide

Project Distance (Miles): 412

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2016-Gloucester County-00021

Roadway_Preservation

PROJECT INFORMATION

Project Location

County:

Gloucester County

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2016-Gloucester County-00021

Roadway Preservation

PROJECT INFORMATION

Municipality:

Clayton Borough
Deptford Township
East Greenwich Township
Elk Township
Franklin Township
Glassboro Borough
Greenwich Township
Harrison Township
Logan Township
Mantua Township
Monroe Township
National Park Borough
Newfield Borough
Paulsboro Borough
Pitman Borough
South Harrison Township
Swedesboro Borough
Washington Township
Wenonah Borough
West Deptford Township
Westville Borough
Woodbury City
Woodbury Heights Borough
Woolwich Township

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2016-Gloucester County-00021

Roadway Preservation

PROJECT INFORMATION

Cost Estimate

Total Cost Estimated: \$50,000.00

Project Description:

This project will consist of the replacement and improvements to concrete curbing, sidewalks, and ADA facilities across the County.

Check here to indicate that additional information for this project will be provided on the Scope of Work and Total Estimated Cost of Improvement pages of this application.

Grant Application and Agreement for State
Aid to Counties and Municipalities
CA-2016-Gloucester County-00021
Roadway_Preservation

PROJECT INFORMATION

Project Title:

Intersection Improvements & Signalization of County Routes 610 & 612

From:

Intersection of County Route 610 & County Route 612

To:

Intersection of County Route 610 & County Route 612

Project Distance (Miles): 0.2

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2016-Gloucester County-00021

Roadway_Preservation

PROJECT INFORMATION

Project Location

County:

Gloucester County

SA-96 (04/07)

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2016-Gloucester County-00021

Roadway_Preservation

PROJECT INFORMATION

Municipality:
Monroe Township

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2016-Gloucester County-00021

Roadway_Preservation

PROJECT INFORMATION

Cost Estimate

Total Cost Estimated: \$1,000,000.00

Project Description:

This project will improve the intersection of County Route 610 and County Route 612 as well as install a traffic signal.

Check here to indicate that additional information for this project will be provided on the Scope of Work and Total Estimated Cost of Improvement pages of this application.

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2016-Gloucester County-00021

Roadway_Preservation

PROJECT INFORMATION

Project Title:

Main Street & Mantua Boulevard Resurfacing and safety improvement project

From:

Route 45

To:

New York Avenue

Project Distance (Miles): 1.5

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2016-Gloucester County-00021

Roadway_Preservation

PROJECT INFORMATION

Project Location

County:

Gloucester County

SA-96 (04/07)

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2016-Gloucester County-00021

Roadway_Preservation

PROJECT INFORMATION

Municipality:
Mantua Township

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2016-Gloucester County-00021

Roadway_Preservation

PROJECT INFORMATION

Cost Estimate

Total Cost Estimated: \$760,000.00

Project Description:

This project will consist of the resurfacing of Main Street and Mantua Boulevard in Mantua Township

Check here to indicate that additional information for this project will be provided on the Scope of Work and Total Estimated Cost of Improvement pages of this application.

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2016-Gloucester County-00021

Roadway_Preservation

PROJECT INFORMATION

Project Title:

Woodbury - Glassboro Road County Route 553 Reconstruction & Safety Improvement

From:

Route 47

To:

Pitman Avenue County Route 639

Project Distance (Miles): 1

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2016-Gloucester County-00021

Roadway_Preservation

PROJECT INFORMATION

Project Location

County:

Gloucester County

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2016-Gloucester County-00021

Roadway_Preservation

PROJECT INFORMATION

Municipality:

Glassboro Borough

Pitman Borough

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2016-Gloucester County-00021

Roadway_Preservation

PROJECT INFORMATION

Cost Estimate

Total Cost Estimated: \$1,500,000.00

Project Description:

This project will consist of the reconstruction of Woodbury Glassboro Road from Route 47 to Pitman Avenue in the Boro's of Glassboro & Pitman.

Check here to indicate that additional information for this project will be provided on the Scope of Work and Total Estimated Cost of Improvement pages of this application.

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2016-Gloucester County-00021

Roadway_Safety

PROJECT INFORMATION

Project Title:

Countywide Long Life Striping

From:

Countywide

To:

Countywide

Project Distance (Miles): 412

SA-96 (04/07)

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2016-Gloucester County-00021

Roadway_Safety

PROJECT INFORMATION

Project Location

County:

Gloucester County

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2016-Gloucester County-00021

Roadway_Safety

PROJECT INFORMATION

Municipality:

Clayton Borough
Deptford Township
East Greenwich Township
Elk Township
Franklin Township
Franklin Township
Franklin Township
Franklin Township
Glassboro Borough
Greenwich Township
Greenwich Township
Greenwich Township
Harrison Township
Logan Township
Mantua Township
Monroe Township
Monroe Township
National Park Borough
Newfield Borough
Paulsboro Borough
Pitman Borough
South Harrison Township
Swedesboro Borough
Washington Township
Washington Township
Washington Township
Washington Township
Washington Township
Wenonah Borough

Project Information

CA-2016-Gloucester County-00021

lsbServiceAreaMunicipalities continued

West Deptford Township

Westville Borough

Woodbury City

Woodbury Heights Borough

Woolwich Township

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2016-Gloucester County-00021

Roadway_Safety

PROJECT INFORMATION

Cost Estimate

Total Cost Estimated: \$250,000.00

Project Description:

This project will involve the restriping of County roadways with long life striping, replacement of thermoplastic pavement markings, replacement of raised pavement marking, and safety improvemets on various county roadways.

Check here to indicate that additional information for this project will be provided on the Scope of Work and Total Estimated Cost of Improvement pages of this application.

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2016-Gloucester County-00021

Applicant Information

Name of Grantee: Gloucester County

Organization Address

Gloucester County
2 South Broad Street
Woodbury, NJ 08096-4604
Phone: (856) 853-3390

Email Address:

Federal Tax Identification Number: 216000660
Vendor Number: 216000660-00
Vendor Unit:

GLOUCESTER CO

Application Initiation Date: 01/27/2016

Program: County Aid Application 2016
Total Center Line County Road Mileage: 412

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2016-Gloucester County-00021

TOTAL ESTIMATED AMOUNT

Allotment Amount:	\$3,674,000.00
Total Estimated Amount:	\$3,674,000.00
Total Requested Amount:	\$3,674,000.00

SA-96 (04/07)

Grant Application and Agreement for State

Aid to Counties and Municipalities

CA-2016-Gloucester County-00021

SIGNATURE PAGE

Title of presiding officer who will be signing this agreement:
Freeholder Director

C-4

**RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER INCREASE #02-
FINAL WITH ZONE STRIPING, INC.**

WHEREAS, the County of Gloucester (hereinafter "County") previously received public bids for the construction of the county road improvement project known as "Countywide State Aid Roadway Safety Project, Gloucester County" Engineering Project #14-15SA (hereinafter the "Project"); and

WHEREAS, on August 20, 2014, a Resolution was adopted awarding a contract for the Project to Zone Striping, Inc. (hereinafter Zone Striping) with an office address of 501 New Jersey Avenue, Glassboro, NJ 08028 in the amount of \$383,333.77 (hereinafter the "Contract"), and was subsequently revised by Resolution on October 1, 2014 through Change Order #01-Increase in the amount of \$16,331.70; and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer, has recommended Change Order Increase #02-Final for the Contract, which would increase the Contract amount for the Project by \$54,222.01, resulting in a new contract amount of \$453,887.48 necessary to reflect final asbuilt conditions including increases and decreases in items and supplemental items; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for Change Order Increase #02-Final with Zone Striping in the amount of \$54,222.01, pursuant to CAF# 16-01093, which amount shall be charged against budget line items C-04-14-013-165-13211 and C-04-15-012-165-13211.

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

1. The hereinabove referenced Change Order Increase #02-Final to increase Zone Striping's Contract with the County for the Project in the amount of \$54,222.01, resulting in a new contract amount of \$453,887.48, be, and the same is approved and the Director of the Board is hereby authorized and directed to execute and the Clerk of the Board to attest to the said Change Order for the aforementioned purposes on behalf of the County; and
2. The Director of the Board is hereby authorized and directed to execute and the Clerk of the Board to attest to any required New Jersey Department of Transportation documents regarding the Contract or Change Order for the Project.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 17, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

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

C-4

Project 14-15SA

COUNTY OF GLOUCESTER
CHANGE ORDER FORM

- 1. Name & Address of Vendor: Zone Striping, Inc.
PO Box 568
Glassboro, NJ 08028
- 2. Description of Project or Contract: Countywide State Aid Roadway Safety Project
- 3. Date of Original Contract: 20-Aug-14
- 4. P.O. Number: 14-07127
- 5. Amount of Original Contract: \$383,333.77
- 6. Amount of Previously Authorized Change Order \$16,331.70
- 7. Amount of this Change Order No. 2 Increase Final: \$54,222.01
- 8. New Total Amount of Contact (Total of Numbers 5; 6 & 7 Above) ✓ \$453,887.48

9. Need or Purpose of this Change Order: Increases & Decreases to reflect final asbuilt conditions. Supplemental item for Animal Shelter parking lot striping, CR 651 layout and spacer blocks.

This change order requested by *[Signature]* on 2-2-16
(Department Head) (Date)

Accepted by *[Signature]* on 1/28/16
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

By: Chad M. Bruner Administrator/Clerk of the Board
Robert M. Damminger, Director

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

Form SA-1

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID PROJECT
CHANGE ORDER NUMBER 2 FINAL
STATE AID PROJECT**

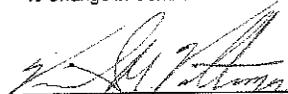
PROJECT	Countywide State Aid Roadway Safety Project
MUNICIPALITY	Various
COUNTY	Gloucester
CONTRACTOR	Zone Striping, Inc.

Increases and decrease to reflect final asbuilt quantities. Supplemental item for Animal Shelter Parking lot Striping, CR 651 layout and spacer blocks

<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>	<u>Unit Prices</u>	<u>Amount</u>	
REDUCTIONS					
7	Traffic Marking, Lanes, Long Life Thermoplastic	5978	\$0.55	\$3,287.90	
8	Removal of Traffic Stripes & Markings	2000	\$0.50	\$1,000.00	
10	Tangent Guide Rail Terminal	3	\$2,695.00	\$8,085.00	
12	Controlled Release Terminal Anchorage	4	\$1,295.00	\$5,180.00	
13	Beam Guide Rail Post	198	\$45.00	\$8,910.00	
14	Beam Guide Rail Post, 8' Long	100	\$60.00	\$6,000.00	
15	Beam Guide Rail Element	425	\$6.00	\$2,550.00	
16	Reset Beam Guide Rail Using Existing Posts	383	\$7.00	\$2,751.00	
17	Beam Guide Rail End Anchorage	3	\$995.00	\$2,985.00	
18	Thrie Beam Guide Rail, Bridge	80.2	\$95.00	\$7,619.00	
19	Flexible Delineators, Ground Mounted	120	\$65.00	\$7,800.00	
20	Raised Pavement Markers	560	\$27.00	\$15,120.00	
21	Removal of Raised Pavement Markers	20	\$12.00	\$240.00	
22	Removal & Replacement of RPM lens	780	\$11.00	\$8,580.00	
				Total Reductions	\$80,107.90
EXTRAS					
5	Traffic Stripes, Long Life Epoxy Resin	582,571	\$0.21	\$122,339.91	
6	Traffic Markings, Symbols, Long Life Thermoplastic	704	\$5.00	\$3,520.00	
9	Beam Guide Rail	25	\$26.00	\$650.00	
11	Flared Guide Rail Terminal	1	\$2,495.00	\$2,495.00	
				Total Extras	\$129,004.91
SUPPLEMENTALS					
30S	Animal Shelter Parking Lot Striping	1.00	\$1,410.00	\$1,410.00	
31S	CR 651 Layout	1.00	\$2,835.00	\$2,835.00	
32S	Spacer Blocks	36.00	\$30.00	\$1,080.00	
				Total Supplementals	\$5,325.00

Amount of Original Contract	\$383,333.77	Reduction	\$80,107.90
Amount of Original Contract + Change Order No. 1	\$399,665.47	Extras	\$129,004.91
Amount of Original Contract + CO No. 1 & No.2	\$453,887.48	Supplemental	\$5,325.00
		Total Change	\$54,222.01

% Change in Contract 18.4053% Increase


 Vincent M. Voltaggio, P.E. Date 2-2-16
 Gloucester County Engineer

Approved: _____ Date _____
 (District Engineer) (Local Highway Design)

Robert M. Damminger Date _____
 Freeholder Director


 Kenneth J. Damminger Date 1/28/16
 (Contractor)

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 16-01093 DATE February 1, 2016

BUDGET NUMBER C-04-14-013-165-13211 (\$52,195.17)
C-04-15-012-165-13211 (\$ 2,026.84)

AMOUNT OF CERTIFICATION \$ 54,222.01

DEPARTMENT Engineering

COUNTY COUNSEL Emmett E. Primas, Esq.

DESCRIPTION OF PRODUCT OR SERVICE

Change Order Increase #02-Final, based on final asbuilt conditions including increases and decreased in items and supplemental items; in association with the project "Countywide State Aid Roadway Safety Project, Gloucester County." Engineering Project #14-15SA

VENDOR NAME Zone Striping, Inc.
ADDRESS 501 New Jersey Avenue
CITY/STATE/ZIP Glassboro, NJ 08028

DEPARTMENT HEAD APPROVAL Vincent M. Voltaggio, P.E., County Engineer/PW Director 2-7-16

PURCHASING AGENT DATE

FREEHOLDER MEETING DATE February 17, 2016

WHITE: CLERK OF THE BOARD PINK: PURCHASING DEPARTMENT
YELLOW: USING DEPARTMENT GOLD: COUNTY COUNSEL

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE TOWNSHIP OF DEPTFORD FROM FEBRUARY 17, 2016 TO FEBRUARY 16, 2017 FOR \$50,000.00

C-5

WHEREAS, the County is entitled to Community Development Block Grant Entitlement Funds as specifically set forth in a Community Development Consolidated Plan submitted to the U.S. Department of Housing and Urban Development; and

WHEREAS, the County, as applicant, has primary responsibility for administering the Program, providing the required assurances and certifications and may delegate authority for the implementation of certain Community Development Activities pursuant to the application to the municipalities located within the County; and

WHEREAS, on February 3, 2016, the County of Gloucester adopted a resolution approving the modification of Program Year 2014 Annual Action Plan Budget and use of Re-programmed funds; and

WHEREAS, the Township of Deptford has proposed the reconstruction of Kelly Drive between Cooper Street and Lakebridge Road in the amount of \$50,000.00, pursuant to CAF# 16-01149 which amount shall be charged against line item T-03-08-614-180-21202; and

WHEREAS, the Agreement shall be for a term of one (1) year from February 17, 2016 to February 16, 2017.

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 agreement with the Township of Deptford to administer CDBG funds for a period of one year, from February 17, 2016 to February 16, 2017 in the amount of \$50,000.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 17, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

HUD GRANT NO: B-14-UC-34-0109
AMOUNT: **\$50,000.00**
GC AGREEMENT NO: CD-14-RPF2

CS

**AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
TOWNSHIP OF DEPTFORD**

THIS AGREEMENT, made and entered into on the 17th day of **February, 2016** by and between **County of Gloucester**, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Freeholders, hereinafter referred to as the "**County**", and the **Township of Deptford**, a Gloucester County Public Service Subrecipient, hereinafter referred to as the "**Subrecipient**", located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County.

WITNESSETH:

WHEREAS, Gloucester County has received a **FY 2014** Community Development Block Grant, hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act of 1974, as amended, to carry out various housing and community development activities in its unincorporated areas and in municipalities participating in the County CDBG Program; and

WHEREAS, CDBG funds from Federal **PY2014** CDBG funding has been appropriated by the Gloucester County Board of Chosen Freeholders for award to the Subrecipient for the implementation of activities determined to be CDBG eligible by the County; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with any amendment to this Agreement, included as Exhibit 3; with the Subrecipient Monitoring Policy requirements included as Exhibit 4; with the Lease Agreement requirements included as Exhibit 5, if applicable; and, with the property use requirements included as Exhibit 6, if applicable.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

1. **Use of Funds** – The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended not later than October 6, 2016.

Subrecipient shall be paid in accordance with this Agreement 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 Subrecipient 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 Agreement.

2. Set-Off - Should Subrecipient either refuse or neglect to perform the service that Subrecipient is required to perform in accordance with the terms of this Agreement, and if expense is incurred by County by reason of Subrecipient's failure to perform, then and in that event, such expense shall be deducted from any payment due to Subrecipient. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
3. A. Uniform Administrative Requirements – The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502, shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments.
B. Other Program Requirements – The Subrecipient shall comply with all the requirements of 24 CFR Chapter V [Subpart K] at 570.600 – 570.614, as applicable to the Subrecipient's activity(s).
4. Procurement – The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). Procurement shall be carried out in accordance with the "Common Rule" provisions for governmental entities (24 CFR Part 85) or with the "Common Rule" provisions for non-profit organizations (24 CFR Part 84), the procurement requirements of the Subrecipient, and all provisions of the CDBG Regulations [24 CFR Part 570].

The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in the aforementioned regulations [24 CFR Part 84 or 24 CFR Part 85, as applicable, and 24 CFR Part 570] and shall provide a copy of said procurement procedures and evidence of governing board adoption to the County at the time that this Agreement shall be returned to the County for signature by the Director of the Gloucester County Board of Chosen Freeholders.

The Subrecipient shall prepare, or cause to be prepared, all advertisement, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to insure compliance with the above described procurement requirements.

5. "Force Account" Work – The Subrecipient may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the County to the Subrecipient using CDBG funds, based upon submission of proper and acceptable invoice(s) and documentation of all costs, as prescribed by the County.

6. Record Keeping/Reporting

A. Financial Record Keeping

The Subrecipient shall maintain records of expenditures of all CDBG funds it receives, such as reports to be maintained in accordance with OMB Circulars A-87, A-110, A-122, A-133 and with the "Common Rule" provisions (24 CFR Parts 84 and 85), as applicable. The Subrecipient shall also maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving services as a result of assistance provided through the CDBG Program. All records shall be made available, upon County request, for inspection(s) and audit(s) by the County, or by its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the County and/or by the U.S. Department of Housing and Urban Development, the County reserves the right to recover from the Subrecipient other non-CDBG monies to fund such disallowed CDBG expenditures. Audit procedures for the Gloucester County CDBG Program are specified in Section 19 of this Agreement.

B. Programmatic Record Keeping/Reporting

For limited clientele (including "Direct Services" and "Presumed Benefit") activities the Subrecipient shall provide, on a monthly basis, sufficient information to the County on services carried out for all persons served and on CDBG eligible persons served by activities receiving CDBG

assistance under this Agreement. The purpose of the monthly reporting is to enable the County to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. These Subrecipient-prepared reports shall be submitted in a format provided by the County [See Exhibit 2, if applicable to this Agreement] and at a time no later than the 15th calendar day of each month of each year until all CDBG funds for the activity(s) shall be fully expended, plus five (5) years. The five-year reporting period should not be confused with the "continued use" provisions of this agreement, as specified in Exhibit 2, "Scope of Services." The County shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

7. Subrecipient's Obligation – The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Exhibit 1 of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 1, and to comply with any requests by the County in this connection; it being understood that the County has responsibility to the U.S. Department of Housing and Urban Development for insuring compliance with such requirements. The Subrecipient will also promptly notify the County of any changes in the scope of services, budget, method of compensation contained in this agreement or character of the activity(s) assisted through this Agreement, and may only be made through a written Amendment to this Agreement, executed by the Subrecipient and Grantee.

8. "Hold Harmless" – The Subrecipient does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of the Subrecipient and property of the Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.

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

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

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

11. Insurance - At all times during the term of this Agreement, the Subrecipient shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement.

12. Funding – The County agrees to provide the Subrecipient with the CDBG funds in such amount as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG eligible activity(s). It is understood that the County shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the County shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Subrecipient activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.

13. Environmental Clearance – The County shall be responsible for carrying out environmental reviews and clearances on all activity(s), where applicable, prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.

Funding provided through this Agreement is “conditionally approved” subject to the completion of the Environmental Review Process by the County. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditioned on the County’s determination to proceed with, modify or cancel the projects/activities based on the results of a subsequent environmental review.

The Subrecipient may not obligate or expend any funds provided through this Agreement until the County provides to the Subrecipient a “Notice to Proceed,” which shall represent in part, the completion of the environmental review process, and the Release of Funds by HUD for the projects/activities contained in the Agreement.

14. Wage Rates (where applicable) – The County and the Municipal Engineer shall be responsible for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Subrecipient. The Subrecipient shall notify the County prior to initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the Davis-Bacon Act and its implementing regulations. The County will provide technical assistance to the Subrecipient to ensure compliance with these requirements.
15. Technical Assistance – The County agrees to provide technical assistance to the Subrecipient in the form of oral and/or written guidance and on-site assistance regarding CDBG procedures. This assistance will be provided as requested by the Subrecipient, and at other times, at the initiative of the County or when the County provides new or updated CDBG Program Information to the Subrecipient.
16. Review Authority – The County shall have the authority to review any and all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the County to request such information from the Subrecipient, for the purpose of reviewing the same.
17. Agreement Suspension and Termination – In accordance with the provisions of 24 CFR 85.43, or with the provisions of 24 CFR 84.60-62, suspension or termination of this Agreement may occur if the Subrecipient materially fails to comply with any term of this Agreement. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44 or with 24 CFR 84.60-62. This Agreement may be terminated with or without cause by either party, hereto, by giving thirty (30) calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to the Subrecipient under this Agreement which remain un-obligated or unspent upon such date of termination shall automatically revert to the County.
18. Agreement Amendment(s) – This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties’ governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendments(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendments shall be submitted in written form to the Gloucester County Community

Development Program in a format prescribed by the Housing and Community Development Program. If an amendment to the Gloucester County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.

19. Termination Date – The termination date of this Agreement is **February 16, 2017**.
20. Program Income – If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:
 - a. The Subrecipient acknowledges, by executing this Agreement, that it must notify the County of the receipt of any program income during the calendar month that such program income is generated.
 - b. Any such program income must be paid to the County within seven (7) calendar days following the end of month in which the program is generated. Such payment to the County must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
 - c. The Subrecipient further acknowledges, by executing this Agreement, that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the County on the generation and/or receipt of such program income.
 - d. In the event of close-out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days of the official date of the close-out or change in status. The County agrees to notify the Subrecipient in writing, should close out or change in status of the Subrecipient occur and a result of changes in CDBG Program statutes, regulations, and/or instructions.

21. Audits

The Subrecipient agrees to comply with the requirements of:

- A. The “Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions,” 1994 Revision or its successors, [“The Yellow Book”] issued by the Comptroller General, United States General Accounting Office.
- B. The “Single Audit Act of 1984” [P.L. 104-156], required that States, local governments and non-profit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget, Municipal entities must have their audits prepared consistent with the requirement of OMB Circular A-133, or its successor.

If the minimum monetary amount requiring the preparation of the Single Audit, as stated in Circular A-133, are not triggered, the Subrecipient shall provide to the Gloucester County Community Development Block Grant Office three (3) copies of its normal independent auditor’s report, as soon as practicable following the close of its normal independent auditor’s report, as soon as practicable following the close of its fiscal year, but not later than 9 months following the close of each such year. The independent audit which addresses the Community Development Block Grant funds received/expended by the Subrecipient shall, conform to the Gloucester County Audit Standards described in 19 - C of this Agreement.

- C. Gloucester County Audit Standards for CDBG Subrecipients Where Single Audit Act Requirements Do Not Apply.

Because Gloucester County is responsible for any grant funds provided to all Municipalities, any organization or cities which expend a total of more than \$100,000.00 but less than \$300,000.00 of CDBG funds in any fiscal year from this agreement, must have an independent audit of those funds performed annually or shall follow procedures specified, herein, as if all funds were subject to the requirements below.

- 1) A statement by the executive financial official of the organization or city that they have read and adhered to the requirements of OMB Circular A - 1-33 and have met those requirements as they are applicable to their organization. This statement should be in written form and submitted to Gloucester County within thirty (30) calendar days following the end of the fiscal year of the Subrecipient;
- 2) All requests to the County for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;
- 3) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;
- 4) Gloucester County shall periodically perform reviews of Subrecipient's financial records and systems not less often than one time during Subrecipient's fiscal year, including the review of Agency records, at least annually, at the offices of the Subrecipient. This review should include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;
- 5) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by Gloucester County that these reportable conditions exist;
- 6) At each fiscal year end, the Subrecipient shall submit to Gloucester County a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the Gloucester County Community Development Block Grant Program and the expenditures for which these funds were used; and

The above procedures will provide the County's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to Gloucester County.

- D. The Subrecipient agrees to have its Single Audit or other independent audit performed in conformance with these Federally-required and Gloucester County stipulations, at its own cost and not payable with CDBG funds.
- E. The Subrecipient further agrees to send a copy of its Single Audit Report or independent auditor's report to the Gloucester County Community Development Program as soon as practicable following the close of the Subrecipient's fiscal year, but in no case shall the audit report be submitted to the Gloucester County Community Development Program later than 9 months following the close of the Subrecipient's fiscal year which is the subject of the audit in question.
- F. The County reserves the right to recover, from non-CDBG sources of the Subrecipient any CDBG expenses of the Subrecipient which are questioned or disallowed by the Subrecipient's independent auditor or by Gloucester County's independent auditor as a part of their review of the Subrecipient's audit.

22. The Subrecipient shall comply with all the applicable requirements of 24 CFR 570 [CDBG-R Regulations], the "Common Rule" [24 CFR Parts 84 and 85 – as applicable], OMB Circulars A-87, A-110, A-122, and A-133, as applicable. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the Gloucester County Community Development Program, upon request.

23. Performance

The Subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in Exhibit 2 [Scope of Services]. Failure to maintain an adequate level of service or provide a quantifiable increase in services over the specified time period as defined by this agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant agreement with CDBG funds being reimbursed to the County; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

Township of Deptford

COUNTY OF GLOUCESTER

(Signature)

(Signature)

By: _____
(Typed Name/Title)

By: **ROBERT M. DAMMINGER**, Freeholder Director
(Typed Name/Title)

Date: _____

Date: _____

ATTEST:

ATTEST:

(Signature)

(Signature)

BY: _____
(Typed Name/Title)

By: **CHAD M. BRUNER**, Administrator/Clerk of the
Board
(Typed Name/Title)

Date: _____

Date: _____

Approved by Resolution dated:

Approved by Resolution dated:

EXHIBIT 1

CERTIFICATIONS

EXHIBIT 1

**COMMUNITY DEVELOPMENT BLOCK GRANT
GRANTEE CERTIFICATIONS**

In accordance with the Housing and Community Development Act of 1974, as amended, ("the Act") and with 24 CFR 570 of the Community Development Block Grant regulations, the Subrecipient certifies that:

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from Gloucester County;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in the Agreement and directing and authorizing it appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;
- (c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of which funds are proposed to be used, and provides for participation of residents in low and moderate income neighborhoods, as defined by the County;
- (d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement;
- (e) Provides for the public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (g) The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
 - 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (h) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Gloucester County Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1. Funds received under section 107 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or
 - 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;
- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606.
- (m) It has adopted and is enforcing:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - 2. A policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

(n) To the best of its knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of any Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or and employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph (n) of this certification to be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;

(o) It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about-
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance program's; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will;
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted-

- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1,2,3,4,5, and 6.
 8. The site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Township of Deptford
 Reconstruction of Kelly Drive between Cooper Street and Lakebridge
 Deptford, NJ 08096

GLOUCESTER COUNTY, NEW JERSEY

(p) It will comply with the other provisions of the Act and with other applicable laws.

Signature – President

Typed Name – President

Date

ATTEST:

Signature of Person Attesting Signature by President

Typed Name – Person Attesting Signature by President

Title – Person Attesting Signature by President

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph n

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification – Paragraph o

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in Paragraph (o).

2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the County awards the grant. If it is later determined that the Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Work Place Act.

3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.

4. Workplace identifications must include the actual address of building (or parts of buildings) or other sites where work under the grant takes place.

5. If the workplace identified to the County Changes during the performance of the grant, the Subrecipient shall inform the County of the change(s), if it previously identified the workplace in question (see paragraph three).

6. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-free workplace common rule apply to this certification. Municipal attention is called in particular, to the following definitions from these rules:

“Controlled substance” means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

“Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charges with the responsibility to determine violations of the Federal or State criminal drug statutes;

“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

“Employee” means the employee of a Subrecipient directly engages in the performance of work under a grant provided through this Agreement, including: (i) All “direct Charge” employees; (ii) all “Indirect charge” employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient's payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the Subrecipient's payroll; or employees of Municipalities or subcontractors in covered workplaces).

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

The following activities and/or projects shall be carried out by the Subrecipient, under the terms of this Agreement and its accompanying certifications and reporting requirements:

Agency: **Township of Deptford**

Activity Name: **Reconstruction of Kelly Drive between Cooper Street and Lakebridge**

Activity Number: **CD-14-RPF#2**

ACTIVITY DESCRIPTION

The total **PY 2014 CDBG** budget for this activity shall not exceed: **\$50,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **February 16, 2017**. The Agreement is for the Reconstruction of Kelly Drive from Cooper Street and Lakebridge. This activity is funded as a low mod area benefit category benefiting presumed low-moderate income clientele.

EXHIBIT 3

AGREEMENT AMENDMENTS

[Add Amendments if applicable]

EXHIBIT 4

GLOUCESTER COUNTY SUBRICIPIENT MONITORING POLICY

GLOUCESTER COUNTY



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBRECIPIENT MONITORING POLICY

INTRODUCTION

The purpose of this document is to define the duties and responsibilities of the County of Gloucester and its Subrecipients in carrying out projects assisted under the Community Development Block Grant (CDBG) Program. A Subrecipient is any local unit of government or organization that received CDBG funds from the County of Gloucester and is assigned responsibility for contract administration.

The administration of a CDBG funded project represents a dual responsibility of both the County and its Subrecipients. The County of Gloucester acts as the grantee recipient of CDBG funds from HUD. As such, the County assumes overall responsibility for program management. As in most federal funding programs, there are numerous conditions, regulations and rules that govern the CDBG Program, and these are legally imposed upon the County through the grant contract issued by HUD.

Once projects are identified, the County may allocate CDBG funds to subrecipients such as local development organizations. In allocating these funds to a subrecipient, the County advises its subrecipients that requests for payment will only be honored when file documentation has been received at the Gloucester County Department of Housing and Community Development (HCD) that supports the expenditure of CDBG funds. In this manner, the subrecipient is compelled to provide supportive documentation before a disbursement of CDBG funds will be made. This procedure has been found to be an effective method of insuring the eligibility of every CDBG funded action being carried out by a subrecipient. The responsibility for submitting project documentation and following acceptable authorization for payment procedures is spelled out through a legal instrument known as a Subrecipient Agreement.

In most cases, the Subrecipient Agreement authorizes the subrecipient to contract for CDBG funded improvements. The role of the County is to provide on-going advice and assistance to the Subrecipient in meeting the requirements of the agreement. Since the County is ultimately liable for the expenditure of CDBG funds and the timeliness of project implementation, it is the County's intent to perform certain program management functions to insure the appropriate and timely expenditure of grant funds.

This document is designed to clarify the process of contract administration and to clearly define the function of both parties to the Subrecipient Agreement.

SUBGRANTEE MONITORING

Monitoring will be conducted as follows:

1. Day to day informal contact in person. This involves informing, directing and answering questions of a routine nature.
2. Periodically, as the situation requires, correspondence will be required to document information flow, decisions or requests and responses to information and reporting needs.
3. On a monthly basis or upon request for reimbursement, Subrecipients shall submit the following information:
 - time records indicating payroll costs, as applicable invoices for expenditures approved by subrecipient
 - contractor payroll for Davis-Bacon verification, as applicable
 - program income, if any

4. The County shall review these items for adequacy relative to financial control and measuring accomplishment of assignment.
5. At least one time each year, a formal monitoring evaluation will be conducted. The monitoring evaluation will be based on the format of the checklist attached to this document and identified as Exhibit "A".
6. The timing of the formal monitoring evaluation will be designed to coincide with HUD performance reporting requirement. The County's annual Grantee Performance Report, (CAPER), must be submitted to HUD no later than 90 days after the anniversary of the County's CDBG Program Year. In order that subrecipient performance can be incorporated into the County's annual CAPER, the following subrecipient monitoring schedule will be followed:
 - Subrecipients will complete an evaluation and summary of its CDBG funded activities for the prior CDBG Program Year within 30 days after the anniversary of the County's CDBG Program Year.
 - The County will complete its formal monitoring evaluation of its subgrantees no sooner than 30 days and no later than 60 days after the anniversary of the County's CDBG Program year.

SUBRECIPIENT MONITORING SCHEDULE
Anniversary of CDBG Program Year

30 Days	60 Days	90 Days
Subrecipient completes internal review, including collection of loan recipient information.	County completes formal monitoring evaluation of subrecipients	County completes annual CDBG CAPER; submits same to HUD.

7. Upon completion of the annual monitoring evaluation, the County will make a determination as to the overall capacity of the Subrecipient. The determination will be based on the following criteria:
 - progress toward achievement of assignment
 - compliance with program requirements
 - expenditures and budget balance in terms of their adequacy to complete assignment and meet objectives
 - staffing adequacy and quality of performance
 - adjustments necessary (if any) to the assignment
 - adequacy of record keeping for grantor monitoring and audit purposes
8. The County shall determine if more frequent formal monitoring is required.



GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM MONITORING FORM

I. PROGRAM INFORMATION

Date of Visit: _____		Contract Amount: _____	
Contract Period: _____			
Program Name/ #: _____			
Subrecipient Name: _____			
Subrecipient Staff Interviewed: Name/Title		Responsibilities	
_____		_____	
_____		_____	
_____		_____	
Evaluator Name: _____			
Signature of Evaluator: _____			Date: _____

II. EVALUATOR REVIEWED

- | | | |
|---|--|--|
| <input type="checkbox"/> Funding Application
<input type="checkbox"/> Program Demands/Invoices
<input type="checkbox"/> Quarterly Reports/Backup
<input type="checkbox"/> Correspondence
<input type="checkbox"/> Previous Monitoring | <input type="checkbox"/> Program Files
<input type="checkbox"/> Agreement/Budget Client
<input type="checkbox"/> Personnel/Volunteer Files
<input type="checkbox"/> Accounting Files & Procedures
<input type="checkbox"/> Reports Marketing Materials | <input type="checkbox"/> Audit Files
<input type="checkbox"/> Current Budget/Sources&Uses |
|---|--|--|

III. PROGRAM ELIGIBILITY

National Objective met by program:

- Benefit to low-income and moderate-income persons (N/A)
- Area Benefit (Census Tract #: _____)
- Presumed Beneficiary (Specify: _____)
- 51% Low / Mod
- Prevention or elimination of slums or blight
- Urgent Need

How is the National Objective documented? (e.g. income verification, program mission limiting services to presumed beneficiaries, etc.) _____

Consolidated Plan Priority: _____

Describe service provided by program: _____

IV. PROGRAM PERFORMANCE

Describe the program's intake and service delivery process: _____

List program contracted goals:

<u>Objective</u>	<u>Performance</u> (as of _____)
1.	
2.	
3.	

Is the program meeting its contracted goals? YES NO If not, explain why not? _

What is the program outcome? How does the program affect the community? (e.g. in-home supportive services has an outcome of reducing institutionalization). _____

_____ Is it a verifiable outcome? YES NO

V. PROGRAM REPORTING

What is the process of summarizing client records into reports? _____

Does the subrecipient submit timely quarterly reports? YES NO

Does the subrecipient use unduplicated numbers on quarterly reports? YES NO

Problems/issues indicated on quarterly reports: _____

VI. PROGRAM RECORDKEEPING

Program Files

- Files available & accessible 5-year file retention
- Copy of contract & monitoring procedures for subcontractor, if applicable (N/A) Current income limits in file

Client Files

- | | |
|---|--|
| <input type="checkbox"/> Name, address, phone # of applicant to be assisted | <input type="checkbox"/> Female Head of household identified |
| <input type="checkbox"/> Urban County Resident? | <input type="checkbox"/> Date client applied for services |
| <input type="checkbox"/> Documentation on the type & duration of services | <input type="checkbox"/> Household Income level provided |
| <input type="checkbox"/> Number in household | <input type="checkbox"/> Source & amount of all household income |
| <input type="checkbox"/> Ethnicity, age, gender of applicant | <input type="checkbox"/> Updated ethnic categories used |
| <input type="checkbox"/> Follow-up services | <input type="checkbox"/> Job placement information |
| | <input type="checkbox"/> |

Other information collected: _____

VII. COMPUTER SYSTEMS/STORAGE

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Is computer access controlled so that access is limited to specified persons, and access is YES NO only to those programs or files that are necessary to perform their duties? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Are passwords changed at regular intervals? Are they unique and confidential? YES NO | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Are passwords promptly cancelled for terminated employees? YES NO | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Is off-premises storage maintained for master files and transaction files sufficient to recreate YES NO the current master files? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Are there appropriate procedures for backup and storage of programs and data files? | | |

VIII. MARKETING

Describe method of outreach/advertising the program. _____

Did the organization properly recognize the City/County/HUD's funding when publicizing the program?

YES NO

Is a Fair Housing logo displayed? YES NO N/A

IX. ORGANIZATION INFORMATION

Personnel files include:

- Job title & description
- Qualifications
- Background check, if necessary

YES NO

- | | | |
|---|--------------------------|--------------------------|
| Does the organization have personnel policies, drug policy and affirmative action policy? | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the organization have policies and procedures to address personnel complaints? | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the organization have policies and procedures to address client complaints? | <input type="checkbox"/> | <input type="checkbox"/> |
| Are Equal Opportunity posters displayed? | <input type="checkbox"/> | <input type="checkbox"/> |

Are there any staffing issues? YES NO If Yes, explain. _____

Are there staff turnover concerns? YES NO If Yes, explain. _____

How many volunteers are working on the program? _____

Are volunteers trained as necessary? YES NO

How are volunteer hours tracked? _____

X. OTHER INFORMATION

In what areas are technical assistance/training needed? _____



GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT FINANCIAL MONITORING FORM

I. PROGRAM INFORMATION

Date of Visit:	_____	Contract Amount:	_____
Contract Period:	_____		
Program Name/#:	_____		
Subrecipient Name:	_____		
Subrecipient Staff Interviewed: Name/Title		Responsibilities	
	_____		_____
	_____		_____
	_____		_____
	_____		_____
Evaluator Name:	_____		
Signature of Evaluator:	_____	Date:	_____

II. FINANCES

Total amount budgeted for this program year: _____

Total amount expended through quarter ending _____: _____

Total amount of CDBG disbursements through quarter ending _____: _____

Timely submission of demands YES NO If No, explain. _____

Funding Sources:

Source/Budget	Awarded/Received
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

Verify funds awarded/received to income statement/award letters: _____

III. GENERAL ACCOUNTING PROCEDURES AND INTERNAL CONTROLS

YES NO

- 1. Are budgets compared to actual expenses/revenues during the year? YES NO
- 2. Are significant variances from the budget researched and explained? YES NO
- 3. Are assets properly safeguarded (e.g. checkbook/receipts locked-up with limited access)? YES NO
- 4. Are receipts logged at the time mail is opened? YES NO
- 5. Who deposits receipts into the bank? _____
- 6. Who compares the deposits to the log of receipts? _____
- 7. Who posts the receipts into the accounting system? _____
- 8. Who approves invoices for payment? _____
- 9. Who codes the invoice/check request for program and funding source? _____
- 10. Who prepares the checks? _____
- 11. Who signs the checks? 12. Who mails the checks? _____
- 13. Who posts the disbursements into the accounting system? _____
- 14. Who is primarily responsible for program accounting? _____
- 15. Are bank accounts reconciled timely and reviewed by an independent person? YES NO
- 16. Are timesheets signed by the employee and supervisor? YES NO
- 17. Are functional timesheets used (e.g. hours worked each day broken-out by program)? YES NO
- 18. Is there an accounting procedure manual? Is it up to date? YES NO
- 19. Are fees charged for services? YES NO
- 20. Is program income generated? Is it properly reported? YES NO
- 21. Are outstanding audit findings resolved? YES NO
- 22. Are employee taxes paid? YES NO

EXHIBIT 5

LEASE AGREEMENT

[Add if applicable]

EXHIBIT 6

PROPERTY USE REQUIREMENTS

[Add if Applicable]

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 16-01334
16-01149 DATE 2/4/16

BUDGET NUMBER T-03-08-614-180-21202

AMOUNT OF CERTIFICATION \$ 50,000.00

DEPARTMENT Public Works - Planning

COUNTY COUNSEL Emmett Primas

DESCRIPTION OF PRODUCT OR SERVICE

Agreement with Township of Deptford for the
Reconstruction of Kelly Drive between Cooper Street and
Lakebridge Rd for the benefit of low-moderate income
residents in that area. Term is 2/17/16 - 2/16/17 in the
amount of 50,000.00. This is a grant-funded program.

VENDOR NAME Township of Deptford

ADDRESS 1011 Cooper Street

CITY/STATE/ZIP Deptford, NJ 08096

DEPARTMENT HEAD APPROVAL [Signature] 2/9/16

PURCHASING AGENT [Signature] DATE 2-9-16

FREEHOLDER MEETING DATE February 17, 2016

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL

E-1

**RESOLUTION AUTHORIZING A TWO YEAR EXTENSION OF A CONTRACT WITH
RON JAWORSKI'S RIVERWINDS GOLF & TENNIS CLUB, FROM MAY 6, 2016 TO MAY 5,
2018 AT NO COST TO THE COUNTY**

WHEREAS, the County of Gloucester previously awarded a Contract to Ron Jaworski's Riverwinds Golf & Tennis Club, 270 Eagle Point Road, West Deptford, NJ, on May 6, 2015, per BID # 015-013 for the development and implementation of tennis clinics at James G. Atkinson Park for participants ages 9 to adult; and

WHEREAS, the terms of this Agreement provides the County with the option to extend the Contract for one (1) two year period or two (2) one year periods; and

WHEREAS, the Director of Parks & Recreation has recommended that the option to extend this Contract for one (1) two year period be exercised, from May 6, 2016 to May 5, 2018; and

WHEREAS, there is no cost to the County for the development and implementation of these services, as individuals sign up with and pay directly to Jaworski's Riverwinds Golf & Tennis Club for program participation; therefore, a Certificate of Availability of Funds has not been issued; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that the County of Gloucester does hereby exercise its option to extend the Contract with Ron Jaworski's Riverwinds Golf & Tennis Club, for the development and implementation of tennis clinics at James G. Atkinson Park for participants ages 9 to adult, from May 6, 2016 to May 5, 2018, at no cost to the County; and that the County Purchasing Agent is directed to so inform the Vendor.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, February 17, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

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

<p style="text-align: center;">PD 015-013 Bid Opening 4/17/2015 10:00am</p> <p>Develop and implement Tennis Clinics Ages 9 - Adult</p>	<p style="text-align: center;">VENDOR: Ron Jaworski's Riverwinds Golf & Tennis 270 Eagle Point Rd West Deptford NJ 08086 Elizabeth Jaworski, Member 856-848-5700 856-848-1035 Fax</p>	<p style="text-align: right;">2/17/2016</p>
DESCRIPTION		
Ea. Item # Description		
	To develop and implement Tennis Clinics @ James G. Atkinson Park	
	Cost per participant - Youth	\$90.00
		Each class meets 6 times for 1.5 hours
	Cost per participant - Adult	\$100.00
		Each class meets 6 times for 1.5 hours
	Cost per participant - Competitive Match Play	\$100.00
		Each class meets 6 times for 1.5 hours
	Variations: (if any)	See Attached Schedule
	Bid specifications sent to:	
	The term of the contract shall be for one (1) year from the date of award, with an option to extend the term for one (1) 2 year extension or two (2) one year extensions.	
	Based upon the bids received, I recommend that we award this bid to Ron Jaworski's Riverwinds Golf & Tennis as the lowest, responsive, responsible bidder.	
	Sincerely,	
	Peter M. Mercanti	
	Purchasing Director	

M-1

F-1

**RESOLUTION AUTHORIZING THE PURCHASE AND DELIVERY OF
AMMUNITION FROM EAGLE POINT GUN/TJ MORRIS & SON THROUGH STATE
CONTRACT #A81296 IN AN AMOUNT NOT TO EXCEED \$200,000.00 FROM MARCH
1, 2016 TO FEBRUARY 28, 2017**

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment, through the State Contract, without the need for public bidding; and

WHEREAS, the Gloucester County Prosecutor's Office, the Sheriff's Department and the Department of Correctional Services has a need for the purchase and delivery of ammunition necessary for qualification and duty use; and

WHEREAS, it has been determined that the Gloucester County Prosecutor's Office can purchase said ammunition from Eagle Point Gun/TJ Morris & Son, with an address of 1707 Third Street, Thorofare, NJ, 08086 through State Contract #A81296, in an amount not to exceed \$200,000.00 from March 1, 2016 to February 28, 2017; and

WHEREAS, the contract shall be for estimated units of service and is open-ended, which does not obligate the County of Gloucester to make any purchase; and therefore, no Certificate of Availability of Funds is required at this time. Continuation of the contract beyond December 31, 2016 is conditioned 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 State Contract #A81296 is hereby authorized for the purchase and delivery of ammunition from Eagle Point Gun/TJ Morris & Son, through State Contract #A81296, in an amount not to exceed \$200,000.00 from March 1, 2016 to February 28, 2017; and

BE IT FURTHER RESOLVED before any purchase be made or 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 purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 17, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

F-2

RESOLUTION AUTHORIZING A TWO YEAR EXTENSION OF A CONTRACT WITH PROKURE SOLUTIONS, LLC, FROM MARCH 5, 2016 TO MARCH 4, 2018 IN AN AMOUNT NOT TO EXCEED \$20,000.00 PER YEAR

WHEREAS, the County of Gloucester previously awarded a Contract to Prokure Solutions, LLC, 650 North Cannon Avenue, Lansdale, PA, 19446 on March 5, 2014, per BID # 014-004 for the supply and delivery of various cleaning solutions to the County; and

WHEREAS, the terms of this Agreement provides the County with the option to extend the Contract for one (1) two year period or two (2) one year periods; and

WHEREAS, the Director of Buildings & Grounds has recommended that the option to extend this Contract for one (1) two year period be exercised, from March 5, 2016 to March 4, 2018; and

WHEREAS, this Contract extension shall be for estimated units of service to be utilized on an as-needed basis in an amount not to exceed \$20,000.00 per year. The Contract extension is therefore open-ended and does not obligate the County to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. Continuation of the extension beyond December 31, 2016 is conditioned upon approval of the 2017 and 2018 Gloucester County Budgets; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that the County of Gloucester does hereby exercise its option to extend the Contract with Prokure Solutions, LLC, for the supply and delivery of various cleaning solutions to the County for the two year period from March 5, 2016 to March 4, 2018, in an amount not to exceed \$20,000.00 per year; and that the County Purchasing Agent is directed to so inform the Vendor; and

BE IT FURTHER RESOLVED that before any purchase can be made pursuant to this Contract extension, a certification must be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County Budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, February 17, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

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

F2

<p>PD 014-004 Bid Opening 1/28/14 10:00am SPECIFICATIONS AND FORM OF PROPOSAL FOR THE SUPPLY AND DELIVERY OF PROKURE CLEANING SOLUTIONS (OR APPROVED EQUAL) FOR THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY SYSTEM AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-07-GC & 16GLCP</p>		
<p>Vendor: PROKURE SOLUTIONS 5013 E. Washington St. #100 Phoenix, AZ 85034 William Bezar CSO 480 227-3913 866 620-3677 Fax</p>		
ITEM	DESCRIPTION	Price Per
1	Protex Solutions - Verakure Cleaner 25-50 Gram Packets Per Box	\$24.50 *
2	Protex Solutions - Prokure Cleaner 25-50 Gram Packets Per Box	\$19.95 **
3	Protex Solutions - Autokure Cleaner 12-25 Gram Packets Per Case	\$19.95
4	Protex Solutions - Armokure Cleaner 12-25 Gram Packets Per Case	
5	Protex Solutions - Roomkure Cleaner 12-50 Gram Packets Per Case	
	DELIVERY DAYS	10 Calendar Days
	Variations: (if any)	
	1 to 5 All Names Changed from Protex Solutions to Prokure Solutions	
	* 70 Gram Packets	
	** 12 - 7.5 Gram Packets	
1	ProKure "V" 70 gram package Large Volume	\$612.50 Per Case of 25
2	ProKure "V" 7.5 gram package Small Volume	\$239.40 Per Case of 12
3	ProKure "G" 25 gram / Fast Release - Gas	\$239.40 Per Case of 12
4	ProKure "G" 10 gram Deodorizer - Gas	\$239.40 Per Case of 12
5	ProKure "G" 25 gram / Fast Release Deodorizer- Gas	\$239.40 Per Case of 12

	Will you extend your prices to local government entities within the County	YES
	This is a two year contract with an option to extend the term for one (1) 2 year extension or two (2) one year extensions.	
	Bid specifications sent to:	Prime Vendor W.B. Mason NCM Order Control Ipax Cleangel Inc.
	Based upon the bids received, I recommend ProKure Solutions be awarded the contract, as the lowest responsive, responsible bidder.	Sincerely, Robert J. McErlane Purchasing

f-3

**RESOLUTION AUTHORIZING A CONTRACT WITH REMINGTON & VERNICK
ENGINEERS, INC. FROM FEBRUARY 17, 2016 TO FEBRUARY 16, 2017 IN AN
AMOUNT NOT TO EXCEED \$20,000.00**

WHEREAS, from time to time the County of Gloucester (hereinafter the "County") has a need to contract for certain Electrical/Mechanical and HVAC engineering services; and

WHEREAS, such professional contracts may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey; and

WHEREAS, the County requested proposals pursuant to RFP#-016-019 from interested providers and evaluated those proposals consistent with the County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, based on established criteria, the Director of Buildings & Grounds concluded that Remington & Vernick Engineers, Inc., was the most suitable vendor to perform services requested under RFP# 016-019; and

WHEREAS, this Contract shall be for estimated services in an amount not to exceed \$20,000.00, for the contract period; and

WHEREAS, the Contract is therefore open ended, which does not obligate the County to make any purchase, therefore, no Certificate of Availability of Funds is required at this time.

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

1. That a Contract for Electrical/Mechanical and HVAC engineering services be awarded to Remington & Vernick Engineers, Inc., as needed, for the period from February 17, 2016 to February 16, 2017, in an amount not to exceed \$20,000.00;
2. That the Director of the Board is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to the Contract for the aforementioned purpose on behalf of the County; and

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

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of the Contract, if applicable, and a copy of this Resolution and the Contract is on file and available for public inspection in the Office of the Clerk of the Board of Gloucester County. The aforementioned notice shall be published once in the South Jersey Times pursuant to the requirements of the Local Public Contracts Law.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 17, 2016, Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

F3

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF GLOUCESTER
AND REMINGTON & VERNICK ENGINEERS, INC.**

THIS CONTRACT is made this 17th day of **February, 2016**, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **Remington & Vernick Engineers, Inc.**, with offices at 232 Kings Highway East, Haddonfield, NJ, 08033, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County has a need to contract for certain Electrical/Mechanical and HVAC engineering services; and

WHEREAS, based on criteria established under RFP #016-019, the Director of Buildings & Grounds concluded that Remington & Vernick Engineers, Inc., was the most suitable Contractor to perform such services; and

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process, and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Contractor represents that it is qualified to perform the required 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 from February 17, 2016 to February 16, 2017.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated January 18, 2016 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") #016-019. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed \$20,000.00 for the term of this Agreement.

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

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

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

61

RESOLUTION AUTHORIZING STATE AREA PLAN GRANT CONTRACTS WITH VARIOUS ENTITIES FROM JANUARY 1, 2016 TO DECEMBER 31, 2016

WHEREAS, the County has determined that it is necessary and appropriate to provide various services through its Division of Senior Services for seniors in the County age sixty (60) or older to address various needs of the senior population in the County, and by Resolution dated June 27, 2001, authorized the use of competitive contracting in order to solicit proposals for various programs for seniors; and

WHEREAS, the majority of the funds provided for the contracts are State Area Plan Grant funds, the amounts of which are listed herein; and

WHEREAS, the County has requested proposals from interested providers through RFP 16-040, consistent with the terms and provisions of N.J.S.A. 40A:11-4.1A, and N.J.A.C. 5:34-4.1; and

WHEREAS, the County's Purchasing Director has, consistent with the applicable statutes, prepared a Request for Proposals Evaluation Report dated January 28, 2016, and delivered that report to the County's Board of Chosen Freeholders (hereinafter the "Report"); and

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

- **Gloucester County Division of Transportation Services**, 115 Budd Blvd, West Deptford, N.J. 08096, for the provision of the Non-Emergency Medical Transportation Program (# 003) in an amount not to exceed \$40,940.00 (Grant Funds \$39,000 (IIIB); Local Public Match \$1,440; Estimated Client Donation \$500);
- **Gloucester County Division of Transportation Services**, 115 Budd Blvd, West Deptford, N.J. 08096, for the provision of the Blind/Visually Impaired Transportation Program (#035) to the elderly on behalf of the Gloucester County Division of Senior Services in an amount not to exceed \$11,600.00 (Grant Funds \$11,500 (IIIB); Estimated Client Donation \$100);
- **Gloucester County Division of Transportation Services**, 115 Budd Blvd, West Deptford, N.J. 08096, for the provision of the Escorted Transportation Program (#060) in an amount not to exceed \$30,031.00 (Grant Funds \$27,136 (SHTP); Local Public Match \$2,795; Estimated Client Donation \$100);
- **Gloucester County Department of Health**, 204 East Holly Ave., Sewell, N.J. 08080, for the provision of the Physical Activity/Tai Chi & Walking Exercise Program (#008) in an amount not to exceed \$17,653.00 (Grant Funds \$15,157.00 (IIID); Local Public Match \$2,446.00; Estimated Client Donations \$50);
- **Gloucester County Department of Health**, 204 East Holly Ave., Sewell, N.J. 08080, for the provision of the Senior Health Connection Program (#009) in an amount not to exceed \$15,300.00 (Grant Funds \$14,400 (IIIB); Local Public Match \$800; Estimated Client Donations \$100);
- **Evergreen Court Adult Day Service**, 551 North Evergreen Ave., Woodbury, N.J. 08096 to provide an Adult Day Care Program (#007) in an amount not to exceed \$28,700.00 (Grant Funds: \$26,000 (III B); Local Private Match: \$2,600; Estimated Client Donations: \$100).
- **Visiting Nurse and Hospice Services Inc.**, 204 Creek Crossing Road, Hainesport, N.J. 08036, for the provision of the Personal Care/ Homemaker Services Program (# 084) in an amount not to exceed \$50,100.00 (Grant Funds \$50,000 (IIIB); Estimated Client Donations \$100);

WHEREAS, the Contracts shall be for the period commencing January 1, 2016 and concluding December 31, 2016, and shall be contingent upon grant funding under the Area Plan Grant awarded by the State of New Jersey Department of Human Services Division of Aging Services for the year 2016; and

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

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director be and is hereby authorized to execute, and the Clerk of the Board be and is hereby authorized to attest to, the Area Plan Grant contracts as hereinabove described for the period January 1, 2016 to December 31, 2016; and

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

BE IT FURTHER RESOLVED, that the County Administrator and County Counsel are hereby authorized to negotiate the final terms of the contracts authorized by this Resolution provided that the contracts in final form are in substantially the same form as approved by this Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 17, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER
ADMINISTRATOR/ CLERK OF THE BOARD

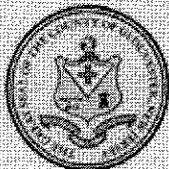


BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

To: The Board of Chosen Freeholders
From: Peter Mercanti, Purchasing Director
Date: January 28, 2016
Re: Request for Proposals, Competitive Contracting 16-040 for
Area Plan and RFP-16-041 for Peer Grouping



DEPARTMENT OF
PURCHASING

DIRECTOR
Peter M. Mercanti

PO Box 337
Woodbury, NJ 08096

Phone 856.853.3420
Fax 856.251.6777

purchasing@co.gloucester.nj.us

www.gloucestercounty.nj.gov

The potential contract for the above mentioned service for the Gloucester County Division of Senior Services was procured pursuant to N.J.S.A.40A:11-4.1(g) and N.J.A.C.5:34-4.1 et seq., *Competitive Contracting Request for Proposals*.

A county review committee was appointed, consisting of Robert McErlane, Assistant Purchasing Agent, Connie Fentress, Vice Chairperson, Division of Senior Services Advisory Council, Dennis Dittmar, Senior Program Analyst, Senior Services and Karen Christina, Fiscal Officer, Senior Services. All committee members have been and remain familiar with the need for these services, and all committee members determined, prior to the evaluation procedure, that none were in any conflict or potential conflict of interest as defined by N.J.S.A. 40A:9-22.1 et seq.

Please note that until this time, as dictated by law, the names of these committee members have not been publicly disclosed.

The specifications set forth various expectations of the County, and included, pursuant to N.J.A.C.5:34-4.2, evaluation criteria upon which the

Vendors knew they would be judged. These included Service, Coordination, Customer Satisfaction, Goals, Objectives and Methods, Facilities and Staff, Budget and Unit Cost.

On July 1, 2015 and July 2, 2015 the specifications were advertised in the newspaper and on August 6, 2015 the request for proposals were opened.

After the review committee members scored the vendors, as based upon the specifications. These scores were than tabulated into the chart referenced below, indicating the total points awarded.

The Committee recommends that the award of contract be awarded to the vendors for the services listed.

REQUEST FOR PROPOSALS (R.F.P.)	2015	Area Plan Contract	Requested	Anticipated	RFP
RFP Received and Evaluated		Service Programs	Funding	Award	Grade
Adult Day Care					
Evergreen Court			\$26,000.00	\$26,000.00	88
Personal Care & Housekeeping Services					
All About Care- Personal Care Services			\$47,500.00	\$47,500.00	89
All About Care-Housekeeping Services			\$9,500.00	\$9,500.00	92
Sonya Staffing -Certified Home Health Aide-Rejected-Incomplete			\$56,000.00	N/A	N/A
Senior Citizens United Community Services	(SCUCS)	Certified Home Health Aide	\$56,000.00	no award	68
Visiting Nurse & Hospice- Certified Home Health Aide			\$56,000.00	\$56,000.00	90
South Jersey Legal Services Inc.- Legal Services Program			\$9,500.00	\$9,500.00	93
Glassboro Senior Citizen's Center		Aid to Municipal Centers	\$14,400.00	\$14,500.00	91
Glassboro Housing Authority		Housekeeping for GHA Residents	\$52,194.00	\$52,194.00	87
Glouc. Co. Division of Education/Disability Serv.		B/V/I Counseling/Care Mgmt	\$36,600.00	\$36,600.00	87
Glouc County Division of Social Services - Adult Protective Services			\$132,245.00	\$129,775.00	88
Gloucester County		Dept. of Health- Senior Health Connection	\$17,160.00	\$17,160.00	86
Glouc. Co. Dept. of Health-		Tai-Chi/Walking Exercise Program	\$4,560.00	\$4,560.00	91
Glouc. County College		RSVP Friendly Visitor focusing on Reading Writing	\$2,500.00	\$2,500.00	87

Glouc. County College- RSVP Wellness Program						\$4,300.00	\$4,300.00	90
Glouc. County Division of Transportation Services-Escorted Transportation						\$25,642.00	\$25,642.00	93
Glouc. County Division of Transportation Services-Blind/Visually Impaired						\$11,500.00	\$11,500.00	92
Glouc. County Division of Transportation-Medical Transport						\$39,000.00	\$39,000.00	91
Peer Grouping								
All About Care LLC	Personal Home Care					\$40,000.00	\$32,000.00	92
Peer Grouping								
Evergreen Court	Adult Day Care					\$4,200.00		88

61

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

GLOUCESTER COUNTY DIVISION OF SENIOR SERVICES

(Area Agency on Aging)

INTER-AGENCY/DEPARTMENTAL AGREEMENT

AGREEMENT NUMBER 003 DATE 1/1/2016

APPROPRIATION CODE _____

PROJECT NON - EMERGENCY MEDICAL TRANSPORTATION

GRANTEE Gloucester County Division of Human and Disability Services

Division of Transportation Services

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

INTER-AGENCY/DEPARTMENTAL AGREEMENT PAGES 1 THROUGH 10

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

GLOUCESTER COUNTY DIVISION OF SENIOR SERVICES

(Area Agency on Aging)

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

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

GLOUCESTER COUNTY DEPARTMENT OF HUMAN SERVICES

DIVISION OF TRANSPORTATION SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

This agreement shall be effective as of the 1st day of January, 2016 and shall terminate no later than the 31st day of December, 2016.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 003

SCOPE OF SERVICES

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

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

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

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

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

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

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

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

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

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 003

SCOPE OF SERVICES

GRANTEE: Division of Transportation Services

PROJECT TITLE: NON-EMERGENCY MEDICAL TRANSPORTATION

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

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

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

OBJECTIVE:

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

SERVICE DEFINITION:

SERVICE TAXONOMY: 106

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

AMOUNT: \$ 40,940

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

CLIENT COUNT: 280

UNIT COST: \$17.50

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 003

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

III B	\$ 39,000	95%
State Share	-0-	-0-%
State HDM Share	-0-	-0-%
Local Public	\$1,440	4%
Client Income	\$500	1%
TOTAL	\$ 40,940	100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO AGREEMENT NUMBER 003

METHOD OF MONITORING AND REPORTS REQUIRED

REPORTS

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

MONITORING:

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

MEETINGS:

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

CLIENT SURVEY:

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

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE AAA AGREES TO INCLUDE THE FOLLOWING REQUIREMENTS IN ALL SUB-CONTRACTS, INTER-AGENCY AND INTRA-AGENCY AGREEMENTS WITH ALL PARTIES UTILIZING AREA PLAN FUNDING UNDER THIS CONTRACT:

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND POLICIES.
2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER THAT WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THE FOLLOWING CONDITIONS SHALL APPLY:
 - a) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;
 - b) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT

SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND

- c) FUNDS PROVIDED UNDER THIS AGREEMENT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED NOW, OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.
3. **PURSUANT TO SECTION 306(A)(4)(A)(II)(I)** OF THE OLDER AMERICAN ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(I), *THE PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.*
 4. **PURSUANT TO SECTION 306(A)(4)(A)(II)(II)**, OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(II), *THE PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.*
 5. **PURSUANT TO SECTION 306(A)(4)(A)(II)(III)**, OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026 (A)(4)(A)(II)(III), *THE PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.*
 6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS RECEIVED OR EXPENDED BY SUCH AGENCY TO PROVIDE SERVICES TO OLDER INDIVIDUALS SHALL BE DISCLOSED TO DOAS OR THE COMMISSIONER FOR THE DEPARTMENT OF HUMAN SERVICES UPON REQUEST.
 7. FOR AAAS PROVIDING NAPIS REGISTERED SERVICES, THE FOLLOWING SUBCONTRACT LANGUAGE SHALL BE REQUIRED TO RECEIVE FUNDING THROUGH THE AREA PLAN CONTRACT.
 - a. PROVIDER AGENCY SHALL USE SAMS FOR ALL AREA PLAN CONTRACT DATA REPORTING AND CLIENT TRACKING AS DIRECTED BY THE AAA.
 - b. IF APPLICABLE, AN ADRC PARTNER SHALL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, **RECORDING SERVICE DELIVERY AND CLIENT CHARACTERISTICS, AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.**
 - c. SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS.
 - d. ALL PROVIDER AGENCIES, SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL NOTIFY THE AAA, NO LATER THAN THE END OF THE NEXT WORKING DAY, WHEN A SAMS USER NO LONGER REQUIRES ACCESS TO SAMS TO CONDUCT BUSINESS FOR AREA PLAN CONTRACT PURPOSES, SUCH AS WHEN THE USER HAS BEEN

REASSIGNED JOB FUNCTIONS, SEPARATES FROM EMPLOYMENT OR CEASES PROVIDING SERVICES.

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

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

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

10. EACH SUB-GRANTEE SHALL REQUIRE ITS WORKERS TO COMPLETE GRANT ALLOCATION TIMESHEETS FOR PERSONNEL ALLOCATION PURPOSES.

11. PROVIDERS ARE REQUIRED TO MAINTAIN SIGNED CONFIDENTIALITY AGREEMENTS FOR SAMS USERS FOR THE LENGTH OF THE CONTRACT AND TO MAKE THESE SIGNED DOCUMENTS AVAILABLE FOR REVIEW BY THE AAA UPON REQUEST.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT
NUMBERED 003 CONSISTS OF 10 PAGES NUMBERED
CONSEQUENTLY.

GRANTEE Gloucester County Division of Human and Disability Services

Division of Transportation Services

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

BY: _____ Date _____

TITLE: _____

FUNDING AGENCY

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

BY: _____ Date _____

TITLE : Executive Director

GRANTOR:

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ Date _____

NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST: _____
Chad M. Bruner, ADMINISTRATOR/CLERK OF THE BOARD

THIS AGREEMENT dated this _____ day of _____, _____.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

GLOUCESTER COUNTY DIVISION OF SENIOR SERVICES

(Area Agency on Aging)

INTER-AGENCY/DEPARTMENTAL AGREEMENT

AGREEMENT NUMBER 035 DATE 1/1/2016

APPROPRIATION CODE _____

PROJECT TRANSPORTATION - BLIND/VISUALLY IMPAIRED

GRANTEE Gloucester County Division of Human and Disability Services

Division of Transportation Services

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

INTER-AGENCY/DEPARTMENTAL AGREEMENT PAGES 1 THROUGH 11

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

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

INTER-AGENCY/DEPARTMENTAL AGREEMENT
GENERAL PROVISIONS

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

GLOUCESTER COUNTY DIVISION OF HUMAN AND DISABILITY
SERVICES

DIVISION OF TRANSPORTATION SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This agreement shall be effective as of the 1st day of **January, 2016** and shall terminate no later than the 31st day of **December, 2016**.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 035

SCOPE OF SERVICES

County wide transportation services will be provided for blind/visually impaired seniors age 60 or older for the purpose of attaining entitlements, medical care, or for socialization. The transportation services of this contract will support a total of 663 one-way trips to meet, in part, the following transportation needs of the Blind and Visually Impaired program:

SHADES: SHADES is a support group for blind or visually impaired adults, mostly seniors, which generally meets at the Center for Independent Living. They meet monthly, and three or four times a year the meeting is held in a restaurant. Approximately 25 members need transportation on a regular basis, but probably only 20 attend any one meeting (Woodbury area, Pitman, Swedesboro, Clarksboro, Mantua, Sewell). SHADES members also attend special events including the Division of Senior Services annual picnic and Christmas party as well as the Department for the Disabled Summer Santa Program.

VISCOP: VISCOP is an educational program for blind/visually impaired adults but again, mostly seniors attend. They teach Braille, do crafts, and receive a hot meal. There is also singing and several special programs. They meet 3 times per week from the second week in September to the second week in June, at the church of the Nazarene in Pitman. Members are generally from the Woodbury, Glassboro and Williamstown areas. There are approximately 22 members, 10 of which attend regularly and the rest 1 or 2 times per week (membership fluctuates). Four times per year they have events requiring transportation on weekends or in the evening.

Transportation of blind/visually impaired seniors for the purpose of attaining entitlements or medical care may take priority over the socialization programs listed above at the request of the Blind and Visually Impaired Program, Office for the Disabled.

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

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

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

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 035

	CASH	IN-KIND	TOTAL
Personnel	-0-	-0-	-0-
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	11,600	-0-	11,600
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET COST	11,600	-0-	11,600
<u>LESS:</u>			
		Client Income	100
		USDA	-0-
		NET BUDGETED COST	\$ 11,500

III B	\$ 11,500	100.00%
State Share	-0-	-0-%
State HDM Share	-0-	-0-%
Local Share	-0-	-0-%
Client Income	100	-0-%
TOTAL	\$ 11,600	100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO AGREEMENT NUMBER 035

METHOD OF MONITORING AND REPORTS REQUIRED

REPORTS

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

MONITORING:

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

MEETINGS:

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

CLIENT SURVEY:

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

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE AAA AGREES TO INCLUDE THE FOLLOWING REQUIREMENTS IN ALL SUB-CONTRACTS, INTER-AGENCY AND INTRA-AGENCY AGREEMENTS WITH ALL PARTIES UTILIZING AREA PLAN FUNDING UNDER THIS CONTRACT:

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND POLICIES.
2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER THAT WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THE FOLLOWING CONDITIONS SHALL APPLY:
 - a) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;

- b) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND
 - c) FUNDS PROVIDED UNDER THIS AGREEMENT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED NOW, OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.
3. **PURSUANT TO SECTION 306(A)(4)(A)(II)(I)** OF THE OLDER AMERICAN ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(I), *THE PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.*
 4. **PURSUANT TO SECTION 306(A)(4)(A)(II)(II)**, OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(II), *THE PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.*
 5. **PURSUANT TO SECTION 306(A)(4)(A)(II)(III)**, OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026 (A)(4)(A)(II)(III), *THE PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.*
 6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS RECEIVED OR EXPENDED BY SUCH AGENCY TO PROVIDE SERVICES TO OLDER INDIVIDUALS SHALL BE DISCLOSED TO DOAS OR THE COMMISSIONER FOR THE DEPARTMENT OF HUMAN SERVICES UPON REQUEST.
 7. FOR AAAS PROVIDING NAPIS REGISTERED SERVICES, THE FOLLOWING SUBCONTRACT LANGUAGE SHALL BE REQUIRED TO RECEIVE FUNDING THROUGH THE AREA PLAN CONTRACT.
 - a. PROVIDER AGENCY SHALL USE SAMS FOR ALL AREA PLAN CONTRACT DATA REPORTING AND CLIENT TRACKING AS DIRECTED BY THE AAA.
 - b. IF APPLICABLE, AN ADRC PARTNER SHALL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, **RECORDING SERVICE DELIVERY AND CLIENT CHARACTERISTICS, AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.**
 - c. SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS.
 - d. ALL PROVIDER AGENCIES, SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL NOTIFY THE AAA, NO LATER THAN THE END OF THE NEXT WORKING DAY, WHEN A SAMS USER NO LONGER REQUIRES ACCESS TO SAMS TO CONDUCT BUSINESS FOR AREA PLAN

CONTRACT PURPOSES, SUCH AS WHEN THE USER HAS BEEN REASSIGNED JOB FUNCTIONS, SEPARATES FROM EMPLOYMENT OR CEASES PROVIDING SERVICES.

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

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

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

10. EACH SUB-GRANTEE SHALL REQUIRE ITS WORKERS TO COMPLETE GRANT ALLOCATION TIMESHEETS FOR PERSONNEL ALLOCATION PURPOSES.

11. PROVIDERS ARE REQUIRED TO MAINTAIN SIGNED CONFIDENTIALITY AGREEMENTS FOR SAMS USERS FOR THE LENGTH OF THE CONTRACT AND TO MAKE THESE SIGNED DOCUMENTS AVAILABLE FOR REVIEW BY THE AAA UPON REQUEST.

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

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT
NUMBERED 035 CONSISTS OF 11 PAGES NUMBERED
CONSEQUENTLY.

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

BY: _____ Date _____

TITLE: _____

FUNDING AGENCY

AREA AGENCY ON AGING: GLOUCESTER COUNTY DIVISION OF SENIOR SERVICES.

BY: _____ Date _____

TITLE: Executive Director

GRANTOR:

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ Date _____

NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

Chad M. Bruner, ADMINISTRATOR/CLERK OF THE BOARD

THIS AGREEMENT dated this _____ day of _____, _____.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

GLOUCESTER COUNTY DIVISION OF SENIOR SERVICES

(Area Agency on Aging)

INTER-AGENCY/DEPARTMENTAL AGREEMENT

AGREEMENT NUMBER 060 DATE 1/1/2016

APPROPRIATION CODE _____

PROJECT ESCORTED TRANSPORTATION

GRANTEE Gloucester County Division of Human and Disability Services

Division of Transportation Services

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

INTER-AGENCY/DEPARTMENTAL AGREEMENT PAGES 1 THROUGH 11

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

GLOUCESTER COUNTY DIVISION OF SENIOR SERVICES

(Area Agency on Aging)

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

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

**GLOUCESTER COUNTY DIVISION OF HUMAN AND DISABILITY
SERVICES**

DIVISION OF TRANSPORTATION SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

This agreement shall be effective as of the 1st day of **January, 2016** and shall terminate no later than the 31st day of **December, 2016**.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 060

SCOPE OF SERVICES

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

Escorted transportation will be made available to meet two therapy-related transportation needs of frail/disabled-targeted population. Specifically, 61 elderly individuals requiring transportation service to dialysis treatments and physical therapy following hip or knee replacement surgery will be targeted to receive 1,727 units of service.

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

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

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

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

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

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 060

SCOPE OF SERVICES

GRANTEE: Division of Transportation Services

PROJECT TITLE: Escorted Transportation

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

6 clients minority (10% of 61)

5 clients low-income (8% of 61)

61 clients frail/disabled (100% of 61)

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

OBJECTIVE:

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

SERVICE DEFINITION: **SERVICE TAXONOMY:** 107

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

AMOUNT: \$30,031.

UNITS OF SERVICE: 1727 (unit = each one way trip)

CLIENT COUNT: 61

UNIT COST: 17.39

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 060

	CASH	IN-KIND	TOTAL
Personnel	-0-	2,795.	2,795.
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	27,236.00	-0-	27,236.00
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET COST	\$27,236.00	2,795.	\$30,031.00
<u>LESS:</u>			
		Client Income	\$100
		USDA	-0-
		NET BUDGETED COST	\$ 29,931.

Title IIIB	-0-	-0-%
SHTP	27,136.	89%
State HDM Share	-0-	-0-%
Local Share	-0-	-0-
Local Public	2,795.	11%
Client Income	\$100.	-0-%
TOTAL	\$ 30,031	100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO AGREEMENT NUMBER 060

METHOD OF MONITORING AND REPORTS REQUIRED

REPORTS

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

MONITORING:

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

MEETINGS:

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

CLIENT SURVEY:

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

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE AAA AGREES TO INCLUDE THE FOLLOWING REQUIREMENTS IN ALL SUB-CONTRACTS, INTER-AGENCY AND INTRA-AGENCY AGREEMENTS WITH ALL PARTIES UTILIZING AREA PLAN FUNDING UNDER THIS CONTRACT:

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND POLICIES.
2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER THAT WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THE FOLLOWING CONDITIONS SHALL APPLY:
 - a) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;

- b) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND
 - c) FUNDS PROVIDED UNDER THIS AGREEMENT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED NOW, OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.
3. **PURSUANT TO SECTION 306(A)(4)(A)(II)(I)** OF THE OLDER AMERICAN ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(I), *THE PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.*
 4. **PURSUANT TO SECTION 306(A)(4)(A)(II)(II)**, OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(II), *THE PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.*
 5. **PURSUANT TO SECTION 306(A)(4)(A)(II)(III)**, OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026 (A)(4)(A)(II)(III), *THE PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.*
 6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS RECEIVED OR EXPENDED BY SUCH AGENCY TO PROVIDE SERVICES TO OLDER INDIVIDUALS SHALL BE DISCLOSED TO DOAS OR THE COMMISSIONER FOR THE DEPARTMENT OF HUMAN SERVICES UPON REQUEST.
 7. FOR AAAS PROVIDING NAPIS REGISTERED SERVICES, THE FOLLOWING SUBCONTRACT LANGUAGE SHALL BE REQUIRED TO RECEIVE FUNDING THROUGH THE AREA PLAN CONTRACT.
 - a. PROVIDER AGENCY SHALL USE SAMS FOR ALL AREA PLAN CONTRACT DATA REPORTING AND CLIENT TRACKING AS DIRECTED BY THE AAA.
 - b. IF APPLICABLE, AN ADRC PARTNER SHALL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, **RECORDING SERVICE DELIVERY AND CLIENT CHARACTERISTICS, AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.**
 - c. SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS.
 - d. ALL PROVIDER AGENCIES, SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL NOTIFY THE AAA, NO LATER THAN THE END OF THE NEXT WORKING DAY, WHEN A SAMS USER NO LONGER REQUIRES ACCESS TO SAMS TO CONDUCT BUSINESS FOR AREA PLAN

CONTRACT PURPOSES, SUCH AS WHEN THE USER HAS BEEN REASSIGNED JOB FUNCTIONS, SEPARATES FROM EMPLOYMENT OR CEASES PROVIDING SERVICES.

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

8. IN ADDITION TO ANY APPLICABLE HIPAA REQUIREMENTS, IF REQUIRED BY LAW OR REQUESTED BY DOAS, THE SUB-GRANTEE OR THIRD PARTY, OR INDIVIDUALS WORKING FOR OR WITH A SUB-GRANTEE OR THIRD PARTY, SHALL MAINTAIN THE CONFIDENTIALITY OF EACH PARTICIPANT'S PERSONAL AND CONFIDENTIAL INFORMATION AND SHALL NOT DISCLOSE SUCH INFORMATION EXCEPT WHERE DISCLOSURE IS CONSISTENT WITH APPLICABLE LAW AND DOAS REQUIREMENTS AND POLICIES, AND THE DISCLOSURE IS MADE TO THE PARTICIPANT; TO THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY UPON THE INFORMED WRITTEN CONSENT OF THE PARTICIPANT OR THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY PURSUANT TO A COURT ORDER; OR IF DISCLOSURE IS MADE FOR PROGRAM MONITORING BY AUTHORIZED FEDERAL, STATE OR LOCAL MONITORING AGENCIES.
9. EACH SUB-GRANTEE SHALL HAVE A BUSINESS CONTINUITY PLAN THAT WILL BE ACTIVATED IN THE EVENT OF AN EMERGENCY. THE PLAN SHALL ADDRESS WAYS IN WHICH CRITICAL SERVICES ARE MAINTAINED FOR THE PARTICIPANT AND A DESCRIPTION OF THE METHODS FOR COMMUNICATING ABOUT SERVICE CONTINUATION.
10. EACH SUB-GRANTEE SHALL REQUIRE ITS WORKERS TO COMPLETE GRANT ALLOCATION TIMESHEETS FOR PERSONNEL ALLOCATION PURPOSES.
11. PROVIDERS ARE REQUIRED TO MAINTAIN SIGNED CONFIDENTIALITY AGREEMENTS FOR SAMS USERS FOR THE LENGTH OF THE CONTRACT AND TO MAKE THESE SIGNED DOCUMENTS AVAILABLE FOR REVIEW BY THE AAA UPON REQUEST.

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

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

GRANTEE Gloucester County Division of Human and Disability Services

Division of Transportation Services

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

BY: _____ **Date** _____

TITLE: _____

FUNDING AGENCY

AREA AGENCY ON AGING: GLOUCESTER COUNTY DIVISION OF SENIOR SERVICES.

BY: _____ **Date** _____

TITLE: Executive Director

GRANTOR:

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ **Date** _____

NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

Chad M. Bruner, ADMINISTRATOR/CLERK OF THE BOARD

THIS AGREEMENT dated this _____ day of _____, _____.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

GLOUCESTER COUNTY DIVISION OF SENIOR SERVICES

(Area Agency on Aging)

INTER-AGENCY/DEPARTMENTAL AGREEMENT

AGREEMENT NUMBER 008 DATE 1/1/2016

APPROPRIATION CODE _____

PROJECT: PHYSICAL ACTIVITY/ TAI CHI & Walking EXERCISE PROGRAM

GRANTEE Gloucester County Division of Health

204 East Holly Ave

Sewell, NJ 08080

INTER-AGENCY/DEPARTMENTAL AGREEMENT PAGES 1 THROUGH 16

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

GLOUCESTER COUNTY DIVISION OF SENIOR SERVICES

(Area Agency on Aging)

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

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

GLOUCESTER COUNTY DIVISION OF HEALTH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This agreement shall be effective as of the 1st day of **January, 2016** and shall terminate no later than the 31st day of **December, 2016**.

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 008
SCOPE OF SERVICES

The Service Provider will provide a Physical Health Awareness Walking Exercise Program and Tai Chi Exercise Program, which is approved as a Title III D Evidence Based Health Promotion program for senior citizens with funds from this grant. The Department of Health's certified Health Educator has successfully completed a previous Physical Health-Tai Chi Exercise Program through the Division of Senior Services for senior residents and Housing Authority residents.

The overall goal of the **Physical Health Walking Exercise Program – Tai Chi Exercise Program** is to implement an awareness and education program to assist senior residents at managing Arthritis and to provide a low-impact exercise (Tai Chi) program at each one of the six Senior Nutrition Site locations, and other sites throughout Gloucester County. The programs will target seniors with Arthritis and related diseases and provide education in managing the symptoms associated with these diseases.

PHYSICAL HEALTH WALKING EXERCISE & TAI CHI PROGRAMS 2016

Scope of Services

1) Definition of Service

Gloucester County Division of Health and Human Services is a service agency under the auspices of the County Board of Chosen Freeholders. By contract with municipal boards of health, the department provides a broad range of personal, consumer and environmental health services to all residents of Gloucester County. Many of these services focus upon protecting persons from health threats and assisting residents to adopt safe and healthful lifestyles.

The Division of Health has been in operation since 1968 and is located in Washington Township. There are about 49 employees working either in personal or environmental health services.

The project will provide a low impact exercise program for people with arthritis and related reduced mobility, utilizing Sun style Tai Chi to promote the overall wellness of the client. This style includes agile steps and exercises that may improve mobility, breathing and relaxation. The movements do not require deep bending or squatting, which makes it easier and more comfortable to learn. The program itself consists of 12 movements-6 basic and 6 advanced- a warm up and a cool down. Once becoming familiar with the 12 movements, the program is designed to provide continual challenge by reversing the direction of the movements. This program provides senior with gained balance, strength, and flexibility.

2) Proposed Magnitude and Anticipated Scheduling of Service Delivery

The anticipated number of clients to be served will be a minimum of 25. The program will be provided for 2 hours a week lasting 25 weeks. Followed by 6 month period in

which there is no organized classes. This will be at a specified location that could house the program in a safe manner.

If we were not able to receive the funding for this project we would have to eliminate some key parts of the proposal, for example, providing informational material and incentive gifts. In addition, the cost to certify our employee would be unattainable.

3) Anticipated Method and Location of Service Delivery

All services will be delivered in Gloucester County, only by Gloucester County service providers.

4) Minimum Personnel Qualifications and Staffing Patterns

The Division of Health and Human Services will designate a Project Coordinator. The coordinator will be certified and have the educational background/experience to lead this project. The project coordinator will be a certified Tai Chi Instructor through the International Fitness Professionals Association.

The Division of Health and Human Services has also successfully completed a previous Physical Health – such as Fibromyalgia Self-Help and the Arthritis Self-Help Programs, Walking Exercise Programs and the Arthritis Exercise Program. All of these programs have been funded through the Division of Senior Services for Gloucester County residents.

The project will also provide a Tai Chi exercise program which meets all of the requirements as outlined in PM 2016-10; I-10 Title III D Administrative Guidelines. This program is designed to improve and promote the overall wellness of the client utilizing Sun style Tai Chi. This style includes agile steps and exercises that may improve mobility, breathing and relaxation. The movements do not require deep bending or squatting, which makes it easier and more comfortable to learn. The program itself consists of 12 movements-6 basic and 6 advanced- a warm up and a cool down. Once becoming familiar with the 12 movements, the program is designed to provide continual challenge by reversing the direction of the movements. This program provides senior with gained balance, strength, and flexibility.

Objectives of the Physical Activity Walking Exercise – Tai Chi Programs:

- Participants will receive basic information heart disease, stroke, blood pressure, cancer and arthritis.
- Participants will learn proper Tai Chi techniques in a safe manner according to the Tai Chi curriculum.
- Participants will learn about the rationale for exercise according to approved Title III D Guidelines for a Tai Chi curriculum.
- To provide participants with an opportunity for observation of/and practice of Tai Chi Program approved exercises.
- To provide participants with a discussion on fatigue/energy conservation.

- To provide participants with an understanding of the importance of posture/body mechanics and mobility, breathing and relaxation.
- To provide participants with an opportunity to learn stress management skills through relaxation exercises lead by the International Fitness Professionals Association Tai Chi program.

Title III D Disease Prevention
Evidence Based Justification

“The program is identified by a leading national authority on healthy aging as an evidence-based health promotion”.

Program Synopsis

The Tai Chi, is an evidence based group exercise programs developed specifically for older adults for the promoting and maintaining. The goal of all three programs is to improve overall functional fitness and wellbeing of older adults.

Evidence

Poor health is not a foregone consequence of aging. An active lifestyle is a key component to successful aging, one-third of older adults are inactive (2). Based on information provided by the National Council on Aging, “Physical activity can help even frail older adults prolong their independence and improve their quality of life”. Clinical research has proven unequivocally that those individuals that are physically active can reduce their risk of heart disease, high blood pressure, high cholesterol, chronic lung disease, diabetes, osteoporosis, obesity and overweight and arthritis (1).

Regular physical activity can also benefit individuals with depression and anxiety. It may also reduce the risk of cognitive decline in older adults (1).

References

1. United States Department of Health and Human Services. *Physical Activity and Health: A report of the Surgeon General*. United States Department of Health and Human Services, Center for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, 1996.
2. United States Department of Health and Human Services. *Leisure-time Physical Activity among older adults: United States, 1997-98*. United States Department of Health and Human Services, Center for Disease Control and Prevention, National Center for Health Statistics , 2002.

Information regarding Arthritis and physical activity

The prevalence of adults with arthritis-attributable activity limitation ranges from 6.3% to 16.7% (state median: 9.9%). These high rates of arthritis-attributable activity limitation are projected to increase with the aging of the population. Arthritis-attributable activity limitation can be prevented or reduced in many persons. In fact, both aerobic and strengthening exercises can improve physical function and increase ability and confidence at performing daily activities. Studies have shown that people with arthritis can safely participate in exercise programs to improve their cardiovascular fitness, muscular strength, psychological outlook and physical function.

**COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 008
SCOPE OF SERVICES**

GRANTEE: Gloucester County Division of Health

PROJECT TITLE: Physical Health- TAI CHI & Walking Exercise Programs

POPULATION TO BE SERVED: TAI CHI Exercise & Walking Exercise Programs for residents of the county who are 60 years of age or older, with a concerted effort to target the low income minority population in at least the same proportion as found in the population of older individuals of the area served by the provider.

Walking Exercise Program	60 total clients 12 clients minority- low income (20% of 60) 15 clients disabled (25% of 60) 42 clients frail and vulnerable (70% of 60)
---------------------------------	---

TAI CHI Exercise Program	25 clients low income (100% of 25) 5 clients low income minority (20% of 25)
---------------------------------	---

SERVICE AREA: Gloucester County with a concerted effort to serve areas that are easily accessed by the targeted population. All services will be delivered in Gloucester County, at the Gloucester County Nutrition Sites, and only by Gloucester County service providers.

Targeting Requirements

The anticipated target group is low-income, older adults with signs, symptoms or diagnosis of arthritis. Many of the citizens are frail, disabled and minority low-income. The program also targets those with limited mobility as exercises may be performed from a seated or standing position.

Minimum Personnel Qualifications and Staffing Patterns

The Division of Health and Human Services will designate a Project Coordinator. The coordinator will have both the educational background and experience to lead this project. The project coordinator will have been thoroughly trained through the International Fitness Professionals Association. The Division of Health and Human Services has successfully completed previous programs such as *Healthy Bones Osteoporosis Course, Fibromyalgia Self-Help and the Arthritis Self-Help Programs, and Walking Exercise Programs* funded through the Division of Senior Services, for Gloucester County residents.

The overall goal of the **Walking Exercise Program** is to improve the quality of life for those affected by arthritis/ joint mobility challenges. This will be achieved through the implementation of two self-help exercise programs to a minimum of 60 (total) senior residents at two of the six senior Nutrition Sites (Paulsboro and Glassboro).

The programs offered to the residents will consist of six (6), one (1) hour sessions, giving each participant very specialized attention. Participant will learn stretches and exercises according to their ability level following the guidance of the Exercise Leader.

Each participant will receive an exercise kit. The \$25.00 (\$25 x 60 = \$1500) cost for each kit will be provided by the project. Each kit will contain therapy band, exercise scarf, soft one- pound weight set and water bottle depending on ability level.

Goal

The goals of the Arthritis Exercise Program are to provide Gloucester County Senior Residents with an arthritis program that will decrease pain levels and increase mobility and function caused by arthritis.

Objectives

- Participants will receive basic information arthritis.
- Participants will learn proper exercise techniques in a safe manner according to the Arthritis Exercise’s curriculum.
- Participants will learn about the rationale for exercise according to the Arthritis Exercise’s curriculum.
- To provide participants with an opportunity for observation of/and practice of approved exercises.
- To provide participants with a discussion on fatigue/energy conservation.
- To provide participants with an understanding of the importance of posture/body mechanics.
- To provide participants with an opportunity to learn stress management skills through relaxation exercises lead by the program instructor.

Evaluation

The Walking Exercise program participants will complete a pre and post questionnaire to evaluate their arthritis/ joint mobility pain perceptions and their knowledge. Success of this program shall be demonstrated by a decrease in pain perception and an increase in knowledge, and quality of life.

SERVICE DEFINITION:

SERVICE TAXONOMY: 330

(330) (B) Physical Health Arthritis Exercise Program: to promote health and physical activity in older adults, afflicted with arthritis, through exercise.

(330) (D) Physical Activity: (Tai Chi) Planned and structured activities aimed at improving or maintaining a person’s physical health.

	<u>330</u> Tai Chi	<u>330</u> Arthritis Exercise Program
<u>AMOUNT:</u>	\$ 17,653.(D)	\$4,170.00 (B)
<u>UNITS OF SERVICE:</u>	625	60
<u>CLIENT COUNT:</u>	25	60
<u>UNIT COST:</u>	\$28.25.	\$69.50

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 008

Title III D Funding Budget (Tai-Chi)

	CASH	IN-KIND	TOTAL
Personnel	- 0 -	2446.	2446.
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	15,207.	-0-	15,207.
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET			
COST	\$ 15,207.	\$2,446.	\$17,653.
	<u>LESS:</u>		
		Client Income	50
		USDA	-0-
		NET BUDGETED	
		COST	\$17,603.

III B	\$ -0-	0 %
III D	\$15,157.	86%
State HDM Share	-0-	-0-%
Local Public	\$2,446	14 %
Client Income	\$50	0 %
TOTAL	\$ 17,653	100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

**ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 008
Title III B Funding Budget Walking Exercise Program**

	CASH	IN-KIND	TOTAL
Personnel	- 0-	2,060	2,060
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	2,110	-0-	2,110
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET			
COST	\$2,110	\$2,060	\$4,170
	<u>LESS:</u>		
		Client Income	50
		USDA	-0-
		NET BUDGETED	
		COST	\$4,120

III B	\$2,060	50%
III D	-0-	-0-
State HDM Share	-0-	-0-%
Local Public	\$2,060	49%
Client Income	\$50	1%
TOTAL	\$ 4,170	100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO AGREEMENT NUMBER 008

METHOD OF MONITORING AND REPORTS REQUIRED

REPORTS

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

MONITORING:

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

MEETINGS:

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

CLIENT SURVEY:

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

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE AAA AGREES TO INCLUDE THE FOLLOWING REQUIREMENTS IN ALL SUB-CONTRACTS, INTER-AGENCY AND INTRA-AGENCY AGREEMENTS WITH ALL PARTIES UTILIZING AREA PLAN FUNDING UNDER THIS CONTRACT:

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND POLICIES.
2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER THAT WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THE FOLLOWING CONDITIONS SHALL APPLY:
 - a) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;

- b) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND
 - c) FUNDS PROVIDED UNDER THIS AGREEMENT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED NOW, OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.
3. **PURSUANT TO SECTION 306(A)(4)(A)(II)(I)** OF THE OLDER AMERICAN ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(I), *THE PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.*
 4. **PURSUANT TO SECTION 306(A)(4)(A)(II)(II)**, OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(II), *THE PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.*
 5. **PURSUANT TO SECTION 306(A)(4)(A)(II)(III)**, OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026 (A)(4)(A)(II)(III), *THE PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.*
 6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS RECEIVED OR EXPENDED BY SUCH AGENCY TO PROVIDE SERVICES TO OLDER INDIVIDUALS SHALL BE DISCLOSED TO DOAS OR THE COMMISSIONER FOR THE DEPARTMENT OF HUMAN SERVICES UPON REQUEST.
 7. FOR AAAS PROVIDING NAPIS REGISTERED SERVICES, THE FOLLOWING SUBCONTRACT LANGUAGE SHALL BE REQUIRED TO RECEIVE FUNDING THROUGH THE AREA PLAN CONTRACT.
 - a. PROVIDER AGENCY SHALL USE SAMS FOR ALL AREA PLAN CONTRACT DATA REPORTING AND CLIENT TRACKING AS DIRECTED BY THE AAA.
 - b. IF APPLICABLE, AN ADRC PARTNER SHALL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, **RECORDING SERVICE DELIVERY AND CLIENT CHARACTERISTICS, AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.**
 - c. SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS.
 - d. ALL PROVIDER AGENCIES, SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL NOTIFY THE AAA, NO LATER THAN THE END OF THE NEXT WORKING DAY, WHEN A SAMS USER NO LONGER REQUIRES ACCESS TO SAMS TO CONDUCT BUSINESS FOR AREA PLAN

CONTRACT PURPOSES, SUCH AS WHEN THE USER HAS BEEN REASSIGNED JOB FUNCTIONS, SEPARATES FROM EMPLOYMENT OR CEASES PROVIDING SERVICES.

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

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

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

10. EACH SUB-GRANTEE SHALL REQUIRE ITS WORKERS TO COMPLETE GRANT ALLOCATION TIMESHEETS FOR PERSONNEL ALLOCATION PURPOSES.

11. PROVIDERS ARE REQUIRED TO MAINTAIN SIGNED CONFIDENTIALITY AGREEMENTS FOR SAMS USERS FOR THE LENGTH OF THE CONTRACT AND TO MAKE THESE SIGNED DOCUMENTS AVAILABLE FOR REVIEW BY THE AAA UPON REQUEST.

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

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT
NUMBERED 008 CONSISTS OF 16 PAGES NUMBERED
CONSEQUENTLY.

GRANTEE Gloucester County Division of Health

204 East Holly Ave.

Sewell, NJ 08080

BY: _____ Date _____

TITLE _____

FUNDING AGENCY

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

BY: _____ Date _____

TITLE: Executive Director

GRANTOR:

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ Date _____

NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

Chad M. Bruner, ADMINISTRATOR/CLERK OF THE BOARD

THIS AGREEMENT dated this _____ day of _____, _____.

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

GRANT AGREEMENT NUMBER 007 DATE 1-1-2016

APPROPRIATION CODE _____

PROJECT ADULT DAY CARE

GRANTEE Evergreen Court Adult Day Services

551 North Evergreen Avenue

Woodbury, NJ 08096

GRANT AGREEMENT PAGES 1 THROUGH 19

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

INDEX TO PROVISION

GENERAL PROVISIONS OF GRANT AGREEMENT

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

SUPPLEMENTARY PROVISIONS

18. thru 22

ASSURANCES FEDERAL REGISTER QUOTES

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

A - Scope of Services

B - Approved Budget

C - Method of Payment and Reporting Requirements

Monitoring Schedule and Limitations of Contract

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

DEFINITIONS:

PROJECT: ADULT DAY CARE

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

AUTHORIZED APPROPRIATION:

ACCOUNT TITLE Area Plan

ACCOUNT CODE _____

CONTRACT PERIOD:

THIS AGREEMENT, ENTERED INTO THIS 1ST DAY OF JANUARY, 2016, BY
AND BETWEEN THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY
OF GLOUCESTER HEREINAFTER REFERRED TO AS THE "COUNTY"

AND:

GRANTEE Evergreen Court Adult Day Services

551 North Evergreen Avenue

Woodbury, NJ 08096

HEREINAFTER REFERRED TO AS THE "GRANTEE".

WITNESSETH THAT:

1. TERM OF AGREEMENT. THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE 1ST DAY OF JANUARY, 2016 AND SHALL TERMINATE NO LATER THAN THE 31ST DAY OF DECEMBER, 2016.

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

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

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

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

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

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

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

REJECTION OF THE INVOICE UNTIL THE NECESSARY DETAILS ARE PROVIDED.

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

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

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

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

10. PERSONAL PROPERTY. IF PERSONALTY, INCLUDING EQUIPMENT COSTING LESS THAN ONE HUNDRED (\$100.00) DOLLARS PER ITEM IS ACQUIRED AND USED FOR THREE (3) YEARS FROM DATE OF ACQUISITION FOR APPROVED CONTRACT PURPOSES, TITLE TO SUCH PROPERTY SHALL VEST IN THE GRANTEE. PERSONALTY, INCLUDING EQUIPMENT, COSTING MORE THAT ONE HUNDRED (\$100.00) DOLLARS OR USED FOR LESS THAN THREE (3) YEARS SHALL BE OWNED BY THE COUNTY. THE COUNTY AT ITS OPTION MAY, HOWEVER, PERMIT

THE GRANTEE TO RETAIN SUCH PROPERTY, SUBJECT TO REIMBURSEMENT TO THE COUNTY (AREA PLAN GRANT UNDER TITLE III) OF ITS COST MINUS A FAIR RENTAL VALUE, FOR THE PERIOD OF ACTUAL USE.

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

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

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

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

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

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

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

(B) DISCOVERY OF ANY PECUNIARY OR PERSONAL INTEREST BY THE GRANTEE, ITS EMPLOYEES, ITS OFFICERS, ITS TRUSTEES, OR ITS DIRECTORS IN THE PROJECT, OR IN ANY CONTRACT EMANATING FROM THE OPERATION OF THIS PROJECT;

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

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

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

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

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

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

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

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

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

SUPPLEMENTARY PROVISIONS

(PROVISIONS NUMBERED 18 AND FOLLOWING)

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

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

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

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

THE VENDOR SHALL BE RESPONSIBLE FOR AND SHALL KEEP, SAVE AND HOLD THE COUNTY OF GLOUCESTER HARMLESS FROM ALL CLAIMS, LOSS, LIABILITY, EXPENSE, OR DAMAGE RESULTING FROM ALL MENTAL OR PHYSICAL INJURIES OR DISABILITIES, INCLUDING DEATH, TO EMPLOYEES OR RECIPIENTS OF THE VENDOR'S SERVICES OR TO ANY OTHER PERSONS, OR FROM ANY DAMAGE TO ANY PROPERTY SUSTAINED IN CONNECTION

WITH THIS CONTRACT WHICH RESULTS FROM ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE OR MALPRACTICE, OF ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS OR INDEPENDENT CONTRACTORS, OR FROM THE VENDOR'S FAILURE TO PROVIDE FOR THE SAFETY AND PROTECTION OF ITS EMPLOYEES, WHETHER OR NOT DUE TO NEGLIGENCE, FAULT, OR DEFAULT OF THE VENDOR. THE VENDOR'S LIABILITY UNDER THIS AGREEMENT SHALL CONTINUE AFTER THE TERMINATION OF THIS AGREEMENT WITH RESPECT TO ANY LIABILITY,

LOSS, EXPENSE OR DAMAGE RESULTING FROM ACTS OCCURRING PRIOR TO TERMINATION.

21. THIS CONTRACT, IN ALL PHASES, IS PURSUANT TO THE AVAILABILITY OF FEDERAL FUNDING UNDER TITLE III.
22. ADDITIONAL INSURED: THE COUNTY OF GLOUCESTER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECT TO EVERGREEN COURT ADULT DAY SERVICES, ADULT MEDICAL DAY CARE, FOR THE EVENT OF THE ADULT DAY CARE PROGRAM FOR SENIORS ON JANUARY 1, 2016 UNTIL DECEMBER 31, 2016.

ASSURANCES

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

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

FEDERAL REGISTER QUOTES THAT APPLY UNDER TITLE III.

1321.105 LICENSURE REQUIREMENT.

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

1321.109 PREFERENCE FOR THOSE WITH GREATEST ECONOMIC NEED.

ALL SERVICE PROVIDERS UNDER THIS PART MUST GIVE PREFERENCE TO THOSE WITH GREATEST ECONOMIC OR SOCIAL NEED.

SERVICE PROVIDERS MAY USE METHODS SUCH AS LOCATIONS OF SERVICES AND SPECIALIZATION IN THE TYPES OF SERVICES MOST NEEDED BY THESE GROUPS TO MEET THIS REQUIREMENT. NO SERVICE PROVIDER MAY USE A MEANS TEST.

1321.111 CLIENT CONTRIBUTIONS.

UNDER TITLE III OF THE OLDER AMERICANS ACT EACH CLIENT MUST BE GIVEN AN OPPORTUNITY TO CONTRIBUTE TO THE SERVICE BEING PROVIDED. ALL CONTRIBUTIONS MUST BE ACCOUNTED FOR AND MUST BE USED BY THE SERVICE PROVIDER FOR THE EXPANSION OF THE SERVICE.

1321.115 ADVISORY ROLE TO SERVICE PROVIDERS OF OLDER PERSONS.

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

1361.161 LEGAL SERVICES.

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

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
ATTACHMENT I, LIVING WAGE AGREEMENT, GRANT NUMBER 007

The County of Gloucester has implemented a "Living Wage" Resolution to be utilized in all Gloucester County Contracts. This was enacted under the Gloucester County Administrative Code, Article, PUR-4, Purchasing Procedures. (Dated August 1, 2001, Amended January 2, 2016).

Therefore, all employees assigned to work performed to contracts on behalf of the County of Gloucester shall be paid at an hourly rate of compensation as set forth in the Administrative Code provision continue to be required to assure that successful bidders receiving contracts awarded by the County of Gloucester attract and provide the highest quality workers available, ensuring quality workmanship and services, designed to result in County work being completed in a timely and appropriate fashion, with fewer worker injuries and work stoppages, all to the benefit of the County operations specifically and the residents of the County of Gloucester generally. All employees shall be paid at an hourly rate of compensation which shall be not less than one and one half times the State of New Jersey minimum wage; currently \$12.57 per hour. **The Gloucester County "Living Wage" is subject to increase in conjunction with any and all Federal and State Minimum Wage increases as they may occur.**

In lieu of providing health and hospital insurance coverage to employees assigned to perform work as described above, the contract vendor shall pay to such assigned employees an amount equal to 25% of the minimum hourly wage established pursuant to Paragraph A., of this Administrative Code section" Currently \$3.14 per hour.
A statement of employees' wages and benefits must be completed and submitted as a material requirement of the bid in order for the bid to be accepted.

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

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

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

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

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

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 007

SCOPE OF SERVICES

Medical day care includes transportation, nursing care, social services, meals, snacks, and appropriate activities. The program is designed to prevent and/or postpone premature institutionalization while allowing the participants to remain in the community. The program is concerned with the fulfillment of the health needs of the participants who can benefit from a health services alternative to total institutionalization. Medical day care is a program of medically supervised, health related services provided in an ambulatory care setting to persons who are non-residents to the facility, and who, due to their physical and/or mental impairment, need health maintenance and restorative services supportive to their community living. The program also provides the caregiver a much needed respite from the stresses of continuous care.

The program will make available medical day care services for those people who cannot meet Medicaid requirements, waiver programs, or a private pay schedule. The total number of client days may be expanded where the client can make a partial contribution to the day care fee. Most of the clients served are below poverty level so client donations would be the exception.

The agency is in contact with other agencies serving the county, receives a large percentage of clients through referrals, and where appropriate refers clients to needed services of other agencies.

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

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

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

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 007

SCOPE OF SERVICES

GRANTEE: Evergreen Court Adult Day Services

PROJECT TITLE: Adult Day Care

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

8 clients low income minority	(50% of 15)
15 clients frail/disabled	(100% of 15)

SERVICE AREA: All of Gloucester County with a concerted effort to serve areas that are easily accessed by the targeted population.

OBJECTIVE:

To provide Adult Day Care for approximately 15 clients needing such service. If the grant is not awarded the clients will continue to be served. Grant funding only pays for the cost involved with the care the client receives while at the center, with 100% going to client need.

SERVICE DEFINITION:

SERVICE TAXONOMY: 322

Direct care and supervision for a portion of a day, provided through a structured program of social, rehabilitative, and/or maintenance services in a suitable facility, for physically or mentally impaired older persons who are not capable of full time independent living.

AMOUNT: \$28,700.00

UNITS OF SERVICE: 2050 (unit = hour)

CLIENT COUNT: 15 clients

UNIT COST: \$ 14.00 /hour, 5 hour day, (\$70/day)

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 007

	CASH	IN-KIND	TOTAL
Personnel	-0-	-0-	-0-
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	28,700.	-0-	28,700.
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET COST	28,700.00	-0-	28,700.00
<u>LESS:</u>		Client Income	100
		USDA	-0-
		NET BUDGETED COST	\$28,600.00

III B	\$26,000.00	90%
State HDM Share	-0-	-0-%
Local Private	\$2,600	10%
Client Income	\$100	0%
TOTAL	\$ 28,700.00	100%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 007

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE AAA AGREES TO INCLUDE THE FOLLOWING REQUIREMENTS IN ALL SUB-CONTRACTS, INTER-AGENCY AND INTRA-AGENCY AGREEMENTS WITH ALL PARTIES UTILIZING AREA PLAN FUNDING UNDER THIS CONTRACT:

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND POLICIES.
2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER THAT WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THE FOLLOWING CONDITIONS SHALL APPLY:
 - a) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;
 - b) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND
 - c) FUNDS PROVIDED UNDER THIS AGREEMENT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED NOW, OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.
3. **PURSUANT TO SECTION 306(A)(4)(A)(II)(I) OF THE OLDER AMERICAN ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(I), THE PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.**
4. **PURSUANT TO SECTION 306(A)(4)(A)(II)(II), OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(II), THE PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.**
5. **PURSUANT TO SECTION 306(A)(4)(A)(II)(III), OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026 (A)(4)(A)(II)(III), THE PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS**

**WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS
RESIDING IN THE PLANNING AND SERVICE AREA.**

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

7. FOR AAAS PROVIDING NAPIS REGISTERED SERVICES, THE FOLLOWING SUBCONTRACT LANGUAGE SHALL BE REQUIRED TO RECEIVE FUNDING THROUGH THE AREA PLAN CONTRACT.
 - a. PROVIDER AGENCY SHALL USE SAMS FOR ALL AREA PLAN CONTRACT DATA REPORTING AND CLIENT TRACKING AS DIRECTED BY THE AAA.
 - b. IF APPLICABLE, AN ADRC PARTNER SHALL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, **RECORDING SERVICE DELIVERY AND CLIENT CHARACTERISTICS, AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.**
 - c. SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS.
 - d. ALL PROVIDER AGENCIES, SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL NOTIFY THE AAA, NO LATER THAN THE END OF THE NEXT WORKING DAY, WHEN A SAMS USER NO LONGER REQUIRES ACCESS TO SAMS TO CONDUCT BUSINESS FOR AREA PLAN CONTRACT PURPOSES, SUCH AS WHEN THE USER HAS BEEN REASSIGNED JOB FUNCTIONS, SEPARATES FROM EMPLOYMENT OR CEASES PROVIDING SERVICES.

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

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

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

10. EACH SUB-GRANTEE SHALL REQUIRE ITS WORKERS TO COMPLETE GRANT ALLOCATION TIMESHEETS FOR PERSONNEL ALLOCATION PURPOSES.

11. PROVIDERS ARE REQUIRED TO MAINTAIN SIGNED CONFIDENTIALITY AGREEMENTS FOR SAMS USERS FOR THE LENGTH OF THE CONTRACT AND TO MAKE THESE SIGNED DOCUMENTS AVAILABLE FOR REVIEW BY THE AAA UPON REQUEST.

METHOD OF PAYMENT, MONITORING AND REPORTS REQUIRED

PAYMENTS

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

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

THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:

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

REPORTS

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

COORDINATORS ARE TO GIVE A QUARTERLY NARRATIVE REPORT ON THE PROGRESS OF THE PROGRAM.

MONITORING:

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

MEETINGS:

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

CLIENT SURVEY:

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

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

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT
NUMBERED 007 CONSISTS OF 19 PAGES NUMBERED CONSEQUENTLY.

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

GRANTEE Evergreen Court Adult Day Services

551 North Evergreen Avenue

Woodbury, NJ 08096

BY: _____ Date _____

(Name)

(Title)

GRANTOR:

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ Date _____

NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST: _____
Chad M. Bruner, ADMINISTRATOR/CLERK OF THE BOARD

THIS AGREEMENT dated this _____ day of _____, _____.

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

INTER-AGENCY/DEPARTMENTAL AGREEMENT

GRANT AGREEMENT NUMBER 009 DATE 1/1/2016

APPROPRIATION CODE _____

PROJECT **SENIOR HEALTH CONNECTION**

GRANTEE Gloucester County Department of Health and Human Services

204 East Holly Ave.

Sewell, NJ 08080

GRANT AGREEMENT PAGES 1 THROUGH 13

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

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

INTER-AGENCY/DEPARTMENTAL AGREEMENT
GENERAL PROVISIONS

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

GLOUCESTER COUNTY DEPARTMENT OF HEALTH AND HUMAN
SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This agreement shall be effective as of the 1st day of **January, 2016** and shall terminate no later than the 31st day of **December, 2016**.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 009

SCOPE OF SERVICES

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

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

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

The Senior Health Connection Program will provide health screenings and education using culturally sensitive materials to 175 participants at several non-traditional sites in Gloucester County.

The Senior Health Connection Program

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

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

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

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

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

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

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 009

SCOPE OF SERVICES

GRANTEE: Gloucester County Department of Health and Human Services

PROJECT TITLE: Senior Health Connection

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

70 minority clients	(40% of 175 clients)
70 clients low income minority	(40% of 175 clients)

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

OBJECTIVE:

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

SERVICE DEFINITION:

SERVICE TAXONOMY: 326

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

AMOUNT: \$ 15,300

UNITS OF SERVICE: 175 (unit = each contact)

CLIENT COUNT: 175

UNIT COST: 87.43

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 009

	CASH	IN-KIND	TOTAL
Personnel	11,900.00	800.00	12,700.00
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	2,600	-0-	2,600
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET COST	14,500.00	800.00	15,300.00
<u>LESS:</u>		Client Income	100
		USDA	-0-
		NET BUDGETED COST	15,200.00

III B	14,400	94%
State MATCH	-0-	0%
State HDM Share	-0-	-0-%
Local Share	-0-	-0-%
Local Public	800	6%
Client Income	100	0%
TOTAL	\$ 15,300.	100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 009

METHOD OF MONITORING AND REPORTS REQUIRED

REPORTS

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

MONITORING:

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

MEETINGS:

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

CLIENT SURVEY:

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

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE AAA AGREES TO INCLUDE THE FOLLOWING REQUIREMENTS IN ALL SUB-CONTRACTS, INTER-AGENCY AND INTRA-AGENCY AGREEMENTS WITH ALL PARTIES UTILIZING AREA PLAN FUNDING UNDER THIS CONTRACT:

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

THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION.
SPECIFICALLY, THE FOLLOWING CONDITIONS SHALL APPLY:

- a) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;
 - b) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND
 - c) FUNDS PROVIDED UNDER THIS AGREEMENT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED NOW, OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.
3. **PURSUANT TO SECTION 306(A)(4)(A)(II)(I)** OF THE OLDER AMERICAN ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(I), *THE PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.*
4. **PURSUANT TO SECTION 306(A)(4)(A)(II)(II)**, OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(II), *THE PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.*
5. **PURSUANT TO SECTION 306(A)(4)(A)(II)(III)**, OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026 (A)(4)(A)(II)(III), *THE PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.*
6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS RECEIVED OR EXPENDED BY SUCH AGENCY TO PROVIDE SERVICES TO OLDER INDIVIDUALS SHALL BE DISCLOSED TO DOAS OR THE COMMISSIONER FOR THE DEPARTMENT OF HUMAN SERVICES UPON REQUEST.
7. FOR AAAS PROVIDING NAPIS REGISTERED SERVICES, THE FOLLOWING SUBCONTRACT LANGUAGE SHALL BE REQUIRED TO RECEIVE FUNDING THROUGH THE AREA PLAN CONTRACT.
- a. PROVIDER AGENCY SHALL USE SAMS FOR ALL AREA PLAN CONTRACT DATA REPORTING AND CLIENT TRACKING AS DIRECTED BY THE AAA.
 - b. IF APPLICABLE, AN ADRC PARTNER SHALL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, **RECORDING SERVICE DELIVERY AND CLIENT CHARACTERISTICS, AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.**

- c. SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS.
- d. ALL PROVIDER AGENCIES, SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL NOTIFY THE AAA, NO LATER THAN THE END OF THE NEXT WORKING DAY, WHEN A SAMS USER NO LONGER REQUIRES ACCESS TO SAMS TO CONDUCT BUSINESS FOR AREA PLAN CONTRACT PURPOSES, SUCH AS WHEN THE USER HAS BEEN REASSIGNED JOB FUNCTIONS, SEPARATES FROM EMPLOYMENT OR CEASES PROVIDING SERVICES.

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

- 8. IN ADDITION TO ANY APPLICABLE HIPAA REQUIREMENTS, IF REQUIRED BY LAW OR REQUESTED BY DOAS, THE SUB-GRANTEE OR THIRD PARTY, OR INDIVIDUALS WORKING FOR OR WITH A SUB-GRANTEE OR THIRD PARTY, SHALL MAINTAIN THE CONFIDENTIALITY OF EACH PARTICIPANT'S PERSONAL AND CONFIDENTIAL INFORMATION AND SHALL NOT DISCLOSE SUCH INFORMATION EXCEPT WHERE DISCLOSURE IS CONSISTENT WITH APPLICABLE LAW AND DOAS REQUIREMENTS AND POLICIES, AND THE DISCLOSURE IS MADE TO THE PARTICIPANT; TO THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY UPON THE INFORMED WRITTEN CONSENT OF THE PARTICIPANT OR THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY PURSUANT TO A COURT ORDER; OR IF DISCLOSURE IS MADE FOR PROGRAM MONITORING BY AUTHORIZED FEDERAL, STATE OR LOCAL MONITORING AGENCIES.
- 9. EACH SUB-GRANTEE SHALL HAVE A BUSINESS CONTINUITY PLAN THAT WILL BE ACTIVATED IN THE EVENT OF AN EMERGENCY. THE PLAN SHALL ADDRESS WAYS IN WHICH CRITICAL SERVICES ARE MAINTAINED FOR THE PARTICIPANT AND A DESCRIPTION OF THE METHODS FOR COMMUNICATING ABOUT SERVICE CONTINUATION.
- 10. EACH SUB-GRANTEE SHALL REQUIRE ITS WORKERS TO COMPLETE GRANT ALLOCATION TIMESHEETS FOR PERSONNEL ALLOCATION PURPOSES.
- 11. PROVIDERS ARE REQUIRED TO MAINTAIN SIGNED CONFIDENTIALITY AGREEMENTS FOR SAMS USERS FOR THE LENGTH OF THE CONTRACT AND TO MAKE THESE SIGNED DOCUMENTS AVAILABLE FOR REVIEW BY THE AAA UPON REQUEST.

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

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

GRANTEE Gloucester County Department of Health and Human Services.

204 East Holly Ave.

Sewell, NJ 08080

BY: _____ Date _____

TITLE: _____

FUNDING AGENCY

AREA AGENCY ON AGING: GLOUCESTER COUNTY
DIVISION OF SENIOR SERVICES.

BY: _____ Date _____

TITLE: Executive Director

GRANTOR:

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ Date _____

NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

Chad M. Bruner, ADMINISTRATOR/CLERK OF THE BOARD

THIS AGREEMENT dated this _____ day of _____, _____.

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

GRANT AGREEMENT NUMBER 084 DATE 1/1/2016

APPROPRIATION CODE _____

PROJECT **PERSONAL CARE / HOMEMAKER SERVICE**

GRANTEE Visiting Nurse Association Health & Hospice

204 Creek Crossing Boulevard

Hainesport, N.J. 08036

GRANT AGREEMENT PAGES 1 THROUGH 20

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

INDEX TO PROVISION

GENERAL PROVISIONS OF GRANT AGREEMENT

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

SUPPLEMENTARY PROVISIONS

18. thru 22

ASSURANCES FEDERAL REGISTER QUOTES

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

A - Scope of Services

B - Approved Budget

C - Method of Payment and Reporting Requirements

Monitoring Schedule and Limitations of Contract

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

DEFINITIONS:

PROJECT PERSONAL CARE / HOMEMAKER SERVICE

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

AUTHORIZED APPROPRIATION:

ACCOUNT TITLE Area Plan

ACCOUNT CODE _____

CONTRACT PERIOD:

THIS AGREEMENT, ENTERED INTO THIS 1ST DAY OF JANUARY, 2016, BY
AND BETWEEN THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF
GLOUCESTER HEREINAFTER REFERRED TO AS THE "COUNTY"

AND:

GRANTEE Visiting Nurse Association Health & Hospice

204 Creek Crossing Boulevard

Hainesport, N.J. 08036

HEREINAFTER REFERRED TO AS THE "GRANTEE".

WITNESSETH THAT:

1. TERM OF AGREEMENT. THIS AGREEMENT SHALL BE EFFECTIVE AS
OF THE 1ST DAY OF JANUARY, 2016 AND SHALL TERMINATE NO LATER
THAN THE 31ST DAY OF DECEMBER, 2016.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) DISCOVERY OF ANY PECUNIARY OR PERSONAL INTEREST BY THE GRANTEE, ITS EMPLOYEES, ITS OFFICERS, ITS TRUSTEES, OR ITS DIRECTORS IN THE PROJECT, OR IN ANY CONTRACT EMANATING FROM THE OPERATION OF THIS PROJECT;

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

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

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

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

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

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

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

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

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

SUPPLEMENTARY PROVISIONS

(PROVISIONS NUMBERED 18 AND FOLLOWING)

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

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

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

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

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

21. THIS CONTRACT, IN ALL PHASES, IS PURSUANT TO THE AVAILABILITY OF FEDERAL FUNDING UNDER TITLE III.
22. ADDITIONAL INSURED. THE COUNTY OF GLOUCESTER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECT TO VISITING NURSE ASSOCIATION HEALTH AND HOSPICE SERVICE FOR THE EVENT OF THE PERSONAL CARE/HOMEMAKER PROGRAM FOR SENIORS ON JANUARY 1, 2016 UNTIL DECEMBER 31, 2016.

ASSURANCES

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

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

FEDERAL REGISTER QUOTES THAT APPLY UNDER TITLE III.

1321.105 LICENSURE REQUIREMENT.

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

1321.109 PREFERENCE FOR THOSE WITH GREATEST ECONOMIC NEED.

ALL SERVICE PROVIDERS UNDER THIS PART MUST GIVE PREFERENCE TO THOSE WITH GREATEST ECONOMIC OR SOCIAL NEED. SERVICE PROVIDERS MAY USE METHODS SUCH AS LOCATIONS OF SERVICES AND SPECIALIZATION IN THE TYPES OF SERVICES MOST

NEEDED BY THESE GROUPS TO MEET THIS REQUIREMENT. NO SERVICE PROVIDER MAY USE A MEANS TEST.

1321.111 CLIENT CONTRIBUTIONS.

UNDER TITLE III OF THE OLDER AMERICANS ACT EACH CLIENT MUST BE GIVEN AN OPPORTUNITY TO CONTRIBUTE TO THE SERVICE BEING PROVIDED. ALL CONTRIBUTIONS MUST BE ACCOUNTED FOR AND MUST BE USED BY THE SERVICE PROVIDER FOR THE EXPANSION OF THE SERVICE.

1321.115 ADVISORY ROLE TO SERVICE PROVIDERS OF OLDER PERSONS.

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

1361.161 LEGAL SERVICES.

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

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT I, LIVING WAGE AGREEMENT, GRANT NUMBER 084

The County of Gloucester has implemented a "Living Wage" Resolution to be utilized in all Gloucester County Contracts. This was enacted under the Gloucester County Administrative Code, Article, PUR-4, Purchasing Procedures. (Dated August 1, 2001, Amended January 2, 2016).

Therefore, all employees assigned to work performed to contracts on behalf of the County of Gloucester shall be paid at an hourly rate of compensation as set forth in the Administrative Code provision continue to be required to assure that successful bidders receiving contracts awarded by the County of Gloucester attract and provide the highest quality workers available, ensuring quality workmanship and services, designed to result in County work being completed in a timely and appropriate fashion, with fewer worker injuries and work stoppages, all to the benefit of the County operations specifically and the residents of the County of Gloucester generally. All employees shall be paid at an hourly rate of compensation which shall be not less than one and one half times the State of New Jersey minimum wage; currently \$12.57 per hour. **The Gloucester County "Living Wage" is subject to increase in conjunction with any and all Federal and State Minimum Wage increases as they may occur.**

In lieu of providing health and hospital insurance coverage to employees assigned to perform work as described above, the contract vendor shall pay to such assigned employees an amount equal to 25% of the minimum hourly wage established pursuant to Paragraph A., of this Administrative Code section" Currently \$3.14 per hour. **A statement of employees' wages and benefits must be completed and submitted as a material requirement of the bid in order for the bid to be accepted.**

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

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

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

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

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

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 084

SCOPE OF SERVICES

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

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

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

Personal Care / Homemaking Service

A Homemaker may:

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

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 084

SCOPE OF SERVICES

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

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

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

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 084

SCOPE OF SERVICES

GRANTEE: Visiting Nurse Association Health & Hospice Services

PROJECT TITLE: Personal Care / Homemaker Service

POPULATION TO BE SERVED: Residents of the county who are 60 years or older who are ill or infirm. A concerted effort will be made to target the low- income minority population in at least the same proportion of older individuals of the area served by the provider; 30 Total clients; 12 clients low income (40% of 30), 8 clients minority(29% of 30) , 30 clients frail/disabled (100% of 30), 21 clients low-income minority (69% of 30).

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

OBJECTIVE:

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

SERVICE DEFINITION:

SERVICE TAXONOMY: 323

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

AMOUNT: \$50,100

UNITS OF SERVICE: 2330 (unit= hour)

CLIENT COUNT: 30

UNIT COST: \$ 21.51

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 084

	CASH	IN-KIND	TOTAL
Personnel	-0-	-0-	-0-
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	50,100	-0-	50,100
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET			
COST	\$50,100.	-0-	\$50,100.
	<u>LESS:</u>		
		Client Income	100
		Grantee Match	-0-
		NET BUDGETED	
		COST	\$50,000.

III B	\$50,000.	100 %
Local Share	-0-	-0-%
Client Income	\$100.	-0-%
TOTAL	\$ 50,100.	100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 084

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE AAA AGREES TO INCLUDE THE FOLLOWING REQUIREMENTS IN ALL SUB-CONTRACTS, INTER-AGENCY AND INTRA-AGENCY AGREEMENTS WITH ALL PARTIES UTILIZING AREA PLAN FUNDING UNDER THIS CONTRACT:

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND POLICIES.
2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER THAT WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THE FOLLOWING CONDITIONS SHALL APPLY:
 - a) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;
 - b) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND
 - c) FUNDS PROVIDED UNDER THIS AGREEMENT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED NOW, OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.
3. **PURSUANT TO SECTION 306(A)(4)(A)(II)(I) OF THE OLDER AMERICAN ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(I), THE PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.**
4. **PURSUANT TO SECTION 306(A)(4)(A)(II)(II), OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(II), THE PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.**
5. **PURSUANT TO SECTION 306(A)(4)(A)(II)(III), OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026 (A)(4)(A)(II)(III), THE PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING**

SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.

6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS RECEIVED OR EXPENDED BY SUCH AGENCY TO PROVIDE SERVICES TO OLDER INDIVIDUALS SHALL BE DISCLOSED TO DOAS OR THE COMMISSIONER FOR THE DEPARTMENT OF HUMAN SERVICES UPON REQUEST.
7. FOR AAAS PROVIDING NAPIS REGISTERED SERVICES, THE FOLLOWING SUBCONTRACT LANGUAGE SHALL BE REQUIRED TO RECEIVE FUNDING THROUGH THE AREA PLAN CONTRACT.
 - a. PROVIDER AGENCY SHALL USE SAMS FOR ALL AREA PLAN CONTRACT DATA REPORTING AND CLIENT TRACKING AS DIRECTED BY THE AAA.
 - b. IF APPLICABLE, AN ADRC PARTNER SHALL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, **RECORDING SERVICE DELIVERY AND CLIENT CHARACTERISTICS, AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.**
 - c. SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS.
 - d. ALL PROVIDER AGENCIES, SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL NOTIFY THE AAA, NO LATER THAN THE END OF THE NEXT WORKING DAY, WHEN A SAMS USER NO LONGER REQUIRES ACCESS TO SAMS TO CONDUCT BUSINESS FOR AREA PLAN CONTRACT PURPOSES, SUCH AS WHEN THE USER HAS BEEN REASSIGNED JOB FUNCTIONS, SEPARATES FROM EMPLOYMENT OR CEASES PROVIDING SERVICES.

****NOTE: IF THE SUB GRANTEE IS NOT GOING TO ENTER DATA INTO SAMS IT IS THE RESPONSIBILITY OF THE AAA TO ENTER ALL SUB GRANTEE DATA INTO THE SAMS DATABASE.***
8. IN ADDITION TO ANY APPLICABLE HIPAA REQUIREMENTS, IF REQUIRED BY LAW OR REQUESTED BY DOAS, THE SUB-GRANTEE OR THIRD PARTY, OR INDIVIDUALS WORKING FOR OR WITH A SUB-GRANTEE OR THIRD PARTY, SHALL MAINTAIN THE CONFIDENTIALITY OF EACH PARTICIPANT'S PERSONAL AND CONFIDENTIAL INFORMATION AND SHALL NOT DISCLOSE SUCH INFORMATION EXCEPT WHERE DISCLOSURE IS CONSISTENT WITH APPLICABLE LAW AND DOAS REQUIREMENTS AND POLICIES, AND THE DISCLOSURE IS MADE TO THE PARTICIPANT; TO THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY UPON THE INFORMED WRITTEN CONSENT OF THE PARTICIPANT OR THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY PURSUANT TO A COURT ORDER; OR IF DISCLOSURE IS MADE FOR PROGRAM MONITORING BY AUTHORIZED FEDERAL, STATE OR LOCAL MONITORING AGENCIES.
9. EACH SUB-GRANTEE SHALL HAVE A BUSINESS CONTINUITY PLAN THAT WILL BE ACTIVATED IN THE EVENT OF AN EMERGENCY. THE PLAN SHALL ADDRESS WAYS IN WHICH CRITICAL SERVICES ARE MAINTAINED FOR THE PARTICIPANT AND A DESCRIPTION OF THE METHODS FOR COMMUNICATING ABOUT SERVICE CONTINUATION.

10. EACH SUB-GRANTEE SHALL REQUIRE ITS WORKERS TO COMPLETE GRANT ALLOCATION TIMESHEETS FOR PERSONNEL ALLOCATION PURPOSES.

11. PROVIDERS ARE REQUIRED TO MAINTAIN SIGNED CONFIDENTIALITY AGREEMENTS FOR SAMS USERS FOR THE LENGTH OF THE CONTRACT AND TO MAKE THESE SIGNED DOCUMENTS AVAILABLE FOR REVIEW BY THE AAA UPON REQUEST.

METHOD OF PAYMENT, MONITORING AND REPORTS REQUIRED

PAYMENTS

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

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

THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:

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

REPORTS

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

MONITORING:

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

MEETINGS:

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

CLIENT SURVEY:

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

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

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT
NUMBERED 084 CONSISTS OF 20 PAGES NUMBERED
CONSEQUENTLY.

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

GRANTEE Visiting Nurse Association Health & Hospice
204 Creek Crossing Boulevard
Hainesport, N.J. 08036

BY: _____ Date _____
(Name)

(Title)

GRANTOR:

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ Date _____

NAME: Robert M. Damming

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

Chad M. Bruner, ADMINISTRATOR/CLERK OF THE BOARD

THIS AGREEMENT dated this _____ day of _____, _____.

RESOLUTION AUTHORIZING AN APPLICATION TO NEW JERSEY WIC SERVICES FOR A "MINI GRANT" OF \$1,500.00 FOR THE SENIOR FARM MARKET VOUCHER PROGRAM FROM JUNE 1, 2016 TO SEPTEMBER 30, 2016.

WHEREAS, the County, through its Division of Senior Services, desires to apply for and obtain funding in the amount of \$1,500.00 through a "mini grant" from the New Jersey Department of Human Services, New Jersey Women, Infants and Children (WIC) Services; and

WHEREAS, the funding will enable the Division of Senior Services to help defray the costs associated with the provision of the Senior Farm Market Voucher Program, which provides Farm Market Vouchers to eligible seniors residing in the County; and

WHEREAS, the Board of Chosen Freeholders of the County deems this to be beneficial to the citizens of the County; and

WHEREAS, the grant period is from June 1, 2016, to September 30, 2016, in the amount of \$1,500.00; and

WHEREAS, the County's Division of Senior 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 that all data contained in the application and in its attachments is true and correct; and

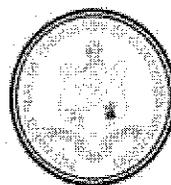
WHEREAS, the County Division of Senior Services has submitted the grant application to the County Treasurer for review, and said department has approved the application, and the Board of Chosen Freeholders understands and agrees that any grant received as a result of the application will be subject to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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director be and is hereby authorized to execute, and the Clerk of the Board be and is hereby authorized to attest to, all documents necessary to apply to New Jersey WIC Services for a "mini grant" for the Senior Farm Market Voucher Program in the amount of \$1,500.00 from June 1, 2016, to September 30, 2016; and

BE IT FURTHER RESOLVED that the Board of Chosen Freeholders hereby confirms that the funds will be used pursuant to the terms of the grant, and that it will comply with all applicable regulations of the granting authority and will provide any necessary additional assurances as may be required; and

BE IT FUTHER RESOLVED that the Gloucester County Division of Senior Services shall be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 17, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER
ADMINISTRATOR/ CLERK OF THE BOARD

6-2

BUDGET AMENDMENT FORM

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

DATE: February 4, 2016

1. GRANT TITLE: Senior Farmer's Market Nutrition Program

2. DEPARTMENT: Senior Services

3. GRANT ID NUMBER: STATE: DEHS16WMN005

FEDERAL: _____

4. FUNDING AGENCY CONTACT PERSON: Dorothy Ngumezi

5. FUNDING AGENCY PHONE NUMBER: 609- 292- 9560

6. GRANT AMOUNT: \$ 1,500.00

7. A. CASH MATCH AMOUNT: _____
(Attach mandated documentation)

B. IN-KIND MATCH: _____

C. MODIFICATION AMOUNT: _____

D. NEW TOTAL: \$1,500.00

8. CONTRACT PERIOD: FROM: 6-1-16 TO: 9-30-16

9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: X

REIMBURSEMENT: MONTHLY: _____

QUARTERLY: _____

END OF CONTRACT: _____

OTHER (EXPLAIN) _____

10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES _____ NO X
ARE THEY MONTHLY _____ QUARTERLY _____ END OF CONTRACT _____

LIST DATES REPORTS ARE DUE: N/A

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

12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES X NO _____
EXPLAIN : This is a renewal for 2016, of a mini grant offered, for the first time in 2007, by New Jersey WIC Services, at this time, it appears the grant will continue in future years.

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: Grant funding will enable the Division of Senior Services to maintain service and defray the cost of service delivery of the Senior Farmer's Market Nutrition Program, enabling the Division of Senior Services to continue to provide Farm Market Vouchers to low income seniors, residing in Gloucester County

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

DEPARTMENT HEAD: [Signature]
Signature

DATE: Feb 4, 2016

.....
Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: _____

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. _____
Signature

2. _____
Signature

Revised: 9/22/03

Salaries 101 \$1,450.00
Printing 275 50.00

GRANT REQUEST FORM

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

DATE: February 4, 2016

1. TYPE OF GRANT
 NEW GRANT
 RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER _____
2. GRANT TITLE: Senior Farmer's Market Nutrition Program
3. GRANT TERM: FROM: 6-1-2016 TO: 9-30-2016
4. COUNTY DEPARTMENT: Division of Senior Services
5. DEPT. CONTACT PERSON & PHONE NUMBER: Dawn Cooper, 856-686-8327
6. NAME OF FUNDING AGENCY New Jersey WIC Services
7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): State grant funding of \$1,500, which will enable WIC Services to enhance the lives of the low-income senior citizens of New Jersey. The funding will enable Division of Senior Services to maintain service and defray the costs of service delivery of the Senior Farmer's Market Nutrition Program, enabling the Division of Senior Services to continue to provide Farm Market Vouchers to low income seniors, residing in Gloucester County.
8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK " * "):

NAME	AMOUNT
<u>Dawn Cooper</u>	<u>\$1,450.</u>
9. TOTAL SALARY CHARGED TO GRANT: \$1,450.
10. INDIRECT COST (IC) RATE: N/A %
11. IC CHARGED TO GRANT \$ none- prohibited by grantor
12. FRINGE BENEFIT RATE CHARGED TO GRANT: N/A
13. DATE APPLICATION DUE TO GRANTOR 3/28/2016

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	\$ <u>1,500.00</u>	
CASH MATCH	\$ _____	_____ (Attach Documentation)
IN-KIND MATCH	\$ _____	_____
TOTAL PROGRAM BUDGET:	<u>\$1,500.00</u>	

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

16. HAS THE DESCRIPTION BEEN E-MAILED TO COUNTY TREASURER DEPARTMENT, WHO WILL FORWARD IT TO THE CLERK OF THE BOARD.
 Yes

DEPARTMENT HEAD: *[Signature]*
 Signature

DATE: Feb 6, 2016

.....
 Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: _____

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. _____
 Signature

2. _____
 Signature

Revised: 9/22/03
 Salaries 101 \$1,450.00
 Printing 275 50.00

2016 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS

275 Printing- Cost to print Farm Market vouchers to provided to low-income Seniors of Gloucester County.	50
101 Salaries- Amount charged off to Salary expense to Coordinator of Nutrition Program	1,450
Total	1,500

Form C-2
Department Code__ 503
Submission Date__ 2/4/2016
Revision Date_____

Department__Health_____

6-3

RESOLUTION AUTHORIZING THE PURCHASE OF POSTAGE SUPPLIES FOR THE DIVISION OF SOCIAL SERVICES THROUGH STATE CONTRACT #A75237 FROM PITNEY BOWES IN AN AMOUNT NOT TO EXCEED \$155,400.00 FROM JANUARY 1, 2016 TO DECEMBER 31, 2016

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment through the State Contract, without the need for public bidding; and

WHEREAS, the Gloucester County Division of Social Services has a need for postage and postage supplies necessary to conduct the business of county government; and

WHEREAS, the County has determined it's advantageous to purchase the said postage and postage supplies from Pitney Bowes of 1305 Executive Blvd., Suite 200, Chesapeake, VA 23320, in the amount not to exceed \$155,400.00, through State Contract #A75237 from January 1, 2016 to December 31, 2016; and

WHEREAS, the contract shall be for an estimated units of service, in the amount not to exceed \$155,400.00. The contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent is authorized to purchase postage and postage supplies for the Gloucester County Division of Social Services from Pitney Bowes in an amount not to exceed \$155,400.00 through State Contract #A75237 from January 1, 2016 to December 31, 2016; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 17, 2016 at Woodbury New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

64

RESOLUTION AUTHORIZING EXECUTION OF A CERTIFICATION OF DEBARMENT FOR THE PURPOSE OF RECEIVING FEDERAL FUNDING FOR THE ADMINISTRATION AND CASE MANAGEMENT OF VARIOUS WORK FIRST NEW JERSEY PROGRAMS

WHEREAS, Gloucester County, through its Division of Social Services, administers various Work First New Jersey Programs, which are funded by the federal and state governments; and

WHEREAS, included in the funding are federal funds for administration and case management of the aforesaid programs ("the funds"); and

WHEREAS, pursuant to federal regulations, a transaction between the State and the County, including the County's receipt of the funds from the State, is a "lower tier transaction"; and

WHEREAS, as per the requirements of the State Department of Human Services, Division of Family Development, which allocates the funds, as part of the funding allocation process, the County is required by federal regulations to sign a certification of debarment, formally entitled "Certification regarding Department, Suspension, and Eligibility and Voluntary Exclusion - Lower Tier Covered Transactions," stating that neither the County nor its principals are prohibited by the federal government from participating in the transaction.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that the Director of the Board be and is hereby authorized to execute, and the Clerk of the Board be and is authorized to attest to, a "Certification regarding Department, Suspension, and Eligibility and Voluntary Exclusion - Lower Tier Covered Transactions" for the purpose of receiving funding for the administration and case management of the various Work First New Jersey Programs by the Division of Social Services.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, February 17, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

64

New Jersey Department of Human Services

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative Robert M. Damming, Freeholder Director

Signature _____
Robert M. Damming, Freeholder Director

Date _____

This certification is required by the regulations implementing Executive order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510

Federal Funding Accountability and Transparency-CWA 2016 ALLOCATIONS

Agency Gloucester County Division of Social Services
Street Address 400 Hollydell Drive
City, State, Zip Sewell, NJ 08080

DUNS Number 957362247
Congressional District 1st

Fiscal Year CY2016
Allocation Total \$4,041,999.00
Allocation Term 1/1/16-12/31/16

Contact Tami Spissell
Title Fiscal Officer
Phone 856-256-2114
e-mail tspissell@co.gloucester.nj.us
Principal Place of Performance Gloucester County Division of Social Services
City, State Sewell, NJ
Zip 08080
Congressional District 1st
Subcontracts: (provide name, address, ceiling, DUNS number)
 (attach separate sheet with detailed subcontract information as necessary)
 N/A

Executive Compensation:

As required by Federal regulations, as a sub-recipient of Federal funding, if your agency received (1) 80% or more of its gross revenues in US Federal contracts, subcontracts, loans, grants, subgrants, and/or other cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from US Federal contracts, subcontracts, loans, grants, and/or other cooperative agreements in the preceding completed fiscal year then provide the **total compensation and names of the top 5 executives**

N/A



State of New Jersey

DEPARTMENT OF HUMAN SERVICES
DIVISION OF FAMILY DEVELOPMENT
PO BOX 716
TRENTON, NJ 08625-0716
(609) 588-2400

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ELIZABETH CONNOLLY
Acting Commissioner

NATASHA JOHNSON
Director

November 10, 2015

William Lang, Director
Gloucester County Division of Social Services
400 Hollydell Dr.
Sewell, NJ 08080

Dear Mr. Lang:

Below are the final CY 2016 funding allocations for Gloucester County. These amounts should be used in preparation of your CY 2016 budget.

Table with 4 columns: Program Allocation, CY 2016 Allocation, FFY 2016 Allocation, FFY 2017 Allocation. Rows include TANF Administration, TANF Case Management, GA Administration, GA Case Management, CSP Administration, FSP Administration, and SSBG Administration.

Similar to the conditions we imposed last year, your final TANF, GA Case Management, CSP and FSP allocations are frozen for CY 2016. No adjustments to these categories should be made without prior approval from this office.

The above-mentioned allocations contain federal grants. Therefore, as required by federal regulations, below is a listing of the following programs receiving federal grants from the Food and Nutrition Service (FNS), Administration for Children and Families (ACF) and the Centers for Medicare & Medicaid Services (CMS):

Table with 4 columns: Program, Grant Number, CFDA Number, Federal Agency. Rows include SNAP, TANF, CSP, RRP, Medicaid Title XIX, and CHIP (Title XXI).

Non-Federal entities are prohibited from contracting with or making sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred. The Division of Family Development (DFD), as the recipient of Federal awards, allocates funding to the County Welfare Agencies. In accordance with 2 CFR Section 180, the awardee must verify that each of its sub-awardees

November 10, 2015
Page 2

is not suspended, debarred or otherwise excluded. Accordingly, each agency must complete the attached Certificate of Suspension and/or Debarment.

Also, the United States Office of Management and Budget (OMB) implemented new reporting requirements under the Federal Funding Accountability and Transparency Act (FFATA). These requirements are applicable to all new federal funded grant awards greater than \$25,000.

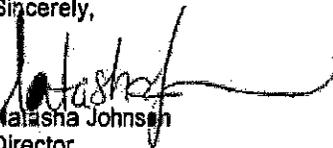
Prime recipients (State departments or agencies) are responsible for the reporting of all data required by FFATA including data elements for lower-tier awards made to sub-recipients. The attached worksheet includes the data elements that the Division of Family Development (DFD) must report. For detailed guidance and instructions, including information on obtaining the DUNS number, refer to www.fsrs.gov.

Non-compliance of these regulations could put the State in jeopardy of losing federal funds. It is imperative that the data be submitted in order to complete our Federal reporting obligations. We are requiring that each sub-recipient (County Welfare Agency) complete the attached worksheet and return to us no later than **December 15, 2016**.

Please advise us of any issues or delays in meeting this request.

If you have any questions concerning this matter, please call Robert Hughes at 609-584-4041.

Sincerely,



Natasha Johnson
Director

NJ:MHRs
Enclosures (CWA Directors and Fiscal Officers Only)
C: Beth Connolly, Acting Commissioner
Lowell Arye, Deputy Commissioner
Tami Spissell, Fiscal Officer

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in RFP #016-019, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP #016-019.

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. If the Contractor, or any of its subcontractors, is required to maintain a license 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 the County a copy of all current licenses to operate in the State of New Jersey, which

licenses 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 the 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 any licenses or certifications held by Contractor, or its agents and/or subcontractors.

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

A. Pursuant to the termination provisions set forth in the Bid Specification, or in the Request for Proposals, if any, as the case may be, 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.

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

8. INDEMNIFICATION. The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify and

shall defend the County against, any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disability, 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, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect, an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificate for sufficiency and compliance with this paragraph and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract, and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. SET-OFF. Should Contractor either refuse or neglect to perform the services which 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 expenses shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

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

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

13. PARTIAL INVALIDITY. In the event that any provisions 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 provisions of this Contract.

14. 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.

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

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

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

18. CONTRACT PARTS. This Contract consists of this Contract document, RFP #016-019 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP #016-019, this Contract shall prevail. Should there occur a conflict between this Contract or RFP #016-019, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 17th day of February, 2016.

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.

COUNTY OF GLOUCESTER

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

REMINGTON & VERNICK
ENGINEERS, INC.

EDWARD VERNICK, PRESIDENT

53

BASIS OF AWARD

(To be completed by County evaluation committee)

(100 Point total will be used to determine the Award)

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

RFP-16-019 - HVAC Consultant – Remmington & Vernick

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
A. Proposal contains all required checklist information <u> 5 </u> points All required documentation submitted.	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> Firm indicates several Engineers with extensive experienced staff to perform tasks listed in the RFP <u> 25 </u> points	22
C. <u>Relevance and Extent of Similar Engagements performed</u> Listed many similar projects involving Mechanical, Electrical and HVAC work. <u> 25 </u> points	22
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Plan meets requirements listed in the RFP <u> 25 </u> points	21
E. Reasonableness of Cost Proposal Project Manager 85.00/hr., Senior Design Engineer 70.00/hr., Design Engineer 48.00/hr <u> 20 </u> points	18
TOTALS	88

REMINGTON & VERNICK ENGINEERS AND AFFILIATES

EDWARD VERNICK, PE, CME, President
CRAIG F. REMINGTON, PLS, PP, Vice President

EXECUTIVE VICE PRESIDENTS
Michael D. Vena, PE, PP, CME (deceased 2006)
Edward J. Walberg, PE, PP, CME
Thomas F. Beach, PE, CME
Richard G. Arango, PE, CME

DIRECTOR OF OPERATIONS
CORPORATE SECRETARY
Bradley A. Blubaugh, BA, MPA

SENIOR ASSOCIATES
John J. Cantwell, PE, PP, CME
Alan Dittanhofer, PE, PP, CME
Frank J. Seney, Jr., PE, PP, CME
Terence Vogt, PE, PP, CME
Dennis K. Yoder, PE, PP, CME, LEED
Charles E. Adamson, PLS, AET
Kim Wendell Bibbs, PE, CME
Marc DeBlasio, PE, PP, CME
Leonard A. Faiola, PE, CME
Christopher J. Fazio, PE, CME
Kenneth C. Ressler, PE, CME
Gregory J. Sullivan, PE, PP, CME
Richard B. Czekanski, PE, CME, BCEE

Remington & Vernick Engineers
232 Kings Highway East
Haddonfield, NJ 08033
(856) 795-9595
(856) 795-1882 (fax)

Remington, Vernick
& Vena Engineers
9 Allen Street
Toms River, NJ 08753
(732) 286-9220
(732) 505-8416 (fax)

3 Jocasama Boulevard, Suite 300-400
Old Bridge, NJ 08857
(732) 955-8000
(732) 591-2815 (fax)

Remington, Vernick
& Walberg Engineers
845 North Main Street
Pleasantville, NJ 08232
(609) 645-7110
(609) 645-7076 (fax)

4907 New Jersey Avenue
Wildwood City, NJ 08260
(609) 522-5150
(609) 522-5313 (fax)

Remington, Vernick
& Beach Engineers
922 Fayette Street
Conshohocken, PA 19428
(610) 940-1050
(610) 940-1161 (fax)

1100 Church Hill Road, Suite 220
Pittsburgh, PA 15205
(412) 263-2200
(412) 263-2210 (fax)

Univ. Office Plaza, Bellevue Building
262 Chapman Road, Suite 105
Newark, DE 19702
(302) 266-0212
(302) 266-6208 (fax)

Remington, Vernick
& Arango Engineers
The Presidential Center
Lincoln Building, Suite 600
101 Route 130
Cinnaminson, NJ 08077
(856) 303-1245
(856) 303-1249 (fax)

300 Penhorn Avenue, 3rd Floor
Secaucus, NJ 07094
(201) 624-2137
(201) 624-2136 (fax)

January 18, 2016

County of Gloucester
Two South Broad Street
Woodbury, NJ 08096

Attn: Peter Mercanti, Director, Purchasing Department

Subj: RFP #16-019
Electrical/Mechanical Consultant for HVAC

Dear Mr. Mercanti:

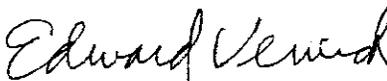
REMINGTON & VERNICK ENGINEERS is pleased to submit our proposal to provide Mechanical, Electrical and HVAC Consulting Services required by the County of Gloucester. This submission has been prepared in accordance with the requirements set forth in the County's RFP.

We are one of the oldest, established engineering consulting firms in the State of New Jersey, founded in 1901 by J.C. Remington. Our professional staff represents a diverse group of public agencies. *A listing of our work experience within Gloucester County is included as evidence of our knowledge and familiarity of the operations and facilities within this region.* The firm has provided professional services for numerous departments within Gloucester County, including the Gloucester County Utilities Authority (GCUA), Gloucester County Department of Economic Development, Gloucester County Special Services School District and the Gloucester County Improvement Authority (GCIA). The entire organization is dedicated to providing professional consulting services to each and every client we serve.

The professional staff available to support the County includes experts in all areas of mechanical, electrical and HVAC support. Service is what sets us apart. Our staff delivers attentive, responsive, professional services. The staff applies its knowledge, creativity and commitment to meet the varied and complex needs of our clients.

We look forward to the opportunity of working with the County under this contract. Should you have any questions or require additional information, please do not hesitate to contact Christopher A. Saponaro, Associate and Group Manager, Mechanical, Electrical & Plumbing, in our Haddonfield office at (856) 795-9595 x1011.

Sincerely,
REMINGTON & VERNICK ENGINEERS

By 
Edward Vernick, PE, CME
President

Earning Our Reputation Every Day Since 1901

www.rve.com

SCHEDULE OF BILLABLE HOURLY RATES

2016

It has always been the firm's policy to encourage clients to contact our staff with questions or problems that need to be discussed. No fees are incurred each time the telephone is answered or a meeting is held on-site. Clients are free to discuss various projects without fear of incurring a consulting expense. Fees are all project related, established at the initiation of the project or as the scope of the project can be defined. The firm does not charge for eight council or commission meetings. Prior to client authorization, a detailed proposal, including a scope of services, will be prepared for all Capital Projects. All proposals are subject to negotiation and approval.

1. Direct Labor Costs

Job Classification	Year 2016	
	Minimum	Maximum
Project Manager	\$65.00	\$85.00
Sr. Design Engineer	\$54.50	\$70.00
Design Engineer	\$22.00	\$48.00
Sr. Design Draftsperson	\$22.50	\$33.00
Technical Aide	\$24.50	\$29.50
Sr. CADD Technician	\$30.00	\$42.00
CADD Technician	\$25.00	\$35.00

2. Maximum Overhead Burden Rates (see attached audit information)

Overhead Burden Rate - Home Office	102.07%
Overhead Burden Rate - Field Office	104.75%

3. Fixed Fee Rate

Fixed Fee on Direct Labor and Overhead	10.00%
--	--------

4. Labor Rate Increases

If, required, written notification of direct labor rate increases (due to merit, mid-year or annual raises) will be submitted for approval prior to the billing cycle reflecting the increase.