

**AGENDA**

6:30 p.m. Wednesday, December 21, 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 December 7, 2016.

P-1 Proclamation honoring K-9 Brady upon his retirement from the Gloucester County Sheriff's Office (Christy) **(to be presented)**

**PUBLIC HEARING**

**RESOLUTION AUTHORIZING A PUBLIC HEARING AND TO AMEND THE GLOUCESTER COUNTY COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN FOR DOCUVAULT DELAWARE VALLEY, LLC.**

On December 1, 2016, the Gloucester County Solid Waste Advisory Council conducted a public hearing regarding an application by DocuVault Delaware Valley, LLC, to modify its plan inclusion as a Class "A" and "D" recycling facility in the County's solid waste management plan. DocuVault Delaware Valley, LLC, proposes to relocate the facility to 1395 Imperial Way West, West Deptford, New Jersey 08066 and update the plan by approving certain operational revisions. No one from the public appeared or offered written correspondence on the matter, however, the SWAC was provided with a resolution adopted by the West Deptford Planning Board, dated July 25, 2015, approving the preliminary and final site plan for the new location. At the conclusion of the hearing the SWAC voted without dissent and adopted a resolution to recommend approval of DocuVault Delaware Valley, LLC's application for a modification to their Plan inclusion, and to forward the matter to the Board of Chosen Freeholders for final consideration.

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 DECEMBER, 2016.**

The Treasurer of Gloucester County submits the bill list for December 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 THE CANCELLATION OF VARIOUS IMPROVEMENT AUTHORIZATIONS.**

This Resolution is cancelling prior year unappropriated improvement authorization balances that remain in various accounts. The projects associated with these balances have been completed and these unused balances need to be formally cancelled to close out the projects remaining on the county records.

**A-3 RESOLUTION AUTHORIZING CANCELLATION OF GRANT RECEIVABLE AND RESERVE BALANCES.**

This Resolution cancels remaining balances of grant appropriations and grant receivable balances which will not be spent or received. Grant balances are typically cancelled because the program is under budget, or the grants funds cannot be expended within the grant period.

**A-4 RESOLUTION AUTHORIZING CANCELLATION OF GENERAL LEDGER RECEIVABLE AND RESERVE BALANCES.**

This Resolution cancels general ledger accounts that have offsetting reserves which have been inactive and after review it has been determined that the accounts are dormant and should be removed.

**DEPARTMENT OF PUBLIC SAFETY,  
VETERANS AFFAIRS & ELECTIONS****FREEHOLDER CHILA  
FREEHOLDER SIMMONS****B-1 RESOLUTION AUTHORIZING A CONTRACT WITH STRYKER MEDICAL FROM DECEMBER 1, 2016 TO NOVEMBER 30, 2017 FOR \$19,394.00.**

Resolution authorizing a contract for the maintenance of all Gloucester County EMS stretchers and stair chairs which includes one (1) preventative maintenance check, parts, labor & travel. C.A.F. #16-10737 has been obtained to certify funds.

**B-2 RESOLUTION AUTHORIZING AMENDMENTS TO EXTEND THE TERMS TO A SHARED SERVICES AGREEMENT AND LEASE AGREEMENTS REGARDING EMERGENCY MEDICAL SERVICES WITHIN THE TOWNSHIP OF FRANKLIN.**

The County of Gloucester approved a Shared Services Agreement on September 21, 2016 and Lease Agreements on October 5, 2016 for emergency medical services with the Township of Franklin. The Shared Services Agreement and Lease Agreements were effective September 15, 2016 for a period not to exceed ninety (90) days. At the request of the Township, the County is extending the agreements through January 31, 2017.

**B-3 RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF GLOUCESTER, DEPARTMENT OF EMERGENCY RESPONSE AND THE CAMDEN COUNTY DEPARTMENT OF PUBLIC SAFETY REGARDING THE ESTABLISHMENT OF RADIO INTEROPERABILITY BETWEEN THE FIRST RESPONDER ORGANIZATIONS AND THE COUNTY COMMUNICATIONS CENTERS.**

This Resolution authorizes a Memorandum of Understanding with the Camden County Department of Public Safety, as it is in the best interests of the County of Gloucester to establish interoperable radio communications to allow for quality communications between first responder organizations of both counties during joint responses and during training exercises.

**DEPARTMENT OF ECONOMIC DEVELOPMENT  
& PUBLIC WORKS****FREEHOLDER SIMMONS  
FREEHOLDER CHRISTY****C-1 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH ROWAN COLLEGE OF GLOUCESTER COUNTY, IN AN AMOUNT NOT TO EXCEED \$90,800.00, FROM DECEMBER 1, 2016 TO JUNE 30, 2017.**

This Resolution authorizes a Shared Services Agreement with Rowan College of Gloucester County to participate in the coordination of literacy services for qualified Gloucester County residents. The classes will be delivered at the College and the American Job Center (AJC) for qualified Work First New Jersey (WFNJ) population. WFNJ population includes: (1) Temporary Assistance to Needy Families (TANF), (2) General Assistance (GA) and (3) Supplemental Nutrition Assistance Program (SNAP). The curriculum includes literacy, high school equivalency training, workforce readiness (soft skills) and other pre-vocational education/training. The literacy portion for TANF participants can be for 15 hours per week with the CWEP for 20 hours a week. Participation will be 35 hours for the TANF population with 30 hours for the GA and SNAP population.

**C-2 RESOLUTION AUTHORIZING CONTRACTS WITH JPC GROUP, INC. FROM DECEMBER 22, 2016 TO DECEMBER 21, 2017 IN AN AMOUNT NOT TO EXCEED \$75,000.00.**

This Resolution authorizes a contract with JPC Group, Inc. for snow removal services as per PD-16-068 from December 22, 2016 to December 21, 2017, in an amount not to exceed \$75,000.00. During severe winter storm events, the contractor will supply heavy trucks and drivers when needed as determined by the Director of Public Works.

**C-3 RESOLUTION AWARDED A CONTRACT TO T&M ASSOCIATES FROM DECEMBER 22, 2016 TO DECEMBER 21, 2017 FOR \$172,599.70.**

The County has the need for construction management and inspection services relative to roundabout construction at High Hill Road, Bridgeport Avenue and Auburn Road in the Township of Woolwich and the Borough of Swedesboro, Engineering Project #17-01. This contract is awarded based upon evaluation of the proposals submitted in response to RFP #016-047, wherein it was determined that T&M Associates of 1256 North Church Street, Moorestown, NJ 08057, made the most advantageous proposal to provide said services to the County for the Project. CAF# 16-11191 was obtained to certify funds.

**C-4 RESOLUTION AWARDED A CONTRACT TO CHURCHILL CONSULTING ENGINEERS FROM DECEMBER 22, 2016 TO DECEMBER 21, 2017 FOR \$68,236.71.**

The County has the need for construction management and inspection services for proposed Guiderail Improvements at ten (10) locations throughout Gloucester County. This resolution will authorize a contract which has been awarded based upon evaluation of the proposals submitted in response to RFP #016-048, wherein it was determined that Churchill Consulting Engineers of 344 North Route 73, Berlin, NJ 08009 made the most advantageous proposal to provide said services to the County for the Project. CAF# 16-11190 was obtained to certify funds.

**DEPARTMENT OF EDUCATION**

**FREEHOLDER BARNES  
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &  
LAND PRESERVATION**

**FREEHOLDER DIMARCO  
FREEHOLDER CHILA**

**DEPARTMENT OF BUILDINGS &  
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY  
FREEHOLDER DIMARCO**

**DEPARTMENT OF HEALTH &  
HUMAN SERVICES**

**FREEHOLDER JEFFERSON  
FREEHOLDER BARNES**

**G-1 RESOLUTION AUTHORIZING MEMORANDUMS OF UNDERSTANDING WITH GLOUCESTER COUNTY HOUSING AUTHORITY AND HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO FROM DECEMBER 31, 2016 TO DECEMBER 30, 2017.**

This resolution authorizes execution of separate Memoranda of Understanding between the County Department of Health and Human Services and both the Gloucester County Housing Authority and the Housing Authority of the Borough of Glassboro. The MOU's facilitate the sharing and exchange of confidential client information between the entities, enabling all three agencies to better serve the needs of clients. There is no direct cost to any agency. The term of the agreement is one year.

**G-2 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT WITH CENTER FOR FAMILY SERVICES TO DECREASE THE CONTRACT AMOUNT BY \$800.00, RESULTING IN TOTAL CONTRACT AMOUNT OF \$109,050.00, FROM FEBRUARY 1, 2016 TO JANUARY 31, 2017.**

This Resolution authorizes a decrease of \$800.00, resulting in a total contract amount of \$109,050.00 from February 1, 2016 to January 31, 2017 with Center for Family Services. The additional \$800.00 will be used by the Judiciary for Probation Overtime Stipends. This is a part of the Juvenile Detention Alternative Initiative Innovation funding provided to the County by NJ Juvenile Justice Commission.

**G-3 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO AGREEMENT WITH THE NEW JERSEY JUDICIARY, CUMBERLAND/GLOUCESTER/SALEM VICINAGE TO INCREASE THE AGREEMENT AMOUNT BY \$800.00, RESULTING IN TOTAL AMOUNT NOT TO EXCEED \$8,400.00.**

The additional \$800.00 will be used by the Judiciary for Probation Overtime Stipends. This is a part of the Juvenile Detention Alternative Initiative Innovation funding provided to the County by NJ Juvenile Justice Commission.

**G-4 RESOLUTION AUTHORIZING APPLICATION FOR THE "FY2017 YOUTH INCENTIVE PROGRAM GRANT" TO THE NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES, CHILDREN'S SYSTEM OF CARE, IN AN AMOUNT NOT TO EXCEED \$38,442.00.**

The Youth Incentive Program Grant provides staff salaries to support the activities of Coordinating Inter-Agency Council for Children (CIACC). The council provides a forum to develop, review, redirect and discuss the local system of care services for children who are homeless and/or have social, emotional and behavioral challenges.

**G-5 RESOLUTION AUTHORIZING EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES FOR THE 2017 HUMAN SERVICES PLANNING GRANT, FOR A TOTAL AMOUNT OF \$73,704.00, WITH THE STATE'S SHARE \$67,004.00 AND THE COUNTY SHARE \$6,700.00.**

The Human Services Planning Grant provides staff salaries to support the activities of Human Services Advisory Council (HSAC), materials /support for the Commission for Missing and Abused Children and the Prevention of Adolescent Pregnancy Program.

Old Business

New Business

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

Adjournment

**MINUTES**

6:30 p.m. Wednesday, December 7, 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 November 22, 2016.

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

Comments: N/A

50213 Proclamation in honor and Recognition of Jim Six for his exceptional work and service to the County of Gloucester as an award winning Journalist, Writer, Musician and Photographer. (Chila) (Previously presented)

50214 Proclamation commemorating the 50<sup>th</sup> Anniversary of the Vietnam War (Chila) (Previously presented)

50215 Proclamation in Honor of The Gloucester County Mayor's Prayer Breakfast 25<sup>th</sup> Anniversary Celebration (Jefferson) (Previously Presented)

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

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER  
FREEHOLDER CHILA

**50216 RESOLUTION SETTING FORTH DATE, TIME AND LOCATION FOR THE ANNUAL REORGANIZATION MEETING ON JANUARY 6, 2017 AT 6:00 P.M., IN THE CEREMONIAL COURTROOM.**

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

Comments: N/A

**50217 RESOLUTION AUTHORIZING A CONTRACT WITH MUNIDEX, INC. FROM DECEMBER 7, 2016 TO MARCH 31, 2017 IN AN AMOUNT NOT TO EXCEED \$55,000.00.**

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

Comments: N/A

**50218 RESOLUTION AUTHORIZING A CONTRACT WITH PICTOMETRY INTERNATIONAL CORPORATION FROM DECEMBER 7, 2016 TO DECEMBER 6, 2017 FOR \$33,516.00.**

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

Comments: N/A

DEPARTMENT OF PUBLIC SAFETY,  
VETERANS AFFAIRS & ELECTIONS

FREEHOLDER CHILA  
FREEHOLDER SIMMONS

DEPARTMENT OF ECONOMIC DEVELOPMENT  
& PUBLIC WORKS

FREEHOLDER SIMMONS  
FREEHOLDER CHRISTY

**50219 RESOLUTION AUTHORIZING CHANGE ORDER INCREASE #04 WITH JPC GROUP, INC.**

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

Comments: N/A

**50220 RESOLUTION AUTHORIZING MODIFICATION #02 TO COST REIMBURSEMENT AGREEMENT 2015-DT-BLA-FEP-421 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION TO INCREASE FUNDING BY \$15,000.00.**

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

Comments: N/A

**50221 RESOLUTION AUTHORIZING PURCHASES AND MAINTENANCE SERVICES FOR CERTAIN COUNTY VEHICLES FROM CUMBERLAND TIRE CENTER, INC. AND FIRESTONE STORE THROUGH STATE CONTRACTS FROM DECEMBER 7, 2016 TO DECEMBER 6, 2017 IN AN AMOUNT NOT TO EXCEED \$80,000.00.**

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy					
DiMarco		X	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**

**50222 RESOLUTION AUTHORIZING GLOUCESTER COUNTY SHERIFF DEPARTMENT K-9 TRANSFER AGREEMENT BETWEEN THE COUNTY AND ANTHONY DECICCO.**

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

Comments: N/A

**DEPARTMENT OF HEALTH &  
HUMAN SERVICES**

**FREEHOLDER JEFFERSON  
FREEHOLDER BARNES**

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					
DiMarco			X		
Simmons		X	X		
Jefferson			X		
Damminger			X		

Comments: N/A

CLOSE

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

Comments: N/A

Adjournment

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

Comments: N/A

Time: 6:36

Gloucester County

Board of Chosen Freeholders

Proclamation

~ In Honor Of ~

K-9 Brady

Upon Retirement From The Gloucester County Sheriff's Office

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to honor and recognize K-9 Brady for his distinguished service with his handler Officer Kevin Lauer as an explosive scent detection K-9; and

WHEREAS, K-9 Brady completed rigorous training from 2009 to 2011 at the Atlantic County K-9 Academy before beginning his service with the Gloucester County Sheriff's Office. While serving with the Sheriff's Office K-9 Brady earned his United States Police Canine Association Explosive Odor Recognition Certification and New Jersey Detect and Render Safe Certification; and

WHEREAS, Over the course of his career K-9 Brady served alongside Officer Lauer for 1009 courthouse operations, and responded to 41 bomb threats. In 2012 K-9 Brady found guns and explosives while serving at an eviction; and

WHEREAS, K-9 Brady served at several notable events, including the 2014 through 2016 Miss America Pageants. K-9 Brady also performed demonstrations at many children's and community outreach events; and

WHEREAS, K-9 Brady retired from the Gloucester County Sheriff's Office on November 14, 2016, and is now enjoying retirement with his handler and friend Officer Kevin Lauer. K-9 Brady's abilities were invaluable to the Gloucester County law enforcement community since the time he began his service.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2016 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby honor and recognize K-9 Brady upon his retirement from the Gloucester County Sheriff's Office with special appreciation for his outstanding service.

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 21st day of December, 2016.

Robert M. Damming
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder Liaison

Frank J. DiMarco
Freeholder

James B. Jefferson
Freeholder

Heather Simmons
Freeholder

Attest: Chad M. Bruner
Administrator/Clerk of the Board

**RESOLUTION AUTHORIZING A PUBLIC HEARING AND TO AMEND THE  
GLOUCESTER COUNTY COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN  
FOR DOCUVAULT DELAWARE VALLEY, LLC**

**WHEREAS**, the New Jersey Solid Waste Management Act (the "Act") provides a comprehensive framework for the management of solid waste within the State and gives citizens and municipalities the opportunity to contribute to the development and implementation of solid waste management plans by the creation of county solid waste advisory councils; and

**WHEREAS**, the Gloucester County Board of Chosen Freeholders designated the County Improvement Authority as the implementing agency for the Comprehensive Solid Waste Management Plan (hereinafter the "Plan") and created a Solid Waste Advisory Council (hereinafter the "SWAC") pursuant to N.J.S.A. 13:1E et. seq., to conduct public hearings on applications for amendments to the Plan; and

**WHEREAS**, DocuVault Delaware Valley, LLC (hereinafter "DocuVault") was included in the Plan as a Class "A" and "D" recycling facility on March 21, 2012, and notified the Improvement Authority on September 9, 2016 that they would be requesting to relocate the facility to 1395 Imperial Way West, West Deptford, New Jersey 08066; Block 347.04, Lot 7 & 8 and update the Plan by approving certain operational revisions; and

**WHEREAS**, in correspondence to the New Jersey Department of Environmental Protection dated September 9, 2016, the Improvement Authority requested that DocuVault's request be approved via an Administrative Action, which was rejected by the Department and in correspondence dated September 26, 2016 directed that their request must proceed pursuant to a plan amendment application per N.J.A.C. 7:26-6.10(b); and

**WHEREAS**, on December 1, 2016, the SWAC conducted a public hearing which included testimony by Keith DiMarino, CEO of DocuVault, and a resolution adopted by the West Deptford Planning Board, dated July 25, 2015 approving the preliminary and final site plan for the new location. No one from the public appeared or offered written correspondence on the matter and at the conclusion of the hearing the SWAC voted without dissent to recommend approval of DocuVault's application for revisions to their Plan inclusion; and

**WHEREAS**, on the date below a public hearing was conducted before this Board on the DocuVault application.

**NOW, THEREFORE, BE IT RESOLVED** by the Gloucester County Board of Chosen Freeholders that it will accept the recommendation of the SWAC and amend the Gloucester County Solid Waste Management Plan by approving DocuVault Delaware Valley, LLC's request for modifications to their Class "A" and Class "D" recycling facility permits subject any requirements set forth by the West Deptford Planning Board and final approval by the New Jersey Department of Environmental Protection.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey on Wednesday, December 21, 2016, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**GLOUCESTER COUNTY SOLID WASTE ADVISORY COUNCIL**

**RESOLUTION RECOMMENDING THAT THE GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS ADOPT AN AMENDMENT TO THE COUNTY SOLID WASTE MANAGEMENT PLAN APPROVING DOCUVAULT DELAWARE VALLEY LLC'S APPLICATION TO AMEND ITS CLASS "A" AND CLASS "D" RECYCLING FACILITY PERMITS**

**WHEREAS**, the Gloucester County Board of Chosen Freeholders created a Solid Waste Advisory Council (the "SWAC") pursuant to N.J.S.A. 13:1E-1 et seq., to conduct public hearings on applications for amendments to the Gloucester County Comprehensive Solid Waste Management Plan; and

**WHEREAS**, on February 15, 2012 the County adopted a Resolution accepting the recommendation of the SWAC and approving the application by DocuVault Delaware Valley, LLC, with offices at 1395 Imperial Way West, West Deptford, New Jersey 08066 ("DocuVault") for inclusion in the Gloucester County Solid Waste Management Plan subject to final approval by the New Jersey Department of Environmental Protection; and

**WHEREAS**, in a public hearing on December 1, 2016 the SWAC heard an application by DocuVault to amend the Plan permitting relocation and modification of their Class "A" and Class "D" recycling facility from 1240 Forest Parkway Suite 100, West Deptford Township to the afore mentioned address also designated in West Deptford Township as Block 347.04, Lot 7 & 8. DocuVault's presentation to the Council was made by Keith DiMarino, CEO; and

**WHEREAS**, the SWAC was provided a Resolution by the West Deptford Planning Board dated July 25, 2015 approving the preliminary and final site plan for this relocation; and

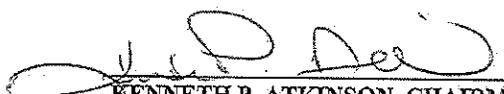
**WHEREAS**, no member of the public offered comments to the SWAC and at the conclusion of the hearing on December 1, 2016, the SWAC voted without dissent to recommend approval of DocuVault's application for a Plan amendment.

**NOW, THEREFORE, BE IT RESOLVED** that the SWAC endorses the proposal presented by DocuVault and recommends that the Board of Chosen Freeholders of the County amend the Plan for their inclusion with all of the stipulations set forth by the West Deptford Planning Board in its site plan approvals; and

**BE IT FURTHER RESOLVED** that copies of this Resolution shall be forwarded to the appropriate County offices and the New Jersey Department of Environmental Protection.

This resolution shall take effect immediately upon the vote of approval this 1st day of December, 2016.

**GLOUCESTER COUNTY  
SOLID WASTE ADVISORY COUNCIL**

  
**KENNETH P. ATKINSON, CHAIRMAN**

Aye  Nay  Abstain

**RESOLUTION AUTHORIZING APPROVAL OF THE  
BILL LISTS FOR THE MONTH OF DECEMBER, 2016**

A 1

**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 December 16, 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 December 16, 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 December 16, 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, December 21, 2016, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

AZ

**RESOLUTION AUTHORIZING THE CANCELLATION OF VARIOUS  
IMPROVEMENT AUTHORIZATIONS**

**WHEREAS**, certain General Capital Improvement Authorization balances remain dedicated to projects now completed; and

**WHEREAS**, it is necessary to formally cancel said unexpended balances so that they may be transferred, as appropriate, to the Reserve for Debt Service, Capital Improvement Fund or Deferred Charges Unfunded, as appropriate.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the following unexpended and dedicated balances of General Capital Improvement Authorizations be canceled and transferred as follows:

<u>Ordinance</u>	<u>Purpose</u>	<u>Transferred To</u>	<u>Amount</u>
49818	Acquisition of Computer and Phone Equipment	Deferred Charges – Unfunded	\$ 143.00
41983	Construction/Repair of Various Bridges & Dams	Reserve for Debt Service	\$ 99,700.00

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 21, 2016 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**RESOLUTION AUTHORIZING CANCELLATION OF GRANT  
RECEIVABLE AND RESERVE BALANCES**

A3

**WHEREAS**, the Budget Office, in reviewing various grant accounts, has determined some balances that should be canceled because of projects coming in under original budget; and

**WHEREAS**, the Budget Office has further determined that it is necessary to cancel the following grant receivable and reserve balances;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Chosen Freeholders of the County of Gloucester hereby authorizes cancellation of the following grant receivable and reserve balances:

<b>Project Number</b>	<b>Project Title</b>	<b>Receivable</b>	<b>Reserve</b>
11-602	Whitall House Accessability Grant	3,059.28	3,059.28
14-069	Hendrickson Mill Bridge	16,146.10	16,146.10
14-072	Tuckahoe Rd, CR557 Resurfacing	782,633.38	782,633.38
14-081	Workforce Investment Act	24,264.00	24,264.00
14-084	Workforce New Jersey	2,878.45	2,878.45
14-250	Byrne Memorial Justice Assistance	20.90	20.90
14-325	Women, Infants and Children	3,421.00	3,421.00
15-085	Workforce Development Partnership	144,932.00	144,932.00
15-242	Insurance Fraud Investigation	21,426.62	21,426.62
15-247	Traffic Safety Program	592.80	592.80
15-409	State Community Partnership Program	10,841.29	10,841.29
15-418	Social Services for the Homeless-TANF	18.00	18.00
15-419	Social Services for the Homeless-SSBG	1,954.00	1,954.00
15-421	Social Services for the Homeless-ICM	29,287.00	29,287.00
16-601	Clean Community Grant	4,000.00	4,000.00
16-222	Child Passenger Safety Seat	529.08	529.08
16-258	Electronic Crimes	1.03	1.03
09-13204	Egg Harbor CR630-Grenlock to Crosskeys-Federal Aid	8,723.60	8,723.60
09-16213	Grant Ave Bridge 8-K-6 Franklinville-Federal Aid	119,270.11	119,270.11
13-12228	Resurface Buck Road-Federal Aid	1,087,264.63	1,087,264.23
13-12233	Harrison Street, CR678-Federal Aid	544,871.92	544,871.92
13-13218	Egg Harbor Hurfville/Grenlock-Federal Aid	3,190,074.63	3,190,074.63
14-12237	N. Main Street, Rt.45, Harrison-Federal Aid 2014	554,432.73	554,432.73

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester held on Wednesday, December 21, 2016 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

A4

**RESOLUTION AUTHORIZING CANCELLATION OF GENERAL LEDGER  
RECEIVABLE AND RESERVE BALANCES**

**WHEREAS**, the Budget Office, in reviewing various general ledger accounts, has determined some balances that should be canceled; and

**WHEREAS**, the Budget Office has further determined that it is necessary to cancel the following general ledger receivable and reserve balances.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Chosen Freeholders of the County of Gloucester hereby authorizes cancellation of the following general ledger receivable and reserve balances:

<u>Account</u>	<u>Amount</u>
Interest Receivable	1,617.73
Account Receivable-MVF	625,625.00
Reserve for Revenue Accounts Receivable	1,617.73
Reserve for MVF	625,625.00

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester held on Wednesday, December 21, 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 A CONTRACT WITH STRYKER MEDICAL  
FROM DECEMBER 1, 2016 TO NOVEMBER 30, 2017  
FOR \$19,394.00**

**WHEREAS**, the County has a need to provide maintenance of all Gloucester County EMS stretchers and stair chairs; and

**WHEREAS**, the Gloucester County Office of Emergency Response has recommended that said services be provided by Stryker Medical, a Division of Stryker Corporation, with offices at 3800 East Centre Avenue, Portage, Michigan 49009, for a total contract amount of \$19,394.00, from December 1, 2016 to November 30, 2017; and

**WHEREAS**, the Purchasing Agent of Gloucester County has certified the availability of funds in the amount of \$19,394.00, pursuant to C.A.F. # 16-10737, shall be charged against budget line item #6-01-25-250-002-20370; and

**WHEREAS**, the service related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to existing security 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 was 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 hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract between the County and Stryker Medical, a Division of Stryker Corporation, for a total contract amount of \$19,394.00, from December 1, 2016 to November 30, 2017.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 21, 2016, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT DAMMINGER, DIRECTOR**

**ATTEST:**

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

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
STRYKER MEDICAL,  
A DIVISION OF STRYKER CORPORATION**

**THIS CONTRACT** is made effective the 21<sup>st</sup> day of December, 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 **STRYKER MEDICAL, A DIVISION OF STRYKER CORPORATION**, with offices at 3800 East Centre Avenue, Portage, Michigan 49009, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, the County of Gloucester has determined that there is a need to contract for the maintenance of all Gloucester County EMS stretchers and stair chairs which includes one (1) preventative maintenance check, parts, labor & travel. Replacement parts do not include mattresses, batteries and other disposable or expendable parts; 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 existing security 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; and

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

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

**TERMS OF AGREEMENT**

1. **TERM**. The contract shall be for the period of one year, from December 1, 2016 to November 30, 2017.
2. **COMPENSATION**. Vendor shall be compensated pursuant to Attachment A, attached hereto, in the total contract amount of \$19,394.00.

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 PARTIES.** The specific duties of the Vendor shall be as set forth in Attachment A, *ProCare Proposal*, dated November 29, 2016 which is attached hereto 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 the vendor's proposal.

**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. **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 21<sup>st</sup> day of December, 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:**

**STRYKER MEDICAL, A DIVISION OF  
STRYKER CORPORATION**

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

**ATTACHMENT A**



ProCare Service Rep: Turner Mills

3800 E. Centre Ave  
Portage, MI 49009

Date: 11/29/2016  
ID #: 161129145414

**PROCARE PROPOSAL SUBMITTED TO:**

Account Number: \_\_\_\_\_  
Account Name: Gloucester EMS  
Account Address:  
City, State Zip:

Name:  
Title:  
Phone:  
Email:

**PROCARE COVERAGE:**

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs	Annual Price	Total
1	6082	MX-PRO	EMS Protect	22	1	\$8,976.00	\$8,976.00
2	6083	MX-PRO Bariatric Transport	EMS Protect	1	1	\$408.00	\$408.00
3	6080	MX-PRO	EMS Protect	3	1	\$1,224.00	\$1,224.00
4	6500	Power-PRO XT	EMS Protect	2	1	\$1,926.00	\$1,926.00
5	6252	Stair-Pro	EMS Protect	34	1	\$6,664.00	\$6,664.00
6	6253	Evacuation Chair	EMS Protect	1	1	\$196.00	\$196.00

**PROGRAM INCLUDES:**

**EMS Protect:**

Includes parts, labor, travel, 1 annual PM inspection, unscheduled service and product equipment checklists. Replacement parts do not include mattresses, batteries, and other disposable or expendable parts.

**Maintenance Inspection-Past Useful Life**

This service contract may include products which are beyond their warranty period and tested expected service life. Any such product will be inspected to determine if the product meets the operations and maintenance manual guidelines for that particular product as of the date of inspection. Despite any such inspection, Stryker makes no claims or assurances as to future performance, including no express or implied warranty, for any product which was inspected outside of its warranty period or beyond its tested expected service life.

	ProCare Total	\$19,394.00
	<b>FINAL TOTAL</b>	<b>\$19,394.00</b>

Start Date: 12/1/2016  
End Date: 11/30/2017

Stryker Signature \_\_\_\_\_ Date \_\_\_\_\_

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Purchase Order Number (MUST INCLUDE HARD COPY)

**COMMENTS:**

Please fax signed Proposal and Purchase Order to Tom Tackabury at 269-321-3501.  
All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.  
\*\*Quote pricing valid for 30 days.

**County of Gloucester Purchasing Department**

PO Box 337, Woodbury, NJ 08096  
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF  
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

**NO.** 16-10737

ORDER DATE: 11/30/16  
REQUISITION NO: R6-11149  
DELIVERY DATE:  
STATE CONTRACT:  
ACCOUNT NUM:

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GLOUC. CO COMMUNICATION CENTER  
1200 N. DELSEA DR., BUILDING B  
CLAYTON, NJ 08312  
856-307-7100

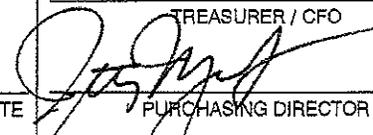
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STRYKER MEDICAL  
3800 EAST CENTRE AVENUE  
PORTAGE, MI 49002

VENDOR #: STRYK015

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PAYMENT FOR ANNUAL MAINTENANCE AGREEMENT FOR EMS STRETCHERS AND STAIR CHAIRS. CONTRACT 12/1/16 THRU 11/30/2017	6-01-25-250-002-20370 Equipment Svc Maintenance Agreements	19,394.0000	19,394.00
			TOTAL	19,394.00

CLAIMANT'S CERTIFICATION & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p><b>X</b></p> <p>VENDOR SIGN HERE _____ DATE _____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</p> <p>MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS</p>	<p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p> <p>DEPARTMENT HEAD _____ DATE _____</p>	<p><b>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</b></p> <p>TREASURER / CFO </p> <p>PURCHASING DIRECTOR</p>

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**

B-2

**RESOLUTION AUTHORIZING AMENDMENTS TO EXTEND THE TERMS TO A SHARED SERVICES AGREEMENT AND LEASE AGREEMENTS REGARDING EMERGENCY MEDICAL SERVICES WITHIN THE TOWNSHIP OF FRANKLIN**

**WHEREAS**, the County approved a Shared Services Agreement on September 21, 2016 and Lease Agreements on October 5, 2016 for emergency medical services with the Township of Franklin ; and

**WHEREAS**, the Shared Services Agreement and Lease Agreements were effective September 15, 2016 for a period not to exceed ninety (90) days; and

**WHEREAS**, the Township of Franklin is requesting the County extend the agreements; and

**WHEREAS**, this resolution extends the Shared Services Agreement and Lease Agreements through January 31, 2017.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the amendments with the Township of Franklin and Forest Grove Vol. Fire Company to extend the terms through January 31, 2017 for emergency medical services with the Township of Franklin.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 21, 2016, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**AMENDMENT TO LEASE AGREEMENT BETWEEN  
THE FOREST GROVE VOL. FIRE COMPANY AND  
COUNTY OF GLOUCESTER**

**THIS** is an amendment to a Lease Agreement entered into on the 5<sup>th</sup> of October, 2016, by and between the Forest Grove Vol. Fire Company and the County of Gloucester.

In further consideration for the mutual promises made by and between the Forest Grove Vol. Fire Company and County in the above-described contract, the Forest Grove Vol. Fire Company and County hereby agree to amend the Lease Agreement as follows:

**This amendment will extend the term through January 31, 2017.**

**All other terms and provisions of the contract** and conditions set forth therein that are consistent with the Amendment and State requirements, shall remain in full force and effect.

**THIS AMENDMENT** is effective as of the 21<sup>st</sup> day of December, 2016.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**FOREST GROVE VOL. FIRE COMPANY**

\_\_\_\_\_  
**Name:  
Title:**

**AMENDMENT TO LEASE AGREEMENT BETWEEN  
THE TOWNSHIP OF FRANKLIN AND  
COUNTY OF GLOUCESTER**

**THIS** is an amendment to a Lease Agreement entered into on the 5<sup>th</sup> of October, 2016, by and between the Township of Franklin and the County of Gloucester.

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

**This amendment will extend the term through January 31, 2017.**

**All other terms and provisions of the contract** and conditions set forth therein that are consistent with the Amendment and State requirements, shall remain in full force and effect.

**THIS AMENDMENT** is effective as of the 21<sup>st</sup> day of December, 2016.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**TOWNSHIP OF FRANKLIN**

\_\_\_\_\_  
**Name:  
Title:**

**AMENDMENT TO SHARED SERVICES AGREEMENT BETWEEN  
THE TOWNSHIP OF FRANKLIN AND  
COUNTY OF GLOUCESTER**

**THIS** is an amendment to a Shared Services Agreement entered into on the 21<sup>ST</sup> of September, 2016, by and between the Township of Franklin and the County of Gloucester.

In further consideration for the mutual promises made by and between the Township of Franklin and County in the above-described contract, the Township of Franklin and County hereby agree to amend the Shared Services Agreement as follows:

**This amendment will extend the term through January 31, 2017.**

**All other terms and provisions of the contract** and conditions set forth therein that are consistent with the Amendment and State requirements, shall remain in full force and effect.

**THIS AMENDMENT** is effective as of the 21<sup>st</sup> day of December, 2016.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**TOWNSHIP OF FRANKLIN**

\_\_\_\_\_  
**Name:  
Title:**

B-3

**RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF GLOUCESTER, DEPARTMENT OF EMERGENCY  
RESPONSE AND THE CAMDEN COUNTY DEPARTMENT OF PUBLIC SAFETY  
REGARDING THE ESTABLISHMENT OF RADIO INTEROPERABILITY BETWEEN  
THE FIRST RESPONDER ORGANIZATIONS AND THE COUNTY  
COMMUNICATIONS CENTERS**

**WHEREAS**, it is in the best interests of the County of Gloucester and the County of Camden to establish interoperable radio communications to allow for quality communications between first responder organizations of both Counties during joint responses and during training exercises; and

**WHEREAS**, it is essential that radio communications be established between the communications centers of both Counties in order to activate mutual aid and joint responses; and

**WHEREAS**, the technology exists to allow Camden County to program various Gloucester County talk groups into the Camden County radio system and for Gloucester County to program various Camden County talk groups into the Gloucester County Radio System.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the Memorandum of Understanding with the Camden County Department of Public Safety regarding the establishment of radio interoperability between the First Responder Organizations and the Communication Centers.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 21, 2016, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

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

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF  
GLOUCESTER, DEPARTMENT OF EMERGENCY RESPONSE AND THE CAMDEN  
COUNTY DEPARTMENT OF PUBLIC SAFETY REGARDING THE  
ESTABLISHMENT OF RADIO INTEROPERABILITY BETWEEN THE FIRST  
RESPONDER ORGANIZATIONS AND THE COMMUNICATIONS CENTERS OF  
SAID COUNTIES**

**WHEREAS**, it is in the best interests of the County of Gloucester and the County of Camden to establish interoperable radio communications to allow for quality communications between first responder organizations of both counties during joint responses and during training exercises; and

**WHEREAS**, it is essential that radio communications be established between the communications centers of both counties in order to activate mutual aid and joint responses; and

**WHEREAS**, the technology exists to allow the County of Gloucester to program various Gloucester County talk groups into a predetermined number of Camden County's first responder radios and for the County of Camden to program various Camden County talk groups into a predetermined number of Gloucester County's first responder radios; and

**WHEREAS**, the County of Gloucester and the County of Camden agree that their mutual public purposes and their best interests will be promoted by the execution and delivery of a Memorandum of Understanding in order to ensure appropriate and optimum use of the Equipment and to set forth the rights, duties, and obligations between the parties hereto.

**NOW, THEREFORE**, the parties agree to the Memorandum of Understanding as follows:

1. The County of Gloucester agrees to assist Camden County in programming as many as 205 of Gloucester County's first responder radios with a predetermined number of Camden County talk groups.
  2. The County of Camden agrees to assist Gloucester County in programming as many as 205 of Camden County's first responder radios with a predetermined number of Gloucester County talk groups.
  3. Gloucester County agrees to disable or deprogram the appropriate Camden County talk paths in any Gloucester County first responder radio that is found to be in noncompliance of standard public safety radio protocols, or Camden County policy and procedures.
  4. Camden County agrees to disable or deprogram the appropriate Gloucester County talk paths in any Camden County first responder radio that is found to be in noncompliance of standard public safety radio protocols, or Gloucester County policies and procedures.
-

5. Each County reserves the right to remove or electronically disable the Equipment in the case of misuse by the municipalities.
6. Neither County shall be considered an agent of the other nor shall this Memorandum of Understanding not be considered to establish an agency relationship.
7. Each County shall be responsible to provide its own liability insurance and each County 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 which shall be in compliance with any applicable requirements of the State of New Jersey.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**COUNTY OF CAMDEN**

\_\_\_\_\_  
**MARIANNE DIPIERO, CLERK  
BOARD OF CHOSEN FREEHOLDERS**

\_\_\_\_\_  
**ROSS G. ANGILELLA,  
COUNTY ADMINISTRATOR**

C-1

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH ROWAN COLLEGE OF GLOUCESTER COUNTY, IN AN AMOUNT NOT TO EXCEED \$90,800.00, FROM DECEMBER 1, 2016 TO JUNE 30, 2017**

**WHEREAS**, N.J.S.A. 40A:65-1 et seq. specifically authorizes local government units, to enter into agreements for the provision of shared services and Rowan College at Gloucester County (RCGC) qualifies as a local unit; and

**WHEREAS**, RCGC has the resources to act as the operating agency for the County's Work First New Jersey Adult Literacy and Community Work Experience Program by providing adult literacy services to the residents of the County who qualify; and

**WHEREAS**, the County of Gloucester recognizes the need to enter into an agreement with this local unit to continue and expand these services; and

**WHEREAS**, the term of this Agreement shall be from December 1, 2016 to June 30, 2017, in an amount of not to exceed \$90,800.00.

**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 Clerk of the Board to attest to a Shared Services Agreement and any other pertinent documents between the County and RCGC to function as the operating agency for the County's Work First New Jersey Adult Literacy and Community Work Experience Program from December 1, 2016 to June 30, 2017.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 21, 2016 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

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**SHARED SERVICES AGREEMENT**

**by and between the**

**COUNTY OF GLOUCESTER, NEW JERSEY**

**and**

**ROWAN COLLEGE AT GLOUCESTER COUNTY  
AS THE OPERATING AGENCY OF  
THE WORK FIRST NEW JERSEY  
ADULT LITERACY**

**AND**

**COMMUNITY WORK EXPERIENCE PROGRAM (CWEP)**

**Dated:**

**December 1, 2016**

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## SHARED SERVICES AGREEMENT

**THIS AMENDMENT**, dated \_\_\_\_\_, 2016 by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey (referred to as "County") and **ROWAN COLLEGE AT GLOUCESTER COUNTY** (referred to as "Local Unit"); and

### **RECITALS**

1. The County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, NJ 08096; and
2. The Rowan College at Gloucester County ("Local Unit") is a corporation of the State of New Jersey with offices located at 1492 & 1400 Tanyard Road, Sewell, New Jersey, 08312; and
3. The County through the Department of Economic Development – Workforce Investment Board is aware of the need to serve eligible Work First New Jersey adults with a curriculum that includes literacy, high school equivalency training, workforce readiness (soft skills) and other pre-vocational education/training;
4. The Local Unit has the capability of serving as the operating agency of the Work First New Jersey Adult Literacy and Community Work Experience Program (CWEP) facility at Rowan College at Gloucester County and the County shall pay Local Unit for expenditures related to the development and implementation of said Community Work Experience Program
5. N.J.S.A. 40A:65-1 et sq., provides a mechanism through which counties and municipalities may enter into an agreement for the provision of shared services; and

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

### **AGREEMENT**

#### **A. DESCRIPTION OF THE PROJECT.**

The Project for purposes of this Agreement shall consist of the provision of services at Rowan College at Gloucester County for adult literacy and Community Work Experience Program (CWEP) services within the County of Gloucester.

#### **B. LOCAL UNIT RESPONSIBILITIES.**

The Local Unit will:

1. Serve as the Operating Agency of the Work First Adult Literacy and Community Work Experience Program (CWEP) located at Rowan College at Gloucester County.
2. Comply with all requirements, terms, and conditions as set forth in Attachments A through D annexed hereto.

3. Meet the minimum expected performance outcomes as described in Attachment D, Article 4, performance criteria, and reports 4.1-4.7 annexed hereto.
4. Meet the expected level of service of 50 adults who will be part of the Work First New Jersey-CWEP.

**C. PAYMENT**

County agrees to compensate the Local Unit in the amount not to exceed \$90,800.00 from December 1, 2016 and June 30, 2017 for the continuation of the workplace literacy programs to assist adults to obtain basic education, pre-employment and New Jersey High School Diploma. The Local Unit must submit monthly expenditures by the 10<sup>th</sup> of each month. Said expenditures shall be accompanied by Attachment C. Present and future funding is contingent upon funding availability from NJ/US Department of Labor, and Local Unit meeting the minimum expected performance outcomes.

**D. DURATION OF AGREEMENT.**

This Agreement is to be effective for the period from December 1, 2016 to June 30, 2017. Upon 30 days written notice, either party may terminate this agreement without cause. The Local Unit shall be entitled to compensation for all work performed prior to such termination.

**E. LIMITATION OF DELEGATION.**

To the extent that this Agreement constitutes a delegation of authority by the County to the Local Unit, this Agreement shall not be construed to delegate any authority other than the authority to perform the services described in this Agreement.

Neither County nor any Local Unit intends by this Agreement to create any agency relationship other than which may be specifically required by the Shared Services Agreement Act for the limited purpose of performing the obligations of the County pursuant to the Agreement.

The parties recognize that currently there may be certain legal relationships existing between the parties with regard to other activities of the parties, and nothing in this Agreement shall be construed to be in derogation of those relationships.

**F. INDEMNIFICATION OF COUNTY.**

- (a) During the Term of this Shared Services Agreement, the Local Unit shall indemnify and shall hold the County, the members of the Board and its officers, agents and employees harmless against, and the Local Unit shall pay any and all, liability, loss, cost, damage, claims, judgment or expense, of any and all kinds or nature, which shall be imposed by law, which the County, the members of the Board or its officers, agents and employees may sustain or may be subject to or may be caused to incur by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, or upon or arising out of any services performed by County in connection with the work described in this Agreement. The Local Unit shall be responsible for the performance of these promises to indemnify and defend only with regard to claims asserted in connection with the performance of services by the County for the Local Unit.
- (b) The Local Unit at its own cost and expense, shall defend any and all such claims, suits and actions which may be brought or asserted against the County, the members of the Board or its officers,

agents or employees; provided, however, that this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance of its obligation to defend the County, the Local Unit and any other insured party which may be named in such policy or insurance in connection with any claims, suits or actions which are covered by the terms of such policy.

(c) The County and Local Unit agree as follows:

- (i) The County shall give an authorized Local Unit representative prompt written notice of the filing of each such claim and the institution of each such suit or action, and the Local Unit 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;
- (ii) The County shall not, without prior written consent of the Local Unit, adjust, settle or compromise any such claim, suit or action with respect to the Project, and the Local Unit shall not, without prior written consent of the County, adjust, settle or compromise any such claim, suit or action with respect to the Project.

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

Each party to this Agreement shall at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations, and other governmental requirements, which may be applicable to the performance of the services, described in this Agreement. Specifically, the County will, in performing its services, comply with all applicable laws, rules, and regulations concerning the conduct of such soliciting, interviewing, and related services concerning consideration of employees for hire.

#### **H. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.**

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

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

#### **J. MISCELLANEOUS.**

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto, aside from the revised annual compensation.
2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the Local Unit and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

6. **Further Assurances and Corrective Instruments.** The Local Unit and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.

7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.

8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.

9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within this state, including all matters of enforcement, validity and performance.

K. **EFFECTIVE DATE.** This Agreement shall be effective as of **December 1, 2016**, which shall be considered the commencement date of this Agreement.

ATTEST:

COUNTY OF GLOUCESTER

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

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

ATTEST:

ROWAN COLLEGE AT GLOUCESTER COUNTY

\_\_\_\_\_  
FREDERICK KEATING, PRESIDENT

## STATEMENT OF WORK

Rowan College at Gloucester County agrees to provide for 50 eligible Work First New Jersey (WFNJ-TANF, General Assistance (GA) and Supplemental Nutrition Assistance Program (SNAP) recipients a combined job skill development, job training, life skills and Adult Literacy/ABE and Test Assessing Secondary Completion (TASC) program that leads to a diploma or permanent employment for participants who reside in Gloucester County New Jersey. The referral to Rowan College at Gloucester County will be supplied by the “To-Work” Case Managers and CWEP Coordinator at the American Job Center (formerly known as the One-Stop).

Rowan College at Gloucester County agrees to provide said services effective December 1, 2016 until June 30, 2017 for the amount not to exceed \$90,800 (**Attachment B** for Program Budget).

- B. Rowan College at Gloucester County agrees to hold the County harmless for any injuries suffered by residents while under the supervision and/or care of Rowan College at Gloucester County. The County will be held harmless as pertains to legal fees and the costs of suit. Rowan College at Gloucester County agrees to provide proof of insurance coverage in the amounts satisfactory to the County. (see attachment A-2 for documentation)
- C. The County hereby agrees to be bound by all rules and regulations now in effect with the College and likewise the College hereby agrees to be bound by all rules and regulations now in effect or hereinafter promulgated by the State of New Jersey.
- D. Program Participants will spend a maximum of 36 weeks for 35 hours per week (TANF) or 30 hours per week for (GA/SNAP/ABAWD) in a combined ABE/HSE Literacy (education) and the Community Work Experience Program (CWEP) together with life skills and/or pre-vocational training.
- E. As this is a Cost Reimbursement Agreement, all reporting/corresponding documentation must be submitted to the Department of Economic Development, Workforce Development Board **by the 10<sup>th</sup> day of each month for reimbursement. (See attachments)**

### Client/Work Flow

#### Literacy Work First Customers

- Initial TABE will be conducted at the American Job Center (formerly One-Stop Career Center) – ESL testing with Best Plus will be conducted at Rowan College at Gloucester County.
- American Job Center’s Case Manager contacts Instructor at the Center to schedule TANF/GA/SNAP only customer for a Wednesday (ESL) or an interview after taking TABE

- RCGC staff interviews customer, creates prescription and forwards all information to the appropriate Case Manager at the American Job Center in Thorofare.
- Customer begins program the Monday after the prescription interview.
- Post TABE testing will be conducted after every 50 hours of participation or at the discretion of the RCGC Site Coordinator. The customer's results will be forwarded to both MIS and Case Manager.
- Should a WFNJ customer have a TABE score 5<sup>th</sup> grade or below, customer will be referred to DVR as well RCGC by the Case –Manager.
  - DVR will assess customer while customer is involved with the RCGC CWEP, therefore, DVR assessment is now a countable activity.

**Reporting and Monitoring requirements:**

- E-Time sheets will be done on a weekly basis by RCGC staff for the TANF population. RCGC Staff will Contact American Job Center WFNJ Case Manager when customer has two unexcused absences.
- Paper work such as LOS report must go to MIS at the American Job Center as well as the 50-hour TABE scores.
- All Customer information must be sent to the appropriate Case Manager.

**Extensions**

- Ten days prior to extension, RCGC Staff is to contact customer's Case Manager for approval. (This will trigger OMEGA data entry by WFNJ Case Manager).
- GCC Staff is to contact MIS via monthly service report with indication of extension.

**Program Narrative:**

Rowan College at Gloucester County proposes to provide integrated adult basic education and pre-vocational skills training/Community Work Experience Program to quickly boost Work First New Jersey customers' literacy and work skills so that they can earn credentials, get living wage jobs, and put their talents to work for employers. Participants will attend classes to learn professional/technical content and basic skills in reading, math, writing or English language. As participants progress through the program, they learn basic skills in real-world scenarios offered by the CWEP part of the curriculum.

Rowan College at Gloucester County's TANF/ Community Work Experience Program (CWEP) will provide avenues for occupational educational training to individuals with barriers to employment by way of pre-vocational instruction in the areas of healthcare, customer services, food safety, and technology which will lead to a nationally recognized credential. As an incentive for participants who successfully complete the Basic Skills and Pre-vocational training, the expense for the national credential will be paid for them. In addition, each participant will be assigned a Community Work Experience project in one of the departments at the College. Each WFNJ participant will complete the following assessments and activities prior to participating in their assigned CWEP assignment:

- Career Interest , Barriers to Employment and Learning Styles Inventory assessments
- Work Skills classes and assessment
- Career Related workshops: Dressing for Success, Team Building, Effective Communications

- Basic Computer classes: Keyboarding, Windows & Intro to Word

The completion of the activities and assessments will assist with the proper placement of each WFNJ participant for the CWEP activity. Placement in a particular training program will be based on the individual's employment objectives and availability.

The WFNJ participants will follow a plan of training rotations in order to develop the necessary skills to obtain gainful employment/job placement and meet program goals. Throughout the training period of 6 months, participants and RCGC staff and management will be communicating regularly with the participants' Case Managers and the CWEP coordinator at the American Job center. They will discuss strategies to develop and apply for positions that suit the CWEP participant's employment objectives. The CWEP program's main objective is to provide training to individuals with barriers to employment in order to enable them to obtain unsubsidized employment on a permanent basis. The CWEP objective is to provide life skills training for individuals with barriers to employment to enable them to obtain unsubsidized employment on a permanent basis.

### **Program Goals**

Rowan College at Gloucester County's Adult Literacy/Community Work Experience Program (CWEP) is to provide a range of training, employment and support services to adults who currently have barriers to employment. The program will help participants to learn important job and life skills which will allow them to achieve economic independence and have an improved quality of life. .

Using the Gloucester County American Job Center as a referral source for CWEP participants, the goal is to enroll approximately 50 program participants during the grant period; who will attend the integrated basic skills/CWEP program to assist them with the improvement of their basic skills or obtainment of a New Jersey High School diploma credential. Placement into the CWEP prevocational program will be based upon the initial assessments. Rowan College at Gloucester County will meet or exceed the following benchmarks:

- 1) 80% or more of CWEP participants complete the Career Readiness and Life Skills and CWEP Work Experience Projects;
- 2) 75% or more of CWEP participants will participate in prevocational training in the following industries to prepare them for positions in the following industries: healthcare, retail/customer service, technology, and food safety.
- 3) 75% or more of CWEP participants will be placed within a department of the college to obtain hands on work experience
- 4) 75% or more of CWEP participants are placed into unsubsidized employment;
- 5) 75% or more of CWEP participants placed into unsubsidized employment and remain employed for a minimum of 90-days.

## **Program Detail**

Rowan College at Gloucester County WFNJ/BREM/CWEP is designed to teach professional and technical content and to teach basic skills in reading, math, writing or English language – so students can move through school and into jobs faster. As the WFNJ participants' progress through the program, they learn basic skills in real-world scenarios offered by the prevocational part of the curriculum.

Rowan College at Gloucester County's Adult Literacy/Community Work Experience Program (CWEP) will provide avenues for occupational educational training to individuals with barriers to employment by way of prevocational instruction in the areas of healthcare, customer services, food safety, and technology which will lead to a nationally recognized credential. As an incentive for participants who successfully complete the Basic Skills and Prevocational training, the expense for the national credential will be paid for them.

Rowan College at Gloucester County will include all of the following services within the Community Work Experience Program:

- Career Exploration activities
- Career Readiness workshops
- Computer classes: Keyboard, Windows, Intro to Word, Excel, and PowerPoint
- Prevocational educational opportunities
- CWEP Assignments
- Job Search Assistance
- Job Placement Assistance

### **Career Readiness and Life Skills**

Rowan College at Gloucester County will be the provider of the career and life skills component of the Community Work Experience Program (CWEP). The plan is to run an open entry/open exit program that can serve approximately 30 CWEP only participants and 70 participants Literacy, who need to improve their basic literacy skills and/or obtain a New Jersey High School Diploma. RCGC's program intends to quickly boost students' literacy and work skills so that students can earn credentials, get living wage jobs, and put their talents to work for employers. Participants will be enrolled in the programs at RCGC for a maximum of nine months.

### **Community Work Experience Projects**

Rowan College at Gloucester County's Division of Continuing Education will provide Community Work Experience Program (CWEP) services to Gloucester County TANF. The training experience will take place in various departments of the College. For CWEP only training programs, the training projects will take place beginning at 8:30/9:00 a.m. and continue until 4:30p.m. There will be a half-hour break for lunch. The CWEP only participants will attend the program 35 hours per week. Participants, who need to improve their basic skills or prepare for a high school diploma, will participate in 20 hours of CWEP.

All CWEP participants will participate in an initial orientation which will consist of the following activities:

- Career Interest , Barriers to Employment and Learning Styles Inventory assessments
- Work Skills classes and assessment
- Career Related workshops: Dressing for Success, Team Building, Effective Communications
- Basic Computer classes: Keyboarding, Windows & Intro to Word

### **Job Search Assistance**

The ultimate goal of the Work First NJ program at RCGC is to assist the customers in obtaining the required educational/workplace skills to secure employment or to improve current employment. It is vital for the customer to work towards that goal. All staff assigned to the Literacy/CWEP will make every effort to assist WFNJ participants in reaching their goals. The counselor will work closely with the students, the Career and Academic Placement Center, and the instructors to assist the students with obtaining the necessarily workplace skills, soft skills, and career resources to gain employment.

To assist the WFNJ participants with obtaining employment, each participant will participate in the following career related activities:

- Work Skills classes which will give them the necessary basic skills required by employers and prepare them for the Work Readiness Credential
- Participate in Career Exploration workshops and events
- Participate in of upcoming positive recruitments, job fairs, and Career Expos
- Participate in career workshops offered by the Career and Academic Placement Center. the topics include dressing for success, networking and Internet job search techniques

### **CWEP-Prevocational Training**

The Literacy/CWEP program is designed for a maximum of 6 months of training, but allows for an open entry/exit system. Placement decisions will be made by the program administrator and the program counselor. The program placements will be tailored to the participant's employment objectives. The TANF/CWEP program will allow students to improve basic skills, prepare for a high school diploma and obtain prevocational skills required for entry level positions in customer service, food safety/hospitality, healthcare, technology, and logistics.

The following is the proposed schedule for the TANF/CWEP program.

### Program Schedule

Site Location	Day or Evening	Program	Time	Days	Hrs. Per Week	Weeks Per Year
Rowan College at Gloucester County	Day	ABE CWEP	8:30 am - 4:00 pm	Mon – Friday	35	50
Rowan College at Gloucester County	Day	HSE CWEP	8:30 am - 4:00 pm	Mon – Friday	35	50
Rowan College at Gloucester County	Day	ESL CWEP	8:30 am - 4:00 pm	Mon – Friday	35	50
Rowan College Gloucester County	Day	CWEP	8:30 am - 4:00 pm	Mon – Friday	25/35	50

Operating Agency of the Work First New Jersey Adult Literacy and Community Work  
Experience Program (CWEP)

Attachment B

TANF – 12/1/16 - 6/30/17

Category	Breakdown	Budget
<b>Salaries</b>		
Head Teacher Brigette Satchell 10% of salary	(1218 hrs X 51.239737/hr X 10%)	6,241.00
Testing Coord. - Regina Ashton 40% of salary	(1218 hrs X 22.386426/hr X 40%)	10,906.67
F/T Inst. Joseph Spencer - 50% of salary	(1218 hrs X 25.7526/hr X 50%)	15,683.33
Counselor - Evon Bobo	(35 wks X 29 hrs/wk X 25.39/hr)	25,770.85
<b>Total Salaries</b>		<b>58,601.85</b>
<b>Fringe</b>		
Vacation	7.65% of Total Salaries	4,483.04
Worker's Comp	0.285% of Total Salaries	167.02
AA	8% of Head Teacher Salary	499.28
ERS	3.55% of F/T Instructor & Testing Coord.	943.95
Health Benefits - Head Teacher B. Satchell	(2,516.00 X 2)+(2,742.44 X 6) * 10%	2,148.66
Health Benefits - Testing Coord. R. Ashton	(1,585.76 X 2)+(1,728.48 X 6) * 40%	5,416.96
Health Benefits - F/T Inst. Joseph Spencer	(2,438.32 X 2)+(2,657.77*6) * 50%	10,411.63
Dental - Head Teacher B. Satchell	83.27 X 8 X 10%	66.62
Dental - F/T Test Coordinator - R. Ashton	83.27 X 8 X 40%	266.46
Dental - F/T Instructor - J. Spencer	83.27 X 8 X 50%	333.08
<b>Total Fringe</b>		<b>24,736.70</b>
<b>Total Salaries and Fringe</b>		<b>83,338.55</b>
<b>Equipment and Supplies</b>		
Educational Supplies		5,750.00
Office Supplies		775.45
<b>Total Equipment and Supplies</b>		<b>6,525.45</b>
<b>Other Costs</b>		
Travel		200.00
ASC Testing fees for students		736.00
<b>Total Other Costs</b>		<b>936.00</b>
<b>Total Costs</b>		<b>90,800.00</b>

GLOUCESTER COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT

**Sub-Grantee Monthly Report**

Sub-Grantee: \_\_\_\_\_ Report for Month Ending \_\_\_\_\_  
 \_\_\_\_\_ Period of Agreement \_\_\_\_\_  
 Agreement No: \_\_\_\_\_ Type of Report: Interim \_\_\_\_\_ Final \_\_\_\_\_

Cumulative Funds rec'd \$ \_\_\_\_\_ Clients Served to date \_\_\_\_\_  
 Adjustments \$ \_\_\_\_\_ Clients Served this month \_\_\_\_\_  
 Total \$ \_\_\_\_\_ Cumulative Served \_\_\_\_\_

<u>Expenditures</u>	<u>Approved Budget</u>	<u>Expenditures This Month</u>	<u>Cumulative Expend To Date</u>	<u>Balance</u>
<u>PROGRAM COSTS</u>				
Salaries	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____
Fringe Benefits	\$ _____	\$ _____	\$ _____	\$ _____
Equip & Supplies	\$ _____	\$ _____	\$ _____	\$ _____
Operating Exp.	\$ _____	\$ _____	\$ _____	\$ _____
Other Costs	\$ _____	\$ _____	\$ _____	\$ _____
Total	\$ _____	\$ _____	\$ _____	\$ _____
<b>TOTAL</b>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

Name of Teacher \_\_\_\_\_

Site \_\_\_\_\_

Each of the items below deals with a characteristic of instructors, which students feel to be important. Indicate your rating of your instructor by circling the appropriate number on the scale. The exact point at which you rate is less important than the general impression. Write in after the question any additional comments that you wish to make. Give examples wherever possible. (Circle your choice.)

1. Is she/he actively helping when students have difficulty?

1    2    3    4    5  
 Not helpful                      Actively helpful  
 Example or comments:

6. Is his/her speech adequate for teaching?

1    2    3    4    5  
 Unintelligible                      Good  
 Example or comments: (Volume, Tone, Enunciation, Rate, Vocabulary, etc.)

2. Does he/she appear sensitive to students feelings or problems?

1    2    3    4    5  
 Unaware                              Responsive  
 Example or comments:

7. Does she/he respect students?

1    2    3    4    5  
 Does not respect                      Respects  
 Example or comments:

3. Is she/he flexible?

1    2    3    4    5  
 Rigid                                      Flexible  
 Example or Comments:

8. Does he/she actively involve students directly in the teaching/learning process?

1    2    3    4    5  
 Never                                      Frequently  
 Example or comments:

4. Does he/she make students feel free to ask questions, disagree, express their ideas, etc?

1    2    3    4    5  
 Unfair                                      Fair  
 Example or comments:

9. Does she/he appear to be enthusiastic about the subject?

1    2    3    4    5  
 Unenthusiastic                      Enthusiastic  
 Example or comments

5. Is she/he fair and impartial in her/his dealings with the students?

1    2    3    4    5

10. Does he/she use enough examples or illustrations to clarify the material?

1    2    3    4    5



**ARTICLE 4 – PERFORMANCE CRITERIA AND REPORTS**

- 4.1 The Contractor will be bound to a performance Accountability system which will include but not limited to the following standards for participants who are age 16 and up:

**Literacy Participants**

1. Basic Skills: At least 75% of the customers will successfully gain two grade levels per 100 hours of instruction or predetermined goal and demonstrate mastery of an array of competencies that will allow them to enter pre-selected vocational training or post- secondary education.
2. HSE: at least 80 % of the HSE students will achieve mastery of skills that will allow them to sit for the HSE exam. At least 75% of this population will obtain the HSE .
3. Computer Literacy: 75% of the customers will successfully demonstrate that they can operate a computer at set competencies established by the provider.
4. Grade Level: 90% will advance one grade level per 50 hours of instruction
5. Employment: 75% of adults not employed at the time of enrollment will obtain unsubsidized employment within the first quarter of exiting program.
6. Math Skills: 70% of the customers will be able to demonstrate through a written exam, that they know basic math skills – adding, subtracting, multiplication, and division (whole numbers, fractions, decimals, and percentages as it relates to individual’s occupational goal).

**CWEP Participants**

1. 80% or more of CWEP participants complete the Career Readiness and Life Skills and CWEP Work Experience Projects;
2. 75% or more of CWEP participants will participate in prevocational training in the following industries to prepare them for positions in the following industries: healthcare, retail/customer service, technology, logistics and food safety.
3. 75% or more of CWEP participants will be placed within a department of the college to obtain hands on work experience
4. 80% or more of CWEP participants complete the Life Skills and Group Work Experience Projects;
5. 50% or more of CWEP participants are placed into unsubsidized employment;
6. 75% or more of CWEP participants placed into unsubsidized employment achieve a 90-day job retention rate.

- 4.2 The levels of performance will be adjusted based on State and WDB identified indicators, which will be expressed in an objective, quantifiable and measurable form pursuant to Section 116 of WIOA.
- 4.3 Additional performance indicators will consist of customer satisfaction of participants with services received from the activities authorized for Literacy Services. Customer satisfaction may be measured by the WDB through surveys conducted after the conclusion of the participation of customers in the approved activity(ies).
- 4.4 The State of New Jersey may impose additional performance indicators and the levels of performance as appropriate to those indicators. Such additional performance criteria will become a part of the local area, subsequent to the execution of this agreement.

- 4.5 The Contractor shall provide any and all reports required of it under the Workforce Innovation and Opportunity Act (WIOA) and accompanying regulations, the Department of Labor and Workforce Development, the Governor of the State of New Jersey or his designees, the County of Gloucester or the Gloucester County Workforce Development Board, provided that reports requested by the County or Workforce Development Board shall be required only as reasonably necessary to carry out their responsibilities under the Act, regulations and government directive thereunder.
- 4.6 The Contractor shall be responsible for the submission of performance reports relative to adult participation.
- 4.7 The Contractor shall, at the onset of the program provide evaluation of the Participants math and reading skill levels, unless other arrangements have been made with the County for participant testing and assessments.

#### ***ARTICLE 5 – RECORDS***

- 5.1 **Retention of records** – All records pertinent to this Contract, including financial, statistical, property and participant, and supporting documentation, shall be retained for a period three (3) years from the date of final payment of this Contract or until all audits are complete and findings on all claims have been finally resolved. If the Contractor is unable to retain the necessary WIOA participant and financial records, the Contractor shall transfer such records to the Grantor. Such records shall be transmitted to the Grantor for acceptance in an orderly fashion with documents properly labeled and filed and in an acceptable condition for storage.
- 5.2 The aforementioned records will be retained beyond the three-year period if any litigation, audit or claim has not been finally resolved. The Contractor agrees to insure that Sub-recipients retain records in accordance with these requirements. In the event of the termination of the relationship between the county and the Contractor, the Grantor shall be responsible for the maintenance and retention of the records of any Contractor unable to retain them.
- 5.3 Records shall be kept safe from fire, theft, and water damage and shall be identified.
- 5.4 All individuals, employees, and participants paid with funds under this contract must have inclusive time and attendance records for each hour or day of work or training. The Contractor must allocate time among the salaried categories in accordance with actual work time spent in a specific activity. These records must be maintained as required in Sections 5.1, 5.2, and 5.3 above.
- 5.5 Records shall be made available to the public upon request except in cases wherein the records would constitute a clearly unwarranted invasion of personal privacy, or trade secrets or commercial or financial information that is obtained from a person and privileged or confidential. The Contractor may charge fees sufficient to recover costs applicable to the processing of requests for records under this paragraph.

#### ***ARTICLE 6 – AUDIT RIGHTS CLAUSE***

- 6.1 **Audits and Inspections** – At any time during normal business hours and as often as the Grantor, the U.S. Comptroller General, or Auditor General of the State of New Jersey may deem necessary, the Contractor shall make available to the County, or its agents for examination, all of its records with respect to all matters covered by this Agreement. The Auditor General of the State of New Jersey, Grantor, and U.S. Comptroller General shall have the authority to audit, examine and make excerpts of transcripts from

records or personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

- 6.2 The County of Gloucester, as Grantor and Administrative Entity through its authorized representative, has the right, at all reasonable times, to make site visits to review accomplishments and management control systems and to provide such technical assistance as may be required. If the County of Gloucester makes any site visit on the premises of the Contractor under this Contract, the Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties.
- 6.3 The Contractor agrees to fully cooperate with any monitoring, evaluation, and/or audit conducted by the Grantor, the U.S. Department of Labor, of their designees and authorized agents. The Contractor also agrees to insure that their Subrecipients, including work-site, fully cooperate with the agencies performing site inspections in accordance with Article 6.
- 6.4 The Contractor will develop and maintain a system for debt collection, which will insure that the County can recover costs, which are found by audit to be disallowed costs or recover costs, which have been found to be misspent. A written description of the debt collection system will be available for review by Department representatives.
- 6.5 The Contractor agrees to have an audit conducted, which meets the requirements of the single Audit Act, Federal OMB Circular A-133, "Uniform Administrative Requirements for Grants, and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations." All such audits will be performed on an organization-wide basis. A copy of the Contractor's most recent audit must be submitted to the Gloucester County Workforce Development Board prior to the commencement of program activities. Failure to adhere to this submission may result in nonpayment of funds as designated in this contract.

#### *ARTICLE 7 – BONDING AND INSURANCE*

- 7.1 The Contractor will ensure that it complies with applicable State statutes and WIOA regulations regarding Motor Vehicle Insurance.
- 7.2 The Contractor will ensure that employees are provided with Workers Compensation insurance in accordance with applicable State statutes with WIOA regulations.
- 7.3 The Contractor must have a fidelity bond applicable to its officers and its employees with access to, and responsibility for, fund control and disbursements. The surety bond shall be acceptable to the County and issued by a recognized Surety Company licensed in the State of New Jersey. The policy must cover losses due to theft or fraud.
- 7.4 The Contractor must provide Worker's Compensation for participants enrolled in subsidized employment activities. Provisions are to be made to cover the medical treatment of any participant injured at any work or classroom activity or training site. Insurance shall be in accordance with 20 CFR 629.22 and 629.33. Provisions must be made for automobile insurance coverage on all Contractor owned, leased or contracted vehicles, and for staff owned vehicles used on the job which participants or staff persons paid under the terms of this contract drive or are driven.

**ARTICLE 8 – CLAUSE AFFECTING, MODIFICATIONS,  
AGREEMENTS OR CHANGES**

- 8.1 This agreement constitutes the entire contract between the parties hereto. No representation, modification, or amendment hereto, whether oral or written, shall be effective unless it is in writing and signed by the parties.
- 8.2 Notwithstanding Article 8.1, the County may unilaterally modify this agreement at will in order to accommodate any change in the Act or any change in the interpretation of the Act or any applicable, federal, state, or local laws, regulations, rules or policies.

**ARTICLE 9 – NON-DISCRIMINATION, EQUAL OPPORTUNITY &  
AFFIRMATIVE ACTION**

- 9.1 The Contractor shall ensure against discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under Section 504 of the Rehabilitation Act, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964.
- 9.2 The Contractor agrees to abide by Executive Order 11246 which prohibits job discrimination by employers holding federal contract or subcontract on the basis of race, color, religion, sex or national origin and to abide by Section 188 of the Act which provides that no person shall, on the basis of race, color, religion, sex, national origin, age, handicap, or political affiliation or belief, be excluded from participation in, denied the benefits of, be subjected to discrimination under or denied employment in the administration of, or in connection with, any program or activity funded under the Act.
- 9.3 With respect to terms and conditions affecting or rights provided to individuals who are Participants in activities supported by funds provided under the Act, such individuals shall not be discriminated against solely because of their status as a Participant.
- 9.4 WIOA further required that any such program or activity be open to participation by citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, parolees, and other individuals authorized by the Attorney General to work in the United States.

**ARTICLE 10 – GRIEVANCE AND HEARING PROCEDURES**

- 10.1 Each contractor shall comply with the Non-Criminal Complaint/Grievance Procedures as set forth in NJAC 12:41-1.
- 10.2 The Contractor shall utilize the County Participant Grievance Procedure. Such procedure shall be made available upon enrollment to WIOA program participants.

**NON-DISCRIMINATION ASSURANCE**

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant recipient assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Investment Act of 1988 (WIOA), which prohibits discrimination on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant recipient also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant recipients operation of the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

- 10.3 Any persons who believes that they or any specific class of individuals has been or is being subjected to discrimination prohibited by the nondiscrimination and equal opportunity provisions of the Act of under 29 CRF Part 37, may file a written complaint with the local EO Officer.
- 10.4 The complaint may be filed either with the County or the Directorate of Civil Rights, Office of the Assistant Secretary for Administration and Management, US Department of Labor. These complaints must be filed within 180 days from the date of the alleged act. The Directorate, with good cause shown, may extend the filing time.

#### ***ARTICLE 11 – POLITICAL/SECTARIAN ACTIVITIES***

- 11.1 No activities under this agreement may involve political activity.
- 11.2 Participants shall not be employed to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for religious worship, except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to the participant.

#### ***ARTICLE 12 – CONFLICT OF INTEREST CLAUSE***

- 12.1 **Standard of Conduct** – The Contractor hereby agrees that in administering this contract, it will comply with the standards of conduct, hereinafter specified, for maintaining the integrity of the project and avoiding any conflict of interest in its administration.
- 12.2 **General Assurance** – Every reasonable course of action will be taken by the Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or

improper conduct. This contract will be administered in an impartial manner, free from personal, financial, or political gain. The Contractor, its executive staff and employees, in administering this contract, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

- 12.3 **Conducting Business Involving Relatives** – No relative by blood, adoption or marriage, of the Contractor shall receive training under this contract.
- 12.4 **Conduct Business Involving Close Personal Friends and Associates** – Executives and employees of the Contractor will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the Contractor to conduct business with a friend or associate of an executive or employee of the Contractor, a permanent record of the transaction will be retained.
- 12.5 **Avoidance of Conflict of Economic Interest** – An executive, officer, agent, representative, or employee of the Contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the Contractor.

### ***ARTICLE 13 – ACCOUNTING SYSTEM***

- 13.1 The Contractor will maintain all accounting systems and internal controls necessary to meet applicable standards established by the American Institute of Certified Public Accountants and which will allow for the preparation of all required Fiscal Reports.
- 13.2 The Contractor will maintain records that adequately identify the source and application of funds for activities supported by this agreement.
- 13.3 The Contractor will maintain an effective control over accountability for funds, property, and other assets under this agreement and will adequately safeguard such assets and ensure that they are used solely for authorized purposes.
- 13.4 The Contractor, in administering programs under the contract, agrees to maintain a financial management/accounting system which, at a minimum, provides for the following:
- 13.4.1 The control of cash and other resources that the obligation and expenditure of funds and use of property are in conformance with the requirements of the Act and Federal regulations, State regulations, the Wagner-Peyser Act and accompanying regulations and with State requirements and policies.
- 13.4.2 Maintenance of accurate, current and complete financial information to meet the prescribed requirements for financial reporting.
- 13.4.3 Maintaining accounting records and documentation to support and identify the expenditure of program funds and insure that such funds can be traced to a level of expenditure adequate to demonstrate that funds have been spent lawfully. All disbursements are to be supported by evidence and approval of goods and services purchased.
- 13.4.4 To provide adequate safeguards for cash and other assets.

13.4.5 Maintain controls and procedures to ensure that the opportunity for unauthorized, fraudulent, or otherwise irregular acts are minimized.

13.4.6 Have an adequate system of authorization, record keeping, and transaction coding procedures for all expenditures.

13.4.7 Have a financial system to provide reliable data for decision making and performance assessment.

13.4.8 Procedures and accounts to identify receipt and expenditure of program funds separately for each grant received by the Grant Recipient.

13.4.9 Accurate procedures, records, and documentation to support payroll and fringe benefit charges, and all other purchases including acceptable documentation of hours worked for staff dividing their time among WIOA activities and non-WIOA activities.

13.4.10 Controls to prevent the expenditure of funds in excess of approved, budgeted amounts and procedures to halt any such excess or impending excess.

#### ***ARTICLE 14 – COUNTY RESPONSIBILITIES***

14.1 The County will furnish reproducible masters of all standard forms required by the County.

14.2 The County will manage all WIOA and WFNJ agreements and modifications with the State of New Jersey. Such management will include developing plans, participating in Department of Labor or State assessments and audits, negotiating questioned costs, interpreting rules, regulations and policy, requesting technical assistance, and providing access to training opportunities.

14.3.1 The County will assure that the Contractor has access to staff to answer questions, and/or for assistance in resolving problems in policy formulation or interpretation.

14.3.2 The County will provide technical assistance to the Contractor through the staff of the WDB.

#### ***ARTICLE 15 – HOLD HARMLESS***

15.1 It is understood that the County is under no obligation to provide or refer any number of participants to the Contractor.

15.2 The Contractor assumes liability for its actions and the actions of its agents under this agreement. If the Federal Government, the State of New Jersey, or the County of Gloucester demands repayment of the funds from the Contractor as a result of Contractor violations of WIOA rules and regulations or contract provisions, the Contractor agrees to repay the County the amount of funds directly related to the violation, including the cost of recovery.

15.3.1 In the event that a grievance, lawsuit, or other claim filed against the Contractor by a participant, sub-recipient, or other person results in an obligation to pay back wages or other financial consideration, the Contractor is solely responsible for such payments. The Contractor agrees to indemnify, defend and hold the County Harmless from any such claims, grievances, or lawsuits and to reimburse the County for any costs of defense, including attorney's fees.

## **ARTICLE 16 – SUSPENSION & TERMINATION**

16.1 When a Contractor has failed to comply with the terms, conditions or standards of the contract the County of Gloucester may, on reasonable notice to the Contractor, suspend the contract, and withhold any further payments, or prohibit the Contractor from incurring additional obligations of WIOA funds, pending corrective action by the Contractor or a decision to terminate in accordance with paragraph 17.2.1, 17.2.2, and 17.2.3 below. The County of Gloucester shall pay for completed units of performance up to date of termination or suspension in accordance with the provisions of this agreement.

Such provisions for termination or suspension will include the inability of the Contractor to fulfill contract compliance due to foreclosure, bankruptcy, relocation, school closure regardless of cause, or any act by the Contractor that prohibits WIOA participants to continue the course of study as determined under this agreement.

16.2.1 This contract grant may be terminated for cause or convenience.

16.2.1 Termination for cause – The County of Gloucester may terminate this contract in whole, or in part, at any time before the date of completion, whenever it is determined that the Contractor has failed to comply with the conditions of the contract. The County of Gloucester shall promptly notify the Contractor in writing of the determination and the reasons for the termination, together with the effective date and the appeal process. Payments made to the Contractor or recoveries by the County of Gloucester under contract terminated for cause shall be in accordance with the legal rights and liabilities of the parties.

16.2.2 Termination for convenience – The County of Gloucester or Contractor may terminate this contract in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The Contractor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The County of Gloucester shall pay for completed units of performance up to date of termination or suspension in accordance with provisions of this agreement and the County and the Contractor shall enter into negotiations for payment to cover the cost of phasing out the program in an orderly fashion as possible.

## **ARTICLE 17 – RIGHT IN DATA AND INTELLECTUAL PROPERTY**

17.1.4 “Limited rights data,” as used in this Article, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modification thereof.

17.1.5 “Restricted computer software,” as used in this Article, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software; including minor modifications of such computer software.

17.1.6 “Restricted rights,” as used in this Article, means the rights of the Contracting Agency in restricted computer software, as may be provided in a collateral agreement incorporated in and made part of this contract including minor modifications of such computer software.

17.1.7“Technical data,” as used in this Article, means that data, (other than computer software) which are of a scientific or technical nature.

## 17.2 Allocations of Rights:

17.2.1 Except as provided in 18.3 of this Article regarding copyright, the County shall have the unlimited right in:

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph 18.5 of this Article.

17.2.2 The Contractor shall have the right to:

- (i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract unless provided otherwise in paragraph 18.4 of this article;
- (ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph 18.5 of this Article;
- (iii) Substantiate use of, add, or correct limited right, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs 18.5 and 18.6 of this Article; and
- (iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in paragraph 18.3.1 of this Article.

## 17.3 Copyright:

17.3.1 Data first produced in the performance of this contract. Except as otherwise specifically provided in this contract, the Contractor may establish claim to copyright subsisting in any data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notice of 17 U.S.C 401 or 4102 and acknowledgment of the County sponsorship (including contract number) to the data when such data are delivered to the County, as well as then the data are published or deposited for registration as a published work in the U.S. Copyright office. For data other than computer software, the Contractor grants to the County, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the County. For computer software, the Contractor grants to the County and others acting on its behalf a paid-up, nonexclusive, irrevocable worldwide license for all such computer software to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the County.

17.3.2 Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the County, or acquires on its behalf, a license of the same scope as set forth in paragraph 18.3.1 of this Article; PROVIDED, however, that if such data are computer

software the County shall acquire a copyright license as may be provided in a collateral agreement incorporated in or made part of this contract.

- 17.3.3 Removal of copyright notices. The County agrees not to remove any copyright notices placed on data pursuant to this Article, and to include such notices on all reproductions of the data.

17.4 Release, Publication, and Use of Data:

- 17.4.2 The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this Article or expressly set forth in this contract.
- 17.4.3 The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract, which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the County.

17.5 Protection of Limited Rights Data and Restricted Computer Software

- 17.5.1 When data other than that listed in paragraph 18.2 of this Article above is specified to be delivered under this contract and qualify as either limited rights data or restricted computer software if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish it to the County under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that re formatted as a computer database for delivery to the County are to be treated as limited rights data and not restricted computer software.

- 17.6 Subcontracting: The Contractor has the responsibility to obtain from its Contractors all data and rights therein necessary to fulfill the Subcontract's obligations to the County under this contract. If a Contractor refused to accept terms affording the County such rights, the Contractor shall promptly bring such refusal to the attention of the County and not proceed with subcontract award without further authorization.

17.7 Patent Indemnity:

- 17.7.1 The Contractor shall indemnify the County and its officers, agents, and employees against liability, including costs, for infringement of any United State patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy order under 35 U.S.C 181 arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the County of such supplies or construction work.

- 17.7.2 This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the County of the suit or action alleging such infringement and shall have be given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with

specific written instructions of the County directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor, (2) and infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

#### 17.8 Patent Rights:

**17.8.1 Allocation of principal rights:** The Contractor may retain the entire right, title, and interest throughout the world to each subject invention to the provisions of this Article and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the County shall have a nonexclusive nontransferable, irrevocable, paid-up license to practice to have practiced the subject invention through the world.

**17.8.2 Conditions when the County may obtain title:** The Contractor will convey to the County, upon written request, title to any subject invention (1) If the Contractor fails to disclose to the County or elect title to the subject invention within two months of disclosing it in writing to Contractor personnel responsible for patent matters, or elects not to retain title; provided, that the County may only request title within 60 days after learning of the failure to the Contractor to disclose or elect within the specified times.

**17.8.3 Minimum rights to Contractor and protection of the Contractor right to file:** (1) The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the County obtains title, except if the Contractor fails to disclose the invention within the times specified in this Article. The license is transferable only with the approval of the County, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

#### 17.9 Notice and Assistance Regarding Patent and Copyright Infringement:

**17.9.1** The Contractor shall report to the County, promptly and in reasonable written detail, each notice or claim or copyright infringement based on the performance of this contract which the Contractor has knowledge.

**17.9.2** In the event of any claim or suit the County on account of any alleged patent or copyright infringement arising out the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the County, when requested by the County, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the County where the Contractor has agreed to indemnify the County.

**17.9.3** The Contractor agrees to include, and require inclusion of, this Article in all subcontracts at any tier for supplies or services expected to exceed \$25,000.00.

**ARTICLE 18 – CLOSEOUT PROCEDURES**

18.1 Contract shall be closed out in accordance with the following procedures:

18.1.1 Upon request, the County of Gloucester shall make prompt payments to a Contractor for allowable charges under the contract being closed.

18.1.2 The Contractor shall immediately refund to the County of Gloucester any balance of unobligated (unencumbered) cash advanced to the Contractor that is not authorized to be retained by the Contractor for use on other contracts.

18.1.3 Within 45 days after completion of the contract, the Contractor shall submit all financial, performance and other reports required by the County of Gloucester to close out the contract. The County of Gloucester may approve extensions when requested in writing by the Contractor.

18.1.4 The Contractor shall account for any property acquired with contract funds, or received from the County of Gloucester in accordance with the provisions of Section 193 of the Act.

**ARTICLE 19 – ASSURANCES, CERTIFICATIONS &  
GENERAL PROVISIONS**

19.1 The Contractor, in conducting all activities under the approved contract, assures and agrees that it will fully comply with all requirements of the following, including those assurances which may be promulgated during the inclusive period of **December 1, 2016 through June 30, 2017**.

19.1.1 The Workforce Innovation and Opportunity Act inclusive of all Federal regulations pursuant to the Act, the Wagner-Peyser Act, and State regulations.

19.1.2 The Work First New Jersey program (WFNJ) and all State and Federal regulations for programs and services paid with funds provided by WFNJ.

19.1.3 State of New Jersey, Department of Labor and Workforce Development instructions, directives, and requirements issued pursuant to the Act, the Workforce Development Partnership Program, P.L. 1992.

19.1.4 This contract or approved modification.

19.1.5 The Contractor agrees that the WIOA, the Wagner-Peyser Act, and WFNJ program provide employment and training opportunities to those who can benefit from and are most in need of such opportunities and shall make efforts to the Grantor, to provide equitable services among substantial segments of the eligible population, including serving geographic areas within the Workforce Area in an equitable manner.

19.1.6 The Contractor, in operating programs under the WIOA, agrees that it will administer its program in full compliance with the safeguards of funds as set forth in the Act, Federal regulations, and State instructions issued pursuant to the WIOA. Consistent with the **provisions of 20 CFR 627 (amended)**, all information and complaints involving fraud, abuse, or other criminal activity shall be reported directly and immediately to the Commissioner of Labor and Secretary Labor for appropriate action. Incidents involved in Work First New Jersey funded activities will be reported to the Commissioner of Labor, State of New Jersey.

The Contractor agrees that it will conform to the provisions of all cooperative agreements growing out of compliance with the coordination criteria contained in the State Employment & Training Commission Five-Year Unified State Plan and that such agreements shall remain in force unless in writing by the parties to the agreement.

***ARTICLE 20 – APPLICABILITY OF LEGAL REQUIREMENTS***

20.1 The requirements, which apply to the Workforce Area Grant Recipient and Agent as set forth in the Act, Federal Regulations and Departmental Instructions apply to all Contractors, which receive funds under this contract.

***ARTICLE 21 – SANCTIONS***

21.1 The State of New Jersey and/or the County of Gloucester may impose sanctions and corrective actions for violations of the Act, Federal Regulations, State and local law or grant terms and conditions.

***ARTICLE 22 – COMPLIANCE WITH STATE LAWS***

22.1 The Contractor assures that they will fully comply with all State laws regarding child labor, wages, workplace standards and classroom safety and health, and all other applicable State laws.

***ARTICLE 23 - COMPLIANCE WITH FEDERAL LAWS***

Applicant/Contractor shall comply with the following Federal Code/Regulations concerning the Environment:

- 23.1 Sec. 306- Clean Air Act (42 USC 1857(h))
- 23.2 Sec. 508- Clean Water Act (33 USC 1368)
- 23.4 Environmental Protection Regs. 40CFR Part 15
- 23.4 Energy Policy and Conservation Act 89 Stat.891

***ARTICLE 24 – PROGRAM INCOME***

24.1 A Contractor may retain any program income earned through services rendered under this contract only if such income is added to the funds committed to the contract for youth services under WIOA. Such income may only be used for WIOA purposes and under the terms and conditions applicable to the use of contract funds. If the Contractor cannot use such income for WIOA purposes, the Contractor shall return the program income not used to the County. The amount of program income earned by the Contractor must be reported to the County, whether retained or not.

## **GENERAL & ADMINISTRATIVE REGULATORY PROVISIONS**

- Workforce Innovation and Opportunity Act of 2014 (WIOA and/or Act)
- Interim Final WIOA Regulations, 20 CFR Part 664, published at 64 Fed. Reg. 18662, 18713 (April 15, 1999) and any amendments thereof
- Fair Labor Standards Act of 1938 (29 U.S.C. 203(m), as amended by the Minimum Wage Increase Act of 1996
- Personal Responsibility and Work Opportunity Reconciliation Act of 1996
- United States Department of Labor (NJDOL) rules, regulations and directives, on WIOA
- Work Opportunity Tax Credit Program
- Conscientious Employee Protection Act, N.J.S.A. 34:19 – 1, et seq.
- Social Security Act (47 U.S.C. 301), et seq.
- WIOA Non Discrimination Section 188 and Regulations at 29 CFR Part 37
- Migrant and Seasonal Farm Workers, 20 CFR 653
- New Jersey Health and Safety Standards
- Wagner Peyser Act, Chapter 41 of Title 38
- Architectural Barrier Act of 1968
- Section 503 and 504 of the Rehabilitation Act of 1973, as amended
- Allowable Costs Provision under the WIOA, 20 CFR Part 652, et seq.
- New Jersey Worker Compensation Act
- American with Disabilities Act of 1990
- Uniform Administrative Requirements for State and Local Governments (as amended by the Act) 29 CFR Part 97
- New Jersey Treasury Circular 98-07
- Single Audit Act, 29 VFR Part 96 (as amended by OMB Circular A-133)
- OMB Circular A-87 Cost Principles (as amended by the Act)
- Local Public Contract Law, NJSA 40A:11-1 et seq.
- Local Government Ethics, NJSA 40A:9-22.1
- Federal/New Jersey Conflict of Interest (and directives)

### ***ASSURANCES AND CERTIFICATIONS***

- SF 424B – Assurances for Non-construction Programs
- 29 CFW Part 31, 32 – Nondiscrimination and Equal Opportunity Assurance (and regulations) Certification Regarding Lobbying (and regulations) CFR Part 98
- Drug Free Workplace and Debarment and Suspensions (and regulations) 29 CFR Part 98
- Prohibition on Nepotism, WIOA interim regulation sec. 667.200 (g)

**GRIEVANCE & DISCRIMINATION COMPLAINT PROCEDURES**  
**FOR WIOA PARTICIPANTS**  
**Equal Opportunity is the Law**

**DISCRIMINATION COMPLAINT PROCEDURE**

The Gloucester County Workforce Development Board is prohibited from discriminating on the grounds of race, color religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship or participation in programs funded under the Workforce Innovation and Opportunity Act (WIOA), in admission or access to, opportunity or treatment in, or employment in the administration of or in connection with, any WIOA-funded program or activity. If you think that you have been subjected to discrimination under a WIOA-funded activity, you may file a complaint within 180 days from the date of the alleged violation with the recipient's Equal Opportunity Officer (or the person designated for this purpose), or you may file a complaint directly with the Director, Directorate of Civil Rights (DCR), U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-4123, Washington, DC 20210. If you elect to file your complaint with the recipient, you must wait until the recipient issues a decision or until 60 days have passed, whichever is sooner, before filing with DCR (see address above). If the recipient has not provided you with a written decision within 60 days of the filing of the complaint, you need not wait for a decision to be issued, but may file a complaint with DCR within 30 days of the expiration of the 60-day period. If you are dissatisfied with the recipient's resolution of your complaint, you may file a complaint with DCR. Such complaint must be filed within 30 days of the date you received notice of the recipient's proposed resolution.

.....

**GRIEVANCE COMPLAINT PROCEDURE**

**I. PHILOSOPHY**

A prompt and objective review of participant dissatisfactions and an attempt to resolve them in an equitable manner are essential to productive and mutually beneficial relationships. Participants must have the opportunity to express their dissatisfaction and to have their views relating to training promptly and fully considered.

Within thirty (30) days of filing the grievance, a hearing will be held. The hearing procedure will include:

1. Written notice of the date, time, and place of the hearing, the manner in which it will be conducted, and the issues to be decided.
2. The opportunity for both parties to be represented by an attorney or other representative;
3. The opportunity to bring witnesses and documentary evidence. The educational institution shall cooperate in making available any persons under their control or employ, to testify, if such persons are requested to testify by the complainant, and to release requested documents, unless privacy laws or other laws intervene to take precedence. It shall also include:
  - a) The opportunity to question any witnesses or parties.
  - b) The right to an impartial hearing officer.
  - c) A verbatim or tape recording of the proceeding.
  - d) A written notice that the complainant is entitled to a hearing within 30 days of filing the grievance.

A final decision on the complaint shall be provided in writing to the complainant directly by the hearing officer within sixty (60) days of the filing of the complaint.

**APPEAL PROCESS**

A complainant has a right to an Administrative Review by the Commissioner of Labor if the decision is adverse or is not made within 60 days of the filing of the complaint.

A complainant must file the request for an Administrative Review with the Director of Employment and Training, Workforce New Jersey – Careers within 10 days of receiving the adverse decision or within 15 days of the date the decision should have been made by the Local Area (LA).

A complainant has the right to request a review by the Commissioner of Labor and by the Secretary of State if the State does not render a decision within sixty (60) days of the filing of the complaint/grievance. A federal review is confined to allegations of violation of law under the WIOA.

Each request should be submitted to:

New Jersey Department of Labor and Workforce Development  
Deputy Assistant Director, Division of One Stop Programs and Services  
P.O. Box 055  
Trenton, New Jersey 08625-0055

I have read and acknowledge receipt of a copy of the above procedures.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date



**RESOLUTION AUTHORIZING CONTRACT WITH JPC GROUP, INC.  
FROM DECEMBER 22, 2016 TO DECEMBER 21, 2017 FOR  
AN AMOUNT NOT TO EXCEED \$75,000.00**

**WHEREAS**, the County of Gloucester (hereinafter "County") has the need for the supply of all labor and equipment for snow removal, and after public notice and advertising the County received seal bid responses to PD-016-068 for said services; and

**WHEREAS**, it was determined that JPC Group, Inc., with offices at 228 Blackwood-Barnsboro Road, Blackwood, NJ 08012, was the lowest responsive and responsible bidder to perform said services for a period of one (1) year for an amount not to exceed \$75,000.00; and

**WHEREAS**, the contract is open ended, which does not obligate the County to make any purchase, so that 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 a contract for the supply of all labor and equipment for snow removal, specifically set forth pursuant to bid specification PD-016-068, is hereby awarded to JPC Group, Inc., from December 22, 2016 to December 21, 2017 for an amount not to exceed \$75,000.00; and, that the Director of the Board is hereby authorized to execute and the Clerk attest to the execution of the contract on behalf of the County of Gloucester; and

**BE IT FURTHER RESOLVED** that before any purchase be made pursuant to the within awards, 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, December 21, 2016 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
JPC GROUP, INC.**

**THIS CONTRACT** is made effective the 22<sup>nd</sup> day of **December, 2016**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 S. Broad Street, Woodbury, NJ 08096, hereinafter referred to as "**County**", and **JPC GROUP, INC.**, of 228 Blackwood-Barnsboro Road, Blackwood, NJ 08012, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for the supply of all labor and equipment for the removal of snow as set forth in **PD-016-068**; and

**WHEREAS**, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

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

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

**TERMS OF AGREEMENT**

1. **TERM**. This Contract shall be effective for a period of one (1) year from December 22, 2016 to December 21, 2017.
2. **COMPENSATION**. Contractor shall be compensated for estimated units of service in an amount not to exceed \$75,000.00 as per PD-016-068 issued by the County (hereinafter the "specifications"), and the unit prices set out in the Contractor's bid.

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.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Contractor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever. Continuation of the contact beyond the first three (3) months of 2017 is conditioned upon approval of the 2017 Gloucester County Budget.

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in specifications identified as **PD-016-068**, which are incorporated herein and made a part hereof by reference. Contractor agrees that it shall comply with all of the requirements of the bid documents throughout this contract. Should a conflict occur between this form of contract and the bid documents, the bid documents shall prevail.

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

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

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

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

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

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

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications 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, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

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

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

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

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

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

11. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such

expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

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

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

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

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

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

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

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

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

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

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

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

23. **CONTRACT PARTS.** Attached hereto and incorporated herein may be various appendices, schedules and attachments (collectively, "the attachments") which provide details of the contractor'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 made effective the date and year herein above written.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

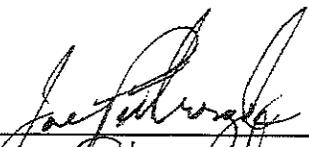
**ATTEST:**

**JPC GROUP, INC.**

\_\_\_\_\_  
**JOSEPH PETRONGOLO, PRESIDENT**



SIGNATURE PAGE

SIGNED: 

COMPANY: JPC Group Inc.

NAME: Joe Petronzo  
(PRINTED OR TYPED)

ADDRESS: 425 Blackwood-Burnsboro Rd  
Blackwood, NJ 08012

TITLE: Pres.

TELE #: 856-232-0400

DATE: 12/13/14

FAX #: 856-232-1743

<p>PD 016-068                  Bid Opening 12/13/2016 10:00am                  SPECIFICATIONS AND PROPOSAL FORM                  FOR THE SUPPLYING OF ALL LABOR AND                  EQUIPMENT FOR SNOW REMOVAL FOR                  THE COUNTY OF GLOUCESTER</p>				
	<p><b>VENDOR:</b>                  Meri's Construction &amp; Rental, Inc.                  849 Clayton Road                  Williamsstown, NJ 08094                  856-629-2408                  856-629-8136 - Fax                  Anthony L. Neri, President</p>	<p><b>VENDOR:</b>                  JPC Group, Inc.                  228 Blackwood-Barnsboro Road                  Blackwood, NJ 08012                  Joseph Petrongolo, President                  856-232-0400                  856-232-1243 - Fax</p>	<p><b>VENDOR:</b>                  South State, Inc.                  P.O. Box 68                  Bridgeton, NJ 08302                  Chester J. Ottinger, Jr., President                  856-451-5300                  856-455-3461</p>	
<b>ITEM DESCRIPTION</b>				
1.	<p>Front End Loader, 3 cubic yard bucket or larger.                  Bidder to bid price per one loader with operator                  per hour. Bidder shall be able to provide up to 4                  loaders with operators upon request per event.                  State Price per Loader with Operator per Hour</p>	\$288.00	\$395.00	\$350.00
2.	<p>Tri-Axle Truck with a 10' to 12' plow and tailgate                  spreader unit. Bidder to bid price per one truck                  with driver per hour. Bidder shall be able to                  provide up to 12 trucks with operators upon                  request per event.                  State Price per Truck with Driver per Hour</p>	\$396.00	\$365.00	N/A
3.	<p>F250 4x4 Pickup with 8' plow or equivalent with                  Foreman. Bidder to bid price per one pickup with                  foreman per hour. Bidder shall be able to provide                  up to 1 pickup with foreman upon request per                  event.                  State Price per Pickup with Foreman per Hour</p>	\$169.00	\$285.00	N/A
	Variations: (if any)	NONE	1.5 to 2.5 CY Loaders - \$295.00/hour	SSI does not own plows for Tri-Axle trucks or F250 4x4 trucks. Cannot quote them.
	Will you extend your prices to local government entities within the County	YES	YES	YES
	Bid specifications sent to:	Construction Journal Visual Tech	Prime Vendor Deltak	Bidnet
	THIS IS A ONE (1) YEAR CONTRACT.			
	Based upon the bids received, I recommend JPC Group, Inc., be awarded the contract as the lowest responsive, responsible bidder for services to be used.			
			Sincerely,	
			Kimberly Larter	
			Purchasing	

**RESOLUTION AWARDING A CONTRACT TO T&M ASSOCIATES FROM  
DECEMBER 22, 2016 TO DECEMBER 21, 2017 FOR \$172,599.70**

**WHEREAS**, the County of Gloucester (hereinafter the "County") has the need for construction management and inspection services for roundabout construction at High Hill Road, Bridgeport Avenue and Auburn Road in the Township of Woolwich and the Borough of Swedesboro, Engineering Project #17-01 (hereinafter the "Project"); and

**WHEREAS**, the County requested proposals via RFP-016-047 from interested providers, and evaluated those proposals consistent with the County's fair and open procurement process and with applicable law and regulations; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that T&M Associates of 1256 North Church Street, Moorestown, NJ 08057, made the most advantageous proposal and was qualified to provide said services for a total contract amount of \$172,599.70; and

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

**WHEREAS**, the Treasurer for the County has certified the availability of funds for this contract in the amount of \$172,599.70, pursuant to CAF #16-11191, which amount shall be charged against budget line item C-04-15-013-165-13237.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to, a contract with T&M Associates for construction management and inspection services for the Project referenced herein above, and set forth in RFP-016-047, subject to all conditions and requirements of the specifications for the Project, for a total contract amount of \$172,599.70 and contingent upon approval by the New Jersey Department of Transportation; 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.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 21, 2016, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

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

**CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
T&M ASSOCIATES**

**THIS CONTRACT** is made this 22<sup>nd</sup> day of **December, 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 **T&M ASSOCIATES**, a New Jersey Corporation with offices at 1256 North Church Street, Moorestown, NJ 08057, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need by the County to contract for professional engineering services for construction management and inspection services for roundabout construction at high Hill Road, Bridgeport Avenue and Auburn Road in the Township of Woolwich and the Borough of Swedesboro, as per **RFP-016-047**, Engineering Project #17-01; and

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

**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

**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 OF SERVICES**. This contract shall be effective for a period of one (1) year from December 22, 2016 to December 21, 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 November 2, 2016 which was submitted in response to the County's Request for Proposal, **RFP-016-047**. The Proposal is incorporated into and made part of this Contract by reference. Contractor shall be paid the total amount of **\$172,599.70**

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

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

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

**3. DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in **RFP-016-047**, 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-016-047**.

**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 license 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 license or certification 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 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-016-047** issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract and **RFP-016-047**, this Contract shall prevail. Should there occur a conflict between this Contract or **RFP 16-047**, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is dated this **22d** day of **December, 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.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**T&M ASSOCIATES**

\_\_\_\_\_  
**By:** \_\_\_\_\_ *(print)*  
**Title:**



YOUR GOALS. OUR MISSION.

GLOU 16014

November 2, 2016

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

RE: PROPOSAL FOR CONSTRUCTION MANAGEMENT & INSPECTION SERVICES  
FOR ROUNDABOUT CONSTRUCTION AT HIGH HILL ROAD (CR662) /  
BRIDGEPORT AVENUE (CR551) AND AUBURN ROAD  
IN WOOLWICH TOWNSHIP AND BOROUGH OF SWEDESBORO  
RFP #16-047

Dear Mr. Mercanti,

T&M Associates (T&M) is pleased to respond to your Request for Proposal for Construction Management and Inspection Services for the Roundabout Construction at High Hill Road (CR662) / Bridgeport Avenue (CR551) and Auburn Road in the Township of Woolwich and the Borough of Swedesboro. We have included six (6) signed (1 original + 5) copies of our proposal.

T&M has sufficient staff and is interested, available and qualified to provide the construction management and inspection services required by Gloucester County.

We have visited the site, reviewed the construction plans and reviewed the scope of work as outlined in the Request for Proposal and believe that we can meet and exceed the County's expectations in providing the required construction management and inspection services.

We are experienced in successfully working on Federal and NJ State Aid roadway improvement projects that include concrete work, traffic signals, mill and overlay, and full depth reconstruction. Our inspectors are experienced and trained in verifying that constructed handicap ramps and sidewalks are in compliance with current ADA and NJDOT standards. Our team is equipped with smart levels and has received training to assure adherence with current standards. We understand the importance of this issue and the potential financial impacts with noncompliance. We also understand the importance of documentation and the need to be in compliance with Federal and NJDOT policies and procurement procedures.

We thank you for the opportunity to submit our proposal and look forward to working with Gloucester County on this construction project. Please do not hesitate to contact us if you have any questions. We can be reached in our Moorestown office at 856.722.6700.

Very truly yours,

Edwin J. Steck, PE, CME  
Senior Vice-President



**COMPENSATION PROPOSAL**

**MAN-HOUR BREAKDOWN**

The following fees is a breakdown for the scope of work described in the RFP for Construction Management & Inspection Services for Roundabout Construction at High Hill Road (CR662) / Bridgeport Avenue and Auburn Road (CR551) in the Township of Woolwich and Borough of Swedesboro, Gloucester County, NJ.

Invoices for our services will be submitted to you monthly and will show the percentage of our fee being billed for the month, based on the percentage of our work completed. Our invoices will also show a summary of the contract value, completion percentage, amount previously billed, and contract value remaining.

	T&M LABOR				
	Principal	Project Manager	Resident Engineer	Lead Inspector	T&M Direct Labor
<b>TASK 1 PRE-CONSTRUCTION MEETING</b>					
Subtotal Hours	2	8	8		18
Subtotal Cost	\$130.00	\$508.56	\$371.52	\$0.00	\$1,010.08
<b>TASK 2 SUBMITTALS REVIEW</b>					
Subtotal Hours		36			36
Subtotal Cost	\$0.00	\$2,288.52	\$0.00	\$0.00	\$2,288.52
<b>TASK 3 PAYMENT APPLICATIONS</b>					
Subtotal Hours		64			64
Subtotal Cost	\$0.00	\$4,088.48	\$0.00	\$0.00	\$4,088.48
<b>TASK 4 CONSTRUCTION OBSERVATIONS &amp; COORDINATION OF UTILITIES RELOCATIONS</b>					
Subtotal Hours		24	520	520	1064
Subtotal Cost	\$0.00	\$1,525.68	\$24,148.80	\$19,760.00	\$45,434.48
<b>TASK 5 REVIEW CHANGE ORDERS &amp; CLAIMS</b>					
Subtotal Hours		24			24
Subtotal Cost	\$0.00	\$1,525.68	\$0.00	\$0.00	\$1,525.68
<b>TASK 6 AS-BUILT, RECORD DRAWINGS</b>					
Subtotal Hours		8	16		24
Subtotal Cost	\$0.00	\$508.56	\$743.04	\$0.00	\$1,251.60
<b>TASK 7 CLOSE-OUT &amp; CERTIFICATIONS</b>					
Subtotal Hours	2	36			38
Subtotal Cost	\$130.00	\$2,288.52	\$0.00	\$0.00	\$2,418.52
<b>TOTAL MAN HOURS</b>	<b>4</b>	<b>200</b>	<b>544</b>	<b>520</b>	<b>1268</b>
<b>DIRECT LABOR RATES</b>	<b>\$65.00</b>	<b>\$63.57</b>	<b>\$46.44</b>	<b>\$38.00</b>	
<b>TOTAL LABOR COST</b>	<b>\$260.00</b>	<b>\$12,714.00</b>	<b>\$25,263.36</b>	<b>\$19,760.00</b>	<b>\$57,997.36</b>
<b>TOTAL DIRECT LABOR</b>		<b>\$57,997.36</b>			
<b>GENERAL ADMIN OVERHEAD 169.931%</b>		<b>\$98,555.49</b>			
<b>SUBTOTAL</b>		<b>\$156,552.85</b>			
<b>Fixed Fee 10%</b>		<b>\$15,655.29</b>			
<b>NON-HOURLY COSTS</b>		<b>\$500.00</b>			
<b>GRAND TOTAL</b>		<b>\$172,708.14</b>			

**NOTES:**

- Expected Reimbursable Items - Photo copies and prints - \$500.00
- Multiplier for Overhead - 169.931% (This includes employee Benefits, General & Administrative Overhead)
- Profit and expenses are not included in fix fee.
- Number of hours and wage rate by classification - See chart
- Total not-to-exceed ceiling amount of the project - See Chart

**GLOUCESTER COUNTY**  
**CONSTRUCTION MANAGEMENT & INSPECTION SERVICES**  
**FOR ROUNDABOUT CONSTRUCTION AT HIGH HILL ROAD (CR662)/**  
**BRIDGEPORT AVENUE AND AUBURN ROAD (CR551)**



2017 SCHEDULE OF HOURLY BILLING RATES

Billing Title	Billing Rate/Hour
Junior Technical Staff Administrative Support Staff	\$87.00
Field Staff Professional Entry Level	\$104.00
Technical Staff Junior Professional Staff	\$147.00
Professional Staff Senior Technical and Field Staff	\$159.00
Senior Professional Staff Supervising Technical Staff	\$170.00
Supervising Professional Staff	\$186.00
Principal Division Manager Corporate Manager	\$193.00
Billing Basis: Fixed Rate for Each Billing Title	

M-2017

T&M occasionally uses part-time and temporary staff to meet peak workload demands, and these staff will be billed in accordance with the rate schedule above.

2017 SCHEDULE OF MISCELLANEOUS CHARGES

(Effective January 1, 2017)

**Contracted Services** | Including subconsultants, contracted labor, subprofessionals, and subcontractors cost.....Cost + 15%

**Direct Expenses** | Disbursements to agencies, vendors and suppliers including interstate transportation; permit, application, review and similar fees; printing, plotting, reproduction, binding and other graphic services; outside computer services; title, research and data services; messenger and express services; project field office expense; telegrams and out-of-state telephone cost.....Invoice Cost

**Other Charges** | Mileage .....Commensurate with IRS Guidelines

GLOUCESTER COUNTY  
CONSTRUCTION MANAGEMENT & INSPECTION SERVICES  
FOR ROUNDABOUT CONSTRUCTION AT HIGH HILL ROAD (CR662)/  
BRIDGEPORT AVENUE AND AUBURN ROAD (CR551)

**County of Gloucester Purchasing Department**

PO Box 337, Woodbury, NJ 08096  
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF  
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

**NO.** 16-11191

ORDER DATE: 12/16/16  
REQUISITION NO: R6-11525  
DELIVERY DATE:  
STATE CONTRACT: RFP-16-047  
ACCOUNT NUM:

Pg 1

**S  
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P  
T  
O**  
Gloucester Co. Engineering Div  
1200 N Delsea Dr, Bldg A, Suite 3  
Clayton, NJ 08312-1000  
856-307-6600

**V  
E  
N  
D  
O  
R**  
T&M ASSOCIATES  
1256 N. CHURCH ST  
SUITE 3  
MOORESTOWN, NJ 08057  
VENDOR #: TMASS010

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00/DL	RFP-16-047 Construction Management & Inspection Services for "Roundabout Construction at High Hill Road (County Route 662)/ Bridgeport Avenue and Auburn Road (County Route 551) in the Township of Woolwich & the Borough of Swedesboro, Gloucester County, Federal Project No. HSP-COOS(901)," as per RFP-16-047 from December 22, 2016-December 21, 2107. Engineering Project #14-02	C-04-15-013-165-13237 Intersect CR662 & CR551 Roundabout (SA)	172,708.1400	172,708.14
	Passed by Resolution: December 21, 2016		TOTAL	172,708.14

**CLAIMANT'S CERTIFICATION & DECLARATION**

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

**RECEIVER'S CERTIFICATION**

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPARTMENT HEAD DATE

**APPROVAL TO PURCHASE**

**DO NOT ACCEPT THIS ORDER  
UNLESS IT IS SIGNED BELOW**

TREASURER / CFO

PURCHASING DIRECTOR

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**

**RESOLUTION AWARDING A CONTRACT TO CHURCHILL CONSULTING ENGINEERS FROM DECEMBER 22, 2016 TO DECEMBER 21, 2017 FOR \$68,236.71**

**WHEREAS**, the County of Gloucester (hereinafter the "County") has the need for construction management and inspection services for proposed guiderail improvements at ten (10) locations throughout Gloucester County (hereinafter the "Project"); and

**WHEREAS**, the County requested proposals via RFP-016-048 from interested providers, and evaluated those proposals consistent with the County's fair and open procurement process and with applicable law and regulations; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that Churchill Consulting Engineers of 344 North Route 73, Berlin, NJ 08009, made the most advantageous proposal and was qualified to provide said services for a total contract amount of \$68,236.71; and

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

**WHEREAS**, the Treasurer for the County has certified the availability of funds for this contract in the amount of \$68,236.71, pursuant to CAF #16-11190, which amount shall be charged against budget line item C-04-15-014-165-14202.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to, a contract with Churchill Consulting Engineers for construction management and inspection services for the Project referenced herein above, and set forth in RFP-016-048, subject to all conditions and requirements of the specifications for the Project, for a total contract amount of \$68,236.71 per the prices submitted in the proposal dated October 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.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 21, 2016, at Woodbury, New Jersey.

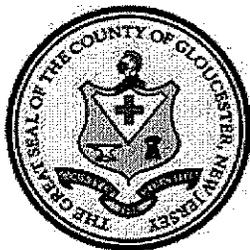


**COUNTY OF GLOUCESTER**

**ATTEST:**

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

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



County of Gloucester

***RESOLUTION AUTHORIZING A CONTRACT WITH CHURCHILL  
CONSULTING ENGINEERS FROM DECEMBER 7, 2016 TO  
DECEMBER 6, 2017 FOR \$68,236.71***

**CERTIFICATION**

I, **CHAD M. BRUNER**, Clerk of the Board of Chosen Freeholders of the County of Gloucester do hereby certify that: (1) this is a true copy of the above-titled Resolution finally adopted at a meeting of the Board of Chosen Freeholders held on the 21<sup>st</sup> day of **December, 2016**, and duly recorded in my office; (2) that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and (3) that I am duly authorized to execute this certificate.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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**CHAD M. BRUNER,**  
**CLERK OF THE BOARD**  
County of Gloucester

**CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
CHURCHILL CONSULTING ENGINEERS**

**THIS CONTRACT** is made this 22<sup>nd</sup> day of **December, 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 **CHURCHILL CONSULTING ENGINEERS**, a New Jersey Corporation with offices at 344 North Route 73, Berlin, NJ 08009, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need by the County to contract for professional engineering services for construction management and inspection services for proposed guiderail improvements at ten (10) locations throughout Gloucester County, as per **RFP-016-048**; and

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

**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

**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 OF SERVICES.** This contract shall be effective for a period of one (1) year from December 22, 2016 to December 21, 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 November 2, 2016 which was submitted in response to the County's Request for Proposal, **RFP-016-048**. The Proposal is incorporated into and made part of this Contract by reference. Contractor shall be paid the total amount of **\$68,236.71**.

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

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

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

---

**3. DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in **RFP-016-048**, 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-016-048**.

**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

license 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 license or certification 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 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.

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**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-016-048** issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract and **RFP-016-048**, this Contract shall prevail. Should there occur a conflict between this Contract or **RFP 16-048**, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is dated this **22d** day of **December, 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.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**CHURCHILL CONSULTING ENGINEERS**

\_\_\_\_\_  
**By:** \_\_\_\_\_ *(print)*  
**Title:**



# CHURCHILL

Churchill Consulting Engineers  
344 North Route 73, Suite A, Berlin, NJ 08009  
Phone 856-767-6901 Ext. 26 Fax 856-767-0272  
E-mail [jkeil@churchillengineers.com](mailto:jkeil@churchillengineers.com)

October 31, 2016

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

Attention: Mr. Pete Mercanti, Director

Re: RFP # 16-048 Construction Management & Inspection  
Services for the construction of Proposed Guiderail  
Improvements at Ten (10) Locations Throughout  
Gloucester County.  
Due: November 3, 2016 @ 10:00 A.M.  
Our File No.: P16118

Dear Mr. Mercanti:

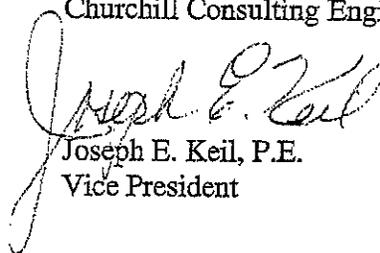
For your review and consideration, Churchill Consulting Engineers is pleased to submit an original and five (5) copies of our Technical and Cost Proposals for Construction Management & Inspection Services for the construction of Proposed Guiderail Improvements at Ten (10) Locations Throughout Gloucester County.

We look forward to working with Gloucester County on this important Construction and Inspection Project.

If you should have any questions or require any additional information, please feel free to contact our office.

Very truly yours,

Churchill Consulting Engineers



Joseph E. Keil, P.E.  
Vice President

JEK:kk  
Enclosures



# Cost Proposal

INSPECTION TASKS	NUMBER OF MANHOURS REQUIRED						Total Hours
	Project Manager	Project Engineer	Resident Engineer/Inspector	Draftsperson	Clerical		
Meetings, Mobil, Project Management	4	8	40		4		56
Shop Drawing	2	6	12				20
Guidesrail Design Support/ Utility Coordination	2	16	16				34
Construction Inspection	4	12	400		4		420
Punchlist	2	4	12		2		20
Project Closeout	4	8	40	20	4		76
<b>Total Hours</b>	<b>18</b>	<b>54</b>	<b>520</b>	<b>20</b>	<b>14</b>		<b>626</b>
<b>Rate/Hour</b>	<b>\$82.00</b>	<b>\$53.00</b>	<b>\$52.00</b>	<b>\$29.50</b>	<b>\$22.00</b>		
<b>Total Salaries</b>	<b>\$1,476.00</b>	<b>\$2,862.00</b>	<b>\$27,040.00</b>	<b>\$590.00</b>	<b>\$308.00</b>		<b>\$32,276.00</b>

**Total Engineering Salaries**

Total Salaries \$32,276.00  
 Overhead @ 90.49% \$29,206.55  
 Fixed Fee @ 16 % \$5,164.16  
 Premium Time (40 hours for RE) \$1,040.00  
**Total Salaries and Overhead Cost \$67,686.71**

**Reimbursable Expenses**

Mileage 1000 miles @ \$0.550/mile \$550.00  
**Total Expenses Cost \$550.00**

**SUBTOTAL \$68,236.71**

Note : This Fee Estimate is based upon a construction duration of 2 months  
 Also assumes 4 hours overtime / week for the RE for 10 weeks

Gloucester County  
 RFP # 16-048

Construction Management & Inspection Services  
 for Proposed Guidesrail Improvements at 10 Locations

**County of Gloucester Purchasing Department**

PO Box 337, Woodbury, NJ 08096  
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF  
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

**NO.** 16-11190

ORDER DATE: 12/16/16  
REQUISITION NO: R6-11528  
DELIVERY DATE: 12/16/16  
STATE CONTRACT: RFP-16-047  
ACCOUNT NUM:

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Gloucester Co. Engineering Div  
1200 N Delsea Dr, Bldg A, Suite 3  
Clayton, NJ 08312-1000  
856-307-6600

VENDOR #: CHURC010

CHURCHILL CONSULTING ENG. PC  
344 N. ROUTE 73  
SUITE A  
BERLIN, NJ 08009

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00/DL	RFP-16-047 Construction Management & Inspection Services for "Guide Rail Installation at Ten (10) Locations throughout Gloucester County (Federal Construction Project from 08-19FA)," as per RFP-16-048 from December 22, 2016-December 21, 2107. Engineering Project 15-01  Passed by Resolution: December 21, 2016	C-04-15-014-165-14202 Misc Guide Rail Improvements (FA)	68,236.7100	68,236.71
			TOTAL	68,236.71

**CLAIMANT'S CERTIFICATION & DECLARATION**

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

**RECEIVER'S CERTIFICATION**

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPARTMENT HEAD DATE

**APPROVAL TO PURCHASE**

**DO NOT ACCEPT THIS ORDER  
UNLESS IT IS SIGNED BELOW**

TREASURER / CFO  
*[Signature]*  
PURCHASING DIRECTOR

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**

**RESOLUTION AUTHORIZING MEMORANDUMS OF UNDERSTANDING  
WITH GLOUCESTER COUNTY HOUSING AUTHORITY AND  
HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO FROM  
DECEMBER 31, 2016 TO DECEMBER 30, 2017**

**WHEREAS**, the County of Gloucester, through its Department of Health & Human Services (hereinafter "**County**"), has a need from time to time to refer clients for services which it does not offer and are not available through it, to the Gloucester County Housing Authority and the Housing Authority of the Borough of Glassboro (hereinafter "**Housing Authorities**") to assure vital and necessary service supports are accessed; and

**WHEREAS**, the Housing Authorities have a similar need from time to time to refer clients for services which it does not offer and are not available through it; and

**WHEREAS**, the County and the Housing Authorities wish to mutually cooperate regarding the provision of necessary services to, and for clients who meet any eligibility requirements promulgated by the other; and

**WHEREAS**, such cooperation would entail the County and the Housing Authorities offering to their respective Clients the other as a referral option for programs and services for which they may be eligible, and to provide/share/exchange information to assist Clients respectively; and

**WHEREAS**, it would be to the benefit of all Clients for the County to enter into a Memorandum of Understanding with the Housing Authorities to set forth the terms and conditions of such referral option and mutual exchange of services and information, for a one-year period from December 31, 2016 to December 30, 2017.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Memorandum of Understanding(s) annexed hereto between the County of Gloucester and the Gloucester County Housing Authority, and the Housing Authority of the Borough of Glassboro, are hereby authorized; and, that the Freeholder Director is hereby authorized to execute, and the Clerk of the Board is authorized to attest to, said documents to effectuate the purposes set forth therein from December 31, 2016 to December 30, 2017.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 21, 2016 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** shall memorialize certain understandings by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with administrative offices located at 2 South Broad Street, Woodbury, NJ 08096 (hereinafter the "**County**"), and **Gloucester County Housing Authority**, an Authority in the County of Gloucester with offices located at 100 Pop Moylan Blvd. Deptford, NJ 08096 (hereinafter "**Authority**").

**WHEREAS**, the County's Department of Health & Human Services encompasses the Division of Senior Services, the Division of Social Services, the Division of Health Services, and the Division of Human & Disability Services (hereinafter "the Divisions"); and

**WHEREAS**, the Divisions have a need from time to time to refer residents of the County (hereinafter "Client(s)") for services which are not offered by, or available from the Divisions; and

**WHEREAS**, the Divisions have a need from time to time to provide/share/exchange information pertaining to Clients housed at the Authority to assure vital and necessary support services offered directly by the Divisions are accessed; and

**WHEREAS**, the Authority has a need from time to time to refer Clients for services which it does not offer and are not available through it; and

**WHEREAS**, the County, through the Divisions, desires to mutually cooperate with the Authority regarding vital information exchange for the provision of necessary services to and for Clients who meet any eligibility requirements promulgated by the other; and

**WHEREAS**, such cooperation would entail the Divisions and the Authority offering to their respective Clients the other as a referral option for programs and services for which they may be eligible, and additionally sharing and exchanging information to assist Clients respectively; and

**WHEREAS**, the County shall be responsible for, shall keep, save and hold the Authority harmless from, and shall indemnify and shall defend the Authority against, any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees, members, participants, guests, and invitees of the County, or to any other persons, or from any damage to any property sustained in connection with this Memorandum.

**WHEREAS**, the Authority shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify and shall defend the County against, any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees, members, participants, guests, and invitees of the Authority, or to any other persons, or from any damage to any property sustained in connection with this Memorandum.

**NOW, THEREFORE**, the County of Gloucester and the Gloucester County Housing Authority understand and agree as follows:

1. That each are currently adhering to, and will continue to adhere to, all applicable Federal and State statutes, laws, regulations, rules, codes or standards regarding and relating to confidentiality
-

and maintenance of Client records. If either party should cease to continue such adherence, it shall immediately notify the other of this in writing.

2. That each will present to their Clients, as a referral option for programs and services, the other, when either does not offer programs or services that may be appropriate for the Client.

3. That each will accept referrals that meet all applicable eligibility requirements.

4. That each will make available to referred Clients those programs and services for which they may be eligible, as determined by the eligibility requirements and standards set by each.

5. That each entity will coordinate efforts in partnership with one another to assist a Client in need; interacting and responding as necessary and sharing pertinent Client information and programmatic status as necessary in order to address immediate needs.

6. That each will notify the other periodically of the programs, services, presentations, conferences, health fairs, or the like, that the other may be offering.

7. That each will make efforts to attend and participate in, if determined to be feasible, such programs, services, presentations, conferences, health fairs, or the like, that the other may be offering from time to time.

8. The purpose this Memorandum is solely to express the general understandings of the parties, and is not intended to be legally binding upon either party. This Memorandum shall not impose any legal, financial or other obligation on either party hereto.

9. This Memorandum will remain in effect for one (1) year with the understanding that either party may terminate the understandings as set forth in this Memorandum by providing thirty (30) days written notice to the other, said written notice to be provided to the County Administrator and the Executive Director of the Authority unless mutually agreed upon by both parties.

**THIS Memorandum of Understanding is effective as of the 21<sup>st</sup> day of December, 2016.**

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**CHAD M. BRUNER**  
Administrator/Clerk of the Board

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

**ATTEST:**

**GLOUCESTER COUNTY HOUSING AUTHORITY**

\_\_\_\_\_  
**KIMBERLY GOBER, Secretary**

\_\_\_\_\_  
**WILLIAM W. BAIN, JR., CHAIRMAN**

## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** shall memorialize certain understandings by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with administrative offices located at 2 South Broad Street, Woodbury, NJ 08096 (hereinafter the "**County**"), and the **Housing Authority of the Borough of Glassboro**, an autonomous entity of the Borough of Glassboro with offices located at 181 Delsea Manor Drive, Glassboro, NJ 08028 (hereinafter "**GHA**").

**WHEREAS**, the County's Department of Health & Human Services encompasses the Division of Senior Services, the Division of Social Services, the Division of Health Services, and the Division of Human & Disability Services (hereinafter "the Divisions"); and

**WHEREAS**, the Divisions have a need from time to time to refer residents of the County (hereinafter "Clients") for services which are not offered by, or available from the Divisions; and

**WHEREAS**, the Divisions have a need from time to time to provide/share/exchange information pertaining to Clients housed at the GHA to assure vital and necessary service supports offered directly by the Divisions are accessed; and

**WHEREAS**, the GHA has a need from time to time to refer Clients for services which it does not offer and are not available through it; and

**WHEREAS**, the County, through the Divisions, desires to mutually cooperate with the GHA regarding the exchange of vital information for the provision of necessary services to, and for Clients who meet any eligibility requirements promulgated by the other; and

**WHEREAS**, such cooperation would entail the Divisions and the GHA offering to their respective Clients the other as a referral option for programs and services for which they may be eligible, and additionally sharing and exchanging information to assist Clients respectively; and

**WHEREAS**, the County shall be responsible for, shall keep, save and hold the GHA harmless from, and shall indemnify and shall defend the GHA against, any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees, members, participants, guests, and invitees of the County, or to any other persons, or from any damage to any property sustained in connection with this Memorandum; and

**WHEREAS**, the GHA shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify and shall defend the County against, any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees, members, participants, guests, and invitees of the GHA, or to any other persons, or from any damage to any property sustained in connection with this Memorandum; and

**NOW, THEREFORE**, the County of Gloucester and the Housing Authority of the Borough of Glassboro understand and agree as follows:

1. That each are currently adhering to, and will continue to adhere to, all applicable Federal and State statues, laws, regulations, rules, codes or standards regarding and relating to confidentiality and maintenance of Client records. If either party should cease to continue such adherence, it shall immediately notify the other of this in writing.

2. That each will present to their Clients, as a referral option for programs and services, the other, when either does not offer programs or services that may be appropriate for the Client.

3. That each will accept referrals that meet all applicable eligibility requirements.

4. That each will make available to referred Clients those programs and services for which they may be eligible, as determined by the eligibility requirements and standards set by each.

5. That each entity will coordinate efforts in partnership with one another to assist a Client in need; interacting and responding as necessary and sharing pertinent Client information and programmatic status as necessary in order to address immediate needs.

6. That each will notify the other periodically of the programs, services, presentations, conferences, health fairs, or the like, that the other may be offering.

7. That each will make efforts to attend and participate in, if determined to be feasible, such programs, services, presentations, conferences, health fairs, or the like, that the other may be offering from time to time.

8. The purpose this Memorandum is solely to express the general understandings of the parties, and is not intended to be legally binding upon either party. This Memorandum shall not impose any legal, financial or other obligation on either party hereto.

9. This Memorandum will remain in effect for one (1) year with the understanding that either party may terminate the understandings as set forth in this Memorandum by providing thirty (30) days written notice to the other, said written notice to be provided to the County Administrator and the Executive Director of the GHA, unless mutually agreed upon by all parties.

**THIS Memorandum of Understanding is effective as of the 21<sup>st</sup> day of December, 2016.**

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**CHAD M. BRUNER**  
Administrator/Clerk of the Board

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

**ATTEST:**

**HOUSING AUTHORITY OF THE  
BOROUGH OF GLASSBORO**

\_\_\_\_\_  
**KIMBERLY GOBER**  
Secretary/Executive Director

\_\_\_\_\_  
**SALVATORE FOGARINO, CHAIRMAN**

G-2

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT WITH CENTER FOR FAMILY SERVICES TO DECREASE THE CONTRACT AMOUNT BY \$800.00, RESULTING IN TOTAL CONTRACT AMOUNT OF \$109,050.00, FROM FEBRUARY 1, 2016 TO JANUARY 31, 2017**

**WHEREAS**, the County of Gloucester awarded a contract on February 4, 2015 , per RFP#015-007 to Center for Family Services for an amount not to exceed \$108,600.00 per year, from February 1, 2105 to January 31, 2019 to provide appropriate mentoring/coaching to youth needing to remain in compliance with the conditions of their probation; and

**WHEREAS**, the County of Gloucester on July 6, 2016 authorized an Amendment to increase the contract amount by \$1,250.00, for an amount not to exceed \$109,850.00; and

**WHEREAS**, the Center for Family Services with offices at 584 Benson Street, Camden, New Jersey 08103, has agreed to release funding in the amount \$800.00, resulting in an amount not to exceed \$109,050.00; and

**WHEREAS**, all other terms and provisions of the original contract that have not been amended herein remain in full force and effect.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the amendment with the Center for Family Services to reduce the contract amount by \$800.00, resulting in a contract amount not to exceed \$109,050.00.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 21, 2016, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**AMENDMENT TO LEASE AGREEMENT BETWEEN  
CENTER FOR FAMILY SERVICES AND  
COUNTY OF GLOUCESTER**

**THIS** is an amendment to a contract entered into on the 4<sup>th</sup> of February, 2015, by and between Center for Family Services and the County of Gloucester.

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

**This amendment will decrease the maximum agreement amount by \$800.00 resulting in a maximum amount not to exceed \$109,050.00.**

**Whereas, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made or services being rendered pursuant to the within agreement, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose, and identifying the line item from the County budget from which said funds will be paid.**

**All other terms and provisions of the contract** and conditions set forth therein that are consistent with the Amendment and State requirements, shall remain in full force and effect.

**THIS AMENDMENT** is effective as of the 21<sup>st</sup> day of December, 2016.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**CENTER FOR FAMILY SERVICES**

\_\_\_\_\_  
**Name:  
Title:**



PREVENTION | INTERVENTION | EDUCATION

WWW.CENTERFFS.ORG

November 29, 2016

Lisa A. Cerny  
Director of Gloucester County  
Division of Human & Disability Services  
Gloucester County Department of Health & Human Services  
Budd Boulevard Complex  
115 Budd Boulevard  
Woodbury, NJ 08096

Dear Ms. Cerny,

Enclosed please find budget mod for the CY 2016 ACE program releasing \$800 back to Gloucester County, reflecting the new budget amount of \$109,050.

If you have any questions please call me at 856-964-1990 ext 181 or email me at [salvarez@centerffs.org](mailto:salvarez@centerffs.org).

Sincerely,

  
Elixandra Alvarez  
Grants Director

Cc Eileen Henderson  
JudyAnn McCarthy



G-3

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO AGREEMENT WITH THE NEW JERSEY JUDICIARY, CUMBERLAND/GLOUCESTER/SALEM VICINAGE TO INCREASE THE AGREEMENT AMOUNT BY \$800.00, RESULTING IN TOTAL AMOUNT NOT TO EXCEED \$8,400.00**

**WHEREAS**, on January 20, 2016, the County of Gloucester entered into an Agreement with the New Jersey Judiciary, Cumberland/Gloucester/Salem Vicinage to provide probation officers to accompany youth on enrichment trips; and

**WHEREAS**, the County of Gloucester, through the Youth Services Advisory Commission, is the recipient of grant funding in the amount of \$123,663.00 to provide activities related to exposure to cultural events and programs in an effort to educate and provide meaningful activities and events for juveniles in need of supervision; and

**WHEREAS**, an amount not to exceed \$7,600.00 shall be allocated from the \$123,663.00 grant funding to pay for probation officers, from January 1, 2016 to December 31, 2018; and

**WHEREAS**, it is necessary to amend the agreement for the 2016 and 2017 years; and

**WHEREAS**, the amendment is to increase the maximum contract amount by \$800.00, resulting in a maximum contract amount not to exceed \$8,400.00, from January 1, 2016 to December 31, 2016 and January 1, 2017 to December 31, 2017.

**WHEREAS**, all other terms and provisions of the original contract that have not been amended herein remain in full force and effect.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the amendment with the New Jersey Judiciary, Cumberland/Gloucester/Salem Vicinage to increase the maximum contract amount by \$800.00, resulting in a maximum contract amount not to exceed \$8,400.00, from January 1, 2016 to December 31, 2016 and January 1, 2017 to December 31, 2017.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 21, 2016, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**AMENDMENT TO AGREEMENT BETWEEN  
THE NEW JERSEY JUDICIARY, CUMBERLAND/GLOUCESTER/  
SALEM VICINAGE AND THE  
COUNTY OF GLOUCESTER**

**THIS** is an amendment to a contract entered into on the 5<sup>th</sup> of February, 2016, by and between the New Jersey Judiciary, Cumberland/Gloucester/Salem Vicinage and the County of Gloucester.

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

**The Contract is amended for additional contract specified services to benefit Gloucester County Residents. This amendment will increase the maximum contract amount by \$800.00, resulting in a maximum contract amount of \$8,400.00, from January 1, 2016 to December 31, 2016 and January 1, 2017 to December 31, 2017. The increase of \$800.00 for the 2016 and 2017 years should be allocated specifically to the funding to pay probation offices in accordance with the services rendered as per paragraph 4 of the agreement.**

**Whereas, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made and/or services rendered pursuant to the within agreement, a Certificate of Availability shall be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient funds are available at that time for that particular purpose and identifying the line item from the County budget from which said funds will be paid.**

**All other terms and provisions of the contract** and conditions set forth therein that are consistent with the Addendum and State requirements, shall remain in full force and effect.

**THIS AMENDMENT** is effective as of the 21<sup>st</sup> day of December, 2016.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**STATE OF NEW JERSEY JUDICIARY  
Cumberland/Gloucester/Salem Vicinage**

\_\_\_\_\_  
**JASON CORTER,  
TRIAL COURT ADMINISTRATOR**

G-4

**RESOLUTION AUTHORIZING APPLICATION FOR THE “FY2017 YOUTH INCENTIVE PROGRAM GRANT” TO THE NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES, CHILDREN’S SYSTEM OF CARE, IN AN AMOUNT NOT TO EXCEED \$38,442.00**

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

**WHEREAS**, the County is eligible to receive a grant under the New Jersey Department of Children and Families, Children’s System of Care for support of the CIACC entitled “FY2017 Youth Incentive Program Grant”, for a total amount of \$38,442.00, from January 1, 2017 to December 31, 2017; and

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

**WHEREAS**, the Gloucester County Board of Chosen Freeholders acknowledges that the total amount of grant funds to be requested is for a total amount of \$38,442.00, from January 1, 2017 to December 31, 2017.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of application to the New Jersey Department of Children and Families Division of Youth and Family Services for the “FY2017 Youth Incentive Program Grant” in the amount of \$38,442.00, from January 1, 2017 to December 31, 2017; and

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

**BE IT FURTHER RESOLVED**, that the County of Gloucester will submit to the New Jersey Department of Children and Families, Children’s System of Care an application with any and all documents to effectuate the “2017 Youth Incentive Program Grant”.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 21, 2016 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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



State of New Jersey

DEPARTMENT OF CHILDREN AND FAMILIES

CHRIS CHRISTIE  
Governor

KIM GUADAGNO  
Lt. Governor

ALLISON BLAKE, PH.D., L.S.W.  
Commissioner

November 9, 2016

Rick Gaydos  
County of Gloucester  
PO Box 337, The Old Courthouse  
Woodbury, NJ 08096

**Contract Renewal**  
Contract #: 17OEHR  
Contract Term: 1/1/17-12/31/17

Dear Mr. Gaydos:

The Department of Children and Families (DCF), Division of Children's System of Care (CSOC) is pleased to inform you of its intent to renew the contract between your agency and CSOC which is due to expire on December 31, 2016. To affect this contract by January 1, 2017, kindly submit a completed renewal package to CSOC for review and approval by December 1, 2016. Please refer to the attached checklist to access the appropriate documents and/or forms associated with this renewal. Also please note that several contract documents require signatures and must be dated.

The SCY 2017 award amount is reported in the attached funding award letter. *Please carefully review this document as some program component amounts may have been adjusted.* The total dollar amount on your CSOC contract renewal must be consistent with the CSOC funding award for your agency. If you are uncertain about or have questions related to the funding award, please call your Contract Administrator. (Please see enclosed funding award with Schedule of Estimated Claims). *A detailed basis of allocation must be provided for each budgeted line item.*

Please note, this renewal package indicates Calendar Year 2017 contract funding based on your Calendar Year 2016 contract. Actual amounts for your contract are subject to change according to the funding appropriated to DCF in the State budget for FY 18.

**Annex A**

If your agency's Annex A will require extensive revision and negotiation, a revised Annex A showing the agencies proposed changes which are being made should be submitted.

**Annex B**

The Annex B on the department's website must be utilized for the contract components. During the contract negotiation phase we may require additional budgetary detail.

**Periodic Reporting**

- Reports of Expenditure (ROE) are to be submitted two times throughout the contract year. The interim ROE is due 15 days after the end of the sixth month, while the final ROE is due within 120 days of the end of the contract term. Please email scanned copies with signed cover page to the following email address:

[ChildrensSystemofCare.BusinessOffice@dcf.state.nj.us](mailto:ChildrensSystemofCare.BusinessOffice@dcf.state.nj.us)

- Any required periodic reports shall be emailed directly to your CSOC Service Line Manager at the following address:

[Peter.Mancusi@dcf.state.nj.us](mailto:Peter.Mancusi@dcf.state.nj.us)

**Beginning this renewal cycle, we will ONLY be accepting documents electronically. Please do not send any documents via regular mail.** The attached checklist contains clickable links, which will connect you to the exact location of each required checklist item. Once completed, documents may be scanned in PDF format to transmit through our email system. The maximum email size currently accepted by our servers is 10MB. If your attachments make your email larger than this, please make sure to send them in separate emails to avoid confusion.

All contract documents are to be submitted to both of the following email addresses:

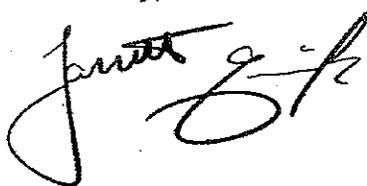
[Jarrett.Quick@dcf.state.nj.us](mailto:Jarrett.Quick@dcf.state.nj.us)

[ChildrensSystemofCare.BusinessOffice@dcf.state.nj.us](mailto:ChildrensSystemofCare.BusinessOffice@dcf.state.nj.us)

Any questions regarding this communication may be directed to me at 609-888-7351 or by email: [jarrett.quick@dcf.state.nj.us](mailto:jarrett.quick@dcf.state.nj.us).

Thank you for your continued commitment to the children and families of New Jersey.

Sincerely,



Jarrett Quick  
Contract Administrator

STATE OF NJ DIVISION OF CHILDREN'S SYSTEM OF CARE  
 FUNDING AWARD FOR STATE CALENDAR YEAR 2017  
 CONTRACT ACTION: **CONTRACT RENEWAL**  
 Action Date: 11/9/16

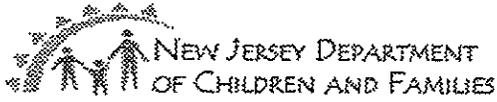
AGENCY: <b>County of Gloucester</b>	
CONTRACT NUMBER:	<b>17OEHR</b>
CONTRACT PROGRAMS:	YIP1:
CSOC CONTRACT AMOUNT FOR SCY 201	<b>\$38,442</b>
CONTRACT TERM	<b>1/1/17-12/31/17</b>
EFFECTIVE DATE:	<b>1/1/2017</b>

**STATE APPROPRIATIONS**

	SCY 2016	SCY 2017
YIP1:	\$38,442	\$38,442
TOTAL PROGRAMS:	\$38,442	\$38,442

SCY 2017 AWARD CONTRACT AMOUNT:	\$38,442
---------------------------------	----------

Note: Contract transitioned from DCP&P to CSOC on 1/1/14



Schedule of Estimated Claims

Third Party Contract Summary Report - Page 1 of 2

Provider County of Gloucester  
 Division CSOC  
 Contract 17OEHR  
 Dates 1/1/2017 to 12/31/2017

Contract Characteristics

Reporting Requirements

- None
- Monthly
- Quarterly
- Other

Advance Payments

- None
- Monthly

Type of Contract

- Cost Related
- Non-Cost Related

Reimbursement Type

- Periodic Reported Expenditures
- Installments
- Provisional
- Fixed Rate

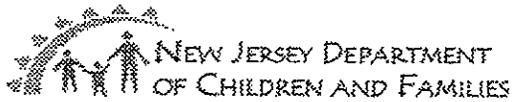
Account and CFDA Information		Amt
1620-013 (Non-CFDA Acct)		\$38,442.00
Grand Total		\$38,442.00

Authorized Provider Signature

Date

Contract Supervisor Signature

Date



**Schedule of Estimated Claims**  
**Third Party Contract Summary Report - Page 2 of 2**

Provider County of Gloucester  
 Division CSOC  
 Contract 17OEHR  
 Dates 1/1/2017 to 12/31/2017

**Original Contract Ceiling**  
 \$38,442.00

Contract Modifications	
Mod 1	\$0.00
Mod 2	\$0.00
Mod 3	\$0.00
Mod 4	\$0.00
Mod 5	\$0.00
Mod 6	\$0.00
Mod 7	\$0.00
Mod 8	\$0.00
	<u>\$0.00</u>

**Total Contract Ceiling**  
 \$38,442.00

**Total Match Amount**  
 \$0.00

**Amended Contract Ceiling \***  
 \$38,442.00

Payments by Month	
2017 January	\$3,203.00
2017 February	\$3,203.00
2017 March	\$3,203.00
2017 April	\$3,203.00
2017 May	\$3,203.00
2017 June	\$3,203.00
2017 July	\$3,203.00
2017 August	\$3,203.00
2017 September	\$3,203.00
2017 October	\$3,203.00
2017 November	\$3,203.00
2017 December	\$3,209.00
<b>Grand Total</b>	<b>\$38,442.00</b>

Payments by State Fiscal Year		
#N/A		\$0.00
#N/A	1620-013	\$3,203.00
	2017 1620-013	\$16,015.00
	2018 1620-013	\$19,224.00
<b>Grand Total</b>		<b>\$38,442.00</b>

\* Please note, if this SEC contains mortgage repayment(s) those deductions are reflected.



NEW JERSEY DEPARTMENT  
OF CHILDREN AND FAMILIES

Component

1

SEC version 8/10/2016

Schedule of Estimated Claims  
Third Party Contracts

Provider Name County of Gloucester

Component Name CIACC Admin / YIP1

Contract Administrator Jarrett Quick

Division	CSOC	Contract No	170EHR	Contract Start	1/1/2017	Contract End	12/31/2017
----------	------	-------------	--------	----------------	----------	--------------	------------

Type of Funding	<input checked="" type="checkbox"/> Annualized	<input type="checkbox"/> Prorated	<input type="checkbox"/> Balance Forward	<input type="checkbox"/> Final Year	<input type="checkbox"/> 1-time Funding
1620-013 (Non-CFDA Acct)					
CHILDRENS INITIATIVE					
	Month	YY	Amount		
Enter Mod # 1 thru 8 above. If new or renewal leave blank	January	17	\$3,203.00		
	February	17	\$3,203.00		
	March	17	\$3,203.00		
	April	17	\$3,203.00		
	May	17	\$3,203.00		
	June	17	\$3,203.00		
	July	17	\$3,203.00		
	August	17	\$3,203.00		
	September	17	\$3,203.00		
	October	17	\$3,203.00		
	November	17	\$3,203.00		
	December	17	\$3,203.00		
Match Required? <input type="checkbox"/> No <input type="checkbox"/> Yes	0.0%		Total	\$38,442.00	

Type of Funding	<input type="checkbox"/> Annualized	<input type="checkbox"/> Prorated	<input type="checkbox"/> Balance Forward	<input type="checkbox"/> Final Year	<input type="checkbox"/> 1-time Funding
(enter Account with CFDA from drop-down)					
(enter Funding Source from drop-down)					
	Month	YY	Amount		
Enter Mod # 1 thru 8 above. If new or renewal leave blank					
Match Required? <input type="checkbox"/> No <input type="checkbox"/> Yes	0.0%		Total	\$0.00	

Type of Funding	<input type="checkbox"/> Annualized	<input type="checkbox"/> Prorated	<input type="checkbox"/> Balance Forward	<input type="checkbox"/> Final Year	<input type="checkbox"/> 1-time Funding
(enter Account with CFDA from drop-down)					
(enter Funding Source from drop-down)					
	Month	YY	Amount		
Enter Mod # 1 thru 8 above. If new or renewal leave blank					
Match Required? <input type="checkbox"/> No <input type="checkbox"/> Yes	0.0%		Total	\$0.00	

Type of Funding	<input type="checkbox"/> Annualized	<input type="checkbox"/> Prorated	<input type="checkbox"/> Balance Forward	<input type="checkbox"/> Final Year	<input type="checkbox"/> 1-time Funding
(enter Account with CFDA from drop-down)					
(enter Funding Source from drop-down)					
	Month	YY	Amount		
Enter Mod # 1 thru 8 above. If new or renewal leave blank					
Match Required? <input type="checkbox"/> No <input type="checkbox"/> Yes	0.0%		Total	\$0.00	

Type of Funding	<input type="checkbox"/> Annualized	<input type="checkbox"/> Prorated	<input type="checkbox"/> Balance Forward	<input type="checkbox"/> Final Year	<input type="checkbox"/> 1-time Funding
(enter Account with CFDA from drop-down)					
(enter Funding Source from drop-down)					
	Month	YY	Amount		
Enter Mod # 1 thru 8 above. If new or renewal leave blank					
Match Required? <input type="checkbox"/> No <input type="checkbox"/> Yes	0.0%		Total	\$0.00	

Type of Funding	<input type="checkbox"/> Annualized	<input type="checkbox"/> Prorated	<input type="checkbox"/> Balance Forward	<input type="checkbox"/> Final Year	<input type="checkbox"/> 1-time Funding
(enter Account with CFDA from drop-down)					
(enter Funding Source from drop-down)					
	Month	YY	Amount		
Enter Mod # 1 thru 8 above. If new or renewal leave blank					
Match Required? <input type="checkbox"/> No <input type="checkbox"/> Yes	0.0%		Total	\$0.00	

Type of Funding	<input type="checkbox"/> Annualized	<input type="checkbox"/> Prorated	<input type="checkbox"/> Balance Forward	<input type="checkbox"/> Final Year	<input type="checkbox"/> 1-time Funding
(enter Account with CFDA from drop-down)					
(enter Funding Source from drop-down)					
	Month	YY	Amount		
Enter Mod # 1 thru 8 above. If new or renewal leave blank					
Match Required? <input type="checkbox"/> No <input type="checkbox"/> Yes	0.0%		Total	\$0.00	

Type of Funding	<input type="checkbox"/> Annualized	<input type="checkbox"/> Prorated	<input type="checkbox"/> Balance Forward	<input type="checkbox"/> Final Year	<input type="checkbox"/> 1-time Funding
(enter Account with CFDA from drop-down)					
(enter Funding Source from drop-down)					
	Month	YY	Amount		
Enter Mod # 1 thru 8 above. If new or renewal leave blank					
Match Required? <input type="checkbox"/> No <input type="checkbox"/> Yes	0.0%		Total	\$0.00	

Type of Funding	<input type="checkbox"/> Annualized	<input type="checkbox"/> Prorated	<input type="checkbox"/> Balance Forward	<input type="checkbox"/> Final Year	<input type="checkbox"/> 1-time Funding
(enter Account with CFDA from drop-down)					
(enter Funding Source from drop-down)					
	Month	YY	Amount		
Enter Mod # 1 thru 8 above. If new or renewal leave blank					
Match Required? <input type="checkbox"/> No <input type="checkbox"/> Yes	0.0%		Total	\$0.00	

Component Match Percentage	0.00%
Component Match Amount	\$0.00
Original Component Ceiling	\$38,442.00
Modifications to Component Ceiling	\$0.00
Total Component Ceiling	\$38,442.00
Mod 1	\$0.00
Mod 2	\$0.00
Mod 3	\$0.00
Mod 4	\$0.00
Mod 5	\$0.00
Mod 6	\$0.00
Mod 7	\$0.00
Mod 8	\$0.00

NOTES:

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2017 GLOUCESTER COUNTY BUDGET  
OTHER EXPENSE REQUEST EXPLANATIONS

2017 Budget  
YIP Administration

101	Salaries & Wages	\$38,442
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Department \_\_\_\_\_

Form C-2  
Department Code \_\_\_\_\_  
Submission Date \_\_\_\_\_  
Revision Date \_\_\_\_\_

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**Department:**

**Grant Title:**

**Salary and Wages Detail**

List all Employees within the program

insert more lines if necessary

Highlighted cells are formulas and should not be changed

**Fringe**

Update the fringe rate if necessary

2015 Fringe is 59.21% for PERS and 69.18% for Police and Fire

Name	Title	Salary		Fringe	Grant Funds	County Funds	Total Funds
Rick Gaydos	Program Anlst	\$ 77,490	61.47%	\$ 47,633.10	\$ 38,442.00	\$ 86,681.10	\$ 125,123.10
Employee Name	Employee Title	\$ -	15.77%	\$ -	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	15.77%	\$ -	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -
		\$ 77,490		\$ 47,633	\$ 38,442	\$ 86,681	\$ 125,123
		(a)		(c)			

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

(b)

	Grant	County	Total
Total Program Cost	\$ 38,442.00	\$ 86,681	\$ 125,123.10
	(e)	(f)	(d)

**Grant Funding History**

	New	15-XXX	14-XXX	13-XXX	12-XXX
S&W, Fringe	\$ 38,442.00	\$ 38,442.00	\$ 38,442.00	\$ 38,442.00	\$ 38,442.00
OE	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 38,442.00	\$ 38,442.00	\$ 38,442.00	\$ 38,442.00	\$ 38,442.00

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

STANDARD LANGUAGE DOCUMENT  
FOR SOCIAL SERVICE AND TRAINING CONTRACTS

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

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

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

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

**I. DEFINITIONS**

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

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

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

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

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

Departmental Component means the Division, Bureau, Commission, Office or other Unit within the Department responsible for the negotiation, administration review, approval, and monitoring of certain social service or training Contracts.

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

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

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

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

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

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

**II. BASIC OBLIGATIONS OF THE DEPARTMENT**

Section 2.01 Payment. As established in the Annex(es), payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the Department in accordance with the time frames specified in the Annex(es). Total payments shall not exceed the maximum Contract amount, if any, specified in the Annex(es). All payments authorized by the Department under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.13 Audit or on the basis of any Department monitoring or evaluation of the Contract.

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

**III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY**

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

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

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

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

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

Failure to comply with the laws, rules and regulations referenced above shall be grounds for Termination of this Contract for cause.

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

Section 3.04 Business Associate Agreements and State Confidentiality Statues. DCF is a covered entity pursuant to the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C.A. §1320d et seq. (HIPAA); 45 CFR Parts 160 and 164. Before a Provider Agency obtains or is permitted to access, to create, maintain or store Protected Health Information (PHI) as part of its responsibility under this Contract, the Provider Agency shall first execute a Department of Children and Families Business Associate Agreement (BAA). A Provider Agency, whose work under this Contract does not involve PHI is not required to execute a BAA. DCF shall have the sole discretion to determine when a Provider Agency's work will involve PHI. Protected Health Insurance shall have the same meaning as in 45 CFR 160.103.

Provider Agencies that enter any subcontract where the work for the subcontract involves an individual's PHI shall require its subcontractor to execute a BAA that meets all the

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

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

Section 3.05 Business Registration.

**NOTE:** This section does not apply to governmental agencies or non-profit organizations.

The Provider Agency must have a valid Business Registration Certificate (BRC) issued by the Department of Treasury, Division of Revenue prior to the award of a contract in accordance with N.J.S.A. 52:32-44(b). No State Agency may Contract with a Provider Agency if the Provider has not filed for its incorporation papers or filed its annual business registration. Furthermore, no Provider Agency that Contracts with the Department shall enter into any subcontract unless the subcontractor can demonstrate that it is incorporated in the State of New Jersey and its annual business registration is current, and follows the provisions prescribed in this Standard Language Document. Failure to comply with this paragraph or the above-referenced citation will result in cause for the Department to Terminate this Contract.

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

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

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

Section 3.08 Provider Certification and Disclosure of Political Contributions.

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

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

If awarded a Contract, the Provider will, on a continuing basis, continue to report any Contribution it makes during the term of the Contract, and any extension(s) thereof. Failure to do so will result in Termination of the Contract and could result in the debarment from public contracting of the Provider for a period of up to five years.

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

Section 3.10 Equal Employment Opportunity. Pursuant to N.J.S.A. 10:5-31 *et seq.*, N.J.A.C. 17:27, during the performance of this Contract, the Provider Agency agrees as follows:

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

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- h. The Provider Agency or subcontractor agrees to make a good faith attempt to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract Compliance & EEO pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- i. The Provider Agency or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- j. The Provider Agency or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable State and federal law and applicable State and federal court decisions.
- k. The Provider Agency and subcontractor agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.
- l. The Provider Agency and its subcontractors shall furnish such reports or other documents to the Department from time to time in order to carry out the purposes of these regulations, and the Department shall furnish such information to the Department of Treasury, Division of Contract Compliance and EEO, as may be requested by the DCF for conducting a compliance investigation pursuant to Subchapter 10 of N.J.A.C.17:27.

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

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or

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

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

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

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

- a. Accurate, current and complete disclosure of the financial results of this Contract and any other contract, grant, program or other activity administered by the Provider Agency;
- b. Records adequately identifying the source and application of all Provider Agency funds and all funds administered by the Provider Agency. These records shall contain information pertaining to all contract and grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income;

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- c. Effective internal control structure over all funds, property, and other assets. The Provider Agency shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;
- d. Comparison of actual outlays with budgeted amounts for this Contract and for any other contract, grant, program or other activity administered by the Provider Agency;
- e. Accounting records supported by source documentation;
- f. Procedures to minimize elapsed time between any advance payment issued and the disbursement of such advance funds by the Provider Agency; and
- g. Procedures consistent with the provisions of any applicable Departmental policies and procedures for determining the reasonableness, allowability, and allocability of costs under this Contract.

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

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

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

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

The Provider Agency shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such

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records shall be made available to the New Jersey Office of the State Comptroller upon request.

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

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

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

**IV. TERMINATION**

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

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

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

Section 4.02 Default and Termination for Cause. If the Provider Agency fails to fulfill or comply with any of the terms or conditions of the Contract, in whole or in part, the

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Department may by Notice place the Provider Agency in default status, and take any action(s) listed in accordance with Department Policy DCF.P9.05, Contract Default. Notice shall follow the procedures established in the policy.

The above notwithstanding, the Department may immediately upon Notice Terminate the Contract prior to its expiration, in whole or in part, whenever it is determined that the Provider Agency has jeopardized the safety and welfare of the Department's clients, materially failed to comply with the terms and conditions of the Contract, or whenever the fiscal or programmatic integrity of the Contract has been compromised. The Notice of Termination shall state the reason for the action(s); the Provider Agency's informal review options, time frames, and procedures; the effective date of the Termination; and the fact that a request for a review of the decision for action(s) does not preclude the determined action(s) from being implemented.

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

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

**V. ADDITIONAL PROVISIONS**

Section 5.01 Application of New Jersey Law. This Contract shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey including the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the Law Against Discrimination (LAD) (N.J.S.A. 10:5-1 et seq.).

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

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

The Provider Agency may not subcontract any of the services that it has committed to perform or provide pursuant to this Contract without the prior written approval of the

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Department. Such consent to subcontract shall not relieve the Provider Agency of its full responsibilities under this Contract. Consent to the subcontracting of any part of the services shall not be construed to be an approval of said subcontract or of any of its terms, but shall operate only as an approval of the Provider Agency's request for the making of a subcontract between the Provider Agency and its chosen subcontractor. The Provider Agency shall be responsible for all services performed by the subcontractor and all such services shall conform to the provisions of this Contract.

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

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

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

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

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

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

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

Section 5.09 Recognition of Cultural Sensitivity. The Provider Agency agrees in the performance of this Contract to be sensitive to the needs of the minority populations (as described in section 3.10a of this policy) of the State of New Jersey. This sensitivity includes the employment, if possible, of a culturally diverse staff that can communicate with, and be representative of the entire community it serves.

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

Section 5.10 Copyrights. The Department of Children and Families reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use any work or materials developed under a Department or federally funded Contract or subcontract. The Department also reserves the sole right to authorize others to reproduce, publish, or otherwise use any work or materials developed under said Contract or subcontract.

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

Section 5.12 Sufficiency of Funds. The Provider Agency recognizes and agrees that both the initial provision of funding and the continuation of such funding under the Contract is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of the Department to make any payment under its Contract with the Provider Agency or to observe and adhere to its performance obligation under the Contract as a result of the failure of the Legislature to appropriate the funds necessary to do so shall not constitute a breach of the Contract by the Department or default thereunder and the Department shall not be held financially liable therefore. In addition, future funding shall not be anticipated from the Department beyond the duration of the Contract with the

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Provider Agency and in no event shall the Contract be construed as a commitment by the Department to expend funds beyond the Termination date set therein.

Section 5.13 Collective Bargaining. State and federal law allows employees to organize themselves into a collective bargaining unit.

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

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

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

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

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

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

Section 5.15 Executive Order No. 189. Executive Order No. 189 establishes the expected standard of responsibility for all parties that enter into a Contract with the State of New

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Jersey. All such parties must meet a standard of responsibility that assures the State and its citizens that such parties will compete and perform honestly in their dealings with the State and avoid conflicts of interest.

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

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

No Provider Agency may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Provider Agency to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

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

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

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

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CONTRACT SIGNATURES AND DATES

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

This Contract contains 17 pages and is the entire agreement of the parties. Oral evidence tending to contradict, amend or supplement the Contract is inadmissible; the parties having made the Contract as the final and complete expression of their agreement.

BY: \_\_\_\_\_  
(Signature)

Robert M. Damminger  
\_\_\_\_\_  
(Type)

TITLE: Freeholder Director  
\_\_\_\_\_  
(Type)

PROVIDER AGENCY: G.C. Board of Chosen  
Freeholders  
\_\_\_\_\_

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

Contract Effective Date: January 1, 2017  
\_\_\_\_\_

Contract Expiration Date: December 31, 2017  
\_\_\_\_\_

Contract Number: 17OEHR  
\_\_\_\_\_

Contract Ceiling: \$38,442.00  
\_\_\_\_\_

Federal ID#: 21-6000660  
\_\_\_\_\_

Provider Contact Individual: Calvin D. Mc Farland Jr.  
\_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type)

TITLE: Business Manager  
\_\_\_\_\_  
(Type)

DEPARTMENTAL COMPONENT: \_\_\_\_\_

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

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

CONTRACT SIGNATURES AND DATES

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

This Contract contains 17 pages and is the entire agreement of the parties. Oral evidence tending to contradict, amend or supplement the Contract is inadmissible; the parties having made the Contract as the final and complete expression of their agreement.

BY: \_\_\_\_\_  
(Signature)

Robert M. Damminger  
\_\_\_\_\_  
(Type)

TITLE: Freeholder Director  
\_\_\_\_\_  
(Type)

PROVIDER AGENCY: G.C. Board of Chosen  
Freeholders  
\_\_\_\_\_

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

Contract Effective Date: January 1, 2017  
\_\_\_\_\_

Contract Expiration Date: December 31, 2017  
\_\_\_\_\_

Contract Number: 17OEHR  
\_\_\_\_\_

Contract Ceiling: \$38,442.00  
\_\_\_\_\_

Federal ID#: 21-6000660  
\_\_\_\_\_

Provider Contact Individual: Calvin D. Mc Farland Jr.  
\_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type)

TITLE: Business Manager  
\_\_\_\_\_  
(Type)

DEPARTMENTAL COMPONENT: \_\_\_\_\_

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

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

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BY: \_\_\_\_\_  
(Signature)

Robert M. Damminger  
\_\_\_\_\_  
(Type)

TITLE: Freeholder Director  
\_\_\_\_\_  
(Type)

PROVIDER AGENCY: G.C. Board of Chosen  
Freeholders  
\_\_\_\_\_

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

Contract Effective Date: January 1, 2017  
\_\_\_\_\_

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\_\_\_\_\_

Federal ID#: 21-6000660  
\_\_\_\_\_

Provider Contact Individual: Calvin D. Mc Farland Jr.  
\_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type)

TITLE: Business Manager  
\_\_\_\_\_  
(Type)

DEPARTMENTAL COMPONENT: \_\_\_\_\_

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

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

# ANNEX A

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

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

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

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

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

- Section 2.1 Program Name and Service Delivery Information**  
*(Please Note: Effective 9/2011 this section of the Annex A has been removed from the package to facilitate the DCF Resource Directory. This section of the Annex A will be provided to you for completion by DCF Contract Administrators.)*
- Section 2.2 Program Description**
- Section 2.3 Performance Outcomes**
- Section 2.4 Personnel Information Sheet**
- Section 2.5 Level of Service Form**

GENERAL  
CONTRACT  
INFORMATION

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

CONTRACT SUMMARY SHEET

**Provider Agency** G.C. Board Of Chosen Freeholders **Contract #** 17OEHR  
**Mailing Address** P.O. Box 337 **Federal ID** 21-6000660  
Woodbury, New Jersey  
08096  
**Telephone Number** 856 - 853 -3391  
**Provider Agency Fiscal Year End** 12/31/2017

**Contract Effective Date** 01/01/2017 to 12/31/2017 **Contract Ceiling** \$38,442.00

**Organization Type**

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

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

**All notices relevant to this contract should be sent to:**

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

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

**INSTRUCTIONS FOR COMPLETING THE CONTRACT PACKAGE**

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

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

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

Do not include organizational tabs, dividers or separation sheets.

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

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

**Contract Summary Sheet**

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

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

**Mailing Address:** Enter the mailing address of the Managing Agency

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

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

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

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

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

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

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

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

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

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

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

CONTRACT ADMINISTRATOR: Jarret Quick

CONTRACT NUMBER: 17OEHR

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

CONTRACT PERIOD: 01/01/2017 TO  
12/31/2017

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

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

Rev.7/1/2012

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

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

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

Supporting Information for Contract #: 17OEHR

Contract Period: 01/01/2017 to 12/31/2017

Agency: G.C. Board Of Chosen Freeholders

**Certification:**

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

Robert M. Damminger, Freeholder Director

\_\_\_\_\_  
Chair, Board of Directors  
(Original signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director  
(Original signature)

\_\_\_\_\_  
Date

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

Pete Mercanti  
Name

Purchasing Agent  
Title

Tracey N. Giordano  
Name

Treasurer  
Title

Robert M. Damminger  
Name

Freeholder Director  
Title

## STANDARDIZED BOARD RESOLUTION FORM

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

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

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

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

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

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

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

### 2. Legal Advice

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

### 3. Public Law 2005, Chapter 51

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

### 4. Public Law 2005, Chapter 92

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



# SECTION 1

## AGENCY INFORMATION

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

SECTION 1

Agency Information Instructions

Section 1.1: Authorized Signatures

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

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

Section 1.2: Agency/Organization Description

Answer and clearly label all questions as outlined.

Section 1.3: Agency Personnel Information

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

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

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

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

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

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

Contract Number: 170EHR

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

**Annex A  
AUTHORIZED SIGNATURES  
Section 1.1**

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

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

Submitted by:

Primary Signatory: Robert M. Damminger Title: Freeholder Director

Original Signature: \_\_\_\_\_ Date: \_\_\_\_\_

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
AGENCY/ORGANIZATION DESCRIPTION  
Section 1.2

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

1. Summarize the agency's purpose and mission.
  - Indicate long and short term goals
  - Identify the agency's method for goal measurement

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

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

- A. Improve Administrative and Service Efficiency
  1. Continue the use and the implementation of performance standards in the Management Assistance Program, reviewing all purchase of service contracts.
  2. Based on local needs and available resources, influence the use of dollars and said resources to provide the best quality of services possible.
  3. Review and comment on human service proposals, attempting to fill gaps in service and promote new and/or innovative services approaches.
  4. Use comprehensive planning as a management tool to develop resource allocation plans designed to improve service delivery.
- B. Improved Relationship with the State
  1. Improved communication and coordination related to planning, review, policy setting and evaluation.

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

C. Protection of vulnerable and Disabled Populations

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

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

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

A. Comprehensive Planning

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

Agency/Organization Description continued

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

B. Allocation of Resources

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

C. Review of Contracts

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

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

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

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

Agency/Organization Description-continued

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

Levels of Service

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

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

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

D. Contract Review

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

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

Submission of the 2016 the G.C. Homelessness Continuum of Care Application to US. Department of Housing and Urban Development.

Completion of the 2016 Annual Homelessness Assessment Report for US Department of Housing and Urban Development.

Submission of the 2015-2016 Spending Plan for The Emergency Food and Shelter Grant to the Federal Emergency Management Agency.

Completion of the 2016 Point in Time Homelessness Survey.

On Going monitoring and contract review of County SSBG, Social Services for the Homeless and Emergency Food and Shelter Grant contracts for CY 2017.

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

Development of funding and contract recommendations for the CY2018 Social Services for the Homeless Grant

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

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

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

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

None at this time

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

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

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

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
CORE AGENCY PERSONNEL INFORMATION  
Section 1.3

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO		
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Program Analyst	Rick Gaydos	7:30	3:30	BA	HSAC Lead Staff.
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Clerical	New Hire	8:30	4:00	BA	Clerical Supprt
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Accountant	Donna Cuccetta	8:30	4:00	BA	Bookkeeper
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT						
<input type="checkbox"/> FT <input type="checkbox"/> PT						
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STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
CORE AGENCY PERSONNEL INFORMATION  
Section 1.3

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO		
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# SECTION 2

## PROGRAM INFORMATION

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

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

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

## SECTION 2

### Program Description and Service Delivery Information

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

#### Section 2.1: Program Name and Service Delivery Information

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

#### Section 2.2: Program Description

Answer and clearly label all questions as outlined.

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

#### Section 2.3: Performance Outcomes

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

#### Section 2.4: Program Personnel Information Sheet

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

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

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

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

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

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

### **Section 2.5: Level of Service Form**

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

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

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

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

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

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

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

**Column 1:** Select Month from drop down menu. Month 1 should reflect 1<sup>st</sup> month of Contract.

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

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

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

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
PROGRAM DESCRIPTION  
Section 2.2

Program Name: Childrens Interagency Coordinating Council - Ciacc

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

Label all answers clearly as outlined below:

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

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

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

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

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

The CIACC provides a forum to:

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

Program Description cont.

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

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

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

CIACC does not provide direct services.

**5. Detail how customers access services.**

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

CIACC does not provide direct services

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

Not Applicable

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

Not Applicable

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

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

Not Applicable

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
PERFORMANCE OUTCOMES  
Section 2.3

Program Name: Children Inter Agency Coordinating Council

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

**GOALS:**

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

**OBJECTIVES:**

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

**ACTIVITIES:**

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

**PERFORMANCE OUTCOMES:**

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



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		3.		3.		
		4.		4.		
		5.		5.		
		1.		1.		
		2.		2.		
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STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
Annex A  
PROGRAM PERSONNEL INFORMATION  
Section 2.4

Program Name: Ciacc

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		% OF TIME TO PROGRAM	QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO			
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**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

**Annex A  
LEVEL OF SERVICE  
Section 2.5**

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

*Numbers should reflect unduplicated service counts*

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

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
SERVICE OUTCOMES  
Section 2.3

**Program Name:** Children Inter Agency Coordinating Council

For each program component please identify goals, objectives, activities, outcomes, supporting documentation and reporting timeframes using the following definitions and template:

**GOALS:**

Goals articulate the desired results or end point that DCF expects will be achieved through the provision of contracted services. Goal statements speak to the overarching impact that services will have on recipients over a period of time that may reach beyond the contract term.

**OBJECTIVES:**

Objectives define services in qualitative terms. They detail the purpose of program activities and impart a clear understanding of contracted services. Objectives are short term milestones to be achieved during the contract period; they are easy to understand, specific, attainable and they reflect the overarching goals of the program component.

**SERVICE ACTIVITIES:**

Service Activities specify the tasks performed to achieve the identified goals and objectives. They reflect program operations and functionally define contracted services. All service activities are tangible, observable and measurable.

**OUTCOMES:**

Outcomes quantify the program's impact on the target population. They are tied directly to program goals rather than to each objective or service activity. Benchmarks are established to indicate successful program performance in achieving the specified goals. Outcomes may be attainable during the contract period or it may be necessary to track impact data at intervals that extend beyond the contract term (i.e. follow-up data obtained 1 year post discharge).

**REPORTING:**

This section is still under development and should remain blank

**SUPPORTING DOCUMENTATION:**

Supporting documentation refers to any source documents, records or data that reasonably prove or verify outcome reporting. Supporting documentation is retained on file and available for inspection as part of contract monitoring and auditing procedures.

Program Name: Children Inter Agency Coordinating Council

Annex A  
**SERVICE OUTCOMES**  
 Section 2.3

GOALS	OBJECTIVES	SERVICE ACTIVITIES	OUTCOMES	REPORTING	SUPPORTING DOCUMENTATION
<p>To plan and coordinate the Childrens System of Care</p>	<p>Provide a method for coordination of the childrens system of care</p>	<p>4 county CIACC meetings</p>	<p>To maintain a forum to develop, review, redirect and discuss the local system of care ser                      To maintain a forum to develop, review, redirect and discuss the local system of care services for children with social, emotional and behavioral challenges.                      Providing information to county government and the State of NJ on the needs facing our community in County of Gloucester.v</p>	<p>na</p>	<p>na</p>
	<p>Increased servicess collaboration among services providers</p>	<p>Tri County CIACC meetings and Assessment of Needs</p>	<p>To maintain a forum to develop, review, redirect and discuss the local system of care ser                      To maintain a forum to develop, review, redirect and discuss the local system of care services for children with social, emotional and behavioral challenges.                      Providing information to county government and the State of NJ on the needs facing our community in County of Gloucester.v</p>	<p>na</p>	<p>na</p>

GOALS	OBJECTIVES	SERVICE ACTIVITIES	OUTCOMES	REPORTING	SUPPORTING DOCUMENTATION

GOALS	OBJECTIVES	SERVICE ACTIVITIES	OUTCOMES	REPORTING	SUPPORTING DOCUMENTATION





















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

**Annex A  
LEVEL OF SERVICE  
Section 2.5**

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

*Numbers should reflect unduplicated service counts*

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

**SOURCE DISCLOSURE CERTIFICATION FORM**

Contractor: Gloucester County Board of Chosen Freeholders.

Contract Number: 170EHR

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

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

**Instructions:**

List every location where services will be performed by the Contractor and all Subcontractors. If any of the services cannot be performed within the United States, the Contractor shall state, with specificity the reasons why the services cannot be so performed. Attach additional pages if necessary.

Contractor and/or Subcontractor	Description of Services	Performance Location By County	Reasons Why Services Cannot be Performed in US

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

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

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

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

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

Contractor: Gloucester County Board of Chosen Freeholders  
Name of Organization or Entity

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

Title: Freeholder Director

Print Name: Robert M. Damminger

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

State of New Jersey  
DEPARTMENT OF CHILDREN AND FAMILIES

**BUSINESS ASSOCIATE AGREEMENT** between the New Jersey Department of Children and Families and **Gloucester Co. D.H.D.S./HSAC** (Agency/Vendor.) for Contract Number **16OEHR**.

This Business Associate Agreement sets forth the responsibilities of **Gloucester Co. D.H.D.S./HSAC (Business Associate)**, with an address of **115 Budd Blvd., Route 45 & Budd Blvd., Woodbury, NJ 08096** and the New Jersey Department of Children and Families, as a **Covered Entity**, in relationship to Protected Health Information (PHI), as those terms are defined and regulated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations adopted there under by the Secretary of the United States Department of Health and Human Services, with the intent that the Covered Entity shall at all times be in compliance with HIPAA and the underlying regulations.

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

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

**A. Definitions:**

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

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

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

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

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

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

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

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

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

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

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

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

**D. Term of Business Associate Agreement**

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

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

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

3. Effect of Breach of this Agreement.

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

**E. Indemnification and Release**

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

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

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

#### **F. Miscellaneous**

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

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

Business Associate: Gloucester Co.,D.H.H.S./HSAC

115 Budd Boulevard,  
Route 45 & Budd Boulevard  
Woodbury, NJ 08096

Facsimile # 856-384-6870

Covered Entity: 1. Privacy Officer

Department of Children and Families  
101 South Broad Street  
7<sup>th</sup> Floor, PO 975  
Trenton, NJ 08625  
ATTN: HIPAA Privacy Officer

Facsimile# (609) 292-3931

2. DCF Business Manager

Facsimile# \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Covered Entity:

Business Associate:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Robert M. Damminger  
Printed Name

\_\_\_\_\_  
Title

Freeholder Director  
Title

\_\_\_\_\_  
Agency

Gloucester County Board of Freeholders  
Agency

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

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

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: 17OEHR

Bidder/Offeror: COUNTY OF GLOUCESTER

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

**OR**

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

**ADD AN ADDITIONAL ACTIVITIES ENTRY**

Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that the State of New Jersey is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): ROBERT M. DAMMINGER

Signature: \_\_\_\_\_

**Do Not Enter PIN as a Signature**

Title: FREEHOLDER DIRECTOR

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



**New Jersey State Policy Prohibiting  
Discrimination in the Workplace**

**AND**

**Procedures for Processing Internal Complaints Alleging  
Discrimination in the Workplace**

**ACKNOWLEDGEMENT OF RECEIPT**

The State of New Jersey is committed to providing every employee with a workplace free from unlawful discrimination.

The "New Jersey State Policy Prohibiting Discrimination in the Workplace" (*State Policy*) applies to state employees and agencies. This policy applies to both conduct that occurs in the workplace and conduct that occurs at any location which can be reasonably regarded as an extension of the workplace (any field location, any off-site business-related social function, or any facility where State business is being conducted and discussed). This policy is being distributed to State-wide vendors/contractors with whom a State agency has a direct relationship. Vendors/contractors are requested to become familiar with the policy, and with the "Procedures for Internal Complaints Alleging Discrimination in the Workplace" (*Procedures*).

Any questions you may have about the *State Policy* or *Procedures* should be directed to Jillian Hendricks, Director of the Office of EEO/AA at 609-888-7177, or an email sent to [dcfeeo@dcf.state.nj.us](mailto:dcfeeo@dcf.state.nj.us).

Please sign this Acknowledgement of Receipt form to confirm receipt of the updated *State Policy* and *Procedures*. Please return this form to:

Department of Children and Families  
Office of Equal Employment Opportunity and Affirmative Action  
50 East State Street, 4<sup>th</sup> Floor  
P. O. Box 717  
Trenton, NJ 08625-0717

Agency Name: County of Gloucester Board of Chosen Freeholders

Agency Address: 2 South Broad Street  
Woodbury, N.J. 08096

Director/CEO Name (Print): Robert M.Damminger

Title: Freeholder Director

Signature of Director/CEO: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Certification Regarding Debarment, Suspension, Ineligibility and  
Voluntary Exclusion Lower Tier Covered Transactions

READ THE ATTACHED INSTRUCTIONS BEFORE SIGNING THIS CERTIFICATION.  
THE INSTRUCTIONS ARE AN INTEGRAL PART OF THE CERTIFICATION.

1. The prospective lower tier participant certifies, by submission of this Certification, 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. The provider certifies, by submission of this Certification, that neither it nor its principals is presently disqualified, debarred, or suspended from doing business within the State of New Jersey, pursuant to Executive Order#34-1976. 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 of Provider Agency  
County of Gloucester

\_\_\_\_\_  
Printed Name and Title of Authorized Representative  
Robert M. Damming, Freeholder Director

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

G-5

**RESOLUTION AUTHORIZING EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES FOR THE 2017 HUMAN SERVICES PLANNING GRANT, FOR A TOTAL AMOUNT OF \$73,704.00, WITH THE STATE'S SHARE \$67,004.00 AND THE COUNTY SHARE \$6,700.00**

**WHEREAS**, the Gloucester County Board of Chosen Freeholders desires to provide four separate programs consisting of support to the Human Services Advisory Council (HSAC) and provide administrative support to the Commission on Missing and Abused Children. In addition, it provides support to the "Prevention of Adolescent Pregnancy Program"; and

**WHEREAS**, the County is eligible to receive a total amount of \$73,704.00 (\$67,004.00 State Share and \$6,700.00 County Share), from January 1, 2017 to December 31, 2017 under the 2017 Human Services Planning Grant from the New Jersey Department of Children and Families, Division of Child Protection and Permanency; and

**WHEREAS**, any funding by the County of Gloucester is contingent on approval of the 2017 Gloucester County budget.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the application and Grant Agreement for the FY2017 Human Services Planning Grant from the New Jersey Department of Children and Families, Division of Child Protection and Permanency, in the total amount of \$73,704.00, State's Share \$67,004.00 and the County Share \$6,700.00, from January 1, 2017 to December 31, 2017 and if any additional funding is awarded due to the failure of any other eligible counties, all such additional funding will be used only for a program providing support to the HSAC and for support of the Commission on Abused and Missing Children and the Prevention of Adolescent Pregnancy Program; and

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

**BE IT FURTHER RESOLVED**, that the County of Gloucester will submit to the New Jersey Department of Children and Families, Division of Child Protection and Permanency, an application with any and all documents to effectuate the FY2017 Human Services Planning Grant.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 21, 2016 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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



State of New Jersey

DEPARTMENT OF CHILDREN AND FAMILIES  
SOUTHERN BUSINESS OFFICE – CN #720  
4 ECHELON PLAZA, 1<sup>ST</sup> FLOOR  
201 LAUREL ROAD  
VOORHEES, NJ 08043

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

ALLISON BLAKE, PH.D., L.S.W.  
*Commissioner*

October 12, 2016

Lisa A. Cerny, Director  
Gloucester County Department of Human Services  
115 Budd Boulevard  
Route 45 & Budd Boulevard  
Woodbury, NJ 08096

Re: Contract # 17ANHS

Dear Ms. Cerny:

I am pleased to inform you that the Department of Children and Families (DCF), Division of Child Protection and Permanency (DCP&P), will be renewing the contract with your agency. Your current contract will expire on December 31, 2016.

Enclosed is a contract renewal package that includes enclosed forms and/or mechanisms to obtain the Standard Language Agreement, Annex A, Schedule of Estimated Claims, Donor Agreement(s), Contract Renewal Checklist, Chapter 51, Business Associate Agreement, Affirmative Action Forms and the Notification of Licensed Public Accountant (NLPA). Contract forms including the Annex A and the Annex B (if applicable) are also available for downloading on the DCF Contract Website at <http://nj.gov/dcf/providers/contracting/forms/>. **Providers are encouraged to utilize the website and download the forms. Other documents that are specific to your agency may be scanned or prepared in a PDF format so that they may be transmitted through the email system.**

**As you are aware, DCF receives State funds for this contract through State appropriations -- typically through the annual appropriations act. Because we are sending out your renewal package prior to the new state fiscal year the funding level in the renewal package is dependent on the budget for the State fiscal year which begins on July 1, 2017. The contract Standard Language Document contains a provision making it contingent upon the availability of funds to DCF. Whether funds are available to DCF will be**

determined by DCF in its sole discretion. In the event that appropriations to DCF are not sufficient to fund all of our services and programs, DCF, in its sole discretion, may determine to reduce the amount of services or discretion. In the event that appropriations to DCF are not sufficient to fund all of our services and programs, DCF, in its sole discretion, may determine to reduce the amount of services or funding to be provided under this contract(s) or to terminate the contract(s) pursuant to the contract terms.

This letter is being made a part of the above referenced contract renewal package. Please countersign below and return this letter to your contract administrator.

You will find below important information regarding your contract renewal packet.

#### **State Law PL2001, c.134**

This law requires that all contractors and sub-contractors with state, county and municipal agencies provide proof of registration with the Department of Treasury, Division of Revenue. Please include proof of your business registration with your renewal package. Information regarding proof of registration can be found at [www.state.nj.us/treasury/revenue/proofreg.htm](http://www.state.nj.us/treasury/revenue/proofreg.htm).

#### **Audit Requirements**

1. Submit the completed Notification of Licensed Public Accountant (NLPA), with your renewal package. The NLPA form can be found at [www.state.nj.us/dcf/contract](http://www.state.nj.us/dcf/contract). The auditor's license must be attached to the completed NLPA.
2. Within 120 days after the close of your current contract, submit your agency's audit report to: Department of Children and Families, Office of Auditing and Contract Negotiations, PO Box 729, Trenton, NJ 08625-0729. Send a *copy* of the audit report to your assigned contract administrator.
3. Make certain that all information supplied applies to your agency's *current* contract, not the renewal contract.
4. For more information, please refer to the DCF Audit Requirements Policy, DCF.P7.06-2007 at: [www.state.nj.us/dcf/contract](http://www.state.nj.us/dcf/contract).

#### **Business Associates Agreement (HIPAA)**

If applicable to your contract, included with this contract renewal packet is a copy of the Business Associates Agreement. Under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), DCF, as a covered entity, is required to establish a formal Business Associates Agreement with contract providers who share or disclose protected health information. Please sign and return the Business Associate Agreement with your contract renewal package.

**Public Law 2005, Chapter 51**

The Public Law 2005, Chapter 51 is required for all for-profit providers and for individual providers. The law requires the certification and disclosure of certain political contributions and the subsequent ineligibility of the contracted provider to do business with the State of New Jersey if the contract exceeds \$17,500 and a political contribution has been made.

1. Chapter 51 documents must be completed and signed and returned with the renewal package.
2. Please note that contracts cannot be renewed without the inclusion of these documents.
3. If an agency has more than one contract, this paperwork must be completed for each contract.
4. Information on Chapter 51 and the aforementioned related forms can be obtained from the Department of Treasury website at [www.nj.gov/treasury/purchase/execorder134.htm](http://www.nj.gov/treasury/purchase/execorder134.htm).

**Certificate of Employee Information Report**

Under NJSA 10:5-31, Et.Seq (NJAC 17:27), a Certificate of Employee Information Report is required before the awarding of social service contract funding. Please include the Certificate of Employee Information Report with your renewal packet. Provider agencies can obtain this certificate by completing and submitting an Employee Information Report to the Department of Treasury, Division of Contract Compliance and Equal Employment Opportunity. The Employee Provider Report form and instructions can be found on the Treasury website at: [www.nj.gov/treasury/contract\\_compliance](http://www.nj.gov/treasury/contract_compliance).

**Proof of Insurance**

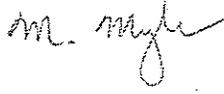
Proof of adequate insurance coverage is required. Please submit with the renewal packet a copy of the insurance declaration page(s) showing the amounts and types of insurance. The "State of New Jersey" must be named as the additional insured (followed by the name of the departmental component and its mailing address). Also, bonding certificates/insurance must be submitted. Please refer to the Standard Language Document ([DCF.P2.01](#)) for more information.

Please return all requested materials to me by December 1, 2016. Be mindful that funding cannot be released until all contract documents are executed. Therefore, you should endeavor to submit all the required renewal package documents in a timely manner. If you anticipate your renewal will be late, be certain to contact me immediately.

If you have any questions concerning the renewal process, please contact me at (856)772-0152 x189.

Thank you for your service to the children and families of New Jersey.

Sincerely,

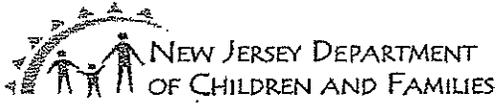


Madeleine Myles  
Contract Administrator 2  
Southern Business Office

**I agree to the terms of this letter. This letter is made a part of the contract listed above.**

<u>President/CEO</u>	<u>Name of Agency</u>	<u>Date</u>
Robert M. Damminger Freeholder Director	County of Gloucester Board of Chosen Freeholders	

Enclosures



**Schedule of Estimated Claims**

**Third Party Contract Summary Report - Page 1 of 2**

Provider Gloucester Co. D.H.S./HSAC  
 Division DCPD  
 Contract 17ANHS  
 Dates 1/1/2017 to 12/31/2017

Contract Characteristics

Reporting Requirements

- None
- Monthly
- Quarterly
- Other

Advance Payments

- None
- Monthly

Type of Contract

- Cost Related
- Non-Cost Related

Reimbursement Type

- Periodic Reported Expenditures
- Installments
- Provisional
- Fixed Rate

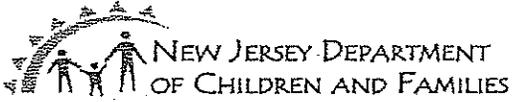
Account and CFDA Information	Amt
1610-039 (Non-CFDA Acct)	\$66,004.00
1610-048 (93.558 TEMP ASSIST FOR NEEDY FAMILIES)	\$1,000.00
<b>Grand Total</b>	<b>\$67,004.00</b>

Authorized Provider Signature

Date

Contract Supervisor Signature

Date



**Schedule of Estimated Claims**

**Third Party Contract Summary Report - Page 2 of 2**

Provider Gloucester Co. D.H.S./HSAC  
 Division DCPD  
 Contract 17ANHS  
 Dates 1/1/2017 to 12/31/2017

<b>Original Contract Ceiling</b>
\$67,004.00

<b>Contract Modifications</b>	
Mod 1	\$0.00
Mod 2	\$0.00
Mod 3	\$0.00
Mod 4	\$0.00
Mod 5	\$0.00
Mod 6	\$0.00
Mod 7	\$0.00
Mod 8	\$0.00
	\$0.00

<b>Total Contract Ceiling</b>
\$67,004.00

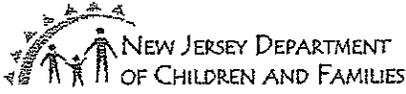
<b>Total Match Amount</b>
\$6,700.00

<b>Amended Contract Ceiling *</b>
\$67,004.00

<b>Payments by Month *</b>	
2017 January	\$5,584.00
2017 February	\$5,584.00
2017 March	\$5,584.00
2017 April	\$5,584.00
2017 May	\$5,584.00
2017 June	\$5,584.00
2017 July	\$5,584.00
2017 August	\$5,584.00
2017 September	\$5,584.00
2017 October	\$5,584.00
2017 November	\$5,584.00
2017 December	\$5,580.00
<b>Grand Total</b>	<b>\$67,004.00</b>

<b>Payments by State Fiscal Year *</b>		
2017	1610-039	\$33,006.00
2017	1610-048	\$498.00
2018	1610-039	\$32,998.00
2018	1610-048	\$502.00
<b>Grand Total</b>		<b>\$67,004.00</b>

\* Please note, if this SEC contains mortgage repayment(s) those deductions are reflected.



Component  
**1**  
 Schedule of Estimated Claims  
 Third Party Contracts

SEC version 8/22/2016

Provider Name Gloucester Co. D.H.S./HSAC  
 Component Name HSAC Contract Administrator Magdalena Myles

Division DCPP Contract No 17ANHS Contract Start 1/1/2017 Contract End 12/31/2017

Type of Funding:  Annualized  Prorated  Balance Forward  Final Year  1-time Funding

1610-039 (Non-CFDA Acct)  
 Social Service Block Grant (SSBG)

	Month	YY	Amount
Enter	1	2017	\$5,231.00
Mod #	2	2017	\$5,231.00
1 thru 8 above.	3	2017	\$5,231.00
If new or renewal leave blank	4	2017	\$5,231.00
	5	2017	\$5,231.00
	6	2017	\$5,231.00
	7	2017	\$5,231.00
	8	2017	\$5,231.00
	9	2017	\$5,231.00
	10	2017	\$5,231.00
	11	2017	\$5,231.00
	12	2017	\$5,229.00
<b>Total</b>			<b>\$62,770.00</b>

Match Required?  No  Yes  
 10.7%

Type of Funding:  Annualized  Prorated  Balance Forward  Final Year  1-time Funding

(enter Account with CFDA from drop-down)  
 (enter Funding Source from drop-down)

	Month	YY	Amount
Enter			
Mod #			
1 thru 8 above.			
If new or renewal leave blank			
<b>Total</b>			<b>\$0.00</b>

Match Required?  No  Yes  
 0.0%

Type of Funding:  Annualized  Prorated  Balance Forward  Final Year  1-time Funding

(enter Account with CFDA from drop-down)  
 (enter Funding Source from drop-down)

	Month	YY	Amount
Enter			
Mod #			
1 thru 8 above.			
If new or renewal leave blank			
<b>Total</b>			<b>\$0.00</b>

Match Required?  No  Yes  
 0.0%

Type of Funding:  Annualized  Prorated  Balance Forward  Final Year  1-time Funding

(enter Account with CFDA from drop-down)  
 (enter Funding Source from drop-down)

	Month	YY	Amount
Enter			
Mod #			
1 thru 8 above.			
If new or renewal leave blank			
<b>Total</b>			<b>\$0.00</b>

Match Required?  No  Yes  
 0.0%

Type of Funding:  Annualized  Prorated  Balance Forward  Final Year  1-time Funding

(enter Account with CFDA from drop-down)  
 (enter Funding Source from drop-down)

	Month	YY	Amount
Enter			
Mod #			
1 thru 8 above.			
If new or renewal leave blank			
<b>Total</b>			<b>\$0.00</b>

Match Required?  No  Yes  
 0.0%

Type of Funding:  Annualized  Prorated  Balance Forward  Final Year  1-time Funding

(enter Account with CFDA from drop-down)  
 (enter Funding Source from drop-down)

	Month	YY	Amount
Enter			
Mod #			
1 thru 8 above.			
If new or renewal leave blank			
<b>Total</b>			<b>\$0.00</b>

Match Required?  No  Yes  
 0.0%

Type of Funding:  Annualized  Prorated  Balance Forward  Final Year  1-time Funding

(enter Account with CFDA from drop-down)  
 (enter Funding Source from drop-down)

	Month	YY	Amount
Enter			
Mod #			
1 thru 8 above.			
If new or renewal leave blank			
<b>Total</b>			<b>\$0.00</b>

Match Required?  No  Yes  
 0.0%

Type of Funding:  Annualized  Prorated  Balance Forward  Final Year  1-time Funding

(enter Account with CFDA from drop-down)  
 (enter Funding Source from drop-down)

	Month	YY	Amount
Enter			
Mod #			
1 thru 8 above.			
If new or renewal leave blank			
<b>Total</b>			<b>\$0.00</b>

Match Required?  No  Yes  
 0.0%

Type of Funding:  Annualized  Prorated  Balance Forward  Final Year  1-time Funding

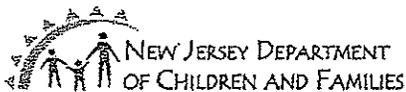
(enter Account with CFDA from drop-down)  
 (enter Funding Source from drop-down)

	Month	YY	Amount
Enter			
Mod #			
1 thru 8 above.			
If new or renewal leave blank			
<b>Total</b>			<b>\$0.00</b>

Match Required?  No  Yes  
 0.0%

Component Match Percentage	10.57%
Component Match Amount	\$6,700.00
Original Component Ceiling	\$62,770.00
Modifications to Component Ceiling	\$0.00
Total Component Ceiling	\$62,770.00
Mod 1	\$0.00
Mod 2	\$0.00
Mod 3	\$0.00
Mod 4	\$0.00
Mod 5	\$0.00
Mod 6	\$0.00
Mod 7	\$0.00
Mod 8	\$0.00

NOTES:



Component  
**2**  
 Schedule of Estimated Claims  
 Third Party Contracts

SEC version 8/22/2016

Provider Name Gloucester Co. D.H.S./HSAC  
 Component Name Abused Missing Child Comm.

Contract Administrator Magdalena Myles

Division DCPP Contract No 17ANHS Contract Start 1/1/2017 Contract End 12/31/2017

1610-039 (Non-CFDA Acct)			
Social Service Block Grant (SSBG)			
Month	YY	Amount	
1	2017	\$270.00	
2	2017	\$270.00	
3	2017	\$270.00	
4	2017	\$270.00	
5	2017	\$270.00	
6	2017	\$270.00	
7	2017	\$270.00	
8	2017	\$270.00	
9	2017	\$270.00	
10	2017	\$270.00	
11	2017	\$270.00	
12	2017	\$270.00	
Total		\$3,234.00	

(enter Account with CFDA from drop-down)			
(enter Funding Source from drop-down)			
Month	YY	Amount	
Total		\$0.00	

(enter Account with CFDA from drop-down)			
(enter Funding Source from drop-down)			
Month	YY	Amount	
Total		\$0.00	

(enter Account with CFDA from drop-down)			
(enter Funding Source from drop-down)			
Month	YY	Amount	
Total		\$0.00	

(enter Account with CFDA from drop-down)			
(enter Funding Source from drop-down)			
Month	YY	Amount	
Total		\$0.00	

(enter Account with CFDA from drop-down)			
(enter Funding Source from drop-down)			
Month	YY	Amount	
Total		\$0.00	

(enter Account with CFDA from drop-down)			
(enter Funding Source from drop-down)			
Month	YY	Amount	
Total		\$0.00	

(enter Account with CFDA from drop-down)			
(enter Funding Source from drop-down)			
Month	YY	Amount	
Total		\$0.00	

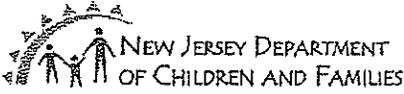
(enter Account with CFDA from drop-down)			
(enter Funding Source from drop-down)			
Month	YY	Amount	
Total		\$0.00	

Component Match Percentage	0.00%
Component Match Amount	\$0.00
Original Component Ceiling	\$3,234.00
Modifications to Component Ceiling	\$0.00
Total Component Ceiling	\$3,234.00

Mod 1	\$0.00	Mod 5	\$0.00
Mod 2	\$0.00	Mod 6	\$0.00
Mod 3	\$0.00	Mod 7	\$0.00
Mod 4	\$0.00	Mod 8	\$0.00

NOTES:



Component  
**7**  
 Schedule of Estimated Claims  
 Third Party Contracts

SEC version 8/22/2016

Provider Name Gloucester Co. D.H.S./HSAC  
 Component Name Teen Pregnancy Prevention Contract Administrator Magdalena Myles

Division DCPP Contract No. 17ANHS Contract Start: 1/1/2017 Contract End: 12/31/2017

Type of Funding  Annualized  Prorated  
 Balance Forward  Final Year  1-time Funding

1610-048 (93.558 TEMP ASSIST FOR NEEDY FAMILIES)

School Linked YANF

Month	YY	Amount
1	2017	\$83.00
2	2017	\$83.00
3	2017	\$83.00
4	2017	\$83.00
5	2017	\$83.00
6	2017	\$83.00
7	2017	\$83.00
8	2017	\$83.00
9	2017	\$83.00
10	2017	\$83.00
11	2017	\$83.00
12	2017	\$87.00
Total		\$1,000.00

Match Required?  No  Yes  
 0.0%

Type of Funding  Annualized  Prorated  
 Balance Forward  Final Year  1-time Funding

(enter Account with CFDA from drop-down)

(enter Funding Source from drop-down)

Month	YY	Amount
Total		\$0.00

Match Required?  No  Yes  
 0.0%

Type of Funding  Annualized  Prorated  
 Balance Forward  Final Year  1-time Funding

(enter Account with CFDA from drop-down)

(enter Funding Source from drop-down)

Month	YY	Amount
Total		\$0.00

Match Required?  No  Yes  
 0.0%

Type of Funding  Annualized  Prorated  
 Balance Forward  Final Year  1-time Funding

(enter Account with CFDA from drop-down)

(enter Funding Source from drop-down)

Month	YY	Amount
Total		\$0.00

Match Required?  No  Yes  
 0.0%

Type of Funding  Annualized  Prorated  
 Balance Forward  Final Year  1-time Funding

(enter Account with CFDA from drop-down)

(enter Funding Source from drop-down)

Month	YY	Amount
Total		\$0.00

Match Required?  No  Yes  
 0.0%

Type of Funding  Annualized  Prorated  
 Balance Forward  Final Year  1-time Funding

(enter Account with CFDA from drop-down)

(enter Funding Source from drop-down)

Month	YY	Amount
Total		\$0.00

Match Required?  No  Yes  
 0.0%

Type of Funding  Annualized  Prorated  
 Balance Forward  Final Year  1-time Funding

(enter Account with CFDA from drop-down)

(enter Funding Source from drop-down)

Month	YY	Amount
Total		\$0.00

Match Required?  No  Yes  
 0.0%

Type of Funding  Annualized  Prorated  
 Balance Forward  Final Year  1-time Funding

(enter Account with CFDA from drop-down)

(enter Funding Source from drop-down)

Month	YY	Amount
Total		\$0.00

Match Required?  No  Yes  
 0.0%

Type of Funding  Annualized  Prorated  
 Balance Forward  Final Year  1-time Funding

(enter Account with CFDA from drop-down)

(enter Funding Source from drop-down)

Month	YY	Amount
Total		\$0.00

Match Required?  No  Yes  
 0.0%

Component Match Percentage	0.00%
Component Match Amount	\$0.00
Original Component Ceiling	\$1,000.00
Modifications to Component Ceiling	\$0.00
Total Component Ceiling	\$1,000.00
Mod 1	\$0.00
Mod 2	\$0.00
Mod 3	\$0.00
Mod 4	\$0.00
Mod 5	\$0.00
Mod 6	\$0.00
Mod 7	\$0.00
Mod 8	\$0.00

NOTES:

**2017 GLOUCESTER COUNTY BUDGET  
OTHER EXPENSE REQUEST EXPLANATIONS**

**2017 Budget  
Human Services Planning Grant**

101	Salaries & Wages	\$62,770
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Department \_\_\_\_\_

Form C-2  
Department Code \_\_\_\_\_  
Submission Date \_\_\_\_\_  
Revision Date \_\_\_\_\_

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**Department:**

**Grant Title:**

**Salary and Wages Detail**

List all Employees within the program

insert more lines if necessary

Highlighted cells are formulas and should not be changed

**Fringe**

Update the fringe rate if necessary

2016 Fringe is 61.47% for PERS and 69.18% for Police and Fire

Name	Title	Salary	Fringe	Grant Funds	County Funds	Total Funds
Calvin Mc Farland	Sr Program Anlst	\$ 82,055	61.47% \$ 50,439.21	\$ 26,650.00	\$ 105,844.21	\$ 132,494.21
Donna Cuccetta	Accounting Ast.	\$ 74,118	61.47% \$ 45,560.33	\$ 36,120.00	\$ 83,558.33	\$ 119,678.33
Employee Name	Employee Title		61.47% \$ -		\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00% \$ -	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00% \$ -	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00% \$ -	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00% \$ -	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00% \$ -	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00% \$ -	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	0.00% \$ -	\$ -	\$ -	\$ -
		\$ 156,173	\$ 96,000	\$ 62,770	\$ 189,403	\$ 252,173

(a)

(c)

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

(b)

	Grant	County	Total
Total Program Cost	\$ 62,770.00	\$ 189,403	\$ 252,172.54

(e)

(f)

(d)

**Grant Funding History**

	New	15-XXX	14-XXX	13-XXX	12-XXX
S&W, Fringe	\$ 62,770.00	\$ 62,770.00	\$ 62,770.00	\$ 62,770.00	\$ 62,770.00
OE	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 62,770.00	\$ 62,770.00	\$ 62,770.00	\$ 62,770.00	\$ 62,770.00

Donor Agreement # 17 ANHS

### PUBLIC DONOR AGREEMENT

**AGREEMENT** between The Gloucester County Division of Human and Disability Services (the "Provider Agency") and The Gloucester County Division of Human and Disability Services (the "Donor").

WHEREAS the New Jersey Department of Children and Families (the "Department") has been duly designated to administer or supervise the administration of social service programs, as defined in the New Jersey State plans for social services; and

WHEREAS the Department desires that the Provider Agency deliver services and the Provider Agency has agreed to deliver services; and

WHEREAS the Department's policies establish that resources donated by a public donor in the form of cash or In-Kind Contributions (as defined below) may, under certain conditions, be used as match in the provision of social services; and

WHEREAS the Donor wishes to make a donation to support social services;

THEREFORE, the Provider Agency and the Donor agree to the following terms and conditions:

1. **Definitions** – For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:
  - A. **Donated Resources** means the total donation made by the Donor as match. Donated Resources may include cash donations and/or In-Kind Contributions.
  - B. **In-Kind Contributions** means property or services (except the services of volunteers) which benefit the contract program and which are contributed by a public entity without charge to the Provider Agency. Included as In-Kind Contributions are public contributions formerly designated as CCE (Certified Cash Expenditures). All In-Kind Contributions under this agreement are listed as Attachment A to this agreement.
2. **Term** – This agreement shall begin on 01/01/2017(date), and shall terminate on 12/31/2017 (date), barring any outstanding obligations of either party.
3. **Donated Resources** – The Donor agrees to provide Donated Resources in an amount totaling \$6,700 to the Provider Agency.

4. Provision of Donated Resources – During the term of this agreement, Donated Resources shall be contributed by the Donor to the Provider Agency as follows:

Payment (s)	Date Due	Cash	In-Kind*	Total
\$6,700.00			\$6,700.00	\$6,700.00
	<b>TOTAL</b>		\$6,700.00	\$6,700.00

\* See Attachment A for In-Kind Contributions.

5. Administrative Control of Donated Resources – Except for the allowable Donor restrictions contained in paragraph 6 of this agreement, all Donated Resources contributed in cash to the Provider Agency under this agreement are donated on an unrestricted basis. This is to ensure that Donated Resources are under the administrative control of the Provider Agency. The Donor understands that if any portion of the donation is made as In-Kind Contributions, Attachment A to this agreement will be submitted with the agreement to vouch for the validity of these costs.
6. Donor's Restrictions – The Donor restricts the use of Donated Resources as follows

Type of Service: Community Development  
 Service Contract Title: Human Services Planning Grant  
 Service Contract #: 17ANHS

7. Provider Agency's Obligations – In consideration of the resources donated, the provider Agency agrees to use the Donated Resources in accordance with the restrictions contained in paragraph 6 of this agreement. The Provider Agency represents that the opportunity to honor the Donor's restrictions in the provisions of social services is available.

It is understood that the provision of services is subject to federal and State laws and administrative regulations and that services will be provided in a manner necessary to ensure compliance.

Upon request from the Donor, the Provider Agency shall make available to the Donor the annex(es) to the service contract specified in paragraph 6 of this agreement. In addition, upon request from the Donor, the Provider Agency shall make available to the Donor its reports to the State agency covering levels of service and program expenditures under the service contract. The Provider Agency shall not release confidential materials or information concerning persons served under the service contract.

8. Donor's Obligation – It is the Donor's obligation to provide the Donated Resources in the amount(s) and as scheduled in paragraph 4 of this agreement. The Donor understands that failure to meet the payment schedule in paragraph 4 of this agreement may result in the Provider Agency being unable to claim sufficient reimbursement to fund its social service program.

The Donor's obligation to provide the Donated Resources as specified in paragraph 4 of this agreement shall not be contingent upon the Donor's ability to produce sufficient In-Kind Contributions. The Donor agrees that if sufficient In-Kind Contributions are not available to meet its obligation to the Provider Agency, the balance of the donation will be paid in cash before this agreement terminates.

In cases in which In-Kind Contributions are made, the Donor agrees to submit to the Provider Agency monthly written reports attesting to the value of the In-Kind Contributions as they are applied to the social service program. The Donor understands that this report is required by the State agency as documentation of program expenses.

9. Donor's Representations – The Donor represents that the Donated Resources are not currently being used to match expenditures in another program.

In cases in which In-Kind Contributions are made, the Donor also represents that the value of the In-Kind Contributions listed in Attachment A to this agreement fairly represents their value to the social service program.

10. Indemnification – The Donor indemnifies and holds the Provider Agency harmless for any loss or disallowance of reimbursement that the Provider Agency may suffer due to the inaccuracy of any statement made in this agreement by the Donor.

11. Audit – The Donor agrees to cooperate in any audit of the source of the Donated Resources. An audit may be conducted by or on behalf of the Provider Agency, the Department, or the federal government.

The Donor understands that such an audit may include the sources of cash and/or In-Kind Contributions. The Donor further understands that it is responsible for maintaining sufficient documentation to support each kind of donation.

12. Entire Agreement – This document contains all the terms and conditions agreed to by the Provider Agency and the Donor. Any amendment or modification of this agreement must be approved by the Department.

BY:		BY:	
	Signature of Donor's Authorized Representative		Signature of the Provider Agency's Authorized Representative

NAME:	Lisa A. Cerny	NAME:	Lisa A. Cerny
TITLE:	Director	TITLE:	Director
DONOR:	The G.C. Division of Human & Disability Services	PROVIDER AGENCY:	The G.C. Division of Human & Disability Services
DONOR ADDRESS:	Budd Boulevard Complex 115 Budd Boulevard West Deptford NJ 08096	PROVIDER ADDRESS:	Budd Boulevard Complex 115 Budd Boulevard West Deptford NJ 08096
PHONE NUMBER:	856-384-6870	PHONE NUMBER:	856-384-6870
DATED:	12/21/2016	DATED:	12/21/2016

Donor Agreement # 17 ANHS

## Attachment A

### In-Kind Contributions

List the total In-Kind Contributions applicable to each budget category. A detailed description of the In-Kind for each budget category is to be attached.

A.	Personnel Services	\$6,700	
B.	Consultants and Professional Fees		
C.	Materials and Supplies		
D.	Facility Costs		
E.	Specific Assistance to Clients		
F.	Other		
<b>TOTAL IN-KIND CONTRIBUTIONS</b>		<b>\$6,700</b>	

Donor Agreement # 17 ANHS

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

STANDARD LANGUAGE DOCUMENT  
FOR SOCIAL SERVICE AND TRAINING CONTRACTS

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

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

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

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

**I. DEFINITIONS**

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

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

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

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

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

Departmental Component means the Division, Bureau, Commission, Office or other Unit within the Department responsible for the negotiation, administration review, approval, and monitoring of certain social service or training Contracts.

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

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

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

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

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

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

**II. BASIC OBLIGATIONS OF THE DEPARTMENT**

Section 2.01 Payment. As established in the Annex(es), payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the Department in accordance with the time frames specified in the Annex(es). Total payments shall not exceed the maximum Contract amount, if any, specified in the Annex(es). All payments authorized by the Department under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.13 Audit or on the basis of any Department monitoring or evaluation of the Contract.

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

**III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY**

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

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

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

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

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

Failure to comply with the laws, rules and regulations referenced above shall be grounds for Termination of this Contract for cause.

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

Section 3.04 Business Associate Agreements and State Confidentiality Statues. DCF is a covered entity pursuant to the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C.A. §1320d et seq. (HIPAA); 45 CFR Parts 160 and 164. Before a Provider Agency obtains or is permitted to access, to create, maintain or store Protected Health Information (PHI) as part of its responsibility under this Contract, the Provider Agency shall first execute a Department of Children and Families Business Associate Agreement (BAA). A Provider Agency, whose work under this Contract does not involve PHI is not required to execute a BAA. DCF shall have the sole discretion to determine when a Provider Agency's work will involve PHI. Protected Health Insurance shall have the same meaning as in 45 CFR 160.103.

Provider Agencies that enter any subcontract where the work for the subcontract involves an individual's PHI shall require its subcontractor to execute a BAA that meets all the

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

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

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

Section 3.05 Business Registration.

**NOTE: This section does not apply to governmental agencies or non-profit organizations.**

The Provider Agency must have a valid Business Registration Certificate (BRC) issued by the Department of Treasury, Division of Revenue prior to the award of a contract in accordance with N.J.S.A. 52:32-44(b). No State Agency may Contract with a Provider Agency if the Provider has not filed for its incorporation papers or filed its annual business registration. Furthermore, no Provider Agency that Contracts with the Department shall enter into any subcontract unless the subcontractor can demonstrate that it is incorporated in the State of New Jersey and its annual business registration is current, and follows the provisions prescribed in this Standard Language Document. Failure to comply with this paragraph or the above-referenced citation will result in cause for the Department to Terminate this Contract.

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

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

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

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

Section 3.08 Provider Certification and Disclosure of Political Contributions.

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

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

If awarded a Contract, the Provider will, on a continuing basis, continue to report any Contribution it makes during the term of the Contract, and any extension(s) thereof. Failure to do so will result in Termination of the Contract and could result in the debarment from public contracting of the Provider for a period of up to five years.

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

Section 3.10 Equal Employment Opportunity. Pursuant to N.J.S.A. 10:5-31 *et seq.*, N.J.A.C. 17:27, during the performance of this Contract, the Provider Agency agrees as follows:

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

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- h. The Provider Agency or subcontractor agrees to make a good faith attempt to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract Compliance & EEO pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- i. The Provider Agency or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- j. The Provider Agency or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable State and federal law and applicable State and federal court decisions.
- k. The Provider Agency and subcontractor agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.
- l. The Provider Agency and its subcontractors shall furnish such reports or other documents to the Department from time to time in order to carry out the purposes of these regulations, and the Department shall furnish such information to the Department of Treasury, Division of Contract Compliance and EEO, as may be requested by the DCF for conducting a compliance investigation pursuant to Subchapter 10 of N.J.A.C.17:27.

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

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or

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

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

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

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

- a. Accurate, current and complete disclosure of the financial results of this Contract and any other contract, grant, program or other activity administered by the Provider Agency;
- b. Records adequately identifying the source and application of all Provider Agency funds and all funds administered by the Provider Agency. These records shall contain information pertaining to all contract and grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income;

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- c. Effective internal control structure over all funds, property, and other assets. The Provider Agency shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;
- d. Comparison of actual outlays with budgeted amounts for this Contract and for any other contract, grant, program or other activity administered by the Provider Agency;
- e. Accounting records supported by source documentation;
- f. Procedures to minimize elapsed time between any advance payment issued and the disbursement of such advance funds by the Provider Agency; and
- g. Procedures consistent with the provisions of any applicable Departmental policies and procedures for determining the reasonableness, allowability, and allocability of costs under this Contract.

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

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

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

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

The Provider Agency shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such

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records shall be made available to the New Jersey Office of the State Comptroller upon request.

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

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

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

**IV. TERMINATION**

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

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

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

Section 4.02 Default and Termination for Cause. If the Provider Agency fails to fulfill or comply with any of the terms or conditions of the Contract, in whole or in part, the

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Department may by Notice place the Provider Agency in default status, and take any action(s) listed in accordance with Department Policy DCF.P9.05, Contract Default. Notice shall follow the procedures established in the policy.

The above notwithstanding, the Department may immediately upon Notice Terminate the Contract prior to its expiration, in whole or in part, whenever it is determined that the Provider Agency has jeopardized the safety and welfare of the Department's clients, materially failed to comply with the terms and conditions of the Contract, or whenever the fiscal or programmatic integrity of the Contract has been compromised. The Notice of Termination shall state the reason for the action(s); the Provider Agency's informal review options, time frames, and procedures; the effective date of the Termination; and the fact that a request for a review of the decision for action(s) does not preclude the determined action(s) from being implemented.

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

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

**V. ADDITIONAL PROVISIONS**

Section 5.01 Application of New Jersey Law. This Contract shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey including the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the Law Against Discrimination (LAD) (N.J.S.A. 10:5-1 et seq.).

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

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

The Provider Agency may not subcontract any of the services that it has committed to perform or provide pursuant to this Contract without the prior written approval of the

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Department. Such consent to subcontract shall not relieve the Provider Agency of its full responsibilities under this Contract. Consent to the subcontracting of any part of the services shall not be construed to be an approval of said subcontract or of any of its terms, but shall operate only as an approval of the Provider Agency's request for the making of a subcontract between the Provider Agency and its chosen subcontractor. The Provider Agency shall be responsible for all services performed by the subcontractor and all such services shall conform to the provisions of this Contract.

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

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

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

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

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

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

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

Section 5.09 Recognition of Cultural Sensitivity. The Provider Agency agrees in the performance of this Contract to be sensitive to the needs of the minority populations (as described in section 3.10a of this policy) of the State of New Jersey. This sensitivity includes the employment, if possible, of a culturally diverse staff that can communicate with, and be representative of the entire community it serves.

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

Section 5.10 Copyrights. The Department of Children and Families reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use any work or materials developed under a Department or federally funded Contract or subcontract. The Department also reserves the sole right to authorize others to reproduce, publish, or otherwise use any work or materials developed under said Contract or subcontract.

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

Section 5.12 Sufficiency of Funds. The Provider Agency recognizes and agrees that both the initial provision of funding and the continuation of such funding under the Contract is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of the Department to make any payment under its Contract with the Provider Agency or to observe and adhere to its performance obligation under the Contract as a result of the failure of the Legislature to appropriate the funds necessary to do so shall not constitute a breach of the Contract by the Department or default thereunder and the Department shall not be held financially liable therefore. In addition, future funding shall not be anticipated from the Department beyond the duration of the Contract with the

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Provider Agency and in no event shall the Contract be construed as a commitment by the Department to expend funds beyond the Termination date set therein.

Section 5.13 Collective Bargaining. State and federal law allows employees to organize themselves into a collective bargaining unit.

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

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

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

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

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

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

Section 5.15 Executive Order No. 189. Executive Order No. 189 establishes the expected standard of responsibility for all parties that enter into a Contract with the State of New

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Jersey. All such parties must meet a standard of responsibility that assures the State and its citizens that such parties will compete and perform honestly in their dealings with the State and avoid conflicts of interest.

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

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

No Provider Agency may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Provider Agency to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

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

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

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

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CONTRACT SIGNATURES AND DATES

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

This Contract contains 17 pages and is the entire agreement of the parties. Oral evidence tending to contradict, amend or supplement the Contract is inadmissible; the parties having made the Contract as the final and complete expression of their agreement.

BY: \_\_\_\_\_  
(Signature)

Robert M. Damminger  
\_\_\_\_\_  
(Type)

TITLE: Freeholder Director  
\_\_\_\_\_  
(Type)

PROVIDER AGENCY: G.C. Board of Chosen  
Freeholders  
\_\_\_\_\_

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

Contract Effective Date: January 1, 2017  
\_\_\_\_\_

Contract Expiration Date: December 31, 2017  
\_\_\_\_\_

Contract Number: 17ANHS  
\_\_\_\_\_

Contract Ceiling: \$67,004.00  
\_\_\_\_\_

Federal ID#: 21-6000660  
\_\_\_\_\_

Provider Contact Individual: Calvin D. Mc Farland Jr.  
\_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

Juanita Byrd  
\_\_\_\_\_  
(Type)

TITLE: Business Manager / SBO  
\_\_\_\_\_  
(Type)

DEPARTMENTAL COMPONENT: \_\_\_\_\_

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

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BY: \_\_\_\_\_  
(Signature)

Robert M. Damminger  
\_\_\_\_\_  
(Type)

BY: \_\_\_\_\_  
(Signature)

Juanita Byrd  
\_\_\_\_\_  
(Type)

TITLE: Freeholder Director  
\_\_\_\_\_  
(Type)

TITLE: Business Manager / SBO  
\_\_\_\_\_  
(Type)

PROVIDER AGENCY: G.C. Board of Chosen  
Freeholders  
\_\_\_\_\_

DEPARTMENTAL COMPONENT: \_\_\_\_\_

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

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

Contract Effective Date: January 1, 2017  
\_\_\_\_\_

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STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

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BY: \_\_\_\_\_  
(Signature)

Robert M. Damming  
(Type)

TITLE: Freeholder Director  
(Type)

PROVIDER AGENCY: G.C. Board of Chosen Freeholders

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

Contract Effective Date: January 1, 2017

Contract Expiration Date: December 31, 2017

Contract Number: 17ANHS

Contract Ceiling: \$67,004.00

Federal ID#: 21-6000660

Provider Contact Individual: Calvin D. Mc Farland Jr.

BY: \_\_\_\_\_  
(Signature)

Juanita Byrd  
(Type)

TITLE: Business Manager / SBO  
(Type)

DEPARTMENTAL COMPONENT: \_\_\_\_\_

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

Certification Regarding Debarment, Suspension, Ineligibility and  
Voluntary Exclusion Lower Tier Covered Transactions

READ THE ATTACHED INSTRUCTIONS BEFORE SIGNING THIS CERTIFICATION.  
THE INSTRUCTIONS ARE AN INTEGRAL PART OF THE CERTIFICATION.

1. The prospective lower tier participant certifies, by submission of this Certification, 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. The provider certifies, by submission of this Certification, that neither it nor its principals is presently disqualified, debarred, or suspended from doing business within the State of New Jersey, pursuant to Executive Order#34-1976. 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 of Provider Agency  
County of Gloucester

\_\_\_\_\_  
Printed Name and Title of Authorized Representative  
Robert M. Damminger, Freeholder Director

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

State of New Jersey  
DEPARTMENT OF CHILDREN AND FAMILIES

BUSINESS ASSOCIATE AGREEMENT between the New Jersey Department of Children and Families and Gloucester County D.H.S./HSAC (Agency/Vendor.) for Contract Number 17ANHS .

This Business Associate Agreement sets forth the responsibilities of Gloucester County D.H.S./HSAC (Business Associate), with an address of 115 Budd Boulevard, Route 45 & Budd Boulevard, Woodbury, NJ 08096 and the New Jersey Department of Children and Families, as a **Covered Entity**, in relationship to Protected Health Information (PHI), as those terms are defined and regulated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations adopted there under by the Secretary of the United States Department of Health and Human Services, with the intent that the Covered Entity shall at all times be in compliance with HIPAA and the underlying regulations.

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

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

**A. Definitions:**

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

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

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

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

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

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

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

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

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

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

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

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

**D. Term of Business Associate Agreement**

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

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

- b. Immediately terminate the Contract and require that Business Associate fully comply with the procedures specified in subsection 3, below, if Business Associate has breached a material term of this Agreement and Covered Entity has determined, in its sole discretion, that cure is not possible, or
  - c. If neither termination nor cure is feasible, as determined by Covered Entity in its sole discretion, Covered Entity shall report the violation to the Secretary.
3. Effect of Breach of this Agreement.
- a. Except as provided in paragraph b of this section, upon termination of the Contract for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.
  - b. Business Associate shall provide Covered Entity with a certification, within 30 days, that neither it nor its subcontractors or agents maintains any PHI in any form, whether paper, electronic or film, received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. Covered Entity shall acknowledge receipt of such certification and, as of the date of such acknowledgement, this Agreement shall terminate.
  - c. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Covered Entity shall have the discretion to determine whether it is feasible for the Business Associate to return or destroy the PHI. If Covered Entity determines it is feasible, Covered Entity shall specify the terms and conditions for the return or destruction of PHI at the expense of Business Associate. Upon Covered Entity determining that Business Associate cannot return or destroy PHI, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

#### **E. Indemnification and Release**

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

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

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

#### **F. Miscellaneous**

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

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

Business Associate:        Gloucester County D.H.D.S./HSAC  
115 Budd Boulevard, Woodbury, NJ 08096

Facsimile #                856-384-6870

Covered Entity:        1.    Privacy Officer  
  
   Department of Children and Families  
   101 South Broad Street  
   7<sup>th</sup> Floor, PO 975  
   Trenton, NJ 08625  
   ATTN: HIPAA Privacy Officer

Facsimile#                (609) 292-3931

   2.    DCF Business Manager  
  
   4 Echelon Plaza, 1<sup>st</sup> Floor, 201 Laurel Road  
   Voorhees, NJ 08043

Facsimile#                (856) 770-1349

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

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

Covered Entity:

Business Associate:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Juanita Byrd  
Printed Name

Robert M. Damming  
Printed Name

Business Manager / SBO  
Title

Freeholder Director  
Title

DCF  
Agency

Gloucester County D.H.S./HSAC  
Agency

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

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

**SOURCE DISCLOSURE CERTIFICATION FORM**

Contractor: Gloucester County Board of  
Chosen Freeholders

Contract Number: 17ANHS

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

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

**Instructions:**

List every location where services will be performed by the Contractor and all Subcontractors.  
If any of the services cannot be performed within the United States, the Contractor shall state, with specificity the reasons why the services cannot be so performed. Attach additional pages if necessary.

Contractor and/or Subcontractor	Description of Services	Performance Location By Country	Reasons Why Services Cannot be Performed in US

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

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

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

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

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

Contractor:  
Gloucester County  
D.H.S./HSAC  
Name of Organization or Entity

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

Title: Freeholder Director

Print Name: Robert M. Damminger

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



**New Jersey State Policy Prohibiting  
Discrimination in the Workplace**

**AND**

**Procedures for Processing Internal Complaints Alleging  
Discrimination in the Workplace**

**ACKNOWLEDGEMENT OF RECEIPT**

The State of New Jersey is committed to providing every employee with a workplace free from unlawful discrimination.

The "New Jersey State Policy Prohibiting Discrimination in the Workplace" (*State Policy*) applies to state employees and agencies. This policy applies to both conduct that occurs in the workplace and conduct that occurs at any location which can be reasonably regarded as an extension of the workplace (any field location, any off-site business-related social function, or any facility where State business is being conducted and discussed). This policy is being distributed to State-wide vendors/contractors with whom a State agency has a direct relationship. Vendors/contractors are requested to become familiar with the policy, and with the "Procedures for Internal Complaints Alleging Discrimination in the Workplace" (*Procedures*).

Any questions you may have about the *State Policy* or *Procedures* should be directed to Jillian Hendricks, Director of the Office of EEO/AA at 609-888-7177, or an email sent to [dcfeeo@dcf.state.nj.us](mailto:dcfeeo@dcf.state.nj.us).

Please sign this Acknowledgement of Receipt form to confirm receipt of the updated *State Policy* and *Procedures*. Please return this form to:

Department of Children and Families  
Office of Equal Employment Opportunity and Affirmative Action  
50 East State Street, 4<sup>th</sup> Floor  
P. O. Box 717  
Trenton, NJ 08625-0717

Agency Name: County of Gloucester Board of Chosen Freeholders

Agency Address: 2 South Broad Street  
Woodbury, N.J. 08096

Director/CEO Name (Print): Robert M. Damminger

Title: Freeholder Director

Signature of Director/CEO: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Revised 7/9/2012

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: 17ANHS

Bidder/Offeror: COUNTY OF GLOUCESTER

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

**OR**

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	
_____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

**ADD AN ADDITIONAL ACTIVITIES ENTRY**

Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that the State of New Jersey is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): ROBERT M. DAMMINGER

Signature: \_\_\_\_\_

**Do Not Enter PIN as a Signature**

Title: FREEHOLDER DIRECTOR

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

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM**

Solicitation Number: 17ANHS

Bidder/Offeror: COUNTY OF GLOUCESTER

**PART 1: PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR "NO" BOX.**

PLEASE REFER TO THE PERSONS AND/OR ENTITIES LISTED ON YOUR OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THE QUESTIONS BELOW.

NON-PROFIT ENTITIES: PLEASE LIST ALL OFFICERS/DIRECTORS IN PART 2 OF THIS FORM. YOU WILL BE REQUIRED TO ANSWER THE QUESTIONS BELOW WITH RESPECT TO THESE INDIVIDUALS.

- |   | YES                      | NO                                  |
|---|--------------------------|-------------------------------------|
| 1. Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), any other state or the U.S. Government?                                  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Are there currently any pending-criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

IF ANY OF THE ANSWERS TO QUESTIONS 1-4 ARE YES, PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.  
IF ALL OF THE ANSWERS TO QUESTIONS 1-4 ARE NO, PLEASE READ AND SIGN THE FORM BELOW. NO FURTHER ACTION IS NEEDED.  
IF YOU ARE A NON-PROFIT, YOU MUST DISCLOSE ALL OFFICERS/DIRECTORS IN PART 2 BELOW.

**PART 2: PROVIDING ADDITIONAL INFORMATION**

For Questions 1-4 answered "YES", you **must** provide a detailed description of any investigation or litigation, including but not limited to administrative complaints or other administrative proceedings, involving public sector clients during the past 5 years. This description must include the nature and status of the investigation, and for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and if applicable, disposition. Please provide this information in the box labeled "Additional Information" below. The box will prompt you to provide the information referenced above. Please provide thorough answers to each question. Click on the "Add Additional Information" button below the box if you need to make additional entries.

Non-profit bidder/offers must disclose the individuals serving as officers or directors for purposes of this form. Please indicate all individuals acting in either capacity by providing the information located in the "Officers/Directors" box. If additional entries are needed, click the "Add an Officer/Director Entry" button.

**Once all required information has been disclosed, complete the certification beneath the "Additional Information" section below. Failure to complete this form may render your proposal non-responsive.**

### Additional Information

Person or Entity \_\_\_\_\_ Date of Inception: \_\_\_\_\_

Current Status \_\_\_\_\_

Brief Description \_\_\_\_\_

Caption of Action (if applicable) \_\_\_\_\_ Disposition of Action (if applicable) \_\_\_\_\_

Bidder/Offeror Contact Name \_\_\_\_\_

Contact Phone Number \_\_\_\_\_

Add Additional Information

Delete Entry

### Officers/Directors

Name: \_\_\_\_\_

Title \_\_\_\_\_ DOB \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone \_\_\_\_\_ E-Mail \_\_\_\_\_

Add An Additional Officer/Director Entry

Delete Entry

Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that the State of New Jersey is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract (s) resulting from this certification void and unenforceable.

Full Name (Print): ROBERT M. DAMMINGER Signature: \_\_\_\_\_

Do Not Enter PIN as a Signature

Title: FREEHOLDER DIRECTOR Date: \_\_\_\_\_

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

# ANNEX A

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

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

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

- |  |           |
|--|-----------|
| 1. <u>Human Services Planning Grant</u>            | 11. _____ |
| 2. <u>Commission On Missing And Abuse Children</u> | 12. _____ |
| 3. <u>Pregnancy Prevntion</u>                      | 13. _____ |
| 4. _____   | 14. _____ |
| 5. _____   | 15. _____ |
| 6. _____   | 16. _____ |
| 7. _____   | 17. _____ |
| 8. _____   | 18. _____ |
| 9. _____   | 19. _____ |
| 10. _____  | 20. _____ |

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

**Section 2.1 Program Name and Service Delivery Information**

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

**Section 2.2 Program Description**

**Section 2.3 Performance Outcomes**

**Section 2.4 Personnel Information Sheet**

**Section 2.5 Level of Service Form**

GENERAL  
CONTRACT  
INFORMATION

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

**CONTRACT SUMMARY SHEET**

**Provider Agency** G.C. Board Of Chosen Freeholders **Contract #** 17ANHS  
**Mailing Address** P.O. Box 337 **Federal ID** 21-6000660  
Woodbury, New Jersey  
08096  
**Telephone Number** 856 - 853 -3391  
**Provider Agency Fiscal Year End** 12/31/2017

**Contract Effective Date** 01/01/2017 to 12/31/2017 **Contract Ceiling** \$67,004

**Organization Type**

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

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

**All notices relevant to this contract should be sent to:**

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

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

**INSTRUCTIONS FOR COMPLETING THE CONTRACT PACKAGE**

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

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

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

Do not include organizational tabs, dividers or separation sheets.

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

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

**Contract Summary Sheet**

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

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

**Mailing Address:** Enter the mailing address of the Managing Agency

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

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

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

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

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

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

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

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

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

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

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

CONTRACT ADMINISTRATOR: Magdalena Myles

CONTRACT NUMBER: 17ANHS

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

CONTRACT PERIOD: 01/01/2017 TO 12/31/2017

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

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

2001, Chapter 134) (DCF.P2.01)				
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Rev.7/1/2012

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

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

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

Supporting Information for Contract #: 17ANHS

Contract Period: 01/01/2017 to 12/31/2017

Agency: G.C. Board Of Chosen Freeholders

**Certification:**

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

Robert M. Damminger, Freeholder Director

\_\_\_\_\_  
Chair, Board of Directors  
(Original signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director  
(Original signature)

\_\_\_\_\_  
Date

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

Pete Mercanti  
Name

Purchasing Agent  
Title

Tracey N. Giordano  
Name

Treasurer  
Title

Robert M. Damminger  
Name

Freeholder Director  
Title

## STANDARDIZED BOARD RESOLUTION FORM

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

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

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

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

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

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

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

### 2. Legal Advice

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

### 3. Public Law 2005, Chapter 51

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

### 4. Public Law 2005, Chapter 92

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



# SECTION 1

## AGENCY INFORMATION

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

SECTION 1

Agency Information Instructions

Section 1.1: Authorized Signatures

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

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

Section 1.2: Agency/Organization Description

Answer and clearly label all questions as outlined.

Section 1.3: Agency Personnel Information

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

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

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

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

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

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

Contract Number: 17ANHS

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

**Annex A  
AUTHORIZED SIGNATURES  
Section 1.1**

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

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

Submitted by:

Primary Signatory: Robert M. Damming Title: Freeholder Director

Original Signature: \_\_\_\_\_ Date: \_\_\_\_\_

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
AGENCY/ORGANIZATION DESCRIPTION  
Section 1.2

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

1. Summarize the agency's purpose and mission.
  - Indicate long and short term goals
  - Identify the agency's method for goal measurement

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

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

- A. Improve Administrative and Service Efficiency
  1. Continue the use and the implementation of performance standards in the Management Assistance Program, reviewing all purchase of service contracts.
  2. Based on local needs and available resources, influence the use of dollars and said resources to provide the best quality of services possible.
  3. Review and comment on human service proposals, attempting to fill gaps in service and promote new and/or innovative services approaches.
  4. Use comprehensive planning as a management tool to develop resource allocation plans designed to improve service delivery.
- B. Improved Relationship with the State
  1. Improved communication and coordination related to planning, review, policy setting and evaluation.

Agency/Organization Description continued

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

C. Protection of vulnerable and Disabled Populations

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

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

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

A. Comprehensive Planning

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

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

B. Allocation of Resources

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

C. Review of Contracts

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

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

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

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

Agency/Organization Description continued

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

Levels of Service

A. Planning

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

B. Resource Allocation

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

C. Resource Information

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

D. Contract Review

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

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

Submission of the 2015 the G.C. Homelessness Continuum of Care Application to US. Department of Housing and Urban Development.

Completion of the 2015 Annual Homelessness Assessment Report for US Department of Housing and Urban Development.

Submission of the 2015 Spending Plan for The Emergency Food and Shelter Grant to the Federal Emergency Management Agency.

Completion of the 2015 Point in Time Homelessness Survey.

On Going monitoring and contract review of County SSBG, Social Services for the Homeless and Emergency Food and Shelter Grant contracts for FY 2015.

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

Development of funding and contract recommendations for the CY2016 Social Services for the Homeless Grant

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

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

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

Agency/Organization Description continued

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

None at this time

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

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

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

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
CORE AGENCY PERSONNEL INFORMATION  
Section 1.3

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

Annex A  
CORE AGENCY PERSONNEL INFORMATION  
Section 1.3

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO		
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Program Analyst	Rick Gaydos	7:30	3:30	BA	HSAC Lead Staff
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Sr Program Analyst	Calvin D. Mc Farland Jr	8:30	5:00	BS	HSAC Planning & Allocations
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Accountant	Donna Cuccetta	8:30	4:00	BA	Bookkeeper
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Clerical	New Hire	8:30	5:00		Clerical Support
<input type="checkbox"/> FT <input type="checkbox"/> PT						
<input type="checkbox"/> FT <input type="checkbox"/> PT						
<input type="checkbox"/> FT <input type="checkbox"/> PT						
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<input type="checkbox"/> FT <input type="checkbox"/> PT						
<input type="checkbox"/> FT <input type="checkbox"/> PT						

# SECTION 2

## PROGRAM INFORMATION

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

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

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

## SECTION 2

### Program Description and Service Delivery Information

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

#### Section 2.1: Program Name and Service Delivery Information

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

#### Section 2.2: Program Description

Answer and clearly label all questions as outlined.

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

#### Section 2.3: Performance Outcomes

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

#### Section 2.4: Program Personnel Information Sheet

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

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

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

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

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

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

### **Section 2.5: Level of Service Form**

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

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

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

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

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

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

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

**Column 1:** Select Month from drop down menu. Month 1 should reflect 1<sup>st</sup> month of Contract.

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

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

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

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
PROGRAM DESCRIPTION  
Section 2.2

Program Name: Childrens Interagency Coordinating Council - Ciacc

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

Label all answers clearly as outlined below:

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

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

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

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

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

The CIACC provides a forum to:

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

Program Description cont.

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

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

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

CIACC does not provide direct services.

**5. Detail how customers access services.**

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

CIACC does not provide direct services

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

Not Applicable

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

Not Applicable

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

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

Not Applicable

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
PERFORMANCE OUTCOMES  
Section 2.3

Program Name: Children Inter Agency Coordinating Council

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

**GOALS:**

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

**OBJECTIVES:**

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

**ACTIVITIES:**

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

**PERFORMANCE OUTCOMES:**

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

Children Inter Agency Coordinating  
Council

Program Name:

PERFORMANCE OUTCOMES

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

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

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

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

**Annex A  
LEVEL OF SERVICE  
Section 2.5**

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

*Numbers should reflect unduplicated service counts*

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

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
PROGRAM DESCRIPTION  
Section 2.2

Program Name: G.C. Hsac

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

Label all answers clearly as outlined below:

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

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

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

The G.C. HSAC assists in the coordination and planning of services for the various at risk populations of our county. Dealing with services for children, youth, adults, developmental disabilities, homelessness, mentally ill, etc.

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

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

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

Program Description cont.

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

B. Allocation of Resources

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

C. Review of Contracts -

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

4. **Describe the program approach and method of service delivery.**

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

A. Improve Administrative and Service Efficiency

1. Continue the use and the implementation of performance standards in the Management Assistance Program, reviewing all purchase of service contracts.
2. Based on local needs and available resources, influence the use of dollars and said resources to provide the best quality of services possible.
3. Review and comment on human service proposals, attempting to fill gaps in service and promote new and/or innovative

services approaches.

4. Use comprehensive planning as a management tool to develop resource allocation plans designed to improve service delivery.

B. Improved Relationship with the State

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

C. Protection of vulnerable and Disabled Populations

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

5. Detail how customers access services.

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

Program Description cont.

The HSAC does not provide Direct Services to the Public.

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

The Gloucester County HSAC meets the third Thursday of each month at 4pm at the G. C. Budd Boulevard Complex located at 115 Budd Boulevard West Deptford NJ. Our Offices are located just outside the City of Woodbury on Route 45. We are handicapped accessible and located within walking distance of the major buss route.

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

Non Applicable

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

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

Non Applicable

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
SERVICE OUTCOMES  
Section 2.3

Program Name: G.C. Hsac

For each program component please identify goals, objectives, activities, outcomes, supporting documentation and reporting timeframes using the following definitions and template:

**GOALS:**

Goals articulate the desired results or end point that DCF expects will be achieved through the provision of contracted services. Goal statements speak to the overarching impact that services will have on recipients over a period of time that may reach beyond the contract term.

**OBJECTIVES:**

Objectives define services in qualitative terms. They detail the purpose of program activities and impart a clear understanding of contracted services. Objectives are short term milestones to be achieved during the contract period; they are easy to understand, specific, attainable and they reflect the overarching goals of the program component.

**SERVICE ACTIVITIES:**

Service Activities specify the tasks performed to achieve the identified goals and objectives. They reflect program operations and functionally define contracted services. All service activities are tangible, observable and measurable.

**OUTCOMES:**

Outcomes quantify the program's impact on the target population. They are tied directly to program goals rather than to each objective or service activity. Benchmarks are established to indicate successful program performance in achieving the specified goals. Outcomes may be attainable during the contract period or it may be necessary to track impact data at intervals that extend beyond the contract term (i.e. follow-up data obtained 1 year post discharge).

**REPORTING:**

This section is still under development and should remain blank

**SUPPORTING DOCUMENTATION:**

Supporting documentation refers to any source documents, records or data that reasonably prove or verify outcome reporting. Supporting documentation is retained on file and available for inspection as part of contract monitoring and auditing procedures.

Program Name: G.C. HSAC

**Annex A**  
**SERVICE OUTCOMES**  
**Section 2.3**

GOALS	OBJECTIVES	SERVICE ACTIVITIES	OUTCOMES	REPORTING	SUPPORTING DOCUMENTATION
<p>Improve Administrative and Service Efficiency</p>	<p>1. Comprehensive Planning 2. Contact Monitoring</p>	<p>1. Continue the use and the implementation of performance standards in the Management Assistance Program, reviewing all purchase of service contracts, standards in the Management Assistance Program, reviewing all purchase of service contracts. 2. Based on local needs and available resources, influence the use of dollars and said resources to provide the best quality of services possible. 3. Review and comment on human service proposals, attempting to fill gaps in service and promote new and/or innovative services approaches. 4. Use comprehensive planning as a management tool to develop resource allocation plans.</p>	<p>na</p>	<p>na</p>	<p>na</p>

Improved Relationship with the State	<ol style="list-style-type: none"> <li>1. Participation in Various State and Federal meetings</li> <li>2. Making Educational Recommendations on County needs to State Departments and State, County and Federal Elected officials</li> </ol>	<ol style="list-style-type: none"> <li>1. Improved communication and coordination related to planning, review, policy setting and evaluation.</li> <li>2. Work with the NJ Department of Children and Families to clarify the respective roles of County and State with respect to planning, policy setting and evaluation.</li> <li>3. Encourage citizen's participation in planning for health and human services in the public/private sectors.</li> </ol>	na	na	na
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GOALS	OBJECTIVES	SERVICE ACTIVITIES	OUTCOMES	REPORTING	SUPPORTING DOCUMENTATION
Protection of Vulnerable and Disabled Populations	<ol style="list-style-type: none"> <li>1. Meeting regularly with other boards and commissions and educating our state partners on local needs.</li> <li>2. Resource Allocation</li> </ol>	<ol style="list-style-type: none"> <li>1. Address the problems of child abuse and missing within Gloucester County through the following activities:               <ol style="list-style-type: none"> <li>a) Arrange education programs for parents and children.</li> <li>b) Provide information concerning the available services in the County and State.</li> <li>c) Coordinate the provision of services and programs concerning child abuse and</li> </ol> </li> </ol>	na	na	na



GOALS	OBJECTIVES	SERVICE ACTIVITIES	OUTCOMES	REPORTING	SUPPORTING DOCUMENTATION

