

COP

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
YOUTH ADVOCATE PROGRAMS, INC.**

**THIS CONTRACT** is made effective the 1 day of April, 2023, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **YOUTH ADVOCATE PROGRAMS, INC.**, with offices at 603 N. Broad Street, Suite 211, Woodbury, New Jersey 08096, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there is a need to provide to the youth of Gloucester County, referred through local family courts, Juvenile Probation, Family Court Crisis Intervention Unit (FCIU), Mobile Crisis Response & Stabilization Units, local law enforcement agencies, and self-referrals, various mentoring services; and

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

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

**TERMS OF AGREEMENT**

1. **TERM.** The term of this Contract is for the period of one year, from January 1, 2023 to December 31, 2023.
2. **COMPENSATION.** The County agrees to compensate the Contractor in an amount not to exceed \$15,000.00, pursuant to Contractor's proposal, attached hereto as Attachment A.

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in Attachment A, which is incorporated in its 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 this contract to comply with, all of the requirements of any specifications.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of the bid documents and/or in the request for proposals, if any, as the case may be.

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, sex, veteran status or military service. 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, sex, veteran status or military service. 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, sex, veteran status or military service.

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.

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

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

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

except as may otherwise be stipulated in a written statement by the County.

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

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

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

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

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

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is

prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

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

14. **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.

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. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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 Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

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

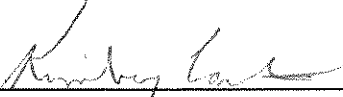
22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

23. **CONTRACT PARTS.** This contract shall consist of this document and the Contractor's proposal, attached hereto as Attachment A. If there is a conflict between this Contract or the Attachment A documents, then this Contract shall control.

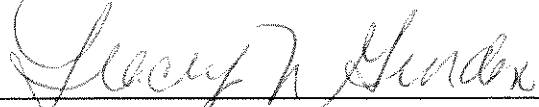
IN WITNESS WHEREOF, pursuant to N.J.S.A. 40A:11-3, and authorized by Resolution, the County has caused this instrument to be signed by its Chief Financial Officer, and attested by its Purchasing Agent, and Contractor has caused this instrument to be signed and attested by its properly authorized representatives.

THIS CONTRACT is dated this 10<sup>th</sup> day of March, 2023.

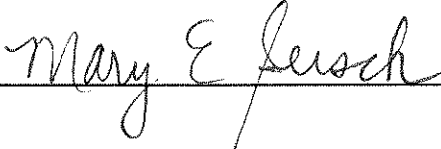
ATTEST:

  
\_\_\_\_\_  
Kimberly Larter,  
Qualified Purchasing Agent

COUNTY OF GLOUCESTER

  
\_\_\_\_\_  
Tracey N. Giordano,  
Treasurer/CFO

ATTEST:

  
\_\_\_\_\_  
Mary E. Lersch

YOUTH ADVOCATE PROGRAMS, INC.

  
\_\_\_\_\_  
Name: Richard L. Stottlemeyer II  
Title: CFO

## **ATTACHMENT A**

**COUNTY OF GLOUCESTER 2022**  
**YOUTH SERVICES COMMISSION, DIVISION OF HUMAN & DISABILITY SERVICES**

|   |   |   |  |
|---|---|---|--|
| Service Category Applying For   | <b>Disposition</b>  |   |  |
| Incorporate Name of Applicant   | Youth Advocate Programs, Inc. – Gloucester YAP  |   |  |
| Type:   | <input type="checkbox"/> Public School  | <input type="checkbox"/> Local government | <input checked="" type="checkbox"/> Non-Profit |
| Federal I.D. Number:  | 23-1977514  |   |  |
| Address of Applicant:   | National: 2007 N Third Street, Harrisburg, PA 17102   |   |  |
|   | Local: 603 N Broad Street, Suite 211, Woodbury, NJ 08096  |   |  |
| Address of Service(s):  | Services will be provided in the communities and neighborhoods where the youth and families reside.   |   |  |
| Dates of Service(s):  | January 1, 2023 to December 31, 2023  |   |  |
| Contact Person and Phone #:   | Stephanie Moore, Southern/Central NJ Regional Director of Operations, (856) 630-1691 <u>or</u> Carla Powell, Chief of Development at (334) 324-7510 |   |  |
| Total Dollar Amount Requested:  | <b>\$15,000</b>   |   |  |
| Total Number of Unduplicated youth serviced   | <i>Up to 15</i>   |   |  |
| Email address of contact person (required): <u>smoore@yapinc.org</u> or <u>dev@yapinc.org</u>   |   |   |  |
| Brief Description of Proposed Services:   |   |   |  |
| Gloucester YAP will provide up to 15 youth annually with individualized, wraparound mentoring services. Pre-and Post-Disposition youth will be referred through local Family Courts, Juvenile Probation, Family Court Crisis Intervention Unit (FCIU), and Mobile Crisis Response & Stabilization Units, local law enforcement agencies and self referrals. Youth will receive up to three (3) hours of services per week provided by a trained Senior Advocate based on their individual need. |   |   |  |
| Authorized Voucher Signature: Name/Title  | Jeffrey Fleischer, Chief Executive Officer  |   |  |
| Signature:  |   |   |  |



## PROGRAM DESCRIPTION

Please complete the Program Description Section by answering each of the questions listed below. While answering the questions please keep in mind the document will be reviewed by the funding oversight committee and questions may be asked to provide clarity. Please be specific. Add additional sheets as needed.

### **1 PROJECT/PROGRAM DESCRIPTION:**

#### **A.) Overview**

1. Describe the agency's experience working and staff's knowledge with juveniles at risk of involvement in Family Court and/or programs to prevent delinquency and promote compliance.

For over 45 years, Youth Advocate Programs, Inc. (YAP), a COA accredited nonprofit, has provided communities with outcomes-driven and cost effective alternatives to placement to incarceration and out-of-home placement. YAP uses a strength-based service model and evidence-based practices and interventions to reduce recidivism and equip youth with the life skills, competencies and positive supports to succeed within their home and community. Thus, our goal is to *"Strengthen Communities one Biography at a Time."*

YAP currently serves over 20,000 youth and families annually in over 100 urban, rural, and suburban communities across 29 states and Washington, DC. YAP's clients increasingly are multi-system involved and our programs have expanded to meet these needs. YAP provides a range of programming for youth and families involved in the juvenile justice, child welfare, behavioral health and other systems as well as programs for cross-system involved young people and families. YAP also provides substance use prevention/intervention and employment services.

YAP has decades of experience working in partnership with state and local governments to provide services targeting every level of involvement with the juvenile justice system. YAP's core juvenile justice programming includes prevention, diversion, detention alternatives, dispositional alternatives, reentry/aftercare, gang prevention/intervention, credible messenger, violence reduction, and commercial sexual exploitation of children (CSEC).

YAP began providing services in New Jersey in 1978 through a contract with the Department of Youth and Family Services (DYFS) in Camden County. Over the next 42 years, YAP programming expanded throughout the Southern, Central, Metro and Northern Regions. Today, YAP is a key agency in New Jersey working with young people and families with the most complex needs. YAP provides juvenile justice, child welfare, and behavioral programs in New Jersey to over 1,000 clients at any given time.

New Jersey YAP staff is well trained, knowledgeable, and highly experienced in delivering services to juvenile justice involved youth and families in Gloucester County. YAP Program Director, Jennifer Rodriguez, MSW, YAP Director of Gloucester and Salem Counties, has delivered services since 2006. With extensive experience with high-risk, high-needs youth she oversees the services delivered to over 80 YAP youth and families at any given time, the majority with some involvement with Family Court. Ms. Rodriguez is experienced with the processing and regulations involved with Family Court and has developed and maintained an outstanding relationship working with the Courts. She will train, mentor, and manage the YAP staff assigned

to this project. All YAP staff are required to receive at least 20 hours a year of annual training. During their first year of hire, they must complete the Basic Advocacy Training (BAT), a 9 course curriculum certified by Rutgers University, which provides 18 professional CEUs. The training includes YAP's integrity compliance plan, which staff must receive re-certification in annually. The agency is continually working to help staff improve skills through an ongoing training and development program. YAP is well-versed in trauma informed care specialized trainings as well.

Ms. Rodriguez is supervised by Southern/Central NJ Regional Director of Operations Stephanie Moore, who has provided services to New Jersey's highest risk youth and families for over 24 years. Serving in the capacity of Program Director, to Quality Assurance and Improvement and currently as Regional Director of Operations. Ms. Moore has a long standing relationship with NJ Family Court systems, DCF, and all referring authorities.

**B) Specific Project/Program**

Describe the specific service component for requested funds.

Gloucester YAP is proposing to provide mentoring services to pre-and post-disposition Gloucester County youth that will offer community-based and culturally competent programming aimed at reducing recidivism for participating youth emphasizing the YAP Advocate model. YAP services are tailored to individual needs with a focus on building youth skills, competencies, and positive connections while also ensuring youth abide by court ordered requirements. The Gloucester YAP Mentoring Disposition Program incorporates individual and family mentoring services to effectively reduce the likelihood of continued delinquency. Services will be provided in the family homes and community settings where youth reside and will be provided at days and times of highest need.

The YAP Advocate model is based on a caring and trusting relationship between a positive adult role model, referred to as an Advocate, the youth, and their family. YAP Advocates are extensively trained and supervised mentors, recruited from the communities where the referred youth live, who are paid both to deliver services themselves and to link youth and their families with other services that will help them to address the needs identified in a client's Individual Services Plan (ISP), developed at intake.

YAP's Senior Advocate will provide the initial intake with the youth and family. The Senior Advocate will meet with the youth and youth's parent/guardian and design the ISP to ensure safe engagement of the youth in the community without a subsequent arrest. The Senior Advocate will provide the youth with problem solving, conflict resolution (utilizing the Peaceful Alternatives to Tough Situations (PATTS) an evidence based curriculum), and other skills needed to diminish the behavior that caused the youth to be referred to the program and prevent future recidivism.

YAP will utilize two (2) Senior Advocates to provide all direct services including, providing one-on-one mentoring to the youth. The Senior Advocate is responsible for keeping accurate and timely records of youth progress and needs. The Senior Advocate will share this information with the Program Director and involve her in all concerns, safety, and potential emergency situations.

Traditionally, YAP provides individual and group services in a face to face setting. YAP will continue to provide services in this manner unless there are circumstances where face to face services cannot be provided due to national crisis, prolonged client/family illness, inclement

weather or other natural disasters. YAP will modify service delivery to youth and families to include tele-visits and/or virtual service delivery through video conferencing. YAP will do whatever it takes to ensure services are continued to our clients.

The Gloucester YAP Mentoring Disposition Program will serve up to four, pre-and post-disposition youth at any given time and up to 15 annually. Referred youth will receive up to four (4) months of mentoring services. YAP will utilize the Juvenile Justice Commission Monitoring Tool and will comply with reporting requirements in the Juvenile Automated Management (JAMS) reporting system and DIIDS. In addition, YAP will comply with all DAS licensing requirements and is an approved Medicaid provider.

### C) Rationale/Mission of Project/Program

Describe the need that is being addressed, the methods/ modalities to implement the program design and how it meets the need(s) of its identified target.

YAP's programs serving juvenile justice involved youth and families are successful at keeping more than 88% of our New Jersey youth arrest-free, living in the community, attending school regularly and involved in community activities and services. This success demonstrates our ability to provide services in Gloucester County.

All YAP programs focus on non-residential community-based programming utilizing a strength-based, "wraparound" model. Our service approach is broad and holistic. YAP collaborates with youth and families to identify needs and design comprehensive individualized services and support networks that incorporate youth, family, and community strengths and assets. In the short term, community partnerships are developed as part of the response to meet individualized needs and build on identified assets. In the long term, community partnerships build a sustainable network of family support.

#### Core principles that guide our advocacy approach with ALL programs include:

**A No Refuse Policy:** We don't refuse kids – we take those kids at highest risk of out-of-home placement with the highest needs.

**Individualized Service Planning:** All of our services are individualized, based on the unique need of each youth and family that is referred to us.

**YAP's Approach is Family Focused:** We not only work with the young person but with the entire family. The family will be there long after we're gone, so it's important that we work with the family from the onset.

**YAP is Strength-Based:** We identify a young person's strengths, and we build on those strengths in each Individualized Service Plan.

**We Are a Community-Based Program:** We recruit our staff from the same communities from which our kids are referred. Staff members are culturally competent, and they know how to relate to the young people.

According to the Annie E. Casey Foundation's KidsCount Data, in 2016, Gloucester County reported 610 juvenile arrests compared to 529 in 2015, an increase of 81 juvenile arrests; In 2017, 55 juveniles were admitted to county detention an increase from 42 in 2016.<sup>1</sup>

YAP's mission is to *provide individuals who are, have been, or may be subject to compulsory care with the opportunity to develop, contribute and be valued as assets so that communities*

*have safe, proven, effective and economical alternatives to placement.* Our philosophy stems from the premise that even the most vulnerable individuals and families have strengths and capabilities that can and must be developed. Gloucester YAP believes that the potential for change is prevalent in Gloucester County, however specific measures should be taken to achieve this change. Focusing on strengths and developing all areas of treatment in conjunction with youth and families are vital components to be effective.

YAP's service model is based on research as well as our decades of successful practice that demonstrate that troubled youth can make remarkable strides when: 1) they are engaged in structured activities that reflect their needs, strengths and culture; 2) their families are informed, empowered, and charged with the responsibility to provide support the youth; 3) dependable adult role models provide the youth with encouragement, limits and a means of accessing the positive community supports that will remain after YAP's services have ended.

#### **D) Cultural issues in the program design**

Describe your agencies capability to meet the cultural needs of clients to be served.

The current staff in our Gloucester County YAP office is diverse, representing many ethnic, racial and social groups. Staff demonstrate respect for and knowledge of different cultures and values in practice. YAP has staff who are fluent in Spanish and English and has the capability to hire new staff members representing other linguistic groups as needed. All YAP staff members complete new-hire and annual training comprising cultural competence, sensitivity and affirmation. These attributes are consistent with YAP's overall commitment to cultural diversity, cultural competence and cultural affirmation. In 2009, 2013 and again in 2017, YAP has received accreditation from the Council on Accreditation (COA). The COA accreditation process involved a detailed review and analysis of our operations and its service delivery practices. YAP performance was "measured" against national standards of best practice. These standards emphasize services that are accessible, appropriate, culturally responsive, evidence based, and outcomes-oriented. Achieving COA accreditation supports the premise that YAP services are provided by a culturally competent, skilled and supported workforce.

The Gloucester YAP Mentoring Disposition Program will be individually tailored by each youth, representing any cultural needs or desires that may arise.

#### **E) Goals, Objectives and Program Evaluation**

Using information from the description of services requested, outline the purpose of the project/program design and identify quantifiable goals, objectives, outcomes and an internal evaluation method.

1. What are the short-term goals and outcomes of this program and how will they be measured?

Short Term Goals:

Goal 1) *To provide youth with an Individualized Service Plan establishing achievable goals in their*

*individualized service plans to maintain court compliance.*

*Goal 2) To provide participating youth with community linkages to pro-social recreational activities, education, job readiness/training, and additional needed social services.*

**Expected Outcome:**

*Goal 1, Outcome: 60% of enrolled youth will develop an ISP and set goals to maintain court compliance during service time.*

*Goal 2, Outcome: 80% of enrolled youth will receive least two (2) community linkages during service time.*

At intake, Senior Advocate(s) will work with referred youth to develop their Individualized Service Plan setting goals to include completing court mandates or remain in compliance with court sanctions and identifying community linkages to meet the additional needs of the youth and/or family. Senior Advocates will review each youths' ISP weekly, maintaining case notes and in communication with the youth and community linkages to ensure youth attendance and compliance to the courts.

**Measurement:**

All completed assessments, ISPs, Advocate case notes, and court mandates will be detailed in the youth's file and YAP will provide reports to the Courts as required.

2. What are the intermediate goals and outcomes of this program and how will they be measured?

**Intermediate Goals:**

*Goal 1) To provide enrolled and participating youth with individualized mentoring supports to accomplish two goals of youth's ISP during service time.*

*Goal 2) To establish linkages to community resources for additional supports to promote community involvement and meet additional needs identified in ISP.*

**Expected Outcomes:**

*Goal 1, Outcome: 60% of youth enrolled will accomplish at least two (2) set goals during service time.*

*Goal 1, Outcome: 80% of youth enrolled will establish linkages with community resources to promote community involvement ensure continued support after the end of YAP's service time.*

Senior Advocate's will work to aim to satisfy all court mandates during service time and achieve goals set in the youth's ISP through the one on one mentoring relationship that wraparound advocacy provides. Additionally, Senior Advocates will work to be sure that all youth and their families take appropriate advantage of available community resources and supports that will continue to serve the youth and family needs after the period of YAP's engagement has ended.

**Measurement:**

All completed case notes, court mandates will be detailed in the youth's ISP, the Senior Advocate's case notes, and will provide reports to the Courts as required.

3. What are the long-term goals and outcomes of this program and how will they be measured?

Goal 1: All youth that successfully complete programming will report positive improvement with peer/family relationships.

Goal 1 Outcome: 70% of youth enrolled will increase positive peer/family relationship according to a program provided post-service survey.

Senior Advocate's will work with enrolled youth and their family's promoting family engagement, meeting the identified needs or providing community resources available to the family to meet the needs, and providing the programming to assist with the skills necessary to promote conflict resolution.

**Measurement:**

These outcomes will be measure by various methods. Phone and/or paper evaluations at discharge and again at 12 months after discharge will ask parents of participating youth if there has been behavioral improvement of their child. Additionally, YAP staff will monitor youth progress through post-discharge surveys taken at 6 and 12 months post discharge to determine success of YAP programming.

## **II. PROJECT/PROGRAM ADMINISTRATION / STAFFING**

A) Detail the supervision lines (chain of command) of this project/program in relationship to overall agency operation.

Executive oversight of the program, supervision and support of the Program Director is provided by YAP's Southern/Central NJ Regional Director of Operations, Stephanie Moore, MAS. Ms. Moore supports the Program Director through monthly policy meetings, periodic case reviews and evaluation of statistical and monitoring reports. She reports to Lynette Connor, LCSW, Vice President of New Jersey. Statewide executive oversight is provided by YAP Senior Executive Officer Gary Ivory. He reports to YAP's Chief Executive Officer, Jeff Fleischer, M.S.W, LCSW.

An organizational chart has been provided as an attachment.

B) Identify dedicated staff and their respective functions to implement this program. Specifically identify staff supervision as well as staff that will be responsible for program reporting and ensuring the Gloucester County Youth Service oversight needs are met.

**Jennifer Rodriguez, MSW, YAP Director of Gloucester and Salem Counties** has extensive experience with high-risk, high-needs youth. She oversees the cases of over 80 YAP youth at any given time, the majority involved with Family Court in some manner. Ms. Rodriguez has a vast knowledge of the processing and regulations involved with Family Court and has developed and maintained an outstanding relationship with them. Ms. Rodriguez will supervise and mentor the Senior Advocates that will be hired for this program.

**Senior Advocate(s)** to be hired by YAP will have extensive experience with juvenile delinquency and familiarity with the processing of juvenile delinquency cases in Family Court. In lieu of

educational requirement, consideration will be given to applicants who have demonstrated at least two years of experience with "deeper end" juveniles. The Senior Advocate will provide all direct services providing one-to-one mentoring to the youth, providing as-needed transportation of youth to and from community linkages. The Senior Advocate is responsible for keeping accurate and timely records of youth progress and needs. The Senior Advocate will share this information with the Program Director and involve them in all concerns, safety and potential emergency situations through weekly face-to-face supervision.

C) Provide job descriptions and resumes of staff, working under the potential grant funding indicating their qualifications to complete the requested goals.

Please see resume for Jennifer Rodriguez, Gloucester-Salem YAP Program Director and all program job descriptions attached.

D) Describe policy for staff training and development in addition to evaluation of staff performance.

All field staff are required to receive at least 20 hours a year of annual training. During their first year of hire, they must complete the Basic Advocacy Training (BAT), a 9 course curriculum certified by Rutgers University, which provides 18 professional CEUs. The training includes YAP's integrity compliance plan, which staff must receive re-certification in annually. The agency is continually working to help staff improve skills through an ongoing training and development program. Comprehensive training at several levels enhances staff capability to work with resistant families and those with the most complex needs. Specialized training is provided in collaboration with other agencies. In all elements of the staff development and training program, emphasis is placed on developing staff sensitivity and awareness of obstacles faced by youth and families. Training is designed to promote understanding and to teach non-punitive intervention strategies. Monthly training sessions are continually reinforced and enhanced by the Program Director's supervision of Advocates' involvement with youth and families.

E) Is your staff required to undergo a criminal background check prior to employment?

All YAP staff are required to complete an extensive background screening on the state and federal level, including criminal background, Sex Offender Registry and Child Abuse/Neglect checks, and must be cleared before contact with clients can be initiated. We also check references, driving license records and credentials.

YAP nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency. YAP additionally has Workers' Compensation and Employer's Liability Insurance in accordance with New Jersey law.

### III. TARGET POPULATION/ELIGIBILITY:

- A) Discuss the specific targeted population that will be serviced by the potential funding.

YAP will provide services to pre-and post-disposition youth, males and females, ages 12 to 18 and will be in need of mentoring support to maintain compliance, increase positive behaviors, and improving family/peer relationships.

### V. ADMISSION CRITERIA:

- A) Describe referral/intake process, using time parameters, and discuss any client initial financial obligation, as well as explaining how youth are selected to receive potential funded service.

Youth are referred by Family Court, FCIU Mobile Response & Stabilization System, Juvenile Probation, Juvenile Conference Committee, Intake Service Conference, and local law enforcement agencies. The target population can be expanded to accept additional self-referrals as long as these referral sources are given priority. There is no client financial obligation to participate.

- B) What is the anticipated length of time from referral to acceptance/admission or denial?

Initial contact to youth/family is made within 48 hours of referral. YAP's "no reject, no eject policy" ensures that all referrals will be accepted within budget constraints.

- C) Attach all reporting forms for reporting, referrals, admission, denial, discharge and all other additional reporting documents used during service - If an evaluation instrument is used as part of the intake process, please specify, and include rationale for its use.

Please see attached referral and intake forms.

Data will be collected at intake, program completion, six and 12 months after program completion via client entry/program completion forms. Program staff will meet with Probation/Juvenile Court (referring authority) as needed to discuss continued progress of the youth. Gloucester YAP will also utilize JAMS entry and discharge forms.

YAP has an internal agency procedure in place to collect data from its individual programs, enter the data into the agency's computer application, and produce reports that reflect various program results. Data is entered into a Client Database where the information is maintained and updated as the client's profile changes. Sources of data for the youth profile include information provided at intake, youth assessments, case notes, Advocate activity sheets, and results of contacts with families during program involvement.



## VI. HOURS OF SERVICE/PROGRAM ACCESSIBILITY:

### A) Specify location(s) of program, days and hours of service.

Gloucester County Youth Advocate Programs is located at 603 North Broad St., Woodbury, NJ 08096. The YAP office is located only minutes from local county government offices and county courts. The hours of operation for administrative staff are Monday-Friday 9am until 5pm, but the Program Director and Senior Advocates are available for crisis intervention and supports, as requested or needed. Program staff are available to meet any scheduled meetings, conferences, trainings and emergency responses at the county facilities if needed.

Programming will take place in the community where the youth resides. Additionally, services may be provided in the evenings, weekends or at the best available time for the youth and family.

### B) Describe agencies policy on accommodating persons with disabilities.

All YAP buildings are handicapped accessible per ADA requirements. YAP will meet the individualized needs of the client, including specialized trainings. Trainings may include ASD/DD, Behavioral Health, trauma-informed care, etc.

## VII. LEVEL OF SERVICE:

### A) What is the definition of Unit of Service?

One (1) unit of service = one (1) individual hour

### B) What is the expected annual Level of Service?

Youth will receive up to four (4) hours/units of service per week.

## VIII. DATA COLLECTION

### A) Describe client record keeping system and the agency staff that would be responsible. (During program audits, youth files will be reviewed to assess service provided and youth participation.)

YAP uses the Social Solutions' Efforts-to-Outcomes (ETO) software which allows the agency to tailor outcomes measurements to the specific needs of a referring authority. The agency's use of EVOLV for time sheets/billing and even case notes further enhances YAP's ability to measure program outcome success. YAP's integrated digital systems allow Program Directors, Regional Leaders and National Leaders to access and monitor financial and program performance data on a regular basis. They also receive weekly reports on service provided and monthly reports on financial performance. Each quarter they receive a dashboard that outlines

local, state, regional and national performance on eight leading financial and service indicators. These dashboards are discussed in local, regional and national leadership meetings and appropriate actions are taken.

Local Directors monitor client progress through weekly supervision with Advocates, case reviews and by calling or visiting families' homes. Each month, an independent telephone monitor calls each family from YAP's "Business Support Center" to determine if services have been provided as reported on the weekly activity and progress report, and to verify that family is satisfied with the services provided. When families can't be reached by phone, YAP sends letters asking for the same information requested by the telephone monitors. When service hours are not confirmed, the Director is notified and completes an investigation within five working days. In addition, all staff receive annual training on the agency's Integrity Compliance Plan to ensure a thorough understanding of their legal and ethical responsibilities. YAP also understands the importance of externally collected data in the continuous quality improvement process.

- B) Describe client data to be recorded, the use of the data by the applicant, the means of maintaining confidentiality of client records and the retention schedule of service documents.

YAP tracks client data at intake, program completion, six and 12 months after program completion via client entry/program completion forms and as required by referring and funding agencies. YAP has an internal agency procedure in place to collect data from its individual programs, enter the client data into the agency's software application, and produce reports that reflect various aggregate program outcomes. Data is updated as the client's profile changes. Sources of data for the youth profile include information provided at intake, youth assessments, case notes, staff activity sheets, and results of contacts with families during program involvement.

YAP's Confidentiality Policy and YAP's Record and Retention Policy outlines the confidentiality, secure data storage and retention period of data. Digital data is securely stored in accordance with YAP's Electronic Device Policy coordinating the exchange of information through YAP's reporting systems with YAP's Information and Technology Department. The retention of client information is also covered through YAP's Record and Retention Policy. In accordance with policy, if a funding authority requires shorter periods than outlined in YAP policy, records are retained to follow YAP's standard policy. If the funding authority requires a longer period of retention, the data is stored according to the contracted agreement. YAP's standard retention policy for client records, post-discharge is seven years after the client reaches 21 years of age. A complete copy of YAP's Records and Retention Policy is available upon request. YAP's Monitoring and Compliance Department ensures that each office is in compliance with policy. All YAP employees are trained, continually review, and provided with all updates in the YAP Employee Personnel Policy Manual.

- C) Describe how your agency will address the mandatory requirements of the Juvenile Automated Management System (JAMS) and identify the staff responsible for online reporting including intake/discharge, quarterly narrative and FISCAL reporting.

The Program Director will input all completed JAMS entries and discharges into the JAMS online system on a monthly basis based upon program enrollment and discharge. The Program Director

will complete on a quarterly basis the JAMS Quarterly Narratives.

**IX. CLIENT SERVICE PLANNING:**

A) Describe the overall treatment/service plan developed to meet needs of youth from time of admission to discharge.

For each youth, YAP will work with the young person and their parents/guardians to complete an Individualized Service Plan (ISP). The ISP is developed through a strength-based team process, the plan for each youth and family will follow a life domain model, addressing areas including but not limited to:

- Residential
- Financial
- Family
- Psychological/emotional
- Social
- Legal
- Educational
- Safety
- Employment/vocational
- Medical/health
- Community service

Each plan will identify services needed, outline roles and responsibilities, and provide for an emergency plan and ongoing review. Specific goals and measurable outcomes will be developed for each life domain area where unmet needs are identified. The development and initial steps of the ISP will be the basis for establishing a trusting relationship with the youth and family. All plans will be in writing and will include signatures of the youth, family and other team participants.

Intake assessments, which will be completed by the Program Director will focus on the need for outside supportive services and utilize four family-friendly assessment tools, available in English and Spanish, to gather critical information about strengths, needs, interests and family support.

The ISP will determine the goals and outcomes as well as the community linkages necessary to implement the goals. The Senior Advocate will work with youth to implement all areas of the ISP.

When a youth has shown significant improvement in functioning and abilities, as determined via pre- and post-test assessments, they will be discharged. Together with the staff from referring authorities, YAP staff will determine and implement appropriate discharge procedures. In accordance with YAP's "no-reject, no-eject policy", YAP will never unilaterally discharge nor terminate a client/family due to case difficulty.

B) What are the timeframes for evaluating the status of a service/treatment plan?

Individual Service Plans (ISP) will be reviewed once every 90 days.

- C) Specify staff responsible for the plan.

The Senior Advocates will guide youth and families in designing and implementing the goals set in the ISP.

- D) Describe applicants established linkages with community resources that include juvenile justice, family court, children's mental health services, adolescent substance abuse treatment, child welfare, and law enforcement in Gloucester County.

YAP works diligently to identify individual interests and find community organizations that will provide meaningful opportunities for youth and their families after our services end. Key to the Advocate model is the development of positive recreational, leadership development, volunteer and job opportunities that provide youth with a strong foundation to remain arrest-free. YAP facilitates and supports youth involvement in a variety of recreational activities geared toward their interests and strengths.

For recreation, YAP has typically connected youth with the local Gloucester County YMCA where they are able to engage in positive community based activities with peers. Many of our youth also engage with the local Boys and Girls Clubs in Gloucester County. Youth may participate in recreational activities as well as other group and educational activities. Hollybush Community Center has been able to provide youth with the opportunity to tutor younger youth as well as provide recreational activities for the youth within their community center.

YAP has developed strong relationships within the community with various organizations that could offer employment opportunities and/or skill building. Local employers have provided our youth with opportunity for job training opportunities within their establishments. Deptford Skating and Fun Center have provided our youth the opportunity to experience job training in customer service and summer camp counselors. Smart Vent has provided our youth with the opportunity to experience and receive training in providing office cleaning services. Youth are often linked to places of interests where they can receive on site job training through volunteer work or subsidized supported work through YAP. For example, YAP youth may serve at the Boys and Girls Club as Camp Volunteers, the YMCA as Summer Camp and After School program volunteers, the Child Development Center as a teacher assistant or with Triple Oaks Nursery and Herb Garden as a floral assistant.

Youth that are of age are also linked with the local One Stop career center where they are linked with the local workforce investment act program where they can receive job readiness, career planning and internship opportunities.

- E) Provide detailed information on any services requested under the consultant line item in the budget section.

There are no consultants budgeted for this funding opportunity.

**X. DISCHARGE PLANNING/PROGRAM COMPLETION:**

**A) Describe the procedure for discharge/program completion.**

Together with the staff from referring authorities, YAP staff will determine and implement appropriate discharge procedures. In accordance with YAP's "no reject, no eject policy", YAP will never unilaterally discharge nor terminate a client/family due to case difficulty.

**Procedure:**

Schedule a Family Team meeting one month prior to the planned discharge date.

Notify in writing the guardian, referring authority, and any other significant players in the youth's service of the date, time and place that the Family Team will occur and the scheduled discharge date. If invitees are unable to attend in person, virtual or teleconference attendance or shared input prior to the meeting will be encouraged.

During the Family Team meeting refer to the ISP to discuss the below items-

- a The youth's progress and accomplishments should be reviewed and celebrated.
- a Discuss community supports that will be available after discharge. Encourage ongoing involvement in community supports, school, work, and/or other positive endeavors.
- a Discuss any referrals being provided and who will be responsible for bridging the gap between YAP and the referral sources.
- a Address any concerns and/or fears the youth/family may have and any interventions needed over the next 30 days.

Following the Family Team meeting a written discharge plan is provided to the youth, guardian and involved parties. A copy should be filed in the client file.

The discharge plan should be appropriate to the client's culture and age, and based on his strengths, needs, abilities and preferences.

Prior to the last day of service, a Discharge Outcome Survey should be completed with the youth.

A Discharge Summary is completed after the last day of service and filed in the client file.

**B) Specify the criteria for a positive discharge/program completion.**

When a youth has shown significant improvement in functioning and abilities, as determined via pre- and post-test assessments maintained all court mandates or successfully completed court sanctions and ISP goals, the youth will be discharged. This improvement is considered a positive discharge and the program will be considered completed.

**C) Specify the criteria for a negative and neutral program discharge.**

A negative discharge and/or non-completion of programming would be noted if a client refused services or withdrew, if parent/guardians refused services or withdrew client, or if the client was incarcerated. The referring authority would be notified of this negative discharge/non-completion by the Program Director or Senior Advocate within 48 hours.

**D) Identify the staff responsible for discharge planning and any follow up for youth that have participated in the program.**

The Senior Advocate will be responsible for discharge planning and follow up with youth following program completion. Additionally, YAP's Business Center may provide additional follow up post discharge to track the youth's success post-discharge.

**XI. AFTERCARE / TRANSITIONAL SERVICES / TRACKING / FOLLOW UP:**

- A) Describe the project's role in aftercare planning and/or tracking youth after successful discharge that have not graduated. Please specify a timeframe for this follow up and staff responsible.

YAP believes that clients and families must be prepared to carry on together and successfully after our engagement period ends. We refer to our efforts to help individuals connect or reconnect with their community of support for the long term as "Purposeful Transition."

The goals of the YAP program are to keep youth positively engaged in their home and community, successfully completing court mandates and to reduce recidivism. In doing so, YAP Advocates link clients to appropriate community resources that will continue to serve youth and family needs after the period of YAP's engagement has ended. Often, community challenges, such as drugs and gangs, destroy youth's interest in school or work. The YAP Advocate assigned to each youth provides time, even during the evenings and weekends, to develop a strong mentoring relationship with each youth. Once engaged in structured and positive community activities, youth are far less likely to become involved with drugs, gangs, and violent or self-destructive behaviors.

If a youth or family requires additional services after discharge from a YAP program, YAP will connect the youth to available services or programming to meet their needs. This is provided as needed.

- B) Will follow-up data be used in program evaluation by your agency? If, yes, how will this information be used?

Client intake data, pre and post survey results, as well as follow up surveys at 6 and 12 months will be collected and evaluated by YAP to determine the overall success of the program.

**GLOUCESTER COUNTY \* YOUTH SERVICES COMMISSION**  
**DEPARTMENT OF HUMAN & DISABILITY SERVICES**  
**CALENDAR OF SERVICE DAYS**

Service will be provided as follows: (fill in times)

**Site Location** 603 North Broad St, Woodbury, NJ 08096 \_\_\_\_\_

SUNDAY X MONDAY X TUESDAY X  
WEDNESDAY X THURSDAY X FRIDAY X  
SATURDAY X

**Emergency Provisions:** YAP will provide crisis  
intervention/support 24/7.

**Holiday Schedule** - Service will not be provided on the following days-

1. New Year's Day January 1
2. Martin Luther King Day Third Monday in January
3. Presidents' Day Third Monday in February
4. Memorial Day Last Monday in May
5. Independence Day July 4
6. Labor Day First Monday in September
7. Columbus Day Second Monday in October
8. Veteran's Day November 11
9. Thanksgiving Day Fourth Thursday in November
10. Christmas Day December 25

Gloucester County Youth Services Commission /  
Division of Human and Disability Services

I. BUDGET EXPENSE SUMMARY

AGENCY NAME: \_\_\_\_\_

| BUDGET<br>CATEGORY                | COMBINED<br>TOTAL |
|-----------------------------------|-------------------|
| PERSONNEL                         | \$11,096.00       |
| A. Salary/Wages/Benefits          |                   |
| B. Consultant / Professional Fees | N/A               |
| C. Materials / Supplies           | N/A               |
| D. Other                          | \$3,904.00        |
| E. Total Operating Costs          | \$15,000.00       |

\*If the category does not apply please respond with a N/A

II. BUDGET JUSTIFICATION

**A) Personnel**

Program Director @ 2% pro rata share for \$15.38 per week for an annual share of \$800.00. Costs for two part time advocates at \$15.00/hour for an average of 5.45 hours each for an annual cost of \$8,502. Required sick leave costs of \$364 for 24 hours of sick leave @ 12 hours per advocate. Annual fringe benefits costs at \$1,430, this include FICA, Unemployment Insurance, Workers Compensation and when appropriate health insurance.

**B) Consultant**

N/A

**C) Material / Supplies**

N/A



**D) Other**

Costs for travel @ 20 miles per week reimbursed at \$0.345 per mile for an annual total @ \$359.00. Flexible funds of \$629.00 for use to buy clothing, ID, meals, household needs for youth and family. General Liability insurance at a cost of \$480.00 annually. Monitoring of advocate hours at a cost of \$8/per youth per month @ \$480.00 annually, this cost allows YAP, Inc to ensure that clients are being served. Administrative overhead @ 15% of \$13,044 direct costs for an annual cost of \$1,957.00, this ensures administrative oversight from national office, which includes but is not limited to accounting, human resources, development, etc.

**Gloucester County Youth Service Commission Special Conditions to Acknowledge**

1. All funded programs are required to be monitored at least annually to complete accountability measures.
2. All funded programs will be required to complete a narrative report and submit billing on a consistent schedule, within a NJ state database quarterly, to report specific progress measures.
3. All funded programs are encouraged to attend all scheduled Youth Service Commission meetings to report out on progress. However, programs are required to send a report to the Youth Service Commission Administrator before each meeting.
4. All contracted programs are required to seek approval from the Youth Service Commission Administrator, by way of the Youth Service Commission, for all budget modifications that do not reflect the initial submitted budget.
5. All YSC request should be responded to in a timely manner (24-48 hours) in accordance to our oversight responsibility.
6. The YSC reserves the right to request and receive documentation, information and clarification regarding any YSC funded project.

**Representative's Name/Title (Print):** \_\_\_\_\_

**Representative's Signature:** \_\_\_\_\_

## **NEW JERSEY JUVENILE JUSTICE COMMISSION REQUIRED SPECIAL CONDITIONS**

Pursuant to a most recent directive by the Office of the Attorney General, all awards processed through the Department of Law and Public Safety must be updated with new special conditions:

1. The Subgrantee will ensure that funds will be spent timely. If there is no grant activity within sixty (60) days of the original start date of the award period, the Subgrantee must report by letter to JJC of the steps taken to initiate the project, the reasons for the delay and the expected start date. If no grant activity within ninety (90) days of the original start date of the award period, the Subgrantee must submit a second statement to JJC explaining the implementation delay. Upon receipt of the 90-day letter, JJC may cancel the award. JJC may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subaward files and records must so note the extension.
2. The Subgrantee agrees that it shall be solely responsible for and shall keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Subgrantee's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Subgrantee's services that 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 Subgrantee's failure to provide for the safe and protection of its employees, whether or not due to negligence, fault, or default of the Subgrantee. The Subgrantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Subgrantee'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.
3. The Recipient shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Grant Agreement are expressly dependent upon the availability to the Department of Law and Public Safety (Department) of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable and, in addition, if the Subgrantee's program is deemed a priority by the New Jersey Attorney General. A failure of the Department to make any payment under this Grant Agreement or to observe and perform any condition on its part to be performed under the Grant Agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the Grant Agreement by the Department or an event of default under the Grant Agreement and the Department shall not be held liable for any breach of the Grant Agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from the Department beyond the duration of the award period set forth in the Grant Agreement and in no event shall the Agreement be construed as a commitment by the Department to expend funds beyond the termination date set in the Grant Agreement.

4. Any press or media contact in relations to this grant must be coordinated with the JJC at least three (3) weeks in advance.

Representative's Name/Title (Print): \_\_\_\_\_

Representative's Signature: \_\_\_\_\_

## Endnotes

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<sup>1</sup> Annie E. Casey Foundation KidsCount Data Report; Retrieved 10.6.2020;  
<https://datacenter.kidscount.org/data/customreports/4706/2122-2123,9601>