

COB
SC 2022-992

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
WECARE DOYOU, A NJ NONPROFIT CORPORATION**

THIS CONTRACT is made effective the 1st day of **October, 2022**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **WECARE DOYOU A NJ NONPROFIT CORPORATION**, with offices at 537 Sickler Avenue, Sicklerville, New Jersey 08081, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, the County requires a Contractor to provide a Community Engagement Speaker Series and host speakers for youth and families currently involved in the juvenile justice system or at risk of involvement within Gloucester County; 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 from October 1, 2022 to December 31, 2022.
2. **COMPENSATION.** Contract shall be compensated for a total contract amount of \$1,400.00.

The 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 and include a detailed description of all services. 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 the Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the specifications identified as County of Gloucester 2022 Youth Services Commission, Division of Human & Special Services Grant Application, which is incorporated herein and attached hereto as Exhibit A.

The Contractor agrees that it has or will comply with, and where applicable should continue throughout the period of this contract to comply with, all of the requirements of the bid documents.

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 County specifications, which are specifically referred to and incorporated herein by reference.

B. If the 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. 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.

8. 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 the 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.

9. **INSURANCE.** The 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. The Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If the Contractor is a member of a profession that is subject to suit for professional malpractice, then the 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. The 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. The 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 the Contractor either refuse or neglect to perform the service that the 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.

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. **METHODS OF WORK.** The 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.

13. **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 the Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **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.

15. **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.

16. **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.

17. **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.

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

19. **CONFLICT OF INTEREST.** The 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.

20. **CONFIDENTIALITY.** The 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.

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


22. **CONTRACT PARTS.** This Contract consists of this Contract and the specifications identified as Support Services Program Quote, which is referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the specifications,

then this Contract shall prevail.

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 executed this 1 day of October, 2022.

ATTEST:



Kimberly Larter,
Qualified Purchasing Agent


COUNTY OF GLOUCESTER



Tracey N. Giordano,
Treasurer/CFO

ATTEST:

**WECARE DOYOU,
A NJ NONPROFIT CORPORATION**




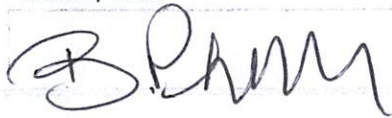

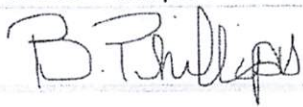
Name: Brenda Phillips
Title: Founder & Director


EXHIBIT A

COUNTY OF GLOUCESTER 2022

YOUTH SERVICES COMMISSION, DIVISION OF HUMAN & SPECIAL SERVICES

Service Category Applying For	Prevention Programming		
Incorporate Name of Applicant	We Care		
Type:	<input type="checkbox"/> Public School	<input type="checkbox"/> Local government	<input checked="" type="checkbox"/> Non-Profit
Federal I.D. Number:	46-3204129		
Address of Applicant:	537 Sickler Ave, Sicklerville, NJ 08081		
Address of Service(s):	Gloucester County, NJ		
Contact Person and Phone #:	Brenda Philips		
Total Dollar Amount Requested:	1,400		
Total Number of Unduplicated	30 Max		
Email address of contact person (required): ptahinitiative@gmail.com			
Brief Description of Proposed Services: programming. Programming will provide a speaker series that could touch each part of the juvenile justice continuum and provide information for youth, families and administrative stakeholders.			
Authorized Voucher Signature: Name/Title	Brenda Phillips Founder/Director		
 	Signature:		

PROGRAM DESCRIPTION –NARRATIVE SECTION

Please complete the Program Description Section by answering each of the elements listed. There is a "table" under each section. Add additional sheets as needed. Be sure to keep the number of the elements in the sequence outlined below as the score sheet is organized by this information.

I PROJECT/PROGRAM DESCRIPTION:

A.) Agency Overview

1. Briefly describe the philosophy/mission of the agency.

"WeCare" is a 501(c)(3) organization with a mission to provide a constructive environment for the youth (12-19) of our community through spoken word, educational & recreational activities, peer-to-peer interaction, and mentoring. "WeCare" focuses on human nature and one's emotional foundation to reach out and inspire the youth to become well-rounded individuals. Through the development of life skills, coping and healing, and exposing underserved youth to empowering experiences "WeCare" embodies the notion that it takes a village to raise a child.

B) Specific Project/Program

Describe the service component for requested funds.

We will provide a speaking series, for youth and families who are currently involved in the juvenile justice system or at risk of involvement as well as administrative staff working within the system. The overall goal of the series is to bring to light new and more innovative ways to provide service and address some of the issues our youth and families are facing that has or could lead to justice involvement. Topic will cover things such as ACES/childhood trauma, mental health, self-esteem, diversity and inclusion, new approaching to outreach, service etc. We will feature one speaker/presenter every other month and initial meetings will be virtual with the option to switch to in person in the future. Each session will last between 45-60 minutes which will include a question and answer period as well as additional comments.

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) oh youth in Gloucester County.

A number of youth in our community are at risk or currently making their way through the juvenile justice system and they need support to be successful. A good youth motivational speaker will be able to share life experiences that will engage students, giving them guidance to make better/more informed choices for their lives. Youth, when experiencing trauma and going through challenge can sometimes feel like they are all alone and misunderstand. Hearing life experience from those that have also experienced similar challenge and have found ways to cope and/or excel can be beneficial

to youth struggling. Of course this goes hand and hand with additional services that can work directly with youth/family to address issues more in-depth.

Our second mission is to offer youth and families a safe space to be involved with topic discussion regarding system involvement and being at risk. What we have realized is that many programs are open to youth only, we look at things through a slightly different scope and value family buy-in and engagement.

Lastly, we also encourage a portion of the series be obligated specifically for administrative/public service staff that work within the system. Through this channel we can explore different new and innovative ways to provide service as well as discuss challenges and issues that public service employees may face while providing service.

D) Goals, Objectives, and Program Evaluation

Using the Attachment C Program Profile form, outline the purpose of the project/program design and identify quantifiable goals, objectives, and outcomes and evaluation methods.

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

The goal for us to provide youth an opportunity to hear story of challenges that youth and families may be able to relate to and also hear how our speaker were able to overcome such challenges. We would like to be the change in the lives of the youth and families within Gloucester County that are either at risk or currently have youth involved in the juvenile justice system. We will accomplish this by providing 3 speaker presentation to a referred group of youth/families and administrative/public service staff, via video conferencing. Speakers will address youth, families and administrative staff with appropriate pre-selected topics discussing issues that many of our youth face today. Guest will also be given an opportunity to dialogue with our speakers. Guest will be sent post evaluation surveys to evaluate the service and they will be reviewed for recommendations moving forward.

F. JUSTIFICATION

1. Why is this program important to the community?

This program is important to our community because it is important for our youth and families that could be experiencing challenges to find support and guidance from programming created to address these challenges or offer new perspectives. Currently Gloucester County has seen an increase in youth depression/anxiety, substance use as well as other social emotional aspects that effect daily living and can cause risky behavior. We as stakeholders, play a part in the success of the younger generation. Our speakers/presenters have spent several years working in the business of changing lives through life shared experience, understanding the need of community, and providing a strong message that may make the different in the lives of youth and families currently struggling with challenges of today. If youth can make a connection to the story/lessons, this could assist them

in avoiding issues and/or having success while working through the juvenile justice system and/or causing less system involvement.

Administrative/public service staff, can learn new and innovative ways to both provide service and understand the challenges they face by educating themselves on some of the causes/symptoms of what is seen during public service. This will provide staff, that are responsible for the care and service of at risk and system involved youth, an opportunity to also express concerns and accomplishments based on the topic chosen.

II. PROJECT/PROGRAM ADMINISTRATION / STAFFING

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

The program is administered by the owner and operator of We Care, Brenda Philips.

Staff speaker will present on a given topic to a number of referred youth, families and or system admin staff under the direction of the owner.

Topics will be preapproved by JJC and YSC Administrator before they are presented.

B) Provide job descriptions of staff indicating their qualifications.

The program is administered by the owner and operator of We Care, Brenda Philips, who has several years of public service and public speaking to her credit. Ms. Philips currently runs her own non-profit and will present and provide staff speakers covering different topics mentioned above. Ms. Philips will ensure YSC Administrator has all necessary information to provide referral sources as well as reimbursement request specific to the program format.

Staff speaker will, at the direction of Ms. Philips, present on a given topic to a number of referred guest. All staff will have experience working with system involved youth and families and/or in the juvenile justice system based on the 5 points of the continuum prevention, diversion, detention, disposition, re-entry and/or a expertise that can benefit youth and family and system staff.

"WeCare" owned and operated by Brenda Philips, is a 501(c)(3) organization with a mission to provide a constructive environment for the youth (12-19) of our community through educational & recreational activities, peer-to-peer interaction, and mentoring. "WeCare" focuses on human nature and one's emotional foundation to reach out and inspire the youth to become well-rounded individuals. Through the development of life skills, coping and healing, and exposing underserved youth to empowering experiences "WeCare" embodies the notion that it takes a village to raise a child. Since 2013 WeCare has impacted over 50,000 youth, families, and the community by providing countless:

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

Yes

III. PROJECT DURATION:

A) Identify program funding period.

October 1, 2022 through December 31, 2022

IV. TARGET POPULATION/ELIGIBILITY:

A) Describe who will be served (including age, gender, etc.) Discuss limitations (if any) of program to accept referrals-is this a "no eject, no reject" program?

Our target population are youth and families that have are currently involved or at risk of juvenile justice system involvement. Youth will be referred to attend the event from Family Court/Probation, JETS and/or the community up to (10 slots).

B) List eligibility criteria.

We are willing to accommodate all guest, up to our given capacity of 10 staff or youth/families that are interested in participating and referred by the appropriate sending bodies. It is our understanding that the referral source will consider the given topic and send guest that may benefit the most.

C) Describe geographic service area for this project/program.

Gloucester County

V. ADMISSION CRITERIA:

A) Describe referral/enrollment process and include client's initial financial obligation, if any (e.g. deposit needed for evaluation, then returned at time of appointment).

There will be 10 slots for each presentation. This could be 10 youth and families, 10 youth or 10 administrative/public service staff. All guest/referral sources will be required to register on a date prior to the personation. Once slots are full, the referral source or guest will be notified and potentially put on a waiting list in the event a space opens up.

B) Attach reports/forms/documents needed for referral/admission - if an evaluation instrument is used as part of the intake process, please specify, and include rationale for its use. (e.g. industry standard, best practice, etc.)

Referral sources will keep all client information confidential and will not send referral forms to the agency. All referred guest will be sent an invitation link to join after being registered to attend the event.

VI. HOURS OF SERVICE/PROGRAM ACCESSIBILITY:

A) Specify location of program and hours of service provision.

Currently service will be offered virtually, with an option to return to in person (within Gloucester County) and event dates will be solidified through a collaboration between agency and YSC. Events will be held for 1 hours but formats can be flexible with approval of both parties.

B) Describe how applicant would accommodate persons with disabilities.

C) List program service days'/holiday schedule on attached Calendar of Service Days chart.
Service days will be determined by a collaborative effort between agency and YSC. Dates will be solidified in enough time to allow potential guest to register and participate.

VII. LEVEL OF SERVICE:

A) What is the definition of Unit of Service?
LOS will be 10 guest per event and unit of service will be based on 3 events. 30 max

B) Indicate the number of unduplicated juveniles/families to be served.
A max of 30 youth/families

C) Specify the Unit of Service Cost.
400 per event/3 events=\$1200

VIII. DATA COLLECTION

A) Describe client record keeping system to provide backup documentation for billing and service justification.
Agency will provide YSC Administrator all necessary back up documentation to gain requirement of service. We understand the important of documentation and back up documentation working in this field.

B) Specify staff responsible for the plan.
Staff responsible for this plan is owner Brenda Philips.

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

Site Location: Virtual Platform

Service Time: Speaker Series (Subject to YSC Approved dated) Program will not operate on a traditional schedule but events will be held every other month during the weekday.

SUNDAY _____ MONDAY _____ TUESDAY _____

WEDNESDAY_____THURSDAY_____FRIDAY_____

SATURDAY_____

Emergency Provisions:

Holiday Schedule -

Occasion Dates

Dates

Attach Resumes for Staff

Gloucester County Youth Services Commission

I. BUDGET EXPENSE SUMMARY

AGENCY NAME: We Care.

TIME-FRAME 10-1-22 to 12-31-22

BUDGET CATEGORY	STATE / COMMUNITY PARTNERSHIP GRANT (SCPG)
A. Event Cost	\$1200
B. GEN. & ADM. (G&A) Cost Allocation/Supplies	\$200
C. Funding Request	\$1,400

II. BUDGET JUSTIFICATION

(Explain Categories A through D)

A) Event Cost

Speaker Series will provide (3) 1 hour sessions to 10-15 register guest per event

B) Gen. Admin

Funding for set up cost, presentation preparation and supplies.

VIII. ADDITIONAL BUDGET QUESTIONS

1. Describe the agency's ability to manage the fiscal aspects of the program/project and ensure YSC Administrator receives proper backup/supporting documentation for all reimbursement requests.

We have been an established non-profit for several years and have worked with several agencies and non-profits with business ventures. Program administration will ensure that the YSC Administrator has all necessary reimbursement billing and supporting documentation to satisfy the grant.