

REGULAR MEETING HELD ON WEDNESDAY, DECEMBER 9, 2015
6:00 PM
ORDER OF BUSINESS

Item

1. **CALL TO ORDER BY DIRECTOR**
2. **ROLL CALL**
3. **MOMENT OF SILENT PRAYER AND SALUTE TO THE FLAG**
4. **PUBLIC STATEMENT**

"Pursuant to the Open Public Meetings Act, Chapter 231, P.L. 1975 Adequate Notice as defined by Section 3D of Chapter 231, P.L. 1975, has been made by regular mail, such notice being submitted on September 17, 2015 from the Administrative Center of the County of Sussex, located at One Spring Street, Newton, New Jersey to the following:

New Jersey Herald	WSUS Radio
New Jersey Sunday Herald	WNNJ Radio
Star Ledger	

and is also posted on the bulletin board maintained in the Administrative Center for public announcements and has been submitted to the Sussex County Clerk in compliance with said Act."

5. **PUBLIC HEARINGS**

A. **FINAL ADOPTION – BOND ORDINANCE**

Freeholder Director Crabb: "At our regular meeting held on November 24, 2015, we introduced for first reading the following Bond Ordinance which was advertised in the New Jersey Herald issue of November 27, 2015, together with a Notice of Public Hearing stating it would be held at this meeting at 6:00 PM:

BOND ORDINANCE PROVIDING FOR THE 2015 ROAD RECONSTRUCTION AND RESURFACING PROGRAM, BY AND IN THE COUNTY OF SUSSEX, STATE OF NEW JERSEY; APPROPRIATING \$2,469,819 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$2,469,819 BONDS OR NOTES OF THE COUNTY TO FINANCE PART OF THE COST THEREOF

MOTION that the Public Hearing be opened. (voice vote)

Is anyone present to be heard regarding this Bond Ordinance?

MOTION that the Public Hearing be closed. (voice vote)

MOTION that this Bond Ordinance be finally adopted. (roll call vote)

MOTION to authorize the Clerk to advertise this Bond Ordinance as finally adopted, and also post same on the bulletin board in the lobby of the County Administrative Center. (voice vote)

6. **PROCLAMATIONS/CERTIFICATES/PRESENTATIONS**

A. Proclamations/Certificates

1. Proclamation in recognition of Nicholas Bond attaining the rank of Eagle Scout
2. Proclamation in recognition of Ryan Hozhauer attaining the rank of Eagle Scout
3. Proclamation recognizing Mary Emilius as the Distinguished Service Award recipient for 2015 from the Sussex County Council of Service Agencies

B. Presentations

1. Presentation by Health Officer Peter Correale of the Pequannock Board of Health to discuss a proposed Shared Services Agreement

7. **PUBLIC SESSION FROM THE FLOOR**

(Please note: Everyone is asked to keep their comments to 5 minutes or less)

8. **FREEHOLDERS' COMMENTS**

9. **APPROVAL OF CONSENT AGENDA**

A. RESOLUTION RE: PAYMENT OF BILLS

B. RESOLUTION RE: RESOLUTION PROVIDING FOR THE INSERTION OF ANY SPECIAL ITEM OF REVENUE IN THE 2015 BUDGET OF THE COUNTY OF SUSSEX RELATING TO THE SFY2015 NJ JARC 1 DHS/TIF OPERATING GRANT AGREEMENT FOR A TOTAL AMOUNT OF \$10,000.00

C. RESOLUTION RE: RESOLUTION PROVIDING FOR THE INSERTION OF ANY SPECIAL ITEM OF REVENUE IN THE 2015 BUDGET OF THE COUNTY OF SUSSEX RELATING TO THE SFY2016 NJ JARC 2 OPERATING GRANT AGREEMENT FOR A TOTAL AMOUNT OF \$60,000.00

D. RESOLUTION RE: RESOLUTION PROVIDING FOR THE INSERTION OF ANY SPECIAL ITEM OF REVENUE IN THE 2015 BUDGET OF THE COUNTY OF SUSSEX RELATING TO THE FY2015/16 FTA SECTION 5311 FORMULA GRANT FOR OTHER THAN URBANIZED AREAS FOR A TOTAL AMOUNT OF \$1,005,194.00

E. RESOLUTION RE: CHANGE IN TITLE, TEXT OR AMOUNT OF APPROPRIATIONS PURSUANT TO N.J.S.A. 40A:4-85
(This resolution provides for the reclassification of \$10,000.00 from under the "County Matching Funds for Grants" appropriation to "FTA Section 5316 JARC 1.")

F. RESOLUTION RE: CHANGE IN TITLE, TEXT OR AMOUNT OF APPROPRIATIONS PURSUANT TO N.J.S.A. 40A:4-85
(This resolution provides for the reclassification of \$10,000.00 from under the "County Matching Funds for Grants" appropriation to "FTA Section 5316 JARC 2.")

- G. RESOLUTION RE: CHANGE IN TITLE, TEXT OR AMOUNT OF APPROPRIATIONS PURSUANT TO N.J.S.A. 40A:4-85
(This resolution provides for the reclassification of \$111,689.00 from under the "County Matching Funds for Grants" appropriation to "FTA Section 5311.")
- H. RESOLUTION RE: TRANSFER OF APPROPRIATIONS
- I. RESOLUTION RE: ACCEPTANCE OF FEDERAL FUNDS FOR ENTITLEMENT LANDS AND DISTRIBUTION OF FEDERAL FUNDS FOR PAYMENT IN LIEU OF TAXES
- J. RESOLUTION RE: AUTHORIZATION FOR THE FREEHOLDER DIRECTOR TO EXECUTE CONTRACT #16-OGUR WITH THE STATE OF NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES FOR THE CONTRACT TERM FROM 1/1/16-12/31/16 IN THE AMOUNT OF \$36,874.00 FOR THE PROVISION OF YOUTH INCENTIVE PROGRAM SERVICES
- K. RESOLUTION RE: AUTHORIZING THE COUNTY OF SUSSEX TO ENTER INTO A SHARED SERVICE AGREEMENT WITH FRANKLIN BOROUGH FOR THE MANAGEMENT OF THE FRANKLIN CONGREGATE NUTRITION PROGRAM IN ACCORDANCE WITH THE PROVISION OF N.J.S.A. 40A:65-1 ET SEQ.
- L. RESOLUTION RE: AUTHORIZING THE COUNTY OF SUSSEX TO ENTER INTO A SHARED SERVICE AGREEMENT WITH THE HOPATCONG BOROUGH FOR THE MANAGEMENT OF THE HOPATCONG CONGREGATE NUTRITION PROGRAM IN ACCORDANCE WITH THE PROVISION OF N.J.S.A. 40A:65-1 ET SEQ.
- M. RESOLUTION RE: AUTHORIZING THE COUNTY OF SUSSEX TO ENTER INTO A SHARED SERVICE AGREEMENT WITH THE TOWNSHIP OF VERNON FOR THE MANAGEMENT OF THE VERNON CONGREGATE NUTRITION PROGRAM IN ACCORDANCE WITH THE PROVISION OF N.J.S.A. 40A:65-1 ET SEQ.

- N. RESOLUTION RE: AUTHORIZATION FOR THE FREEHOLDER DIRECTOR TO EXECUTE CONTRACT #16ALUN WITH THE NJ DEPARTMENT OF CHILDREN AND FAMILIES TO PROVIDE \$63,836.00 IN FUNDING TO THE SUSSEX COUNTY DEPARTMENT OF HUMAN SERVICES, DIVISION OF COMMUNITY AND YOUTH SERVICES FOR THE PERIOD OF JANUARY 1, 2016 TO DECEMBER 31, 2016
- O. RESOLUTION RE: AUTHORIZATION FOR THE BOARD OF CHOSEN FREEHOLDERS TO ACCEPT A SUBGRANT AWARD OF THE FEDERAL FISCAL YEAR 2015 DEPARTMENT OF HOMELAND SECURITY EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM FUNDING IN THE AMOUNT OF \$110,000.00
- P. RESOLUTION RE: AUTHORIZATION FOR THE FREEHOLDER DIRECTOR TO SIGN AND EXECUTE A BUDGET MODIFICATION FOR THE SENIOR CITIZEN AND DISABLED RESIDENT TRANSPORTATION ASSISTANCE PROGRAM (SCDRTAP) WITH NJ TRANSIT TO PROVIDE \$624,757.06 IN FUNDING TO THE SUSSEX COUNTY DEPARTMENT OF HUMAN SERVICES, DIVISION OF SOCIAL SERVICES, OFFICE OF TRANSIT, FOR THE PERIOD OF JANUARY 1, 2016 TO DECEMBER 31, 2016
- Q. RESOLUTION RE: AUTHORIZING THE THIRD AMENDMENT TO THE CONTRACT TO KELLER & KIRKPATRICK, INC. TO PROVIDE ENGINEERING SERVICES FOR THE REHABILITATION OF COUNTY BRIDGES X-09 CARRYING COUNTY ROUTE 565 OVER PAPA KATING CREEK IN THE TOWNSHIP OF WANTAGE AND O-07 CARRYING PASSAIC AVENUE OVER WALLKILL RIVER IN THE BOROUGH OF OGDENSBURG PURSUANT TO N.J.S.A. 40A:11-4.1
- R. RESOLUTION RE: AUTHORIZATION FOR THE FREEHOLDER DIRECTOR AND THE CLERK OF THE BOARD TO EXECUTE MUNICIPAL ALLIANCE BUDGET MODIFICATION ALLOCATING AN ADDITIONAL \$1,500.00 TO THE FRANKLIN/HARDYSTON MUNICIPAL ALLIANCE FOR THE PROVISION OF AN ADDITIONAL SUBSTANCE ABUSE PREVENTION PROGRAM

- S. RESOLUTION RE: AUTHORIZATION FOR THE FREEHOLDER DIRECTOR TO APPLY FOR AND ACCEPT CONTRACT #16-541-ADA-0 WITH THE NJ DEPARTMENT OF HUMAN SERVICES, DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES PROVIDING \$324,351.00 IN FUNDING TO THE SUSSEX COUNTY DEPARTMENT OF HUMAN SERVICES, DIVISION OF COMMUNITY AND YOUTH SERVICES FOR THE PERIOD OF JANUARY 1, 2016 TO DECEMBER 31, 2016
- T. RESOLUTION RE: AUTHORIZING THE PURCHASE OF SOFTWARE MAINTENANCE SUPPORT FROM GRANICUS INC. TO BE UTILIZED AT THE SUSSEX COUNTY CLERK'S OFFICE
- U. RESOLUTION RE: AUTHORIZING AMENDMENT #2 TO AN AWARDED CONTRACT FOR ELECTRICAL ENGINEERING (P.E.) PROJECT MANAGEMENT/IMPLEMENTATION REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER
- V. RESOLUTION RE: AUTHORIZATION FOR THE PURCHASE OF SYSTEM ENHANCEMENTS TO THE COUNTY OF SUSSEX ON-BASE ENTERPRISE DOCUMENT MANAGEMENT SYSTEM
- W. RESOLUTION RE: AUTHORIZATION TO PROVIDE ON-CALL ENGINEERING SERVICES EVALUATION FOR VARIOUS BRIDGES P-28, S-25, S-26 AND X-11
- X. RESOLUTION RE: AUTHORIZING ENTRY INTO A PROFESSIONAL SERVICES AGREEMENT WITH RHM BENEFITS, INC. TO PROVIDE BROKER SERVICES FOR HEALTH AND PRESCRIPTION DRUG INSURANCE WITHOUT COMPETITIVE BIDDING AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE PURSUANT TO N.J.S.A. 40A:11-5(1)(m)
- Y. RESOLUTION RE: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HAMBURG MEDICAL ASSOCIATES, PRIMARY CARE PARTNERS LLC FOR THE PROVISION OF PHYSICIAN SERVICES FOR THE INMATES WITHIN THE KEOGH-DWYER CORRECTIONAL FACILITY PURSUANT TO N.J.S.A. 40A:11-5(1)(a)(i)

- Z. RESOLUTION RE: AUTHORIZING THE PURCHASE OF SOFTWARE MAINTENANCE SUPPORT FROM SIRSIDYNIX CORPORATION TO BE UTILIZED AT THE SUSSEX COUNTY LIBRARY SYSTEM

- AA. RESOLUTION RE: APPROVAL OF THE FISCAL YEAR (FY) 2016 ANNUAL TRANSPORTATION PROGRAM (ATP) STATE AID PROJECT POOL FOR THE COUNTY OF SUSSEX AND AUTHORIZATION FOR THE FREEHOLDER DIRECTOR AND BOARD CLERK TO EXECUTE AN AGREEMENT FOR STATE AID TO COUNTIES UNDER THE NEW JERSEY TRANSPORTATION TRUST FUND AUTHORITY ACT IN THE AMOUNT OF \$2,470,100.00 FOR FY 2016

The Board of Chosen Freeholders of the County of Sussex has reviewed the Consent Agenda consisting of various proposed Resolutions and determined that adoption of the said Resolutions is in and will further the public interest. (roll call vote)

10. APPROVAL OF MINUTES

Regular Meeting - November 24, 2015

Executive Session Minutes

Regular Meeting – November 24, 2015

(voice vote)

11. APPOINTMENTS AND/OR RESIGNATIONS

A. Appointments

- 1. RESOLUTION RE: REAPPOINTMENT OF RONALD PETILLO AND JOHN M. SOWDEN AS MEMBERS OF THE BOARD OF COMMISSIONERS OF THE SUSSEX COUNTY MUNICIPAL UTILITIES AUTHORITY. SAID TERM TO BE EFFECTIVE FEBRUARY 1, 2016 AND EXPIRE JANUARY 31, 2021

(roll call vote)

12. RESOLUTION

- A. RESOLUTION RE: PROVIDING TEMPORARY CLOSURE OF CR 607 IN HOPATCONG BOROUGH

- B. RESOLUTION RE: ESTABLISHMENT OF "FIRE PREVENTION SPECIALIST" AND SALARY RANGE
- C. RESOLUTION RE: ESTABLISHMENT OF "SUPERVISOR OF TRADES" AND SALARY RANGE
- D. RESOLUTION RE: REJECTION OF ALL BIDS FOR THE AWARD OF CONTRACT FOR SUSSEX COUNTY ADMINISTRATIVE CENTER PARKING GARAGE FIREPROOFING
- E. RESOLUTION RE: FINAL ADOPTION OF THE SCMUA WASTEWATER PLAN AMENDMENT FOR CONVEYANCE OF LANDFILL LEACHATE

(voice vote)

13. AWARDS OF CONTRACTS/CHANGE ORDERS/BIDS

A. Awards of Contract

- 1. RESOLUTION RE: AWARDING A CONTRACT THROUGH THE COMPETITIVE CONTRACTING PROCESS TO NEWBRIDGE SERVICES, INC. FOR OUTPATIENT PSYCHIATRIC AND COUNSELING SERVICES
- 2. RESOLUTION RE: AWARD OF CONTRACT BASED ON PROPOSALS RECEIVED THROUGH THE COMPETITIVE CONTRACTING PROCESS FOR THE PROVISION OF WEEKDAY AND WEEKEND HOME DELIVERED MEALS WITH CATHOLIC FAMILY & COMMUNITY SERVICES FOR THE PERIOD OF JANUARY 1, 2016 – DECEMBER 31, 2016
- 3. RESOLUTION RE: AWARD OF AGREEMENT BASED ON PROPOSALS RECEIVED THROUGH THE COMPETITIVE CONTRACTING PROCESS FOR THE PROVISION OF FOOD SERVICE FOR THE WEEKDAY AND WEEKEND HOME DELIVERED MEALS PROGRAMS WITH NEWTON MEDICAL CENTER FOR THE PERIOD OF JANUARY 1, 2016 TO DECEMBER 31, 2016

4. RESOLUTION RE: AWARD OF AGREEMENT BASED ON PROPOSALS RECEIVED THROUGH THE COMPETITIVE CONTRACTING PROCESS FOR THE PROVISION OF FOOD SERVICE FOR THE CONGREGATE NUTRITION WITH NEWTON MEDICAL CENTER FOR THE PERIOD OF JANUARY 1, 2016 TO DECEMBER 31, 2016
5. RESOLUTION RE: AWARD OF CONTRACT BASED ON PROPOSALS RECEIVED THROUGH THE COMPETITIVE CONTRACTING PROCESS FOR THE PROVISION OF CERTIFIED HOME HEALTH AIDE SERVICES WITH RES-CARE NEW JERSEY, INC. D/B/A RESCARE HOMECARE FOR THE PERIOD OF JANUARY 1, 2016 – DECEMBER 31, 2016
6. RESOLUTION RE: AWARD OF CONTRACT BASED ON PROPOSALS RECEIVED THROUGH THE COMPETITIVE CONTRACTING PROCESS FOR THE PROVISION OF SENIOR TRANSPORTATION (STOP) WITH SUSSEX COUNTY OFFICE OF TRANSIT/SKYLANDS RIDE FOR THE PERIOD OF JANUARY 1, 2016 THROUGH DECEMBER 31, 2016
7. RESOLUTION RE: AWARD OF CONTRACT BASED ON PROPOSALS RECEIVED THROUGH THE COMPETITIVE CONTRACTING PROCESS FOR THE PROVISION OF ASSISTED TRANSPORTATION WITH CATHOLIC FAMILY & COMMUNITY SERVICES FOR THE PERIOD OF JANUARY 1, 2016 TO DECEMBER 31, 2016
8. RESOLUTION RE: AWARD OF CONTRACT BASED ON PROPOSALS RECEIVED THROUGH THE COMPETITIVE CONTRACTING PROCESS FOR THE PROVISION OF LEGAL ASSISTANCE WITH LEGAL SERVICES OF NORTHWEST JERSEY, INC., SUSSEX COUNTY DIVISION FOR THE PERIOD OF JANUARY 1, 2016 – DECEMBER 31, 2016
9. RESOLUTION RE: AWARD OF CONTRACT BASED ON PROPOSALS RECEIVED THROUGH THE COMPETITIVE CONTRACTING PROCESS FOR THE PROVISION OF ADULT PROTECTIVE SERVICES (APS) WITH SUSSEX COUNTY DIVISION OF SOCIAL SERVICES FOR THE PERIOD OF JANUARY 1, 2016 THROUGH DECEMBER 31, 2016

10. RESOLUTION RE: AWARD OF CONTRACT BASED ON PROPOSALS RECEIVED THROUGH THE COMPETITIVE CONTRACTING PROCESS FOR THE PROVISION OF RESIDENTIAL MAINTENANCE WITH NORWESCAP, INC. FOR THE PERIOD OF JANUARY 1, 2016 THROUGH DECEMBER 31, 2016
11. RESOLUTION RE: AWARDED A CONTRACT THROUGH THE COMPETITIVE CONTRACTING PROCESS TO DOMESTIC ABUSE AND SEXUAL ASSAULT INTERVENTION SERVICES, INC. FOR THE TRAUMA RECOVERY AND EMPOWERMENT GROUP
12. RESOLUTION RE: AWARDED A CONTRACT THROUGH THE COMPETITIVE CONTRACTING PROCESS TO FAMILY INTERVENTION SERVICES FOR OUTPATIENT PSYCHIATRIC AND COUNSELING SERVICES
13. RESOLUTION RE: AWARDED A CONTRACT THROUGH THE COMPETITIVE CONTRACTING PROCESS TO SUSSEX COUNTY SKYLANDS RIDE FOR TRANSPORTATION SERVICES
14. RESOLUTION RE: AWARD OF CONTRACT EXTENSION BASED ON PROPOSALS RECEIVED THROUGH THE COMPETITIVE CONTRACTING PROCESS FOR DATA PROCESSING SOFTWARE/SERVICE TO PROVIDE INTERCONNECTED MODULES FOR PAYROLL, TIME/ATTENDANCE AND HUMAN RESOURCES INFORMATION SYSTEM
15. RESOLUTION RE: AWARD OF CONTRACT FOR THE REPLACEMENT OF SUSSEX COUNTY BRIDGE O-07 IN OGDENSBURG BOROUGH, NEW JERSEY
16. RESOLUTION RE: AWARD OF CONTRACT FOR THE PURCHASE OF TWO (2) CURRENT MODEL YEAR FREIGHTLINER MODEL SD OR EQUAL (CAB AND CHASSIS)

(roll call vote)

14. **FINANCIAL**

15. **PERSONNEL**

- A. Personnel Agenda

(voice vote)

16. **ADMINISTRATIVE REPORT**

- A. Other

17. **COUNTY COUNSEL**

- A. Capital Projects
- B. Litigation
- C. Contract
- D. Other Matters

18. **UNFINISHED BUSINESS**

19. **NEW BUSINESS**

20. **PUBLIC SESSION FROM THE FLOOR**

(Please note: Everyone is asked to keep their comments to 5 minutes or less)

21. **EXECUTIVE SESSION – (Closed Session – If Necessary)**

RESOLUTION RE: PROVIDING FOR AN EXECUTIVE (CLOSED) SESSION NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF N.J.S.A. 10:4-12 ET SEQ.

WHEREAS, the subject matter(s) about to be discussed may be excluded from the public portion of the meeting by Resolution of the Board of Chosen Freeholders as an exception to the “Open Public Meetings Act” pursuant to N.J.S.A. 10:4-12 (b); and

WHEREAS, it appears necessary for the Board of Chosen Freeholders to discuss such matter(s) in Executive Session.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Sussex, in accordance with the provisions of N.J.S.A. 10:4-12(b) and N.J.S.A. 10:4-13 that the Board at this time enter into an Executive Session from which the public shall be excluded; and

BE IT FURTHER RESOLVED, that the general nature of the subject(s) to be discussed relate to the following item(s) authorized by N.J.S.A. 10:4-12(b) as designated below:

_____ (1) **Matters Required by Law to be Confidential:**

_____ (2) **Matters Where the Release of Information Would Impair the Right to Receive Funds:**

_____ (3) **Matters Involving Individual Privacy:**

_____ (4) **Matters Relating to Collective Bargaining Agreements:**

_____ (5) **Matters Relating to the Purchase, Lease of Acquisition of Real Property or the Investment of Public Funds:**

_____ (6) **Matters Relating to Public Safety and Property:**

_____ (7) **Matters Relating to Litigation, Negotiations and the Attorney Client Privilege:**

_____ (8) **Matters Relating to the Employment Relationship:**

_____ (9) **Matters Relating to the Potential Imposition of a Penalty:**

BE IT FURTHER RESOLVED that the deliberations conducted in closed session may be disclosed to the public upon the determination of the Sussex County Board of Chosen Freeholders or provided by law that the public interest will no longer be served by such confidentiality; and

BE IT FURTHER RESOLVED that upon completion of the business for which the Board has entered into the Executive Session, the Board shall reconvene and resume its meeting open to the public.

22. REMINDERS

Thursday	December 24, 2015	Holiday – Christmas Eve
Friday	December 25, 2015	Holiday – Christmas Day
Tuesday	December 29, 2015	Regular Meeting – 9 AM
Monday	January 4, 2016	Reorganization Meeting – 6PM

23. ADJOURNMENT (voice vote)

**COUNTY OF SUSSEX
BOND ORDINANCE NUMBER _____**

**BOND ORDINANCE PROVIDING FOR THE 2015 ROAD
RECONSTRUCTION AND RESURFACING PROGRAM, BY
AND IN THE COUNTY OF SUSSEX, STATE OF NEW
JERSEY; APPROPRIATING \$2,469,819 THEREFOR AND
AUTHORIZING THE ISSUANCE OF \$2,469,819 BONDS OR
NOTES OF THE COUNTY TO FINANCE PART OF THE
COST THEREOF**

**BE IT ORDAINED AND ENACTED BY THE BOARD OF CHOSEN
FREEHOLDERS OF THE COUNTY OF SUSSEX, STATE OF NEW JERSEY** (not less
than two-thirds of all members thereof affirmatively concurring) **AS FOLLOWS:**

SECTION 1. The improvement or purpose described in Section 3 of this bond ordinance is hereby authorized as a general improvement or purpose to be undertaken by the County of Sussex, State of New Jersey (the "County"). For the said improvement or purpose stated in Section 3, there is hereby appropriated the sum of \$2,469,819, which sum includes a \$2,469,819 Grant expected be received from the New Jersey Department of Transportation (the "Grant"). Pursuant to N.J.S.A. 40A:2-11(c), as amended and supplemented, no down payment is required for the improvement or purpose set forth in Section 3 hereof, as such project is expected to be funded by the Grant.

SECTION 2. For the financing of said improvement or purpose described in Section 3 hereof and to meet the \$2,469,819 appropriation and until said Grant is received, negotiable bonds of the County are hereby authorized to be issued in the principal amount of \$2,469,819 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvement or purpose, negotiable notes of the County in a principal amount not exceeding \$2,469,819 are hereby

authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law. Upon the County's receipt of the Grant, the bonds and notes authorized by this Section 2 hereof shall be reduced the Grant in accordance with Section 4 hereof.

SECTION 3. (a) The improvement hereby authorized and purpose for the financing of which said bonds or notes are to be issued is the 2015 Road Reconstruction and Resurfacing Program (the "Program"), said Program to include, but is not limited to, improvements to County Route 622 and County Route 653, all within the County, which improvements shall include, as applicable, excavation, milling, paving, reconstruction and boxing out and resurfacing or full depth pavement replacement using Flexible Pavement as defined under the Local Bond Law, and where necessary, the repairing and/or installation of curbs, sidewalks and driveway aprons, installation of curb ramps, resetting utility castings, drainage work, roadway painting, landscaping and aesthetic improvements, including but not limited to, seeding and installing top soil, and also including all engineering and design work, surveying, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, and all work, materials, equipment, labor and appurtenances necessary therefor or incidental thereto.

(b) The estimated maximum amount of bonds or notes to be issued for said improvement or purpose is \$2,469,819. Upon the County's receipt of the Grant, the maximum amount of bonds or notes issued for said improvement or purpose shall be reduced by such amounts in accordance with Section 4 hereof.

(c) The estimated cost of said improvement or purpose is \$2,469,819.

SECTION 4. In the event the United States of America, the State of New Jersey, and/or the County of Sussex make a contribution or grant in aid to the County, including the Grant, for the improvement and purpose authorized hereby and the same shall be received by the County prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey and/or the County of Sussex. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey and/or the County of Sussex, including the Grant, shall be received by the County after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the County as a result of using funds from this bond ordinance as “matching local funds” to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the County Treasurer/Chief Financial Officer of the County, provided that no note shall mature later than one (1) year from its date or otherwise authorized by the Local Bond Law. The notes shall bear interest at such rate or rates and be in such form as may be determined by the County Treasurer/Chief Financial Officer. The County Treasurer/Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the County Treasurer/Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time

in accordance with the provisions of the Local Bond Law. The County Treasurer/Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The County Treasurer/Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, and the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The Capital Budget of the County is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. In the event of any such inconsistency, a resolution in the form promulgated by the Local Finance Board showing full detail of the amended Capital Budget and capital programs as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs will be on file in the office of the Clerk and will be available for public inspection.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvement or purpose described in Section 3 of this bond ordinance is not a current expense and is an improvement which the County may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 20 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Board of Chosen Freeholders of the County and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the County as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$2,469,819 and the said bonds or notes authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$500,000 for items of expense listed in and permitted under section 20 of the Local Bond Law is included in the estimated cost indicated herein for the purpose or improvement hereinbefore described.

SECTION 8. The full faith and credit of the County are hereby pledged to the punctual payment of the principal of and the interest on the bonds or notes authorized by this bond ordinance. The bonds or notes shall be direct, unlimited obligations of the County, and the County shall be obligated to levy *ad valorem* taxes upon all the taxable real property within the County for the payment of the bonds or notes and the interest thereon without limitation as to rate or amount.

SECTION 9. The County hereby declares the intent of the County to issue the bonds or bond anticipation notes in the amount authorized in Section 2 of this bond

ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 9 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

SECTION 10. The County Treasurer/Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the County and to execute such disclosure document on behalf of the County. The County Treasurer/Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the County pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”) for the benefit of holders and beneficial owners of obligations of the County and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the County fails to comply with its undertaking, the County shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 11. The County covenants to maintain the exclusion from gross income under section 103(a) of the Code of the interest on all bonds and notes issued under this ordinance.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law.

ADOPTED ON FIRST READING
DATED: November 24, 2015

CATHERINE M. WILLIAMS
Clerk of the Board of Chosen Freeholders

ADOPTED ON SECOND READING
DATED: December 9, 2015

CATHERINE M. WILLIAMS
Clerk of the Board of Chosen Freeholders

RESOLUTION RE: RESOLUTION PROVIDING FOR THE INSERTION OF ANY SPECIAL ITEM OF REVENUE IN THE 2015 BUDGET OF THE COUNTY OF SUSSEX RELATING TO THE SFY2015 NJ JARC 1 DHS/TIF OPERATING GRANT AGREEMENT FOR A TOTAL AMOUNT OF \$10,000.00

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

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Sussex, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2015 in the sum of \$10,000.00, which is now available as a revenue from the New Jersey Transit Corporation, pursuant to the provisions of statute; and

BE IT FURTHER RESOLVED that the like sum of \$10,000.00 be and the same is hereby appropriated under the caption of:

SFY2015 NJ JARC 1 DHS/TIF Operating Grant
(01-213-40-776-16100)

BE IT FURTHER RESOLVED that a certified copy of this Resolution is available in OnBase.

Certified as a true copy of the
Resolution adopted by the
Board of Chosen Freeholders
on the 9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

RESOLUTION RE: RESOLUTION PROVIDING FOR THE INSERTION OF ANY SPECIAL ITEM OF REVENUE IN THE 2015 BUDGET OF THE COUNTY OF SUSSEX RELATING TO THE SFY2016 NJ JARC 2 OPERATING GRANT AGREEMENT FOR A TOTAL AMOUNT OF \$60,000.00

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

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Sussex, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2015 in the sum of \$60,000.00, which is now available as a revenue from the New Jersey Transit Corporation, pursuant to the provisions of statute; and

BE IT FURTHER RESOLVED that the like sum of \$60,000.00 be and the same is hereby appropriated under the caption of:

SFY2016 NJ JARC 2 Operating Grant
(01-213-41-776-16100)

BE IT FURTHER RESOLVED that a certified copy of this Resolution is available in OnBase.

Certified as a true copy of the
Resolution adopted by the
Board of Chosen Freeholders
on the 9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

RESOLUTION RE: RESOLUTION PROVIDING FOR THE INSERTION OF ANY SPECIAL ITEM OF REVENUE IN THE 2015 BUDGET OF THE COUNTY OF SUSSEX RELATING TO THE FY2015/16 FTA SECTION 5311 FORMULA GRANT FOR OTHER THAN URBANIZED AREAS FOR A TOTAL AMOUNT OF \$1,005,194.00

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

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Sussex, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2015 in the sum of \$1,005,194.00, which is now available as a revenue from the U.S. Department of Transportation, Federal Transit Administration passed-through the New Jersey Transit Corporation, pursuant to the provisions of statute; and

BE IT FURTHER RESOLVED that the like sum of \$1,005,194.00 be and the same is hereby appropriated under the caption of:

FY2015/16 FTA Section 5311 Grant
(01-213-40-774-15100)

BE IT FURTHER RESOLVED that a certified copy of this Resolution is available in OnBase.

Certified as a true copy of the
Resolution adopted by the
Board of Chosen Freeholders
on the 9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

**RESOLUTION RE: CHANGE IN TITLE, TEXT OR AMOUNT OF
APPROPRIATIONS PURSUANT TO N.J.S.A. 40A:4-85**

WHEREAS, N.J.S.A. 40A:4-85 provides that the Director of the Division of Local Government Services, may, at the request of, or with the consent of, the governing body of any county or municipality, make such correction of the title, text or amount of any appropriation appearing in the budget as may be necessary to make said item of appropriation available for the purpose or purposes required for the needs of any county or municipality.

NOW, THEREFORE, BE IT RESOLVED that in accordance with the provisions of N.J.S.A. 40A:4-85, the County of Sussex hereby requests the Director of the Division of Local Government Services to make the following correction in the 2015 County Budget:

<u>Budget Sheet 21a</u>	<u>Appropriated for 2015</u>	<u>Transfer to Required Grant Match</u>	<u>Balance Remaining</u>
County Matching Funds for Grants	\$155,660.00	\$10,000.00	\$145,660.00

BE IF FURTHER RESOLVED that the foregoing correction, is, in the opinion of the governing body, warranted and authorized by the Statute referred to above, and is necessary for the orderly operation of the County of Sussex for the reasons set forth:

Make said item of appropriation available for specific purposes required by matching funds for grants reallocation of amount required to meet minimum required for the local hard-cash match.

USDOT FTA, Section 5316 JARC 1 (41-776-2) \$10,000.00

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the County Auditor, Nisivoccia LLP, 200 Valley Road, Suite 300, Mt. Arlington, NJ 07856 and is available in OnBase.

Certified as a true copy of the
Resolution adopted by the
Board of Chosen Freeholders
on the 9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

**RESOLUTION RE: CHANGE IN TITLE, TEXT OR AMOUNT OF
APPROPRIATIONS PURSUANT TO N.J.S.A. 40A:4-85**

WHEREAS, N.J.S.A. 40A:4-85 provides that the Director of the Division of Local Government Services, may, at the request of, or with the consent of, the governing body of any county or municipality, make such correction of the title, text or amount of any appropriation appearing in the budget as may be necessary to make said item of appropriation available for the purpose or purposes required for the needs of any county or municipality.

NOW, THEREFORE, BE IT RESOLVED that in accordance with the provisions of N.J.S.A. 40A:4-85, the County of Sussex hereby requests the Director of the Division of Local Government Services to make the following correction in the 2015 County Budget:

<u>Budget Sheet 21a</u>	<u>Appropriated for 2015</u>	<u>Transfer to Required Grant Match</u>	<u>Balance Remaining</u>
County Matching Funds for Grants	\$145,660.00	\$10,000.00	\$135,660.00

BE IF FURTHER RESOLVED that the foregoing correction, is, in the opinion of the governing body, warranted and authorized by the Statute referred to above, and is necessary for the orderly operation of the County of Sussex for the reasons set forth:

Make said item of appropriation available for specific purposes required by matching funds for grants reallocation of amount required to meet minimum required for the local hard-cash match.

USDOT FTA, Section 5316 JARC 2 (41-776-2) \$10,000.00

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the County Auditor, Nisivoccia LLP, 200 Valley Road, Suite 300, Mt. Arlington, NJ 07856 and is available in OnBase.

Certified as a true copy of the
Resolution adopted by the
Board of Chosen Freeholders
on the 9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

**RESOLUTION RE: CHANGE IN TITLE, TEXT OR AMOUNT OF
APPROPRIATIONS PURSUANT TO N.J.S.A. 40A:4-85**

WHEREAS, N.J.S.A. 40A:4-85 provides that the Director of the Division of Local Government Services, may, at the request of, or with the consent of, the governing body of any county or municipality, make such correction of the title, text or amount of any appropriation appearing in the budget as may be necessary to make said item of appropriation available for the purpose or purposes required for the needs of any county or municipality.

NOW, THEREFORE, BE IT RESOLVED that in accordance with the provisions of N.J.S.A. 40A:4-85, the County of Sussex hereby requests the Director of the Division of Local Government Services to make the following correction in the 2015 County Budget:

<u>Budget Sheet 21a</u>	<u>Appropriated for 2015</u>	<u>Transfer to Required Grant Match</u>	<u>Balance Remaining</u>
County Matching Funds for Grants	\$267,349.00	\$111,689.00	\$155,660.00

BE IF FURTHER RESOLVED that the foregoing correction, is, in the opinion of the governing body, warranted and authorized by the Statute referred to above, and is necessary for the orderly operation of the County of Sussex for the reasons set forth:

Make said item of appropriation available for specific purposes required by matching funds for grants reallocation of amount required to meet minimum required for the local hard-cash match.

USDOT FTA Section 5311 Grant Operating CY2015 (40-774-2) \$111,689.00

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the County Auditor, Nisivoccia LLP, 200 Valley Road, Suite 300, Mt. Arlington, NJ 07856 and is available in OnBase.

Certified as a true copy of the
Resolution adopted by the
Board of Chosen Freeholders
on the 9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

**RESOLUTION RE: CHANGE IN TITLE, TEXT OR AMOUNT OF
APPROPRIATIONS PURSUANT TO N.J.S.A. 40A:4-85**

WHEREAS, N.J.S.A. 40A:4-85 provides that the Director of the Division of Local Government Services, may, at the request of, or with the consent of, the governing body of any county or municipality, make such correction of the title, text or amount of any appropriation appearing in the budget as may be necessary to make said item of appropriation available for the purpose or purposes required for the needs of any county or municipality.

NOW, THEREFORE, BE IT RESOLVED that in accordance with the provisions of N.J.S.A. 40A:4-85, the County of Sussex hereby requests the Director of the Division of Local Government Services to make the following correction in the 2015 County Budget:

<u>Budget Sheet 21a</u>	<u>Appropriated for 2015</u>	<u>Transfer to Required Grant Match</u>	<u>Balance Remaining</u>
County Matching Funds for Grants	\$267,349.00	\$111,689.00	\$155,660.00

BE IF FURTHER RESOLVED that the foregoing correction, is, in the opinion of the governing body, warranted and authorized by the Statute referred to above, and is necessary for the orderly operation of the County of Sussex for the reasons set forth:

Make said item of appropriation available for specific purposes required by matching funds for grants reallocation of amount required to meet minimum required for the local hard-cash match.

USDOT FTA Section 5311 Grant Operating CY2015 (40-774-2) \$111,689.00

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the County Auditor, Nisivoccia LLP, 200 Valley Road, Suite 300, Mt. Arlington, NJ 07856 and is available in OnBase.

Certified as a true copy of the
Resolution adopted by the
Board of Chosen Freeholders
on the 9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

RESOLUTION RE: TRANSFER OF 2015 CURRENT APPROPRIATIONS

WHEREAS, there appears to be insufficient funds in certain 2015 appropriation accounts to meet the demands thereon for the remainder of the year; and

WHEREAS, there appears to be a surplus in certain 2015 appropriation accounts over and above the demand deemed to be necessary for the remainder of the year.

NOW, THEREFORE, BE IT RESOLVED that in accordance with the provisions of N.J.S.A. 40A:4-58, part of the surplus in the accounts heretofore mentioned be, and the same are, hereby transferred to the accounts mentioned as being insufficient to meet the current demands; and

BE IT FURTHER RESOLVED that the County Treasurer is hereby authorized and directed to make the transfers on the attached pages; and

BE IT FURTHER RESOLVED that a certified copy of the Resolution be forwarded to the County Auditor, Nisivoccia LLP, 200 Valley Road, Suite 300, Mt. Arlington, NJ 07856.

Certified as a true copy of the
Resolution adopted by the
Board of Chosen Freeholders
on the 9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

December 9, 2015

Transfer of 2015 Current Appropriations – Current Fund

Transfer From:	Appropriation	Amount
	<u>Central & Services:</u>	
	Salaries & Wages	\$3,000.00
Transfer To:	Appropriation	Amount
	<u>Central Services:</u>	
	Other Expenses	\$3,000.00

Brief Explanatory Statement

- A. **Central Services**: Funds need to cover motor pool, photocopying, and equipment rental and maintenance charges through year-end.

**RESOLUTION RE: ACCEPTANCE OF FEDERAL FUNDS FOR
ENTITLEMENT LANDS AND DISTRIBUTION OF
FEDERAL FUNDS FOR PAYMENT IN LIEU OF TAXES**

WHEREAS, Title 31, Section 6903 of the U.S. Code annotated authorizes the Secretary of the Interior to make Payment in Lieu of Taxes equal to one per centum (1%) of the fair market value of such lands on the date of the acquisition to Counties; wherein lands were subject to real property taxes were acquired by the National Park System; and

WHEREAS, the County Treasurer received a wire of funds from the U.S. Treasury in the amount of \$4,551.00 in accordance with Section 6903; and

WHEREAS, the County Tax Administrator has provided the County Treasurer with the information to insure a proportional distribution of said funds to the Township of Montague, Township of Sandyston and the Township of Walpack.

NOW, THEREFORE BE IT RESOLVED that the amount of \$4,551.00 received from the U.S. Treasury pursuant to Title 31, Section 6903 of the U.S. Code Annotated be proportionally distributed as follows:

Township of Montague	\$ 1,002.59
Township of Sandyston	\$ 1,381.68
Township of Walpack	\$ 2,166.73

BE IT FURTHER RESOLVED that the County Treasurer is hereby authorized to disburse said funds in accordance with the aforesaid proportional distribution; and

BE IT FURTHER RESOLVED that certified copies of this Resolution be forwarded to the Township of Montague, 277 Clove Road, Montague, NJ 07827; the Township of Sandyston, 133 Route 645, Sandyston, NJ 07826; the Township of Walpack, 16 Old Mine Road, Walpack Center, NJ 07881; and a copy is available in On-Base.

Certified as a true copy of the
Resolution adopted by the
Board of Chosen Freeholders
on the 9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

Resolution Summary

RESOLUTION RE: ACCEPTANCE OF FEDERAL FUNDS FOR ENTITLEMENT LANDS AND DISTRIBUTION OF FEDERAL FUNDS FOR PAYMENT IN LIEU OF TAXES

Description of asset received from Federal Government:

Federal funds received to be disbursed to municipalities which have entitlement lands within them. These funds are considered PILOT (Payment in Lieu of Taxes).

RESOLUTION RE: AUTHORIZATION FOR THE FREEHOLDER DIRECTOR TO EXECUTE CONTRACT #16-OGUR WITH THE STATE OF NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES FOR THE CONTRACT TERM FROM 1/1/16-12/31/16 IN THE AMOUNT OF \$36,874.00 FOR THE PROVISION OF YOUTH INCENTIVE PROGRAM SERVICES

WHEREAS, the NJ Department of Children and Families has made available \$36,874.00 to the County of Sussex to provide planning services under the Youth Incentive Program for the youth of Sussex County; and

WHEREAS, the term of this contract is 1/1/16-12/31/16; and

WHEREAS, the Sussex County Department of Human Services Division of Community and Youth Services has completed the contract package as required to execute the contract.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Sussex, that the Freeholder Director is hereby authorized and directed to execute Contract #15-OGUR and all other documents pertaining to this contract with the State of New Jersey Department of Children and Families for the period 1/1/16 to 12/31/16; and

BE IT FURTHER RESOLVED, that three certified copies of this Resolution with the contract and its attachments be forwarded to State of New Jersey, Department of Children and Families, Office of Contract Administration, 50 East State Street, 3rd Floor, P.O. Box 717, Trenton, NJ 08625-0717, Att.: Janet V. Smith.

Certified as a true copy of
the Resolution adopted by
the Board of Chosen Freeholders
on the 9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

RESOLUTION RE: AUTHORIZING THE COUNTY OF SUSSEX TO ENTER INTO A SHARED SERVICE AGREEMENT WITH FRANKLIN BOROUGH FOR THE MANAGEMENT OF THE FRANKLIN CONGREGATE NUTRITION PROGRAM IN ACCORDANCE WITH THE PROVISION OF N.J.S.A. 40A:65-1 ET SEQ.

WHEREAS, Franklin Borough operates a Senior Center which contains a fully operational and licensed kitchen capable of serving meals that meet all State of New Jersey requirements for the management and serving of meals for the congregate meal program for senior citizens; and

WHEREAS, the County of Sussex is in need of a manager and server for the Franklin Congregate Meal Site that is capable of serving meals that meet all State of New Jersey requirements for congregate meals for senior citizens and to work in concert with the Sussex County Department of Human Services, Division of Senior Services to ensure contract compliance; and

WHEREAS, it would be mutually beneficial, efficient, and expedient for the parties to enter into this Agreement; and

WHEREAS, the County of Sussex has agreed to participate in a Shared Services Agreement in the manner and to the extent as outlined in the attached Agreement, which allocation of responsibility and cost, to the County of Sussex, shall not exceed \$25,700.00, and is also agreeable to Franklin Borough; and

WHEREAS, Franklin Borough has agreed to participate in the attached Shared Services Agreement in the manner and to the extent as outlined in the attached Agreement which allocation of responsibility and compensation is also agreeable to the County of Sussex; and

WHEREAS, the parties have the authority to enter into this Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 et seq.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Sussex that the Freeholder Director and the Clerk of the Board are hereby authorized to execute the attached Agreement; and

BE IT FURTHER RESOLVED that copies of this Resolution and Agreement shall be forwarded to the Franklin Borough Council, 46 Main Street, Franklin, NJ 07416; Franklin Borough Manager, 46 Main Street, Franklin, NJ 07416; Thomas H. Neff, Director, NJ Division of Local Government Services, P.O. Box 803, Trenton, NJ 08625.

Certified as a true copy of the
Resolution adopted by the
Board of Chosen Freeholders
on the 9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

A G R E E M E N T

This Agreement entered into this 9th day of December, 2015 by and between the County of Sussex, a political subdivision of the State of New Jersey, having its principal offices at the Sussex County Administrative Center, One Spring Street, Newton, New Jersey 07860, hereinafter referred to as "Sussex" and Franklin Borough, a political subdivision of the State of New Jersey, having its principal offices at 46 Main Street, Franklin, New Jersey 07416, hereinafter referred to as "Franklin"; and

WHEREAS, Franklin Borough operates a Senior Center which contains a fully operational and licensed kitchen capable of serving meals that meet all State of New Jersey requirements for the management and serving of meals for the congregate meal program for senior citizens; and

WHEREAS, the County of Sussex is in need of a manager and server for the Franklin Congregate Meal Site that is capable of serving meals that meet all State of New Jersey requirements for congregate meals for senior citizens and to work in concert with the Sussex County Division of Senior Services to ensure contract compliance; and

WHEREAS, it would be mutually beneficial, efficient, and expedient for the counties to enter into this Agreement; and

WHEREAS, the County of Sussex has agreed to participate in a Shared Services Agreement in the manner and to the extent as outlined in the attached Agreement, which allocation of responsibility and cost, to the County of Sussex, shall not exceed \$25,700.00, and is also agreeable to the Franklin Borough; and

WHEREAS, the Franklin Borough has agreed to participate in this Shared Service Agreement in the manner and to extent as outlined herein and the allocation of responsibility and compensation is also agreeable to the County of Sussex; and

WHEREAS, the parties have the authority to enter into this Agreement under the Shared Services Act, N.J.S.A. 40A:65-1 ET SEQ

NOW, THEREFORE the parties do hereby mutually stipulate and agree as follows:

FRANKLIN BOROUGH, will provide:

1. Space for the Franklin Nutrition Project site operation between the hours of 9:30 a.m. and 2:00 p.m., five (5) days per week, to accommodate approximately seventy-five (75) people at the Franklin Senior Citizen Center, George Labance Lane, Franklin Borough.
2. Use of the large meeting room, kitchen facilities, a ladies' and men's restroom facility, office space for the site manager, and a secured storage space for the following items:
 - Dishes
 - Silverware
 - Paper Products
 - Kitchen Utensils
 - Cleaning Equipment
3. Adequate heating/cooling to maintain the kitchen, restroom, and meeting room at a minimum temperature of 68 degrees and a maximum of 78 degrees.

4. Provide a paid site manager and site aide to manage and operate the Nutrition Site who will receive payment of wages and other compensation, reimbursement of expenses and compliance with Federal, State, and local tax withholding, Workers' Compensation, Temporary Disability, Social Security, Unemployment, and other obligations imposed on the employer of such personnel.
5. Assure that the site manager and/or site aide register and record each participant that attends the nutrition program for that day; take orders for meals to be provided for the next day and fax them to the county by 1:00 pm; and solicit and collect voluntary daily donations of \$2.00 which needs to be counted by two individuals and locked in a secure location for the County to collect weekly.
6. Assure that the site manager and/or site aide prepare utensils and plates for daily meals or have volunteers complete this task; verify and maintain food at appropriate temperatures and record these temperatures daily; serve the meal to the individuals attending the program under a Serv Safe Certification, or a Food Handlers Certification.
7. Assure that there is at least one individual that is certified in CPR at the site.
8. Assurance that the congregate site will be in compliance with all Federal, State, County, and Municipal Health Codes and is maintained in a clean and safe condition.
9. Responsible for clearing snow from the walkways adjacent to the front door of the premises on the days the nutrition program is in operation. Franklin shall also be responsible for applying sand and salt to the sidewalk area adjacent to the front door on the days that nutrition program is in operation. Franklin, on nonproprietary basis, shall provide for the removal of snow from parking lot and sidewalks leading to the premises including adequate sanding and salting of icy patches.
10. Adequate parking to accommodate a reasonable amount of cars for the number of people being serviced at the site, as presently exists.
11. Responsible for providing monthly bills in the amount of \$2,141.67 to cover the cost for the program on a monthly basis.

COUNTY OF SUSSEX, will provide:

1. The Director of Senior Services will act as the Project Director. The Project Director is responsible to handle all issues that may affect the provision of services. The Director is responsible to ensure that each site upholds quality food service standards including adherence to Title III OAA and Chapter XII (NJ Sanitary Code) requirements. If issues arise regarding these standards the Project Director would assist with bring the program into compliance.
2. A full-time Project Coordinator to coordinate services between the nutrition site and the food service provider; complete grant reports, create report forms for the nutrition site and collect documentation and donations from the nutrition sites on a weekly basis.
3. Conduct and complete monthly food surveys and client satisfaction surveys for the Nutrition Site.

4. Provide monthly menus to the site two weeks prior to implementation. Manage the contract with the food service provider and coordinate the delivery of the food to the site.
5. Establish and post a grievance procedure at the nutrition site that is in accordance with guidelines established by the New Jersey Department of Human Services, Division of Aging Services.
6. Will provide individualized advice and guidance to older adults who are at nutritional risk, because of their health or nutritional history, dietary intake, medicines use, or chronic illnesses, about options and methods for improving their nutritional status. This will be provided at each site once per quarter, at the time that the Nutrition Education takes place.
7. Coordinate all of the training for the food handlers to ensure compliance with the grant guidelines.
8. Create and maintain all policies and procedures for the nutrition site.
9. Coordinate recreational activities for the nutrition site in collaboration with the Borough Recreation Coordinator.
10. Will be at the nutrition site on a weekly basis.
11. Provide sites with applicable forms to complete registration, donation collection and temperature reports.
12. Assist in the recruitment of volunteers at each site.

ADDITIONAL TERMS:

1. Each of the parties hereto shall be responsible only for its own acts and omissions with respect to its obligations under this Agreement, and accordingly, each party shall secure and maintain during the term of this Agreement, and any renewal term hereof, the appropriate form and amount of Liability insurance with limits of at least \$1,000.00.00. Each of the parties shall immediately notify the other of any notice from its insurance carrier of the carrier's intention to modify or cancel such insurance coverage. Each party shall provide to the other a certificate of such insurance evidencing liability coverage in connection with the premises and operations conducted there pursuant to this Lease.
2. No variation or modification of the Agreement and no waiver of its provisions shall be valid unless in writing and signed by duly authorized officer of the County of Sussex and the Franklin Borough.
3. The project ceiling cost of \$25,700.00 is hereby established and shall only be increased through mutual agreement of the governing bodies with thirty (30) days written notice provided by Sussex to Franklin from the time period within which seventy-five (75%) percent of the project ceiling cost is reached. Otherwise, Sussex has the option to terminate upon thirty (30) days written notice.
4. The Congregate Nutrition Program collects donations through voluntary participant contributions. These donations are utilized to maintain and expand congregate nutrition services at the site as outlined by the New Jersey Standards for the Nutrition Program for Older Americans. The donations are applied to the additional costs incurred beyond the \$25,700.00 administrative costs outlined in this Agreement for the program supplies, recreational activities, additional food costs and equipment. The County will retain

\$125.00 per month of the donations collected to cover a portion of the County's costs for implementing the program.

5. This Agreement shall run from January 1, 2016 until December 31, 2016.
6. Upon expiration of the term, the parties may extend the term or enter into a new Agreement upon such terms and conditions, including compensation, as they agree and are incorporated into a written Agreement.

IN WITNESS WHEREOF the undersigned, being duly authorized to do so in accordance with the Statutes, hereunto set their hands and cause their corporate seals to be affixed this 9th day of December, 2015.

COUNTY OF SUSSEX

ATTEST:

**Catherine M. Williams, Clerk
Board of Chosen Freeholders**

**Phillip R. Crabb, Freeholder Director
Board of Chosen Freeholders**

FRANKLIN BOROUGH

ATTEST:

**Robin Hough, Clerk
Franklin Borough**

**Paul B. Crowley, Mayor
Franklin Borough**

Shared Service Agreement for CY2016 with the Franklin Borough for the Management of the Congregate Nutrition Program in the amount of \$25,700.00

CERTIFICATION RE: BUDGET APPROPRIATION FOR AWARDING OF AGREEMENT

I, Robert J. Maikis, Treasurer, County of Sussex, hereby certify to the Clerk, Board of Chosen Freeholders that this certification is subject to adequate funds being appropriated in the 2016 County budget appropriations entitled:

Congregate Nutrition Program:

Reserve for Federal & State Grant Funds:

Title III B	01-213-40-670-16-450	\$2,400.00
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Reserve for Federal & State Grant Funds:

Title III C-1	01-213-40-671-16-435	\$14,840.00
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Current Fund:

Lease Agreement	01-201-27-343-450	\$8,460.00
	Total	<u>\$25,700.00</u>

For Awarding of an Agreement for:

Management of the Franklin Nutrition Program
Congregate Nutrition Program
from January 1, 2016 to December 31, 2016

Amount not to exceed \$25,700.00.

TO: Franklin Borough
C/o Township Manager
Franklin Borough Municipal Building
46 Main Street
Franklin, NJ 07416

Robert J. Maikis, Jr., Treasurer

Dated: December 9, 2015
Requisition #

**Resolution Summary
Authorizing Grant Agreement**

Resolution: AUTHORIZING THE COUNTY OF SUSSEX TO ENTER INTO A SHARED SERVICE AGREEMENT WITH THE HOPATCONG BOROUGH FOR THE MANAGEMENT OF THE HOPATCONG CONGREGATE NUTRITION PROGRAM IN ACCORDANCE WITH THE PROVISION OF N.J.S.A. 40A:65-1 ET SEQ.

State/Federal (or other) Grantor Agency: NJ Department of Human Services, Division of Aging Services

County agency originating grant application: Division of Senior Services

Description of purpose of grant funds: Provide services and site for congregate nutrition site.

Amount of grant funds sought: \$2,400.00 Title III B funds, \$23,300.00 Title III C1 funds, (Total funds \$25,700.00)

County budget match: none

Term of agreement: 1/1/16 – 12/31/16

Will additional staff need to be hired? No
If so, describe specific duties

Is this initial funding or has funding been received in the past? Been received in the past

If funding has been received in prior years:
List amount of funding received and County match in last 3 years 2013 & 2014 - \$22,700.00 No county match, 2015 \$25,700.00 no county match

Is there an expectation that the grant funds will be renewed in future years? Yes

Describe impact on organization if grant funds are not renewed: Seniors would not have a congregate nutrition program in this area of the county.

RESOLUTION RE: AUTHORIZING THE COUNTY OF SUSSEX TO ENTER INTO A SHARED SERVICE AGREEMENT WITH THE HOPATCONG BOROUGH FOR THE MANAGEMENT OF THE HOPATCONG CONGREGATE NUTRITION PROGRAM IN ACCORDANCE WITH THE PROVISION OF N.J.S.A. 40A:65-1 ET SEQ.

WHEREAS, the Hopatcong Borough operates a Senior Center which contains an operational and licensed kitchen capable of serving meals that meet all State of New Jersey requirements for the management and serving of meals for the congregate meal program for senior citizens; and

WHEREAS, the County of Sussex is in need of a manager and server for the Hopatcong Congregate Meal Site that is capable of serving meals that meet all State of New Jersey requirements for congregate meals for senior citizens and to work in concert with the Sussex County Department of Human Services, Division of Senior Services to ensure contract compliance; and

WHEREAS, it would be mutually beneficial, efficient, and expedient for the parties to enter into this Agreement; and

WHEREAS, the County of Sussex has agreed to participate in a Shared Services Agreement in the manner and to the extent as outlined in the attached Agreement, which allocation of responsibility and cost, to the County of Sussex, shall not exceed \$25,700.00, and is also agreeable to the Hopatcong Borough; and

WHEREAS, the Hopatcong Borough has agreed to participate in the attached Shared Services Agreement in the manner and to the extent as outlined in the attached Agreement which allocation of responsibility and compensation is also agreeable to the County of Sussex; and

WHEREAS, the parties have the authority to enter into this Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 et seq.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Sussex that the Freeholder Director and the Clerk of the Board are hereby authorized to execute the attached Agreement; and

BE IT FURTHER RESOLVED that copies of this Resolution and Agreement shall be forwarded to the Hopatcong Borough Council, 111 River Styx Road, Hopatcong, NJ 07843; Hopatcong Borough Manager, 111 River Styx Road, Hopatcong, NJ 07843; Thomas H. Neff, Director, NJ Division of Local Government Services, P.O. Box 803, Trenton, NJ 08625.

Certified as a true copy of the
Resolution adopted by the
Board of Chosen Freeholders
on the 9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

A G R E E M E N T

This Agreement entered into this 9th day of December 2015 by and between the County of Sussex, a political subdivision of the State of New Jersey, having its principal offices at the Sussex County Administrative Center, One Spring Street, Newton, New Jersey 07860, hereinafter referred to as "Sussex" and the Hopatcong Borough, a political subdivision of the State of New Jersey, having its principal offices at 111 River Styx Road, Hopatcong, NJ 07843, hereinafter referred to as "Hopatcong"; and

WHEREAS, the Hopatcong Borough operates a Senior Center which contains an operational and licensed kitchen capable of serving meals that meet all State of New Jersey requirements for the management and serving of meals for the congregate meal program for senior citizens; and

WHEREAS, the County of Sussex is in need of a manager and server for the Hopatcong Congregate Meal Site that is capable of serving meals that meet all State of New Jersey requirements for congregate meals for senior citizens and to work in concert with the Sussex County Division of Senior Services to ensure contract compliance; and

WHEREAS, it would be mutually beneficial, efficient, and expedient for the counties to enter into this Agreement; and

WHEREAS, the County of Sussex has agreed to participate in a Shared Services Agreement in the manner and to the extent as outlined in the attached Agreement, which allocation of responsibility and cost, to the County of Sussex, shall not exceed \$25,700.00, and is also agreeable to the Hopatcong Borough; and

WHEREAS, the Hopatcong Borough has agreed to participate in this Shared Service Agreement in the manner and to extent as outlined herein and the allocation of responsibility and compensation is also agreeable to the County of Sussex; and

WHEREAS, the parties have the authority to enter into this Agreement under the Shared Services Act, N.J.S.A. 40A:65-1 ET SEQ

NOW, THEREFORE the parties do hereby mutually stipulate and agree as follows:

HOPATCONG BOROUGH, will provide:

1. Space for the Hopatcong Nutrition Project site operation between the hours of 9:30 a.m. and 2:00 p.m., five (5) days per week, to accommodate approximately seventy-five (75) people at the Hopatcong Senior Citizen Center, 32 Lakeside Boulevard, Hopatcong Borough.
2. Use of the large meeting room, kitchen facilities, a ladies' and men's restroom facility, office space for the site manager, and a secured storage space for the following items:
 - Dishes
 - Silverware
 - Paper Products
 - Kitchen Utensils
 - Cleaning Equipment
3. Adequate heating/cooling to maintain the kitchen, restroom, and meeting room at a minimum temperature of 68 degrees and a maximum of 78 degrees.

4. Provide a paid site manager and site aide to manage and operate the Nutrition Site who will receive payment of wages and other compensation, reimbursement of expenses and compliance with Federal, State, and local tax withholding, Workers' Compensation, Temporary Disability, Social Security, Unemployment, and other obligations imposed on the employer of such personnel.
5. Assure that the site manager and/or site aide register and record each participant that attends the nutrition program for that day; take orders for meals to be provided for the next day and fax them to the county by 1:00 pm; and solicit and collect voluntary daily donations of \$2.00 which needs to be counted by two individuals and locked in a secure location for the County to collect weekly.
6. Assure that the site manager and/or site aide prepare utensils and plates for daily meals or have volunteers complete this task; verify and maintain food at appropriate temperatures and record these temperatures daily; serve the meal to the individuals attending the program under a Serv Safe Certification, or a Food Handlers Certification.
7. Assure that there is at least one individual that is certified in CPR at the site.
8. Assurance that the congregate site will be in compliance with all Federal, State, County, and Municipal Health Codes and is maintained in a clean and safe condition.
9. Responsible for clearing snow from the walkways adjacent to the front door of the premises on the days the nutrition program is in operation. Hopatcong shall also be responsible for applying sand and salt to the sidewalk area adjacent to the front door on the days that nutrition program is in operation. Hopatcong, on nonproprietary basis, shall provide for the removal of snow from parking lot and sidewalks leading to the premises including adequate sanding and salting of icy patches.
10. Adequate parking to accommodate a reasonable amount of cars for the number of people being serviced at the site, as presently exists.
11. Responsible for providing monthly bills in the amount of \$2,141.67 to cover the cost for the program on a monthly basis.

COUNTY OF SUSSEX, will provide:

1. The Director of Senior Services will act as the Project Director. The Project Director is responsible to handle all issues that may affect the provision of services. The Director is responsible to ensure that each site upholds quality food service standards including adherence to Title III OAA and Chapter XII (NJ Sanitary Code) requirements. If issues arise regarding these standards the Project Director would assist with bring the program into compliance.
2. A full-time Project Coordinator to coordinate services between the nutrition site and the food service provider; complete grant reports, create report forms for the nutrition site and collect documentation and donations from the nutrition sites on a weekly basis.
3. Conduct and complete monthly food surveys and client satisfaction surveys for the Nutrition Site.

4. Provide monthly menus to the site two weeks prior to implementation. Manage the contract with the food service provider and coordinate the delivery of the food to the site.
5. Establish and post a grievance procedure at the nutrition site that is in accordance with guidelines established by the New Jersey Department of Human Services, Division of Aging Services.
6. Will provide individualized advice and guidance to older adults who are at nutritional risk, because of their health or nutritional history, dietary intake, medicines use, or chronic illnesses, about options and methods for improving their nutritional status. This will be provided at each site once per quarter, at the time that the Nutrition Education takes place.
7. Coordinate all of the training for the food handlers to ensure compliance with the grant guidelines.
8. Create and maintain all policies and procedures for the nutrition site.
9. Coordinate recreational activities for the nutrition site in collaboration with the Borough Recreation Coordinator.
10. Will be at the nutrition site on a weekly basis.
11. Provide sites with applicable forms to complete registration, donation collection and temperature reports.
12. Assist in the recruitment of volunteers at each site.

ADDITIONAL TERMS:

1. Each of the parties hereto shall be responsible only for its own acts and omissions with respect to its obligations under this Agreement, and accordingly, each party shall secure and maintain during the term of this Agreement, and any renewal term hereof, the appropriate form and amount of Liability insurance with limits of at least \$1,000.00.00. Each of the parties shall immediately notify the other of any notice from its insurance carrier of the carrier's intention to modify or cancel such insurance coverage. Each party shall provide to the other a certificate of such insurance evidencing liability coverage in connection with the premises and operations conducted there pursuant to this Lease.
2. No variation or modification of the Agreement and no waiver of its provisions shall be valid unless in writing and signed by duly authorized officer of the County of Sussex and the Hopatcong Borough.
3. The project ceiling cost of \$25,700.00 is hereby established and shall only be increased through mutual agreement of the governing bodies with thirty (30) days written notice provided by Sussex to Hopatcong from the time period within which seventy-five (75%) percent of the project ceiling cost is reached. Otherwise, Sussex has the option to terminate upon thirty (30) days written notice.
4. The Congregate Nutrition Program collects donations through voluntary participant contributions. These donations are utilized to maintain and expand congregate nutrition services at the site as outlined by the New Jersey Standards for the Nutrition Program for Older Americans. The donations are applied to the additional costs incurred beyond the \$25,700.00 administrative costs outlined in this Agreement for the program supplies, recreational activities, additional food costs and equipment. The County will retain

\$125.00 per month of the donations collected to cover a portion of the County's costs for implementing the program.

5. This Agreement shall run from January 1, 2016 until December 31, 2016.
6. Upon expiration of the term, the parties may extend the term or enter into a new Agreement upon such terms and conditions, including compensation, as they agree and are incorporated into a written Agreement.

IN WITNESS WHEREOF the undersigned, being duly authorized to do so in accordance with the Statutes, hereunto set their hands and cause their corporate seals to be affixed this 9th day of December, 2015.

COUNTY OF SUSSEX

ATTEST:

**Catherine M. Williams, Clerk
Board of Chosen Freeholders**

**Phillip R. Crabb, Freeholder Director
Board of Chosen Freeholders**

HOPATCONG BOROUGH

ATTEST:

**Catherine Gleason, Clerk
Hopatcong Borough**

**Sylvia Petillo, Mayor
Hopatcong Borough**

Shared Service Agreement for CY2016 with the Hopatcong Borough for the Management of the Congregate Nutrition Program in the amount of \$25,700.00

CERTIFICATION RE: BUDGET APPROPRIATION FOR AWARDING OF AGREEMENT

I, Robert J. Maikis, Jr., Treasurer, County of Sussex, hereby certify to the Clerk, Board of Chosen Freeholders that this certification is subject to adequate funds being appropriated in the 2016 County budget appropriations entitled:

Congregate Nutrition Program:

Reserve for Federal & State Grant Funds:

Title III B	01-213-40-670-16-450	\$2,400.00
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Reserve for Federal & State Grant Funds:

Title III C-1	01-213-40-671-16-435	<u>\$14,840.00</u>
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Current Fund:

Lease Agreement	01-201-27-343-450	<u>\$8,460.00</u>
	Total	<u>\$25,700.00</u>

For Awarding of an Agreement for:

Management of the Hopatcong Nutrition Program
Congregate Nutrition Program
from January 1, 2016 to December 31, 2016

Amount not to exceed \$25,700.00.

TO: Hopatcong Borough
C/o Township Manager
Hopatcong Borough Municipal Building
111 River Styx Road
Hopatcong, NJ 07843

Robert J. Maikis, Jr., Treasurer

Dated: December 9, 2015
Requisition #

RESOLUTION RE: AUTHORIZING THE COUNTY OF SUSSEX TO ENTER INTO A SHARED SERVICE AGREEMENT WITH THE TOWNSHIP OF VERNON FOR THE MANAGEMENT OF THE VERNON CONGREGATE NUTRITION PROGRAM IN ACCORDANCE WITH THE PROVISION OF N.J.S.A. 40A:65-1 ET SEQ.

WHEREAS, the Township of Vernon operates a Senior Center which contains a fully operational and licensed kitchen capable of serving meals that meet all State of New Jersey requirements for the management and serving of meals for the congregate meal program for senior citizens; and

WHEREAS, the County of Sussex is in need of a manager and server for the Vernon Congregate Meal Site that is capable of serving meals that meet all State of New Jersey requirements for congregate meals for senior citizens and to work in concert with the Sussex County Department of Human Services, Division of Senior Services to ensure contract compliance; and

WHEREAS, it would be mutually beneficial, efficient, and expedient for the parties to enter into this Agreement; and

WHEREAS, the County of Sussex has agreed to participate in a Shared Services Agreement in the manner and to the extent as outlined in the attached Agreement, which allocation of responsibility and cost, to the County of Sussex, shall not exceed \$25,700.00, and is also agreeable to the Township of Vernon; and

WHEREAS, the Township of Vernon has agreed to participate in the attached Shared Services Agreement in the manner and to the extent as outlined in the attached Agreement which allocation of responsibility and compensation is also agreeable to the County of Sussex; and

WHEREAS, the parties have the authority to enter into this Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 et seq.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Sussex that the Freeholder Director and the Clerk of the Board are hereby authorized to execute the attached Agreement; and

BE IT FURTHER RESOLVED that copies of this Resolution and Agreement shall be forwarded to the Vernon Township Council, 21 Church Street, Vernon, NJ 07462; Vernon Township Manager, 21 Church Street, Vernon, NJ 07462; Vernon Township Department of Recreation and Community Development, 21 Church Street, Vernon, NJ 07462; Thomas H. Neff, Director, NJ Division of Local Government Services, P.O. Box 803, Trenton, NJ 08625.

Certified as a true copy of the
Resolution adopted by the
Board of Chosen Freeholders
on the 9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

A G R E E M E N T

This Agreement entered into this 9th day of December, 2015 by and between the County of Sussex, a political subdivision of the State of New Jersey, having its principal offices at the Sussex County Administrative Center, One Spring Street, Newton, New Jersey 07860, hereinafter referred to as "Sussex" and the Township of Vernon, a political subdivision of the State of New Jersey, having its principal offices at 21 Church Street, Vernon, New Jersey 07462, hereinafter referred to as "Vernon"; and

WHEREAS, the Township of Vernon operates a Senior Center which contains a fully operational and licensed kitchen capable of serving meals that meet all State of New Jersey requirements for the management and serving of meals for the congregate meal program for senior citizens; and

WHEREAS, the County of Sussex is in need of a manager and server for the Vernon Congregate Meal Site that is capable of serving meals that meet all State of New Jersey requirements for congregate meals for senior citizens and to work in concert with the Sussex County Division of Senior Services to ensure contract compliance; and

WHEREAS, it would be mutually beneficial, efficient, and expedient for the counties to enter into this Agreement; and

WHEREAS, the County of Sussex has agreed to participate in a Shared Services Agreement in the manner and to the extent as outlined in the attached Agreement, which allocation of responsibility and cost, to the County of Sussex, shall not exceed \$25,700.00, and is also agreeable to the Township of Vernon; and

WHEREAS, the Township of Vernon has agreed to participate in this Shared Service Agreement in the manner and to extent as outlined herein and the allocation of responsibility and compensation is also agreeable to the County of Sussex; and

WHEREAS, the parties have the authority to enter into this Agreement under the Shared Services Act, N.J.S.A. 40A:65-1 ET SEQ

NOW, THEREFORE the parties do hereby mutually stipulate and agree as follows:

TOWNSHIP OF VERNON, will provide:

1. Space for the Vernon Nutrition Project site operation between the hours of 9:30 a.m. and 2:00 p.m., five (5) days per week, to accommodate approximately seventy-five (75) people at the Senior Citizen Center, Municipal Building, Church Street, Vernon Township.
2. Use of the right half of the large meeting room, kitchen facilities, a ladies' and men's restroom facility, office space for the site manager, and a secured storage space for the following items:
 - Dishes
 - Silverware
 - Paper Products
 - Kitchen Utensils
 - Cleaning Equipment

3. Adequate heating/cooling to maintain the kitchen, restroom, and meeting room at a minimum temperature of 68 degrees and a maximum of 78 degrees.
4. Provide a paid site manager and site aide to manage and operate the Nutrition Site who will receive payment of wages and other compensation, reimbursement of expenses and compliance with Federal, State, and local tax withholding, Workers' Compensation, Temporary Disability, Social Security, Unemployment, and other obligations imposed on the employer of such personnel.
5. Assure that the site manager and/or site aide register and record each participant that attends the nutrition program for that day; take orders for meals to be provided for the next day and fax them to the county by 1:00 pm; and solicit and collect voluntary daily donations of \$2.00 which needs to be counted by two individuals and locked in a secure location for the County to collect weekly.
6. Assure that the site manager and/or site aide prepare utensils and plates for daily meals or have volunteers complete this task; verify and maintain food at appropriate temperatures and record these temperatures daily; serve the meal to the individuals attending the program under a Serv Safe Certification, or a Food Handlers Certification.
7. Assure that there is at least one individual that is certified in CPR at the site.
8. Assurance that the congregate site will be in compliance with all Federal, State, County, and Municipal Health Codes and is maintained in a clean and safe condition.
9. Responsible for clearing snow from the walkways adjacent to the front door of the premises on the days the nutrition program is in operation. Vernon shall also be responsible for applying sand and salt to the sidewalk area adjacent to the front door on the days that nutrition program is in operation. Vernon, on nonproprietary basis, shall provide for the removal of snow from parking lot and sidewalks leading to the premises including adequate sanding and salting of icy patches.
10. Adequate parking to accommodate a reasonable amount of cars for the number of people being serviced at the site, as presently exists.
11. Responsible for providing monthly bills in the amount of \$2,141.67 to cover the cost for the program on a monthly basis.

COUNTY OF SUSSEX, will provide:

1. The Director of Senior Services will act as the Project Director. The Project Director is responsible to handle all issues that may affect the provision of services. The Director is responsible to ensure that each site upholds quality food service standards including adherence to Title III OAA and Chapter XII (NJ Sanitary Code) requirements. If issues arise regarding these standards the Project Director would assist with bring the program into compliance.
2. A full-time Project Coordinator to coordinate services between the nutrition site and the food service provider; complete grant reports, create report forms for the nutrition site and collect documentation and donations from the nutrition sites on a weekly basis.
3. Conduct and complete monthly food surveys and client satisfaction surveys for the Nutrition Site

4. Provide monthly menus to the site two weeks prior to implementation. Manage the contract with the food service provider and coordinate the delivery of the food to the site.
5. Establish and post a grievance procedure at the nutrition site that is in accordance with guidelines established by the New Jersey Department of Human Services, Division of Aging Services.
6. Will provide individualized advice and guidance to older adults who are at nutritional risk, because of their health or nutritional history, dietary intake, medicines use, or chronic illnesses, about options and methods for improving their nutritional status. This will be provided at each site once per quarter, at the time that the Nutrition Education takes place.
7. Coordinate all of the training for the food handlers to ensure compliance with the grant guidelines.
8. Create and maintain all policies and procedures for the nutrition site.
9. Coordinate recreational activities for the nutrition site in collaboration with the Township Recreation Coordinator.
10. Will be at the nutrition site on a weekly basis.
11. Provide sites with applicable forms to complete registration, donation collection and temperature reports.
12. Assist in the recruitment of volunteers at each site.

ADDITIONAL TERMS:

1. Each of the parties hereto shall be responsible only for its own acts and omissions with respect to its obligations under this Agreement, and accordingly, each party shall secure and maintain during the term of this Agreement, and any renewal term hereof, the appropriate form and amount of Liability insurance with limits of at least \$1,000.00.00. Each of the parties shall immediately notify the other of any notice from its insurance carrier of the carrier's intention to modify or cancel such insurance coverage. Each party shall provide to the other a certificate of such insurance evidencing liability coverage in connection with the premises and operations conducted there pursuant to this Lease.
2. No variation or modification of the Agreement and no waiver of its provisions shall be valid unless in writing and signed by duly authorized officer of the County of Sussex and the Township of Vernon.
3. The project ceiling cost of \$25,700.00 is hereby established and shall only be increased through mutual agreement of the governing bodies with thirty (30) days written notice provided by Sussex to Vernon from the time period within which seventy-five (75%) percent of the project ceiling cost is reached. Otherwise, Sussex has the option to terminate upon thirty (30) days written notice.
4. The Congregate Nutrition Program collects donations through voluntary participant contributions. These donations are utilized to maintain and expand congregate nutrition services at the site as outlined by the New Jersey Standards for the Nutrition Program for Older Americans. The donations are applied to the additional costs incurred beyond the \$25,700.00 administrative costs outlined in this Agreement for the program supplies,

recreational activities, additional food costs and equipment. The County will retain \$125.00 per month of the donations collected to cover a portion of the County's costs for implementing the program.

5. This Agreement shall run from January 1, 2016 until December 31, 2016.
6. Upon expiration of the term, the parties may extend the term or enter into a new Agreement upon such terms and conditions, including compensation, as they agree and are incorporated into a written Agreement.

IN WITNESS WHEREOF the undersigned, being duly authorized to do so in accordance with the Statutes, hereunto set their hands and cause their corporate seals to be affixed this 9th day of December, 2015.

COUNTY OF SUSSEX

ATTEST:

**Catherine M. Williams, Clerk
Board of Chosen Freeholders**

**Phillip R. Crabb, Freeholder Director
Board of Chosen Freeholders**

TOWNSHIP OF VERNON

ATTEST:

**Lauren E. Kirkman, Clerk
Vernon Township**

**Victor J. Marotta, Mayor
Vernon Township**

Shared Service Agreement for CY2016 with the Township of Vernon for the Management of the Congregate Nutrition Program in the amount of \$25,700.00

CERTIFICATION RE: BUDGET APPROPRIATION FOR AWARDING OF AGREEMENT

I, Robert J. Maikis, Jr., Treasurer, County of Sussex, hereby certify to the Clerk, Board of Chosen Freeholders that this certification is subject to adequate funds being appropriated in the 2016 County budget appropriations entitled:

Congregate Nutrition Program:

Reserve for Federal & State Grant Funds:

Title III B	01-213-40-670-16-450	\$2,400.00
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Reserve for Federal & State Grant Funds:

Title III C-1	01-213-40-671-16-435	\$23,300.00
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Total		<u>\$25,700.00</u>
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For Awarding of an Agreement for:

Management of the Vernon Nutrition Program
Congregate Nutrition Program
from January 1, 2016 to December 31, 2016

Amount not to exceed \$25,700.00.

TO: Township of Vernon
C/o Township Manager
Vernon Township Municipal Building
21 Church Street
Vernon, NJ 07462

Robert J. Maikis, Jr., Treasurer

Dated: December 9, 2015
Requisition #

RESOLUTION RE: AUTHORIZATION FOR THE FREEHOLDER DIRECTOR TO EXECUTE CONTRACT #16ALUN WITH THE NJ DEPARTMENT OF CHILDREN AND FAMILIES TO PROVIDE \$63,836.00 IN FUNDING TO THE SUSSEX COUNTY DEPARTMENT OF HUMAN SERVICES, DIVISION OF COMMUNITY AND YOUTH SERVICES FOR THE PERIOD OF JANUARY 1, 2016 TO DECEMBER 31, 2016

WHEREAS, the NJ Department of Children and Families has requested a Contract for the Human Services Advisory Council Contract for Calendar Year 2016; and

WHEREAS, the amount of funding from the NJ Department of Children and Families will be \$63,836.00, with a County cash match in the amount of \$16,026.00 for the Contract period; and

WHEREAS, the Sussex County Department of Human Services, Division of Community and Youth Services has completed the Contract package as required to execute the Contract.

NOW, THEREFORE, BE IT RESOLVED that the Sussex County Freeholder Director is hereby authorized and directed to execute the aforementioned Contract and all other required documents effective January 1, 2016 to December 31, 2016 to receive \$63,836.00 funds from the NJ Department of Children and Families with a County match of \$16,026.00; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution, together with a copy of the Contract and all attachments, be forwarded to Donald Slane, Contract Administrator, Department of Children and Families, Northern Business Office, Mack-Cali Corporate Center, 201 Littleton Road, Morris Plains, NJ 07950.

Certified as a true copy of the Resolution adopted by the Board of Chosen Freeholders on the 9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex, New Jersey

**RESOLUTION RE: AUTHORIZATION FOR THE BOARD OF CHOSEN
FREEHOLDERS TO ACCEPT A SUBGRANT
AWARD OF THE FEDERAL FISCAL YEAR 2015
DEPARTMENT OF HOMELAND SECURITY
EMERGENCY MANAGEMENT PERFORMANCE
GRANT PROGRAM FUNDING IN THE AMOUNT OF
\$110,000.00**

WHEREAS, the County of Sussex, Office of the Sheriff, Division of Emergency Management is eligible for State Homeland Security Grant Program Subgrant CFDA #97.042, Award #2015-EMPG-EMAA-1900 in the amount of \$110,000.00 from the New Jersey Office of Homeland Security and Preparedness and the New Jersey State Police, Office of Emergency Management for the purpose of enhancing Sussex County's ability to prevent, protect against, respond to and recover from acts of terrorism, natural disasters and other catastrophic events and emergencies; and

WHEREAS, the Subgrant Award incorporates all conditions and representations contained or made in Application and Notice of Award; and

WHEREAS, the Sussex County Sheriff's Office, Division of Emergency Management, designated by the New Jersey State Police, Office of Emergency Management, has submitted an Application for Subgrant Award that has been required by the said New Jersey State Police Office of Emergency Management; and

WHEREAS, the Application for Subgrant Award calls for an in-kind match in the amount of \$55,000.00, which the Sussex County Sheriff's Office, Bureau of Emergency Management can adequately satisfy, through the 2015/2016 County of Sussex budget for the Bureau of Emergency Management salaries and wages.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Sussex hereby authorizes application for acceptance of the award of the FFY15 Homeland Security Emergency Management Performance Grant Program Subgrant in the amount of \$110,000.00 from the New Jersey State Police, Office of Emergency Management; and

BE IT FURTHER RESOLVED that the Sussex County Administrator, the County Chief Fiscal Officer and the County Emergency Management Coordinator are authorized to sign the appropriate Subgrant Award documents; and

BE IT FURTHER RESOLVED that copies of this Resolution shall be uploaded to the State of New Jersey State Police, Office of Emergency Management, NJEMGrants Portal by the Sussex County Sheriff's Office, Division of Emergency Management.

Certified as a true copy
of the Resolution adopted
by the Board of Chosen Freeholders
on the 9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex, New Jersey

RESOLUTION RE: AUTHORIZATION FOR THE FREEHOLDER DIRECTOR TO SIGN AND EXECUTE A BUDGET MODIFICATION FOR THE SENIOR CITIZEN AND DISABLED RESIDENT TRANSPORTATION ASSISTANCE PROGRAM (SCDRTAP) WITH NJ TRANSIT TO PROVIDE \$624,757.06 IN FUNDING TO THE SUSSEX COUNTY DEPARTMENT OF HUMAN SERVICES, DIVISION OF SOCIAL SERVICES, OFFICE OF TRANSIT, FOR THE PERIOD OF JANUARY 1, 2016 TO DECEMBER 31, 2016

WHEREAS, the County of Sussex has made application to NJ Transit for SCDRTAP transit services in the amount of \$438,365.38 for the calendar year January 1, 2016 through December 31, 2016, which was approved on August 12, 2015 by the Sussex County Board of Chosen Freeholders; and

WHEREAS, NJ Transit has provided close-out carry-over SCDRTAP transit funding to the County of Sussex in the amount of \$186,391.68 for the period covering January 1, 2016 through December 31, 2016; and

WHEREAS, the County of Sussex requires a Budget Modification to incorporate 2014 SCDRTAP Close-Out carry-over funding in the amount of \$186,391.68 for transportation services into the 2016 SCDRTAP Contract with NJ Transit, for a total of \$624,757.06; and

WHEREAS, the Sussex County Department of Human Services, Division of Social Services, Office of Transit, has completed the Budget Modification materials as required to execute the Budget Modification.

NOW, THEREFORE, BE IT RESOLVED that Sussex County Board of Chosen Freeholders does hereby authorize the Freeholder Director to execute any and all necessary contractual agreements with New Jersey Transit Corporation for this funding and Contract; and

BE IT FURTHER RESOLVED that certified copies of this Resolution, along with copies of the Contract Modification, be forwarded to Steve Fittante, Director, Local Programs and Minibus Support Service, NJ Transit Headquarters, One Penn Plaza East, Newark, NJ 07105-2246; Lea Sheridan, Supervisor of Quality Assurance & Compliance, Local Programs and Minibus Support, NJ Transit, One Penn Plaza East, Newark, NJ 07105-2246; and, Isabel Hernandez, Regional Program Assistant, Local Programs Support, New Jersey Transit, One Penn Plaza East, Newark, New Jersey 07105-2246.

Certified as a true copy of the Resolution adopted by the Board of Chosen Freeholders on the 9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

RESOLUTION RE: AUTHORIZING THE THIRD AMENDMENT TO THE CONTRACT TO KELLER & KIRKPATRICK, INC. TO PROVIDE ENGINEERING SERVICES FOR THE REHABILITATION OF COUNTY BRIDGES X-09 CARRYING COUNTY ROUTE 565 OVER PAPAKATING CREEK IN THE TOWNSHIP OF WANTAGE AND O-07 CARRYING PASSAIC AVENUE OVER WALLKILL RIVER IN THE BOROUGH OF OGDENSBURG PURSUANT TO N.J.S.A. 40A:11-4.1

WHEREAS, after an open competitive selection process the County of Sussex awarded a design contract for professional engineering services to Keller & Kirkpatrick, Inc. of Morris Plains, NJ on April 9, 2014 in the amount of \$264,252.00 for the Rehabilitation of CR-565 Bridge X-09 and Passaic Avenue Bridge O-07, with Bridge X-09 as the priority project to be advanced ahead of Bridge O-07; and

WHEREAS, the original contract stipulated that the County had a \$1 million FY 2013 Local Bridges Future Needs Program (LBFNP) grant with a construction award date of December 23, 2015 for the rehabilitation of Bridge X-09 and a discretionary LBFNP application pending in the amount of \$800,000.00 for the rehabilitation of Bridge O-07; and

WHEREAS, due to complex property acquisitions with the U.S. Fish and Wildlife Service required for the Bridge X-09 project it appeared unlikely a construction contract would be awarded in time to meet the December 23, 2015 construction award date and as such the County was compelled to transfer the \$1 million FY 2013 LBFNP grant from the Bridge X-09 project to the Bridge O-07 project; and

WHEREAS, the First Amendment in the amount of \$41,000.00, which reflected costs for accelerating the design of Passaic Avenue Bridge O-07 to meet the Local Bridges Future Needs Program construction award deadline of December 23, 2015 and for the design of a complex value engineered replacement structure for Bridge O-07, was authorized by the Board of Chosen Freeholders on April 22, 2015; and

WHEREAS, the Second Amendment in the amount of (\$536.98), which reflected the final design costs for directed extra work items and unanticipated extra work for the Bridge X-09 project, which closed out the Bridge X-09 portion of the contract, was authorized by the Board of Chosen Freeholders on November 10, 2015; and

WHEREAS, at a project progress meeting with the Ogdensburg Borough Mayor and Council it was brought to the Division's attention that Ogdensburg's pedestrian circulation plan included future sidewalks on Passaic Avenue and as such accommodations for a future sidewalk installation on Bridge O-07 were reviewed, requiring multiple iterations of the bridge pylon end treatments and bridge railing and curb design heights to ensure that a bridge sidewalk could be safely accommodated; and

WHEREAS, the Consultant was directed to reduce the proposed thickness of the steel sheet pile concrete cap and increase the exposed concrete formliner face on the wingwalls and abutments to enhance the bridge aesthetics and to modify the thickness of the formliner finish to reduce the concrete quantity, resulting in a more efficient design; and

WHEREAS, during the Division's 90% plan review, the proposed limits of pavement reconstruction versus pavement milling and repaving were modified to reduce the quantity of full depth reconstruction, which required modifications to multiple plan sheets and the related quantities; and

WHEREAS, the innovative utilization of steel sheet piling as the substructure bridge elements in lieu of conventional reinforced concrete abutments and wingwalls required additional research related to the potential effects dissimilar metals could have on the structural integrity of the steel sheet piles as well as best practices involving testing of the steel sheets for determining bearing resistance; and

WHEREAS, several alternative pylon configurations were developed in an effort to accommodate a future potential sidewalk and limit the reveal of the pylon over the guide rail attachment to be in conformance with standard NJDOT details; and

WHEREAS, during the 60% plan review, the Division requested the proposed concrete ledge supporting the concrete formliner facing be removed and the concrete formliner be extended to 3' below grade; and

WHEREAS, other necessary revisions were made to the plans in accommodating the existing underground and overhead utilities, the inclusion of Hycrete concrete additive to the contract documents; review of various NJDOT sawcut groove deck details, multiple reviews of the Engineer's Estimate relative to the sheet pile walls, and modifications to the surface treatments under the guide rail; and

WHEREAS, due to the scope change from a Rehabilitation to a Replacement, a supplemental Construction Support Services Allowance is required to fund the anticipated additional shop drawing reviews required; and

WHEREAS, the construction item "Maintenance and Protection of Stream Flow" is a methods and means item determined by the Contractor, it is possible the proposed method shown on the plans may not be used during construction, with the Contractor choosing to use a different method which may require additional shop drawing review; and

WHEREAS, due to the innovative use of steel sheet piling as the substructure bridge elements in lieu of conventional reinforced concrete abutments and wingwalls, it is intended that an as-built survey of the steel sheet piling be performed for future monitoring of the bridge; and

WHEREAS, as the Borough of Ogdensburg requested that an additional street light be installed in the vicinity of the bridge, the Contractor was directed to investigate the feasibility of adding a light based on the existing conditions; and

WHEREAS, Keller & Kirkpatrick submitted a Request for Contract Modification #3 dated November 8, 2015 in the amount of \$75,754.57 which reflected the costs for the above referenced additional work and credits for the Bridge O-07 project; and

WHEREAS, the said Request for Contract Modification #3, as submitted by the Consultant, and reviewed and recommended by the County Engineer is \$75,754.57; and

WHEREAS, the funds necessary to satisfy said Amendment #3 to this Contract are available in the Capital Bridge Improvements Account 04-215-55-967-907 and have been certified by the County Treasurer as available to meet this obligation; and

WHEREAS, the maximum aggregate amount for this Agreement shall be increased to \$75,754.57 or a 24.9% increase in the original Agreement; and

NOW, THEREFORE, BE IT RESOLVED that the Freeholder Director and Board Clerk are hereby authorized and directed to execute this Resolution which shall act as Amendment #3 to the original Engineering Services Contract with Keller & Kirkpatrick, Inc. increasing the Engineering Services Contract in the amount of \$75,754.57 relative to the Rehabilitation of County Bridges X-09 and O-07 to a total amount not to exceed \$380,469.59; and

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be forwarded to Keller & Kirkpatrick, Inc., 301 Gibraltar Drive, Suite 2A, Morris Plains, NJ 07950; and a copy is available in On-Base.

Certified as a true copy of the Resolution adopted by the Board on the 9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex, New Jersey

Phillip R. Crabb
Freeholder Director

ATTEST:

Keller & Kirkpatrick, Inc.

Matthew L. Martini, P.L.S., P.P.
President

NOTICE OF AGREEMENT AMENDMENT

The Sussex County Board of Chosen Freeholders has awarded an increase to the amended original Contract to provide Engineering Services pursuant to N.J.S.A. 40A:11 4.1. This Resolution is available for public inspection in the Office of the Clerk of the Board of Chosen Freeholders of the County of Sussex.

Awarded to: Keller & Kirkpatrick, Inc.
301 Gibraltar Drive, Suite 2A
Morris Plains, NJ 07950

Service: Engineering Services for the Rehabilitation of County Bridges X-09 carrying County Route 565 over Papakating Creek in the Township of Wantage and O-07 carrying Passaic Avenue over Wallkill River in the Borough of Ogdensburg, Amendment #3

Original Cost:	\$264,252.00
Amendment #1 Amount	\$ 41,000.00
Amendment #2 Amount	(\$ 536.98)
Amendment #3 Amount	<u>\$ 75,754.57</u>
Amended Cost	\$380,469.59

Time: None

Date: December 9, 2015

BY ORDER OF THE BOARD OF CHOSEN FREEHOLDERS
COUNTY OF SUSSEX

Catherine M. Williams, Clerk of the Board

CERTIFICATION RE: BUDGET APPROPRIATION FOR AMENDMENT TO AN AGREEMENT

I, Robert J. Maikis, Jr., Sussex County Treasurer, County of Sussex, hereby certify to the Clerk, Board of Chosen Freeholders that there are sufficient funds in the below listed account entitled:

Capital Account 04-215-55-967-907 \$75,754.57

For the Awarding of a Contract Amendment for:

ENGINEERING SERVICES FOR THE REHABILITATION OF COUNTY BRIDGES X-09 CARRYING COUNTY ROUTE 565 OVER PAPA KATING CREEK IN THE TOWNSHIP OF WANTAGE AND O-07 CARRYING PASSAIC AVENUE OVER WALLKILL RIVER IN THE BOROUGH OF OGDENSBURG

Amendment # 3 in the amount of: \$ 75,754.57

Total Contract not to exceed: \$ 380,469.59

TO: Keller & Kirkpatrick, Inc.
301 Gibraltar Drive, Suite 2A
Morris Plains, NJ 07950

Robert J. Maikis, Jr., Treasurer

Requisition in MSI system: #62822

RESOLUTION RE: AUTHORIZING THE THIRD AMENDMENT TO THE CONTRACT TO KELLER & KIRKPATRICK, INC. TO PROVIDE ENGINEERING SERVICES FOR THE REHABILITATION OF COUNTY BRIDGES X-09 CARRYING COUNTY ROUTE 565 OVER PAPA KATING CREEK IN THE TOWNSHIP OF WANTAGE AND O-07 CARRYING PASSAIC AVENUE OVER WALLKILL RIVER IN THE BOROUGH OF OGDENSBURG N.J.S.A. 40A:11-4.1

Executive Summary:

Keller & Kirkpatrick (K&K) was awarded a contract for design services for the Rehabilitation of Bridge X-09 and the Rehabilitation of Bridge O-07, and with approval of Contract Modification #1 the Rehabilitation of Bridge O-07 became the primary project as a replacement project with an accelerated schedule to meet the \$1 million FY 2013 Local Bridges Future Needs Program (LBFNP) grant deadline.

In an effort to be innovative and provide additional cost savings during construction, the use of steel sheet piling for the abutments and wingwalls was determined to be an advantageous alternative to the use of the conventional reinforced concrete abutments and wingwalls. With the use of the innovative steel sheet piling, additional research was required during the design process.

One such item was regarding the determination of the bearing resistance of the installed sheets. Best practices involving the testing of the sheet piles for bearing resistance was investigated and presented to the County. In lieu of performing field testing on installed sheets, the feasibility of increasing the sheet's length was investigated using the AASHTO LRFD Design Manual. Calculations for the additional required sheeting length were provided to the County, and a decision to use longer sheets was made. Based on this decision, the plans and specifications had to be modified to reflect this change.

An additional issue raised during design by K&K was the use of dissimilar metals in the wingwalls, abutments, and caps. The use of dissimilar metals can lead to an increased rate of deterioration in certain metals in certain environments. The steel sheet piles, the attached studs, and the galvanized rebar could potentially interact negatively. K&K researched the potential for this interaction to occur and determined what the best combination of metals would be to mitigate the potential for this interaction.

During the course of design, representatives from the Division of Engineering and K&K met with the Borough of Ogdensburg Mayor & Council to present the proposed project and receive input from the Borough. At the meeting, the Council raised concerns regarding the aesthetics of the bridge. As proposed, the steel sheeting was to be concrete clad and a minimal amount of it was to receive a formlined finish. Based on the concerns raised by the Borough and subsequent review by the Division of Engineering, modifications were made to the abutment and wingwall caps as well as the proposed concrete ledge to increase the amount of concrete cladding that would receive the formlined finish. These changes required K&K to make significant modifications to the plan sheets, the related concrete and rebar quantities, and the design calculations for the concrete caps.

Additionally, at the meeting with the Borough Mayor and Council, it was brought to the County's attention that the Borough has a high amount of pedestrian traffic. As such, the Borough had their Municipal Engineer complete a study and develop a proposed circulation plan. This proposed circulation plan includes the addition of sidewalks along the entire length of Passaic Avenue. Having reviewed the proposed circulation plan, the County determined that accommodations for the future sidewalk would be provided to minimize the future modifications to the bridge during the

sidewalk installation. In order to address these accommodations, multiple iterations of the pylon ends, the railing heights, and the curb were required to ensure that all current NJDOT standards were addressed and any future NJDOT standards could be met.

The last item discussed at the meeting with the Borough Mayor and Council was the inclusion of an additional overhead street light in the vicinity of Bridge O-07. Prior to providing this additional street light, the County requested the Consultant investigate the existing lighting conditions and perform a study to determine whether installing an additional overhead light is feasible. The results of the study will be presented to the Borough.

During the County's review of the 90% plan submission, an in depth review of the paving limits and the related cross sections was completed. Based on the review, the proposed limits of pavement reconstruction versus pavement milling and repaving were modified to reduce the quantity of full depth pavement reconstruction required. This pavement modification required significant modifications to numerous plan sheets and to the related paving quantities.

During design, additional unanticipated modifications were made to the plans. Such unanticipated items include revisions made based on the utility accommodations, the addition of Temporary Shielding as a separate item, the inclusion of the concrete admixture Hycrete in the plan, and modifications to the surface treatments under the guide rail.

In the original contract, a Construction Support Services Allowance was provided to the Consultant based on the envisioned project being a rehabilitation. After K&K performed a Value Engineering analysis of the project, the determination was made that a replacement was the best option for the bridge and Contract Modification #1 was subsequently proposed and approved. Based on the change from a rehabilitation to a replacement, the number of shop drawings that will be provided by the Contractor for review by the Consultant has increased and the Construction Support Services Allowance included in the original contract will not cover this increase. An increase of the Construction Support Services Allowance will be required for K&K to complete all the necessary shop drawing review and provide any additional support required during construction.

The costs for these additional efforts by Keller & Kirkpatrick, which are outside their original Contract Scope of Work, are summarized below:

<u>Task No.</u>	<u>Additional Work Description (Bridge O-07)</u>	<u>Amount</u>
6.n.X1	Future Sidewalk/Pylon/Railing Considerations	\$2,015.09
7.dd.X1	Concrete Wingwall & Abutment Cap Changes	\$17,627.16
7.dd.X2	Pavement Reconstruction Limits	\$12,371.21
7.dd.X3	Steel Sheet Pile Testing	\$17,789.21
7.dd.X4	Dissimilar Metal Issues	\$1,423.11
7.dd.X5	Pylon Configuration Options	\$1,112.74
7.dd.X6	Modifications to the Concrete Ledge	\$5,249.42
7.dd.X7	Miscellaneous Additional Design Items	\$7,998.66
9.X1	Additional Shop Drawing Review	\$16,132.71
9.X2	Shop Drawing Review of Maintenance and Protection of Stream Flow	\$3,249.75
9.X3	As-Built Survey Location for Abutment and Wingwall Caps	\$2,949.45
X9.1	Lighting Design, Recommendations, and Plan Layout	\$7,369.70
	Additional Extra Work Subtotal =	\$95,288.21
<u>Task No.</u>	<u>Eliminated/Reduced Contract Items (Bridge O-07)</u>	<u>Amount</u>
10	Hydraulic & Hydrologic Analysis for NJDEP Permitting	\$10,332.00
11	Cultural Resources Phase 1A	\$3,647.00
12	Unanticipated Extra Work Allowance	\$5,554.64
	Eliminated/Reduced Work Subtotal =	\$19,533.64
Total Amount for This Contract Amendment (24.9% Increase)		\$75,754.57
Original Keller & Kirkpatrick Contract (Bridge X-09 & Bridge O-07)		\$264,252.00
Contract Modification #1 (Bridge O-07)		\$41,000.00
Contract Modification #2 (Bridge X-09)		-\$536.98
Contract Modification #3 (Bridge O-07)		\$75,754.57
Revised Keller & Kirkpatrick Contract Amount		\$380,469.59

Note: A further breakdown of the above items of additional work is detailed in the Keller & Kirkpatrick Request for Contract Modification #3 dated November 8, 2015.

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RESOLUTION RE: AUTHORIZATION FOR THE FREEHOLDER DIRECTOR AND THE CLERK OF THE BOARD TO EXECUTE MUNICIPAL ALLIANCE BUDGET MODIFICATION ALLOCATING AN ADDITIONAL \$1,500.00 TO THE FRANKLIN/HARDYSTON MUNICIPAL ALLIANCE FOR THE PROVISION OF AN ADDITIONAL SUBSTANCE ABUSE PREVENTION PROGRAM

WHEREAS, the Sussex County Board of Chosen Freeholder authorized an Agreement with the Borough of Franklin and Township of Hardyston on September 9, 2015 covering the period July 1, 2015 through June 30, 2016 to provide substance abuse prevention programs for the residents of Sussex County; and

WHEREAS, funding for this Agreement was set at \$12,474.00 has been appropriated in the 2015 County budget; and

WHEREAS, the Franklin/Hardyston Municipal Alliance requested an additional \$1,500.00 to be used to assist with funding the "Changing the Face of Addiction" Walk to raise awareness of the Heroin epidemic in Sussex County; and

WHEREAS, there exists funding within the Countywide Alliance Budget to grant such requests pursuant to a Budget Modification process approved by the Governor's Council on Alcoholism and Drug Abuse (GCADA); and

WHEREAS, said Budget Modification has been approved by the County Alliance Steering Subcommittee and GCADA.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders approves the allocation of an additional \$1,500.00 which raises the total to \$13,974.00 to the Franklin/Hardyston Municipal Alliance for the provision of substance abuse prevention services; and

BE IT FURTHER RESOLVED that the Freeholder Director and Clerk of the Board of Chosen Freeholders are authorized to execute the Agreement for these services; and

BE IT FURTHER RESOLVED that certified copies of this Resolution and Agreement be forwarded to Grant W. Rome, Franklin/Hardyston Municipal Alliance Coalition, Township of Hardyston Municipal Building, 149 Wheatsworth Road, Hardyston, NJ 07419; and Nicholas Loizzi, S.C. Division of Community and Youth Services.

Certified as a true copy
of the Resolution adopted
by the Board of Chosen Freeholders
on the 9th day of December 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

RESOLUTION RE: AUTHORIZATION FOR THE FREEHOLDER DIRECTOR TO APPLY FOR AND ACCEPT CONTRACT #16-541-ADA-0 WITH THE NJ DEPARTMENT OF HUMAN SERVICES, DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES PROVIDING \$324,351.00 IN FUNDING TO THE SUSSEX COUNTY DEPARTMENT OF HUMAN SERVICES, DIVISION OF COMMUNITY AND YOUTH SERVICES FOR THE PERIOD OF JANUARY 1, 2016 TO DECEMBER 31, 2016

WHEREAS, the NJ Department of Human Services, Division of Mental Health and Addiction Services has requested an Application for the County Comprehensive Alcoholism and Drug Abuse Services Contract for Calendar Year 2016; and

WHEREAS, the amount of funding from the NJ Department of Human Services, Division of Addiction Services will be \$324,351.00, with a County match in the amount of \$38,842.00 for a total of \$363,193.00 for the period of January 1, 2016 to December 31, 2016; and

WHEREAS, the Sussex County Department of Human Services, Division of Community and Youth Services has completed the Application package as required to affect the acceptance and execution of Contract #16-541-ADA-0.

NOW, THEREFORE, BE IT RESOLVED that the Sussex County Freeholder Director is hereby authorized and directed to execute the aforementioned Application effective January 1, 2016 to December 31, 2016 to receive \$324,351.00 in funding from the NJ Department of Human Services, Division of Addiction Services, with a County match of \$38,842.00 for a total of \$363,193.00; and

BE IT FURTHER RESOLVED that the Freeholder Director is hereby authorized and directed to execute any documents required to effect the acceptance of Contract #16-541-ADA-0; and

BE IT FURTHER RESOLVED that certified copies of this Resolution, together with copies of the Application, be forwarded to Jaipreet Chawla, NJ Department of Human Services, Division of Mental Health and Addiction Services, P.O. Box 700, Trenton, NJ 08625-0700.

Certified as a true copy of the
Resolution adopted by the
Board of Chosen Freeholders
on the 9th Day of December, 2015

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

**RESOLUTION RE: AUTHORIZING THE PURCHASE OF SOFTWARE
MAINTENANCE SUPPORT FROM GRANICUS INC. TO BE
UTILIZED AT THE SUSSEX COUNTY CLERK'S OFFICE**

WHEREAS, the Board of Chosen Freeholders has heretofore established a Policy whereby all purchases under N.J.S.A. 40A:11-5(1) that exceed the bid threshold should be authorized prior to issuance of a purchase order; and

WHEREAS, to implement a Land Records Information System in the Sussex County Clerk's Office, proprietary computer software was developed and is maintained by Granicus Inc.; and

WHEREAS, the procurement of the maintenance services is permitted under N.J.S.A. 40A:11-5(1)(dd) as an exception to the public bidding requirements since the services are for support or maintenance of proprietary computer hardware and software; and

WHEREAS, on November 7, 2012 the County of Sussex and AmCad entered into an agreement for software maintenance with the effective date beginning November 1, 2012 until December 31, 2013 with annual renewal for 5 years ending on December 31, 2017; and

WHEREAS, on January 14, 2015, the Board of Chosen Freeholders approved a Resolution for an Assignment of Agreement from AmCad to Granicus, Inc. for software maintenance support for the Sussex County Clerk's Office; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders does hereby authorize the Purchasing Agent to issue a purchase order in the amount of \$43,075.63 to Granicus Inc. for the 2016 maintenance support as required by the Sussex County Clerk's Office; and

BE IT FURTHER RESOLVED that upon receipt, inspection and approval of vouchers therefore by the using agency, payment, pursuant to said purchase orders, are hereby authorized with the same to be charged against funds established in the account for said purpose; and

BE IT FURTHER RESOLVED that the term period for this Maintenance Agreement is January 1, 2016 to December 31, 2016, year 4 of the 5 year Agreement; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution is available in On-Base.

Certified as a true copy of the
Resolution adopted by the Board
on the 9th day of December, 2015

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

CERTIFICATION RE: BUDGET APPROPRIATION FOR AWARDING OF CONTRACTS

I, Robert J. Maikis, Treasurer, County of Sussex, hereby certify to the Clerk, Board of Chosen Freeholders, that there are adequate funds in the 2015 operating budget for awarding the of this contract in the appropriation entitled:

01-201-20-120-650	Operating Expenses	Requisition # 62828 \$10,768.90 for 1 st Qtr. of 2016
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In the Total Amount of \$43,075.63

For the awarding of a contract:

The purchase of software maintenance support from Granicus Inc. to be utilized at the Sussex County Clerk's Office

To: Granicus Inc.
600 Harrison Street, Suite 120,
San Francisco, CO 94107

Robert J. Maikis
Treasurer

Dated: December 9, 2015

Resolution Summary
Other

RESOLUTION RE: AUTHORIZING THE PURCHASE OF SOFTWARE MAINTENANCE SUPPORT FROM GRANICUS INC. TO BE UTILIZED AT THE SUSSEX COUNTY CLERK'S OFFICE

Description of Resolution:

This resolution is to authorize the Purchasing Agent to issue a purchase order in the amount of \$10,768.90 for 1st Quarter 2016 (Total Year 2016 - \$43,075.63.00) to Granicus Inc. for the maintenance support as required by the Sussex County Clerk's Office.

The procurement of these services is permitted under N.J.S.A. 40A:11-5(1)(DD) as an exception to the public bidding requirements.

**RESOLUTION RE: AUTHORIZING AMENDMENT #2 TO AN AWARDED
CONTRACT FOR ELECTRICAL ENGINEERING (P.E.)
PROJECT MANAGEMENT/IMPLEMENTATION REGISTERED
COMMUNICATIONS DISTRIBUTION DESIGNER**

WHEREAS, requests for proposals were advertised for the Electrical Engineering Project Management/Implementation Registered Communications Distribution Designer and publicly received by the Sussex County Bid Proposal Committee on September 11, 2012; and

WHEREAS, the proposals received were reviewed by County Counsel, the Division of Facilities Management, and the Purchasing Agent and it was recommended by the Director of the Division of Facilities Management that an award be made to the only responsible respondent vendor, AKF Engineers, LLP in the amount of \$83,980.00 on September 12, 2012; and

WHEREAS, on June 26, 2013, Amendment #1 was approved by the Board to provide additional engineering services which included programming and schematic design phase at the cost of \$15,840.00, increasing the total Contract amount to \$99,820.00; and

WHEREAS, the County of Sussex has requested AKF Engineers, LLP to provide engineering services to review the County's radio frequency communication and PSAP Radio System Dispatch; and

WHEREAS, AKF Engineers, LLP will provide these additional engineering services within the scope of work at the cost of \$30,000.00 or a 35.7% increase of the original Contract; and

WHEREAS, the County Treasurer has certified that there are sufficient funds in the capital budget for the awarding of said Contract.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Sussex hereby agrees to Amendment #2 to said Contract with AKF Engineers, LLP in the amount of \$30,000.00 (35.7% increase of the original Contract – Contract totaling \$129,820.00) for the additional engineering services within the scope of work for this project; and

BE IT FURTHER RESOLVED that the Director and Clerk of the Board are hereby authorized and directed to execute said amended Contract and any associated documents; and

BE IT FURTHER RESOLVED that all other terms and conditions will remain in effect on this Contract; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to AKF Group LLC, 700 Alexander Park, Suite 204, Princeton, NJ 08540 and a copy is available in On-Base.

Certified as a true copy of the
Resolution adopted by the
Board of Chosen Freeholders
on the 9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

CERTIFICATION RE: BUDGET APPROPRIATION FOR AWARDING OF CONTRACT

I, Robert J. Maikis, Treasurer/Chief Financial Officer, County of Sussex, hereby certify to the Clerk of the Board of Chosen Freeholders, that there are sufficient funds in the following budget appropriations:

04-215-55-973-935	Capital Improvements	Requisition # 62852 - \$15,000.00
01-201-25-250-431	911 Other Expenses	62915 - <u>\$15,000.00</u>
		\$30,000.00

In the total amount of \$30,000.00

(Total Contract amount - \$129,820.00)

AWARD OF CONTRACT

Authorizing Amendment #2 to an Awarded Contract for Electrical Engineering (P.E) Project Management/Implementation Registered Communications Distribution Designer

TO: AKF Group LLC
700 Alexander Park
Suite 204
Princeton, NJ 08540

Robert J. Maikis
Treasurer

Dated: December 9, 2015

RESOLUTION RE: AUTHORIZING AMENDMENT #2 TO AN AWARDED CONTRACT FOR ELECTRICAL ENGINEERING (P.E.) PROJECT MANAGEMENT/IMPLEMENTATION REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER

SUMMARY

The purpose of this resolution is for authorization to amend a contract that was awarded to AKF Engineers, LLP for engineering services.

The County of Sussex has requested AKF Engineers, LLP to provide engineering services to review the County's radio frequency communication and PSAP Radio System Dispatch.

Radio Frequency (RF) dispatch and communications are central to the PSAP operations to get emergency personnel and vehicles to deal with incidents throughout the county. Some of the challenges faced by the county include the variety of RF systems in use by various towns and agencies (low-band VHF, VHF, UHF, etc.), changes in the RF market and regulatory environment and the irregular terrain in the county which makes county-wide radio communications both difficult and costly to address. Landline radio tie lines in use are unreliable and expensive. A particular concern is the obsolescence of low-band VHF paging equipment in use throughout the county. Motorola is not offering new low-band paging equipment and has discontinued support of existing products, thus mandating a move to VHF paging.

The additional scope of work will cost \$30,000.00; 35.7% increase to the original contract for an adjusted total contract of \$129,820.00.

**RESOLUTION RE: AUTHORIZATION FOR THE PURCHASE OF SYSTEM
ENHANCEMENTS TO THE COUNTY OF SUSSEX ON-BASE
ENTERPRISE DOCUMENT MANAGEMENT SYSTEM**

WHEREAS, the Board of Chosen Freeholders has heretofore established a Policy whereby all purchases under N.J.S.A. 40A:11-5(1) that exceed the bid threshold should be authorized prior to issuance of a purchase order; and

WHEREAS, the Office of Records Management is continuing to expand the use of On-Base as a primary technology platform to deliver customized document management and business process solutions for defined County Departments; and

WHEREAS, the procurement of these services is permitted under N.J.S.A. 40A:11-5(1)(dd) as an exception to the public bidding requirements since the services are for support and maintenance of proprietary computer hardware and software; and

WHEREAS, the County Treasurer has certified that there are sufficient funds for the procurement of these services in the 2015 capital budget.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders does hereby authorize the Purchasing Agent to issue a purchase order to Continuum Voice Date Systems in the amount of \$39,000.00 (requisition # 62679) for the purchase of system enhancements for the County of Sussex's On-Base Enterprise Document Management System; and

BE IT FURTHER RESOLVED that upon receipt, inspection and approval of vouchers therefore by the using agency, payment, pursuant to said purchase orders, are hereby authorized with the same to be charged against funds established in the account for said purpose; and

BE IT FURTHER RESOLVED that a certified copies of this Resolution will be available On-Base.

Certified as a true copy of the
Resolution adopted by the Board
on the 9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

CERTIFICATION RE: BUDGET APPROPRIATION FOR AWARDING OF CONTRACT

I, Robert J. Maikis, Jr., Treasurer, County of Sussex, hereby certify to the Clerk, Board of Chosen Freeholders, that there are sufficient funds available in the 2015 budget appropriations entitled:

04-215-55-973-904

Capital Improvements

Requisition # 62679

In the Total Amount of \$ 39,000.00

For the awarding of a contract

Purchase of System Enhancements to the County of Sussex On-Base Enterprise Document Management System

To: Continuum Voice & Data Systems
2401 Barnet Avenue
Syracuse, NY 13206

Robert J. Maikis, Jr.,
Treasurer

DATED: December 9, 2015

Resolution Summary

Other

RESOLUTION RE: AUTHORIZATION FOR THE PURCHASE OF SYSTEM ENHANCEMENTS TO THE COUNTY OF SUSSEX ON-BASE ENTERPRISE DOCUMENT MANAGEMENT SYSTEM

Description of Resolution:

This resolution is to authorize the Purchasing Agent to issue a purchase order in the amount of \$39,000.00 to Continuum Voice & Date System for the system enhancements to the County's On-Base Management System.

The Office of Records Management is continuing to expand the use of On-Base as a primary technology platform to deliver customized document management and business process solutions for defined County Departments.

The funding for this project will be used to support the configuration and implementation tasks to deliver a solution for Employee Services which will automate the Job Requisition Approval process (similar to our Resolution Approval Process). This solution will also include a HR database to replace the R/base (DOS application) that is at end of life.

The procurement of these services is permitted under N.J.S.A. 40A:11-5(1)(dd) as an exception to the public bidding requirements.

RESOLUTION RE: AUTHORIZATION TO PROVIDE ON-CALL ENGINEERING SERVICES EVALUATION FOR VARIOUS BRIDGES P-28, S-25, S-26 AND X-11

WHEREAS, the Board of Chosen Freeholders has heretofore established a Policy whereby all purchases under an open-ended Contract that exceed the bid threshold be authorized prior to issuance of a purchase order; and

WHEREAS, the Department of Engineering and Planning has determined that there is a need for On-Call Engineering Services Evaluation for various bridges P-28, S-25, S-26 and X-11; and

WHEREAS, Genesis Engineering, LLC, holds an open-ended Contract to provide the County with On-Call Engineering Services for various Sussex County projects. These services afford the County the opportunity to purchase the work in a timely fashion without publishing specifications for the bidding of each project; and

WHEREAS, Genesis Engineering will provide an individual evaluation of each of the listed structures to include documenting existing conditions, preparing rating calculations, investigating repair, rehabilitation and replacement alternatives with respect to cost and remaining service life.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders does hereby authorize the execution of purchase order (requisition # 62757) in the total amount of \$40,000.00 by the Sussex County Office of Purchasing to permit these services to be performed on the above mentioned project; and

BE IT FURTHER RESOLVED that upon receipt, inspection and approval of vouchers therefore by the using agency, payment, pursuant to said purchase orders, are hereby authorized with the same to be charged against funds established in the various capital budget account for said purpose; and

BE IT FURTHER RESOLVED that certified copies of this Resolution will be available in On-Base.

Certified as a true copy of a
Resolution adopted by the Board
on the 9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

Resolution Summary
Other

RESOLUTION RE: AUTHORIZATION TO PROVIDE ON-CALL ENGINEERING SERVICES EVALUATION FOR VARIOUS BRIDGES P-28, S-25, S-26 AND X-11

Description of Resolution:

This resolution is for authorization for on-call engineering services evaluations for various bridges P-28, S-25, S-26 and X-11. We currently have an open-ended contract with Genesis Engineering LLC for on-call engineering services.

Genesis Engineering will provide an individual evaluation of each of the listed structures to include documenting existing conditions, preparing rating calculations, investigating repair, rehabilitation and replacement alternatives with respect to cost and remaining service life.

The County's policy is when a purchase or service exceeds the current bid threshold there must be authorization prior to the issuance of any purchase order.

RESOLUTION RE: AUTHORIZING ENTRY INTO A PROFESSIONAL SERVICES AGREEMENT WITH RHM BENEFITS, INC. TO PROVIDE BROKER SERVICES FOR HEALTH AND PRESCRIPTION DRUG INSURANCE WITHOUT COMPETITIVE BIDDING AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE PURSUANT TO N.J.S.A. 40A:11-5(1)(m)

WHEREAS, there exists a need for insurance broker services for the County's health and prescription drug insurance; and

WHEREAS, the County of Sussex and RHM Benefits, Inc., desire to enter into an Agreement setting forth their respective responsibilities in relation to the aforementioned services; and

WHEREAS, RHM Benefits, Inc. will be paid directly by Blue Cross/ Blue Shield (health insurance) and BeneCard Services Inc.(prescription drug insurance) for its services; and

WHEREAS, RHM Benefits, Inc. compensation will not exceed one percent (1%) of the health premium paid by the County of Sussex to Blue Cross and Blue Shield of New Jersey and not exceed three percent (3%) of the prescription drug premium paid by the County of Sussex to BeneCard Services Inc.; and

WHEREAS, Robert J. Maikis, Jr., Treasurer for the County of Sussex has certified that the value of these services will exceed \$17,500.00, and a copy of the written certification is attached hereto; and

WHEREAS, Ron Tappan, Administrator of the Department of Central and Shared Services has completed the required Certification for an Extraordinary Unspecifiable Services, a copy of which is attached hereto; and

WHEREAS, Heidi A. Mania of RHM Benefits has executed a certification, which is attached hereto and made a part hereof, that the business entity has not made a contribution that would bar the award of this Agreement, and the business entity will continue to report to the Election Law Enforcement Commission any contribution that would violate the Pay-To-Play Law (N.J.S.A. 19:44A-20.4 et seq. and 19:44A-20.26) during the term of this Agreement, and has listed political contributions made during the past twelve months as set forth in said certification.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Sussex hereby agrees to enter into an Agreement with RHM Benefits, Inc., pursuant to N.J.S.A. 40A:11-5(1)(m) for the purpose of providing broker services for the County's health and prescription drug insurance plans; and

BE IT FURTHER RESOLVED that the Freeholder Director and the Clerk of the Board be and are hereby authorized to execute, on behalf of the County, the Professional Services Agreement, which is annexed hereto and made a part hereof; and

BE IT FURTHER RESOLVED that the Agreement terms shall be in effect from January 1, 2016 until December 31, 2016; and

BE IT FURTHER RESOLVED that this Agreement is awarded without competitive bidding as an “Extraordinary Unspecifiable Service” in accordance with N.J.S.A. 40A:11-5(1)(m) of the Local Public Contracts Law because the Agreement is for a service covering the purchase of insurance and consultant services; and

BE IT FURTHER RESOLVED that inasmuch as this Agreement is awarded without public advertising for competitive bidding under the provisions of the Local Public Contracts Law as an Extraordinary Unspecifiable Service Agreement, a Notice of Award of this Agreement shall forthwith be published once in The New Jersey Herald following passage of this Resolution, as required by law; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution and Agreement be made available for public inspection at the Office of the Clerk of the Board of Chosen Freeholders, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution and Agreement be forwarded to RHM Benefits, Inc., 1001 Route 517, Suite 1, Hackettstown, NJ 07840 Attn: Robert Mania; and a copy is available in On-Base.

Certified as a true copy of the
Resolution adopted by the
Board of Chosen Freeholders
on the 9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

PROFESSIONAL SERVICES AGREEMENT

Between

RHM Benefits, INC.

And

SUSSEX COUNTY

THIS AGREEMENT is made as of this 9th day of December , 2015 between **RHM Benefits, INC.** having its principal office located at 1001 Route 517, Suite 1, Hackettstown, NJ 07840 (“Broker”), and **Sussex County**, a political subdivision of the State of New Jersey, having its principal offices located at One Spring Street, Newton, New Jersey 07860 (the “County”).

FOR THE FOLLOWING PROJECT: Providing broker services for the County’s health and prescription drug insurance plans under the direction of the Administrator of Central and Shared Services.

WHEREAS, Broker has offered professional Insurance/Risk Management consulting services related to the County’s Employee Health Benefit Program; and

WHEREAS, Broker is licensed insurance agents in the State of New Jersey; and

WHEREAS, Broker is independent contractors and nothing in this Agreement is intended, nor shall be construed, to create an employer/employee relationship, a joint venture relationship or partnership relationship; and

WHEREAS, this Agreement is awarded without competitive bidding as an “Extraordinary Unspecifiable Service” in accordance with N.J.S.A. 40A:11-5(1)(m) of the Local Public Contracts Law because the Agreement is for a service covering the purchase of insurance and consultant services; and

WHEREAS, this Agreement has been awarded to the Broker based on the merits and abilities of the Broker to provide the services as described herein. This Agreement was not awarded through a “fair and open process” pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the Broker does hereby attest that it and its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the Agreement that would, pursuant to PL 2004, c. 19, affect its eligibility to perform this Agreement, will not make a reportable contribution during the term of the Agreement to any political party committee in Sussex County if a member of that political party is serving in an elective public office of Sussex County when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of Sussex County when the Agreement is awarded. Broker shall submit a list of political contributions made by it pursuant to N.J.S.A. 19:44-20.26.

NOW, THEREFORE, the County and Broker, in consideration of their mutual covenants and promises, agree as follows:

SECTION I - SCOPE OF SERVICES

1. **Broker** shall provide the following services:
 - A. Identifying issues and exposures and negotiation on Sussex County's behalf with insurance carriers; keeping the County informed of significant developments affecting its health and prescription insurance coverage. The Broker shall be authorized to represent and assist the County in discussions and transactions with all health insurance carriers, provided that the Broker shall not place any insurance on behalf of Sussex County unless so authorized in writing by the County.
 - B. Following up with insurance carriers for timely issuance of policies and endorsements related to placing coverage to the County.
 - C. Reviewing policies and endorsements for accuracy and conformity to specifications and negotiated coverage.
 - D. Providing coverage summaries to the County for all new coverage and updates on changes to existing coverage.
 - E. The Broker shall monitor the claim status and assist the County in obtaining timely resolution of the submitted claim.
 - F. Attending regular, special and emergency meetings of the County, if required.
 - G. Attending other meetings that the County deems necessary.
 - H. Reviewing all correspondence referred by the County and preparation of correspondence on behalf of the County, if requested.
 - I. Providing regular risk management services to the County's health and prescription program and its staff.
 - J. The Broker will be required to perform the following services in relation to the health and prescription benefit program:
 - Market and secure quotes for County's health and prescription drug plan as specifically requested by County.
 - Assist with the development of and planning of long range insurance strategies;

- Recommendations and negotiations to procure all insurance coverage, including assisting the Administrator of Central and Shared Services in the preparation of Requests for Proposals;
- Assist in managing all aspects of the County's insurance program;
- Analysis of proposals in connection with insurance procurement, including, but not limited to, recommending selection criteria, marketplaces and assisting in an advisory capacity for the County;
- Participation in on-going meetings with County personnel regarding insurance strategies and day-to-day operations of the County's insurance needs;
- Assist in the development of alternative strategies to reduce risk; consultations as to the probable impact of strategies selected by the County;
- Assist the County as a resource during collective bargaining sessions;
- Facilitate employee group sessions at open enrollments and/or when changes are introduced;
- Create employee communication pieces as necessary/requested by the County;
- Monitor/ensure carrier compliance with plan, commitments and facilitate carrier relationships with the County;
- Market program periodically.

K. All annual rate renewal reports shall include the following:

- Executive Summary: Include key findings and recommendations; (recommendations can include, in addition to rate actions, the removal of plans or corrective actions, the issuance of a request for proposal, new benefit recommendations or deletions of old benefits, revised programs, etc.), and historical highlights (overall historical trends in membership, reserves, trends, etc.);
- Enrollment history and trends;

- Analysis of all insurance: Methodology for prediction of trend;
- Financial Projections: Determination of past period to project need for renewal;
- Development of Rate Renewal: part of the analysis will include identification of plan costs and utilization trends and how those trends parallel or vary from known general experience for other carriers;
- Presentation of premiums.

Assistance in the Preparation of Written Materials

Upon request by the County, the Broker shall provide expert assistance in the writing of technical brochures or technical sections of the County handbooks, language for rule revisions in the NJ Administrative Code and other written materials.

Design of New Programs or Benefits

Upon request by the County, the Broker shall provide expert assistance, underwriting/actuarial services, and advice in the design of new benefits and will independently recommend new programs.

Evaluation of Proposed or Enacted Legislation

The Broker is expected to immediately advise the County of pending or enacted federal or state legislation affecting the County's benefit plans. Upon request by the County, the Broker shall advise of the financial/administrative impact of federal or state legislation on the County and assist in the implementation of changes made necessary by such legislation.

SECTION II - CERTAIN ACTIONS TO BE TAKEN BY THE COUNTY

1. The County agrees to:

A. Make such records and information available to the Broker as may be required to assist the Broker in the performance of its duties.

B. Authorize and direct committees, employees, and agents of the County to consult with the Broker at all reasonable times upon the request of the Broker as to:

- The work and services to be done or rendered by the Broker and/or others in the employ of the County;

- The applications, plans, and reports to be reviewed by the Broker which are submitted by others to the County;
- The coordination of Broker's professional services for any project or application; and,
- Any and all other matters, as requested by the Broker, relating to the work and services of the Broker.

SECTION III - COMPENSATION OF THE BROKER

1. In consideration of the Services, Broker shall be compensated by Blue Cross and Blue Shield of New Jersey in the form of a commission based on 1% of the premium paid by the County of Sussex to Blue Cross and Blue Shield of New Jersey for Health Insurance coverage and 3% of the premium paid by the County of Sussex to BeneCard Services Inc. for Prescription Drug Insurance coverage for the period of January 1, 2016 through December 31, 2016.
2. Broker shall not participate in any fee splitting or sharing arrangement with any third parties. In the event that Broker receive commission payments in connection with the procurement of insurance coverage for County other than as set forth above, the amount of such payments will be credited against the balance of the fee owed to Broker pursuant to this Agreement and any commission amount in excess of such balance shall be promptly paid to County. Notwithstanding the foregoing, however, it is understood and agreed that Broker, or Broker's corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client specific, such as the performance and/or size of an overall book of business produced with an insurer. Such contingent payments or allowances are not subject to this section, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to County.

SECTION IV - PERIOD OF SERVICE

The term of this Agreement shall commence on January 1, 2016 until December 31, 2016 unless earlier terminated as provided in Section V of this Agreement.

SECTION V - GENERAL PROVISIONS

1. Successors and Assigns. The County and the Broker each binds itself and its partners, successors, executors, administrators and assigns to the other party, in respect to all covenants of this Agreement. Neither party shall assign or transfer its interests in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

2. Governing Law. This Agreement shall be governed by the laws of the State of New Jersey.
3. Insurance. Prior to the start of any work, the Broker shall procure and maintain professional liability insurance policies with a liability limits of \$1,000,000.00 to \$3,000,000.00 , which will also cover the negligent acts and omissions of the Broker.
4. Indemnification. Broker agrees to indemnify, defend and hold harmless the County and its officers, representatives, employees, agents from any and all liability, claims, actions, demands, losses, judgments, expenses, costs of suit (including reasonable attorney's fees) the County incurs to the extent resulting from the negligence or intentional misconduct of the Broker, or its agents and employees.
5. Entire Agreement. This Agreement represents the entire agreement between the County and the Broker relating to the subject matter hereof, and no representations or agreements made by either party or by any representatives of either party in the negotiations leading to this Agreement or otherwise which are not expressed in this Agreement shall be binding on either party.
6. Modification. No change in, addition to, or modification of any provision of this Agreement shall be effective unless made by written agreement signed by the party to be charged with such change, addition, or modification.
7. Independent Broker Status. The County and Broker are independent contractors and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or partnership relationship.
8. Termination. This Agreement may be terminated by either party at any time following thirty (30) day advance written notice to the other party. Notwithstanding the foregoing, the County may terminate this Agreement immediately upon the happening of any one of the following events: (a) suspension or termination of Broker's insurance license in the State of New Jersey; (b) Contractor's participation in any fraud; (c) Broker's proven dishonesty, or commission of a felony; or (d) Broker fails to perform its obligations under this Agreement.
9. Subcontracts, Assignments, and Agreements. It is understood by the parties to this Agreement that, if the Broker wishes to enter into any subcontract, assignment, and/or agreement with any third party, financed in whole or in part from the funds pursuant to this Agreement, prior written documentation is required within the RFQ submission and acceptance from the Administrator of Central and Shared Services.

10. No Waiver. The failure of any party at any time to require performance of any provision hereof shall in no matter affect the right of such party to enforce the same at a later time. No waiver by any party of the breach by another party of any provision contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such breach, or a waiver of the breach of any provision hereof.
11. Notices. Any and all notices and other correspondence required or permitted to be given in connection with, or pursuant to this Agreement, shall be in writing and either delivered personally to the parties or sent by United States certified mail, return receipt requested, with full postage prepaid and addressed to the parties at their respective addresses first hereinabove set forth, or to such other addresses as the parties may, from time to time, designate by written notice to the others in the foregoing manner.
12. Affirmative Action Requirements. The Broker and the County hereby incorporate the Affirmative Action language set forth in Exhibit "A."
13. Confidentiality. The Broker will not divulge information regarding the Agreement, services or reports, which County designate as confidential, except to Broker representatives, County parties designated by County or in response to subpoena or other similar legitimate governmental demands. If site conditions represent a threat to the public health or an environmental hazard, the Broker will so advise the County in order so that the County can notify appropriate authorities.
14. Severability. If any provision contained herein is held to be unenforceable by a court of law or equity, the Agreement shall be construed as if such provision did not exist and the unenforceability of such a provision shall not be held to render any other provision of the Agreement unenforceable.
15. Americans With Disabilities Act. The Broker and the County do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 ("Act") (U.S.C. Sec. 12101 et which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this Agreement.
16. Regulations: This Agreement is subject to State and Federal Rules and Regulations, now or hereafter promulgated or enacted, which shall be paramount to the content of this Agreement.
17. New Jersey Law Applies: This Agreement has been made and executed in the State of New Jersey and all questions pertaining to its validity and construction shall be determined in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the County and Broker have caused this Agreement to be executed as of the day and year first written above.

SUSSEX COUNTY:

ATTEST:

Catherine M. Williams, Clerk
Board of Chosen Freeholders

Phillip R. Crabb
Freeholder Director

BROKER:
RHM Benefits, Inc.,
a New Jersey corporation

Heide A. Mania

(REVISED 4/10)

EXHIBIT A

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27**

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

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

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

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

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

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

EXHIBIT A (Cont)

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

NOTICE OF CONTRACT AWARD

The Sussex County Board of Chosen Freeholders has awarded a Contract without competitive bidding pursuant to N.J.S.A. 40A:11-5(1) (m). The Contract and Resolution authorizing same are available for public inspection in the Office of the Clerk of the Board of Chosen Freeholders at any time during regular business hours of said official.

Awarded to: RHM Benefits, INC.,
a New Jersey Corporation
1001 Route 517, Suite 1
Hackettstown, NJ 07840

Services: Provide broker/consultant services for the County of Sussex for health and prescription drug insurance plus certain program administrative services

Term: January 1, 2016 to December 31, 2016

Costs: Not to exceed a commission rate of 1% of the County's Health Insurance Premium payable to Blue Cross and Blue Shield of New Jersey and 3% of the County's Prescription Drug Insurance Premium payable to BeneCard Services Inc. for the calendar year 2016

Dated: December 9, 2015

Catherine M. Williams, Clerk
Board of Chosen Freeholders

CERTIFICATION OF VALUE

I, Robert J. Maikis, Jr., Treasure for the County of Sussex do hereby certify that the Agreement to be awarded to RHM Benefits, Inc. 1001 Route 517, Suite 1, Hackettstown, NJ 07840 to provide broker services for the County's health and prescription drug insurance plans, will exceed the sum of \$17,500.00 during the term of the Agreement.

Dated: December 9, 2015

Robert J. Maikis, Jr., County Treasurer

STANDARD CERTIFICATION FOR AN EXTRAORDINARY UNSPECIFIABLE SERVICE

TO: The Sussex County Board of Chosen Freeholders

FROM: Ron Tappan, Sussex County Director of Administration

DATE: December 9, 2015

SUBJECT: This is a contract for the purpose of providing Health and Prescription Drug benefits brokerage services to the County of Sussex

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: RHM Benefits, Inc.

Cost: The annual administration cost is 1% of the annual Health Care premiums paid through Blue Cross and Blue Shield of New Jersey and 3% of the annual Prescription Drug premiums paid through BeneCard Services Inc...

Duration: January 1, 2016 – December 30, 2016

Purpose: To provide health and prescription drug coverage for all Sussex County employees, retirees, and Cobra managed participants

This is to request an award of an contract without the receipt of formal bids as an Extraordinary Unspecifiable Service (N.J.S.A 40A:11-5(1)(a)(ii) and N.J.A.C. 5:34-2.3(b)). I do hereby certify to the following:

1. The County of Sussex, through the facilitation of the County's purchasing office has conducted regional reviews of Health Insurance Brokerage companies. Through these reviews consisting of process evaluation, cost and communication expectations it was presented to the County that RHM Benefits, Inc. should be the provider of choice.

There is no reasonable ability for the County to communicate the exact cost of this premium based plan or for the potential premium increases currently exhibited by our current provider Blue Cross and Blue Shield.

RHM Benefits Inc. will provide the following services:

- A. Identifying issues and exposures and negotiation on Sussex County's behalf with insurance carriers; keeping the County informed of significant developments affecting its health and prescription insurance coverage. The Broker shall be authorized to represent and assist the County in discussions and transactions with all health insurance carriers, provided that the Broker shall not place any insurance on behalf of Sussex County unless so authorized in writing by the County.

- B. Following up with insurance carriers for timely issuance of policies and endorsements related to placing coverage to the County.
- C. Reviewing policies and endorsements for accuracy and conformity to specifications and negotiated coverage.
- D. Providing coverage summaries to the County for all new coverage and updates on changes to existing coverage.
- E. The Broker shall monitor the claim status and assist the County in obtaining timely resolution of the submitted claim.
- F. Attending regular, special and emergency meetings of the County, if required.
- G. Attending other meetings that the County deems necessary.
- H. Reviewing all correspondence referred by the County and preparation of correspondence on behalf of the County, if requested.
- I. Providing regular risk management services to the County's health and prescription program and its staff.
- J. The Broker will be required to perform the following services in relation to the health and prescription benefit program:
 - Market and secure quotes for County's health and prescription plan as specifically requested by County;
 - Assist with the development of and planning of long range insurance strategies;
 - Recommendations and negotiations to procure all insurance coverage, including assisting the Administrator of Central and Shared Services in the preparation of Requests for Proposals;
 - Assist in managing all aspects of the County's insurance program;
 - Analysis of proposals in connection with insurance procurement, including, but not limited to, recommending selection criteria, marketplaces and assisting in an advisory capacity for the County;
 - Participation in on-going meetings with County personnel regarding insurance strategies and day-to-day operations of the County's insurance needs;
 - Assist in the development of alternative strategies to reduce risk; consultations as to the probable impact of strategies selected by the County;

- Assist the County as a resource during collective bargaining sessions;
- Facilitate employee group sessions at open enrollments and/or when changes are introduced;
- Create employee communication pieces as necessary/requested by the County;
- Monitor/ensure carrier compliance with plan, commitments and facilitate carrier relationships with the County;
- Market program periodically.

All annual rate renewal reports shall include the following:

- Executive Summary: Include key findings and recommendations; (recommendations can include, in addition to rate actions, the removal of plans or corrective actions, the issuance of a request for proposal, new benefit recommendations or deletions of old benefits, revised programs, etc.), and historical highlights (overall historical trends in membership, reserves, trends, etc.);
- Enrollment history and trends;
- Analysis of all insurance: Methodology for prediction of trend;
- Financial Projections: Determination of past period to project need for renewal;
- Development of Rate Renewal: part of the analysis will include identification of plan costs and utilization trends and how those trends parallel or vary from known general experience for other carriers;
- Presentation of premiums.

2. Pursuant to N.J.S.A 40A:11-5(1)(m), RHM Benefits, Inc. is a premium paid insurance brokerage company and meets the definition of the provision of this statute.

3. I have reviewed the rules of the Division of Local Government Services pursuant to N.J.A.C. 5:24-2.1 et seq. and certify that the proposed contract may be considered an extraordinary unspecifiable service in accordance with the requirements thereof.

Respectfully,

Name _____
(Signature)

Title _____

Resolution Summary

Other

RESOLUTION RE: AUTHORIZING ENTRY INTO A PROFESSIONAL SERVICES AGREEMENT WITH RHM BENEFITS, INC. TO PROVIDE BROKER SERVICES FOR HEALTH AND PRESCRIPTION DRUG INSURANCE WITHOUT COMPETITIVE BIDDING AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE PURSUANT TO N.J.S.A. 40A:11-5(1)(m)

Description of Resolution:

This resolution is for authorization to enter in a professional service agreement with RHM Benefits, Inc. to provide broker services for health and prescription drug insurance.

RHM Benefits Inc. compensation will not exceed one percent (1%) of the health insurance premium paid by the County of Sussex to Blue Cross and Blue Shield of New Jersey and (3%) of the prescription insurance premium paid by the County of Sussex to BeneCard Services Inc..

This Agreement term shall be in effect from January 1, 2016 until December 31, 2016.

The procurement of these services is permitted under N.J.S.A. 40A:11-5(1)(m) as an exception to the public bidding requirements.

RESOLUTION RE: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HAMBURG MEDICAL ASSOCIATES, PRIMARY CARE PARTNERS LLC FOR THE PROVISION OF PHYSICIAN SERVICES FOR THE INMATES WITHIN THE KEOGH-DWYER CORRECTIONAL FACILITY PURSUANT TO N.J.S.A. 40A:11-5(1)(a)(i)

WHEREAS, the Sussex County Board of Chosen Freeholders and the Sussex County Sheriff's Department desire to enter into a Agreement with Hamburg Medical Associates, an operating division of Primary Care Partners LLC for the provision of physician services to individuals incarcerated within the Keogh-Dwyer Correctional Facility; and

WHEREAS, the Sussex County Sheriff's Department is required by law, specifically N.J.A.C. 10A:31-13.1, to provide necessary medical care to individuals within its facilities; and

WHEREAS, the Agreement attached hereto provides for an amount not to exceed \$101,200.00 for services to be rendered to inmates at the Keogh-Dwyer Correctional Facility; and

WHEREAS, the County of Sussex, the Sussex County Sheriff's Department and Hamburg Medical Associates desire to enter into a Agreement setting forth the respective responsibilities of the parties in relation to the aforementioned medical care; and

WHEREAS, Homer E. Wanamaker, Sr., Undersheriff, of the County of Sussex has certified that the value of these services will exceed \$17,500.00 and a copy of the written certification is attached hereto; and

WHEREAS, Hamburg Medical Associates, an operating division of Primary Care Partners LLC has executed a certification, which is attached hereto and made a part hereof, that the business entity has not made a contribution that would bar the award of this Agreement, and the business entity will continue to report to the Election Law Enforcement Commission any contributions that would violate the Pay-to-Play Law N.J.S.A. 19:44A-20.4 et seq. during the term of this Agreement, and has listed political contributions made during the past twelve months as set forth in said certification; and

WHEREAS, the Local Public Contract's Law, N.J.S.A. 40A:11-5 et seq., requires that the Resolution authorizing the award of Agreement for professional services without competitive bids and the Agreement itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Sussex that it hereby authorizes the Freeholder Director and Clerk of Board to execute the attached Agreement for professional services with Hamburg Medical Associates, Primary Care Partners LLC, in an amount not to exceed \$101,200.00 pursuant to N.J.S.A. 40A:11-5(1)(a)(i) for the purpose of providing medical services; and

BE IT FURTHER RESOLVED that this Agreement is being awarded without competitive bidding as a professional service in accordance with N.J.S.A. 40A:11-5(1)(a)(i) of the local contract's law because the Agreement is for services performed by a person authorized by law to practice a recognized profession that is regulated by law; and

BE IT FURTHER RESOLVED that inasmuch as this Agreement is awarded without public bidding under the provisions of the local public contract laws as a professional service Agreement, notice of this award shall forthwith be published once in the New Jersey Herald following the passing of the Resolution as is required by law; and

BE IT FURTHER RESOLVED that a copy of this Resolution and a copy of the Agreement itself be made available at the office of the Clerk of the Board of Chosen Freeholders pursuant to the local public contract's law N.J.S.A. 40A:11-1 et seq.; and

BE IT FURTHER RESOLVED that this Agreement will be in effect from December 1, 2015, for a period of twelve (12) months, ending November 30, 2016; and

BE IT FURTHER RESOLVED that certified copies of this Resolution, along with the Agreement for professional services, be forwarded to Hamburg Medical Associates, 17 Route 23 North, Hamburg, New Jersey 07419 and a copy is available in On-Base.

Certified as a true copy of the
Resolution adopted by the
Board of Chosen Freeholders
on the 9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex, New Jersey

**PROFESSIONAL SERVICE AGREEMENT
TO PROVIDE PHYSICIAN SERVICES
TO THE COUNTY OF SUSSEX**

This Agreement is made by and between

THE COUNTY OF SUSSEX, a Political Subdivision of the State of New Jersey with administrative offices located at the Sussex County Administrative Center, One Spring Street, Newton, New Jersey 07860, hereinafter referred to as the "County".

AND

Hamburg Medical Associates, an operating division of Primary Care Partners LLC with offices located at 17 Route 23 North, Hamburg, New Jersey 07419, hereinafter referred to as the "Provider".

The provider agrees to arrange for and manage physician services to inmates of the Keogh-Dwyer Correctional Facility.

**PHYSICIAN SERVICES TO INMATES OF THE KEOGH-DWYER
CORRECTIONAL FACILITY SHALL BE AS FOLLOWS:**

1. Scope of Work

The Provider agrees to provide general physician services to individuals incarcerated within the Keogh-Dwyer Correctional Facility.

The Provider agrees to provide physician services for physical examinations to inmates upon intake, and for consultation visits to be administered at the Keogh-Dwyer Correctional Facility fifteen (15) hours per week.

Additionally, the Provider will provide urgent/emergency services for inmates of the Keogh-Dwyer Correctional Facility.

Initial Evaluation and Management of Acute Injuries includes an evaluation on a new patient including appropriate history and physical examination, ordering x-rays, ultrasound, MRI or laboratory test as medically appropriate, appropriate initial case management and telephone contact with the Correctional Facility's nurse. Examples of circumstances requiring these services are: injuries to the extremities, low back, neck, facial bones, head injuries without loss of consciousness, blunt chest trauma without shortness of breath, scratches or mild blunt trauma to the eye without loss of vision.

Follow-up care will be provided at the Correctional Facility.

In the event that any of the above services are not provided during the regular scheduled fifteen (15) hours per week, an additional charge will be made on a per inmate basis at \$65.00.

Follow-up care will be provided at the Correctional Facility at no charge if same is provided within the fifteen (15) hours per week for the regular scheduled times. In the event that any of the above services are not provided during the regular scheduled fifteen (15) hours per week, an additional charge will be made on a per inmate basis at \$65.00. More complicated emergencies will be referred to either Atlantic Health System (Newton Medical Center) Emergency Department or Prime Healthcare Services (Saint Clare's Health System) Emergency Department.

There may be times when an inmate has a condition which cannot be appropriately evaluated or treated at the Correctional Facility. Certain of these conditions may be evaluated and managed at the above mentioned Hospitals while others may need a referral to a specialist. These referrals will be evaluated on a case by case basis collaboratively between the physician, Undersheriff, Correctional Facility nurse, and/or Warden to determine whether referral to the above mentioned Hospitals or to a specialist is the appropriate action to follow. Referrals to Atlantic Health System (Newton Medical Center) and Prime Healthcare Services (Saint Clare's Health System) will be based on a separate Agreement between the parties.

2. Compensation

The Provider agrees to provide physician services for physical examinations administered to inmates upon intake, and for consultation visits for an annual fee of \$101,200.00, to be paid quarterly. These services shall be limited to fifteen (15) hours per week. In the event that any of the above services are not provided during the regular scheduled fifteen (15) hours per week, an additional charge will be made on a per inmate basis at \$65.00.

In addition, costs in excess of above-mentioned fees, per inmate, shall not be incurred without prior written authorization of the Sussex County Sheriff or his designee. The Provider shall bill the County of Sussex for services provided on a separate billing. The County shall pay the Provider within sixty (60) days of receipt of the bill. The Correctional Facility shall keep records of all services rendered by and shall submit an itemized statement to the Provider with each monthly payment.

3. Performance

The Provider shall arrange for the aforementioned on-site physician or Nurse Practitioner services on a four (4) times per week basis. In addition, The Provider shall ensure that a physician is available for on-site and/or telephone consultation services on a twenty-four (24) hour, seven (7) day a week basis, as the need may arise. The Provider will work with other physicians who are providing medical services to any inmates.

4. Compliance with regulations

The Provider shall ensure compliance with all applicable laws, statutes, ordinances, rules and regulations when providing the services under this Agreement, specifically N.J.A.C. 10A:31-13.1 et seq. the Provider acknowledges receipt of the medical policies and procedures for the Keogh-Dwyer Correctional Facility. The Provider will be allowed to provide input into said policies and procedures. County agrees to ensure the Provider is kept informed of any changes to existing laws, statutes, ordinances, rules and regulations which may or will affect the performance of services. The Provider further agrees the Provider's physician staff will maintain at all times during the term of this Agreement, a current license to practice medicine in the State of New Jersey.

The Agreement has been awarded to the Provider based on the merits and abilities of the Provider to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the Provider does hereby attest that it and its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, c 19, affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of the Agreement to any political party committee in Sussex County if a member of that political party is serving in an elective public office of Sussex County when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of Sussex County when the Agreement is awarded. The Provider shall submit a list of political contributions made by it pursuant to N.J.S.A. 19:44-20.26.

5. Limit of services

The Provider agrees to ensure all services performed conform to the terms and conditions of this Agreement. It is expressly agreed by the Provider that the County will not compensate the Provider for any services not within the scope of general physician services. The Provider shall ensure physician services meet or exceed accepted professional standards as to quality of care, safety and efficiency.

6. Term of Agreement

The Provider agrees to perform the services under this Agreement for the period of twelve (12) months beginning December 1, 2015 and ending November 30, 2016.

7. Standards of performance

The Provider agrees to notify the County within fifteen (15) working days of: (1) any finding by a licensing authority which restricts, suspends or revokes any license of its affiliate's professional staff or accreditation or which could result in such restriction,

suspension of revocation or (2) any reduction or lapse in professional liability insurance coverage; or (3) any other event which might materially adversely affect their ability to carry out the duties and obligations under this Agreement.

8. Insurance

The Provider shall secure and maintain a policy of professional liability insurance in an amount of not less than \$1,000,000/\$3,000,000 total arising from any one (1) injury which policy will cover all services performed by it under the terms of this Agreement. The Provider shall name the County as an additional insured on its professional liability insurance policy and will provide the County with Certificate of Insurance naming the County as an additional insured. The Provider shall maintain said policy in full force and effect at all times during the term of this Agreement.

9. Independent contractor

In performing the services and incurring expenses under this Agreement, the Provider shall operate as, and have the status of an independent contractor and shall not act as agent or be an agent of the County. As an independent contractor, the Provider shall be solely responsible for determining the means and methods of performing the services and shall have complete charge and responsibility for personnel engaged in the performance of the services.

In accordance with said status as independent contractor, the Provider covenants and agrees that neither it nor its representatives, employees or agents will hold themselves out as, nor claim to be, Officers or employees of the County or of any department, agency or unit thereof, by reason hereof, and that they will not make any claim, demand or application to or for any right or privilege applicable to an Officer or employee of the Court, including but not limited to, Worker's Compensation coverage, health coverage, unemployment insurance benefits, Social Security coverage or employee retirement membership or credit.

10. Assignments/subcontracting

The Provider shall not assign, in whole or in part, or subcontract any of its rights, interests or obligations under this Agreement or subcontract any of the services to be performed by it under this Agreement. Any such subcontract, assignment, transfer, conveyance or other disposition shall be void and will not be compensated.

11. Termination

Either party may, by three (3) months written notice to the other, effective upon mailing, terminate this Agreement at any time for any reason unless sooner terminated immediately due to the death, disability, disqualification, retirement from the practice of medicine of Dr. Fielding or the dissociation of either Dr. Fielding or Hamburg Medical Associates from Primary Care Partners LLC. This Agreement shall be terminated automatically upon the suspension, revocation, or non-renewal of any license, permit,

approval or certificate issued to the Provider to enter into and carry out its obligation under this Agreement.

Termination shall have no effect upon the rights and obligations of the parties arising out of services that have been initiated but are not yet complete at the time of termination. Upon termination the Provider will complete any care for which it is rendering services to inmates under the rules and conditions of this Agreement unless the Provider is otherwise prohibited from providing such care for the reasons outlined in the preceding paragraph.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE AGREEMENTS
Exhibit A attached hereto (2 pages)

IN WITNESS THEREOF, the parties hereto have executed this Agreement this 9th day of December, 2015.

Hamburg Medical Associates, Primary Care Partners LLC

COUNTY OF SUSSEX

BY: _____
Phillip R. Crabb, Freeholder Director

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

NOTICE OF AGREEMENT AWARD

The Sussex County Board of Chosen Freeholders has awarded a Professional Services Agreement without competitive bidding pursuant to N.J.S.A. 40A:11-5(1)(a). The Agreement and Resolution authorizing same are available for public inspection in the Office of the Clerk of the Board of Chosen Freeholders at any time during regular business hours of said official.

Awarded to: Hamburg Medical Associates, Primary Care Partners LLC
17 Route 23 North
Hamburg, New Jersey 07419

Term of Agreement: December 1, 2015 to November 30, 2016

Services: Provide physician services to individuals incarcerated within the Keogh-Dwyer Correctional Facility

Costs: Not to exceed \$101,200.00

BY ORDER OF THE SUSSEX COUNTY BOARD OF CHOSEN FREEHOLDERS

Catherine M. Williams, Clerk

Dated: December 9, 2015

CERTIFICATION OF VALUE

I, Homer E. Wanamaker, Sr., Undersheriff of the County of Sussex do hereby certify that the Agreement to be awarded to Hamburg Medical Associates, Primary Care Partners LLC, whose address is 17 Route 23 North, Hamburg, NJ 07419, to provide physician services to the inmates of the Keogh-Dwyer Correctional Facility for the County of Sussex, will exceed the sum of \$17,500.00 during the term of the Agreement.

Dated: December 9, 2015

Homer E. Wanamaker, Sr., Undersheriff

Resolution Summary
Other

RESOLUTION RE: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HAMBURG MEDICAL ASSOCIATES, PRIMARY CARE PARTNERS LLC FOR THE PROVISION OF PHYSICIAN SERVICES FOR THE INMATES WITHIN THE KEOGH-DWYER CORRECTIONAL FACILITY PURSUANT TO N.J.S.A. 40A:11-5(1)(a)(i)

Description of Resolution:

This resolution is for authorization to enter into a Professional Service Agreement between the County of Sussex and Hamburg Medical Associates for physician services for the inmates at the jail in the amount not to exceed \$101,200.00.

The Agreement will be in effect from December 1, 2015 until November 30, 2016.

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

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

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

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

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

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

EXHIBIT A (Cont)

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**RESOLUTION RE: AUTHORIZING THE PURCHASE OF SOFTWARE
MAINTENANCE SUPPORT FROM SIRSIDYNIX
CORPORATION TO BE UTILIZED AT THE SUSSEX
COUNTY LIBRARY SYSTEM**

WHEREAS, the Board of Chosen Freeholders has heretofore established a Policy whereby all purchases under N.J.S.A. 40A:11-5(1) that exceed the bid threshold should be authorized prior to issuance of a purchase order; and

WHEREAS, the Division of Library Services requires annual system maintenance and support services for the Sussex County Library's Horizon Software; and

WHEREAS, SirsiDynix Corporation provides library automation systems, electronic networking services and other related services for the Sussex County Library System; and

WHEREAS, the procurement of the maintenance services is permitted under N.J.S.A. 40A:11-5(1)(q) as an exception to the public bidding requirements since the services are for library and educational goods and services; and

WHEREAS, the County Treasurer has certified that there are sufficient funds for the procurement of these services in the 2016 operating budget, subject to the final adoption of said budget.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders does hereby authorize the Purchasing Agent to issue a purchase order in the amount of \$18,278.60 to SirsiDynix Corporation for the 2016 maintenance support as required by the Sussex County Library System; and

BE IT FURTHER RESOLVED that upon receipt, inspection and approval of vouchers therefore by the using agency, payment, pursuant to said purchase orders, are hereby authorized with the same to be charged against funds established in the account for said purpose; and

BE IT FURTHER RESOLVED that the Freehold Director is hereby authorized and directed to execute said award of Contract; and

BE IT FURTHER RESOLVED that the term period for this Maintenance Agreement is January 1, 2016 to December 31, 2016, with annual renewal for three (3) years ending December 31, 2018; and

BE IT FURTHER RESOLVED said Maintenance Agreement is a three (3) year Agreement with 3.9% price cap per annual renewal; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution and Agreement be forwarded to SirsiDynix Corporation, 3300 N. Ashton Blvd., Suite 500, Lehi, UT 84043 Attn: Troy Dages and a copy is available in On-Base.

Certified as a true copy of the
Resolution adopted by the Board
on the 9th day of December, 2015

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

CERTIFICATION RE: BUDGET APPROPRIATION FOR AWARDING OF
CONTRACTS

I, Robert J. Maikis, Treasurer, County of Sussex, hereby certify to the Clerk, Board of Chosen Freeholders that budget appropriations listed for 2016 are subject to adequate funds being appropriated in the 2016 budgets and subject to the final adoption of said budget:

01-201-29-390-414 2016 Operating Expenses
Equipment Maintenance

In the Total Amount of \$18,278.60 (First year of a three year contract)

Requisition not available at this time, subject to the final adoption of 2016 budget

For the awarding of a contract:

The purchase of software maintenance support from SirsiDynix Corporation to be utilized at the Sussex County Library System

To: SirsiDynix Corporation
3300 N. Ashton Blvd., Suite 500
Lehi, UT 84043

Robert J. Maikis, Jr.
Treasurer

Dated: December 9, 2015

**Resolution Summary
Other**

RESOLUTION RE: AUTHORIZING THE PURCHASE OF SOFTWARE MAINTENANCE SUPPORT FROM SIRSIDYNIX TO BE UTILIZED AT THE SUSSEX COUNTY LIBRARY SYSTEM

Description of Resolution:

This resolution is to authorize the Purchasing Agent to issue a purchase order in the amount of \$18,278.60 for the first year of a three year Contract with SirsiDynix Corporation for Library System Software Maintenance.

The Contract term is January 1, 2016 to December 31, 2016, with annual renewal ending December 31, 2018.

The procurement of these services is permitted under N.J.S.A. 40A:11-5(1)(q) as an exception to the public bidding requirements.

RESOLUTION RE: APPROVAL OF THE FISCAL YEAR (FY) 2016 ANNUAL TRANSPORTATION PROGRAM (ATP) STATE AID PROJECT POOL FOR THE COUNTY OF SUSSEX AND AUTHORIZATION FOR THE FREEHOLDER DIRECTOR AND BOARD CLERK TO EXECUTE AN AGREEMENT FOR STATE AID TO COUNTIES UNDER THE NEW JERSEY TRANSPORTATION TRUST FUND AUTHORITY ACT IN THE AMOUNT OF \$2,470,100.00 FOR FY 2016

WHEREAS, the Sussex County Board of Chosen Freeholders is the designated Subregional Transportation Planning Agency for the County of Sussex; and

WHEREAS, the Sussex County Department of Engineering and Planning developed the FY 2016 Annual Transportation Program (ATP) State Aid Project Pool in conjunction with the New Jersey Department of Transportation (NJDOT) and the North Jersey Transportation Planning Authority (NJTPA); and

WHEREAS, the Sussex County Annual Transportation Program is a requisite component of the Subregional Transportation Planning Program and Transportation Improvement Program (TIP) for northern New Jersey, which is updated annually by the North Jersey Transportation Planning Authority, the Metropolitan Planning Organization (MPO) for the region as required by 23 CFR 450B and CFR 613 B; and

WHEREAS, the New Jersey Department of Transportation will provide County Aid for FY 2016 in the amount of \$2,470,100.00 under the Transportation Improvement Program; and

WHEREAS, the projects that comprise the County's FY 2016 ATP and State Aid Project Pool are as listed below and have been estimated at \$17,274,400.00:

1. Sussex County Resurfacing Program which will include rehabilitation of select County Roads or portions thereof, chosen from the roadway segments identified within NJDOT SAGE application CA-2016-Sussex County-00010 for Sussex County, at an estimated value of \$17,274,400.00; and

WHEREAS, the County of Sussex has been requested to submit an online State Aid Application prior to February 21, 2015 to reflect the FY 2016 ATP/State Aid Project Pool as herein above listed; and

WHEREAS, the New Jersey Department of Transportation will provide an Agreement for execution that reflects the online application and FY 2016 ATP/State Aid Project Pool; and

WHEREAS, the County of Sussex is responsible for designing and administering the projects; and

WHEREAS, the projects will be advanced from the State Aid Project Pool in the order they are prioritized by the County and ready for construction up to the limit of the Agreement; and

WHEREAS, the on-line Application requests \$2,470,100.00 in State Aid; and

WHEREAS, these projects were recommended for incorporation by the Sussex County Department of Engineering and Planning for the utilization of FY 2016 County Aid funds.

NOW, THEREFORE, BE IT RESOLVED that the Sussex County Board of Chosen Freeholders hereby approves the FY 2016 Annual Transportation Program – State Aid Project Pool for the County of Sussex; and

BE IT FURTHER RESOLVED that the Sussex County Board of Chosen Freeholders acknowledges that the Application for FY 2016 State Aid has been submitted on-line pursuant to NJDOT requirements and reflects the FY 2016 ATP/State Aid Project Pool; and

BE IT FURTHER RESOLVED by the Sussex County Board of Chosen Freeholders that the Freeholder Director and Board Clerk are hereby authorized to execute said Agreement for \$2,470,100.00 in FY 2016 State Aid which will be generated by NJDOT from said on-line Application; and

BE IT FURTHER RESOLVED that two (2) certified copies of the Resolution be submitted to Joseph Birchenough, Bureau of Local Aid, NJ Department of Transportation, 200 Stierli Court, Mount Arlington, New Jersey 07856-1322; two (2) certified copies to the North Jersey Transportation Planning Authority, One Newark Center, 17th Floor, Newark, NJ 07102; and a copy is available in On-Base.

Certified as a true copy of a
Resolution adopted by the Board
on the 9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

RESOLUTION RE: APPROVAL OF THE FISCAL YEAR (FY) 2016 ANNUAL TRANSPORTATION PROGRAM (ATP) STATE AID PROJECT POOL FOR THE COUNTY OF SUSSEX AND AUTHORIZATION FOR THE FREEHOLDER DIRECTOR AND BOARD CLERK TO EXECUTE AN AGREEMENT FOR STATE AID TO COUNTIES UNDER THE NEW JERSEY TRANSPORTATION TRUST FUND AUTHORITY ACT IN THE AMOUNT OF \$2,470,100.00 FOR FY 2016

Summary:

This resolution provides for:

- 1) Approval of the proposed ATP/State Aid Project Pool. The State Aid Project pool represents a collection of projects each eligible for funding under the \$2.4701M FY2016 State Aid Grant. The project pool has been identified within the online SAGE application CA-2016-Sussex County-00010 for Sussex County.
- 2) Authorizes the execution of the agreement (when available) based on the approved ATP/State Aid Project Pool.

Project Pool:

Counties identify a group (or pool) of projects which become eligible for appropriation of NJDOT State Aid funds. This group (or pool) of projects is developed so as to provide a high probability that grant funds can be encumbered/spent during the fiscal year funds are authorized. The sum of the projects can and should exceed the grant amount (\$17,274,400.00 project pool value vs. \$2,470,100.00 grant). Developing a project pool in which the pool value exceeds available grant funds serves to provide flexibility in allocation of funds, advancement of shovel ready projects, and ability to reallocate available resources without modifications to the application.

The below listed county routes have been included in the 2016 Sussex County State Aid Project Pool. These routes will be subject to a spring 2016 condition evaluation, prioritized, and routes selected made part of an upcoming resurfacing project.

County Routes listed will be evaluated for possible inclusion within a future (2016 and/or 2017) Sussex County Resurfacing Program:

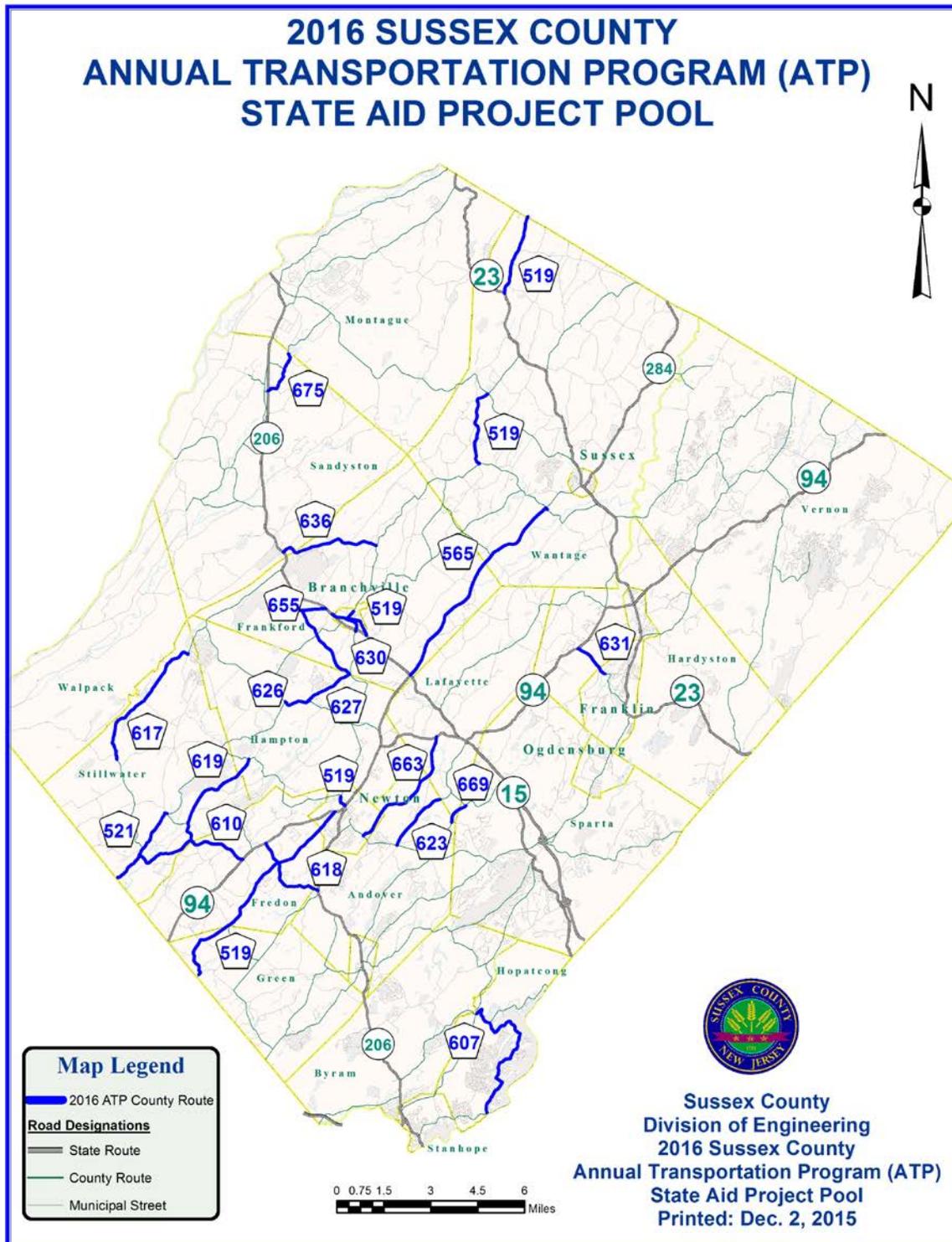
The following Roads are tentatively earmarked as eligible for advancement under a 2016 and/or 2017 Sussex County Resurfacing Project Program. Actual selection and advancement of work will be determined after collection, evaluation, and prioritization of each roadway segments Pavement Condition Index (PCI) and Average Daily Traffic (ADT) has been completed. Resurfacing program work will be advanced on a priority basis based upon allotted cumulative available funding. Roadway segments currently indentified in the **tentative resurfacing list and ATP include:**

Route Description	Municipality	Length in Miles	Estimated Value
Resurfacing CR 519 Ridge Road - Warren County Line to SR 94	Green, Fredon & Town of Newton	7.61	\$1,978,600.00
Resurfacing CR 519 Mill Street - SR 206-94 Newton to CR 622	Town of Newton	0.43	\$111,800.00
Resurfacing CR 519 Branchville Lewisburg - SR 206 to Bridge B-11	Branchville	0.93	\$241,800.00
Resurfacing CR 519 Libertyville Plumbsock - CR 628 to CR 650	Wantage	2.61	\$678,600.00
Resurfacing CR 519 Colesville - New York State Line Road - SR 23 near Colesville to NYS Line	Wantage	2.64	\$686,400.00
Resurfacing CR 521 Fredon Stillwater Road - Warren County Line to Stillwater Road	Stillwater	2.71	\$704,600.00
Resurfacing CR 565 Ross Corner Sussex Road - SR 206 to CR 639	Frankford & Wantage	7.24	\$1,882,400.00
Resurfacing CR 607 Maxim Drive - River Styx Rd - Hopatcong Rd - CR 605 to CR 602	Hopatcong	5.62	\$1,461,200.00
Resurfacing CR 610 Fredon - Stillwater Road - SR 94 to CR 521	Fredon & Stillwater	3.95	\$1,027,000.00
Resurfacing CR 617 Fairview Lake-Lake Owassa Rd - Old CR 624 to Mt. Benevolence Rd	Stillwater	4.62	\$1,201,200.00
Resurfacing CR 618 Willows Road - SR 94 to SR 206	Andover & Fredon	2.71	\$704,600.00
Resurfacing CR 619 Bellwood Creamery - Swartswood Lake - CR 610 to CR 622	Stillwater & Hampton	3.69	\$959,400.00
Resurfacing CR 623 Lawrence Road - CR 616 Andover to Lafayette Twp. Line	Andover	2.3	\$598,000.00
Resurfacing CR 626 Halsey - Myrtle Grove Road - CR 521 to CR 627	Hampton	0.89	\$231,400.00

Resurfacing CR 627 Branchville Lawsons Corner Road - CR 626 to CR 519	Hampton	1.57	\$408,200.00
Resurfacing CR 630 Branchville Culvers Lake Road - Broad St - SR 206 to SR 206	Branchville	3.14	\$816,400.00
Resurfacing CR 631 North Church Franklin Road - Fowler Street Franklin to SR 94	Hardyston & Franklin	1.22	\$317,200.00
Resurfacing CR 636 Mattison School House Road - SR 206 to CR 6519	Sandyston & Frankford	3.28	\$852,800.00
Resurfacing CR 655 County Farm Road - CR 519 to CR 630	Frankford	2.65	\$689,000.00
Resurfacing CR 663 Newton Branchville Junction - CR 616 to SR 94	Town of Newton, Andover, & Lafayette	4.38	\$1,138,800.00
Resurfacing CR 669 Limecrest Road - Sussex Mills Road to CR 648	Andover, Lafayette, & Sparta	0.76	\$197,600.00
Resurfacing CR 675 DeGroat Road & Cemetery Road - SR 206 to Montague Twp Line	Sandyston	1.49	\$387,400.00

Totals: 66.44 \$17,274,400.00

ATP Project Pool Map



RESOLUTION RE: REAPPOINTMENT OF RONALD PETILLO AND JOHN M. SOWDEN AS MEMBERS OF THE BOARD OF COMMISSIONERS OF THE SUSSEX COUNTY MUNICIPAL UTILITIES AUTHORITY. SAID TERM TO BE EFFECTIVE FEBRUARY 1, 2016 AND EXPIRE JANUARY 31, 2021

WHEREAS, the Board of Chosen Freeholders has deemed that Ronald Petillo and John M. Sowden have the appropriate qualifications and expertise to fill said position.

NOW, THEREFORE, BE IT RESOLVED that the Sussex County Board of Chosen Freeholders does hereby reappoint Ronald Petillo and John M. Sowden as members of the Board of Commissioners of the Sussex County Municipal Utilities Authority. Said term shall commence February 1, 2016 and end January 31, 2021 at a salary of \$3,700.00 per annum and they shall be entitled to the medical benefits package provided by the Sussex County Municipal Utilities Authority; and

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to Ronald Petillo, 9 Rapalyea Road, Hopatcong, NJ 07843; John M. Sowden, 133 Corkhill Road, Franklin, NJ 07416; and the Sussex County Municipal Utilities Authority, 34 South Route 94, Lafayette, NJ 07848.

Certified as a true copy of the
Resolution adopted by the
Board on the 9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex, New Jersey

**RESOLUTION RE: PROVIDING TEMPORARY CLOSURE OF CR 607 IN
HOPATCONG BOROUGH**

WHEREAS, the Borough of Hopatcong Police Department has requested a temporary closure of a portion of CR 607 on December 11, 12, 18, & 19, 2015 for the purpose of conducting the Christmas Spectacular event; and

WHEREAS, N.J.S.A. 39:4-197 provides that no municipality, in exercise of its power to regulate parades, processions, or assemblages, shall prohibit normal traffic on any County road without the consent of the Board of Chosen Freeholders; and

WHEREAS, the Sussex County Department of Engineering and Planning has received requests from the Borough of Hopatcong for the temporary closures of County Route 607; and

WHEREAS, the Sussex County Department of Engineering and Planning shall be provided with appropriate Certificates of Insurance.

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

1. The Sussex County Board of Chosen Freeholders hereby consents to the temporary closures of CR 607 in the Borough of Hopatcong on December 11, 12, 18, & 19, 2015 for purposes of allowing the Borough of Hopatcong to hold the Christmas Spectacular event on said route, subject to the issuance of appropriate Certificates of Insurance acceptable to County Counsel; and

BE IT FURTHER RESOLVED that a copy of said Resolution shall be forwarded to Catherine Schultz, Township Clerk Hopatcong Borough, 111 River Styx Road, Hopatcong, NJ 07843; and a copy is available in On-Base.

Certified as a true copy of the
Resolution adopted by the Board
on the 9th day of December, 2015.

Cathy Williams, Clerk
Board of Chosen Freeholders
County of Sussex

**RESOLUTION RE: PROVIDING TEMPORARY CLOSURE OF CR 607 IN
HOPATCONG BOROUGH**

Summary: Hopatcong Borough has requested the County authorize a Temporary Closure of CR 607 between Lakeside Blvd. and River Styx Road in the Borough of Hopatcong. The requested closure is to occur on December 11, 12, 18, & 19, 2015 between the hours of 5:00 PM to 10:00 PM each night.

This resolution provides the needed authorization allowing for the Borough's requested temporary closure of CR 607.

x:\roads\000\permits\2015\20151125_RSL_Temporary Closure Christmas Spectacular in Hopatcong.docx

**RESOLUTION RE: ESTABLISHMENT OF “FIRE PREVENTION SPECIALIST”
AND SALARY RANGE**

WHEREAS, the Appointing Authority has recommended that in order to perform more efficient operation there is a need for this new position; and

WHEREAS, the Appointing Authority has agreed with the placement of this new title in Sussex County Non - Represented Grade 8; and

WHEREAS, the Sussex County Board of Chosen Freeholders does concur with this recommendation.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Sussex does hereby create and establish a position of:

FIRE PREVENTION SPECIALIST - 06356

BE IT FURTHER RESOLVED that the Board does hereby establish a 2015 salary range for this position and places it in the Sussex County Non-Represent Grade 8:

<u>Minimum</u>	<u>Maximum</u>	<u>Hours</u>
\$20.47	\$31.33	Hourly
\$37,269.00	\$56,575.00	35 hours
\$42,594.00	\$65,181.00	40 hours

BE IT FURTHER RESOLVED that a certified copy of this Resolution is available in On-Base.

Certified as a true copy of a
Resolution adopted by the
Board of Chosen Freeholders
on the 9th day of December 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

RESOLUTION RE: ESTABLISHMENT OF “SUPERVISOR OF TRADES” AND SALARY RANGE

WHEREAS, the Appointing Authority has recommended that in order to perform more efficient operation there is a need for this new position; and

WHEREAS, the Communications Workers of America has agreed with the placement of this new title in CWA Supervisory Job Group 13; and

WHEREAS, the Sussex County Board of Chosen Freeholders does concur with this recommendation.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Sussex does hereby create and establish a position of:

SUPERVISOR OF TRADES - 06784

BE IT FURTHER RESOLVED that the Board does hereby establish a 2016 salary range for this position and places it in the CWA Supervisory Job Group 13:

<u>Minimum</u>	<u>Maximum</u>	<u>Hours</u>
\$24.676	\$42.000	Hourly
\$45,082.00	\$76,740.00	35 hours
\$51,523.00	\$87,695.00	40 hours

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to: CWA Local 1032, 61 Spring Street, Newton, NJ 07860; and a copy is available in On-Base.

Certified as a true copy of a
Resolution adopted by the
Board of Chosen Freeholders
on the 9th day of December 2015.

Catherine M. Williams - Clerk
Board of Chosen Freeholders
County of Sussex

**RESOLUTION RE: REJECTION OF ALL BIDS FOR THE AWARD OF
CONTRACT FOR SUSSEX COUNTY ADMINISTRATIVE
CENTER PARKING GARAGE FIREPROOFING**

WHEREAS, public bids were advertised for Sussex County Administrative Center Parking Garage Fireproofing on November 4, 2015 and publicly received by the Sussex County Bid Proposal Committee on November 19, 2015; and

WHEREAS, the two (2) bids received were reviewed by the Division of Facilities Management, and the Purchasing Agent; and

WHEREAS, it was recommended by the Division that the two (2) bids be rejected due to both bidders substantially exceeding the amount of funds appropriated for this project; one (1) of the bidders also failed to provide proper documentation; and

WHEREAS, Local Public Contracts Law provides that a governing unit may reject all bids when the lowest bid substantially exceeds the funds appropriated for the goods or services required.

NOW, THEREFORE, BE IT RESOLVED that upon recommendation of the Division of Facilities Management, the Sussex County Board of Chosen Freeholders does hereby reject all bids for the Sussex County Administrative Center Parking Garage Fireproofing for substantially exceeding the funds appropriated for this project.

BE IT FURTHER RESOLVED that a certified copy of this Resolution will be available in On-Base.

Certified as a true copy of a
Resolution adopted by the Board
on the 9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

Resolution Summary
Other

**RESOLUTION RE: REJECTION OF ALL BIDS FOR THE AWARD OF CONTRACT FOR
SUSSEX COUNTY ADMINISTRATIVE CENTER PARKING GARAGE FIREPROOFING**

Description of Resolution:

This resolution is for the rejection of all bids for the Administrative Center Parking Garage Fireproofing Project. The two (2) bids received substantially exceeded the amount of funds appropriated for this project and one (1) of the bidders also failed to provide proper documentation.

The Office of Facilities Management is in the process of reviewing the technical specifications for this project.

**RESOLUTION RE: FINAL ADOPTION OF THE SCMUA WASTEWATER PLAN
AMENDMENT FOR CONVEYANCE OF LANDFILL
LEACHATE**

WHEREAS, the Sussex County Municipal Utilities Authority (SCMUA) is the owner of the sanitary landfill located on Route 94 in Lafayette Township; and

WHEREAS, the leachate generated from the landfill is collected and stored at the SCMUA Solid Waste facility, then transported by trucks approximately six miles to the SCMUA Upper Walkkill wastewater treatment facility in Hardyston Township; and

WHEREAS, in January 2014, the New Jersey Department of Environmental Protection (DEP) approved a horizontal and vertical expansion of the SCMUA sanitary landfill that will extend its useful life from Year 2020 to 2062; and

WHEREAS, a Wastewater Management Plan (WMP) Amendment was prepared by Hatch Mott McDonald and proposes a new sewer force main for conveyance of landfill leachate to the SCMUA wastewater treatment facility in Hardyston Township, instead of transporting by trucks; and

WHEREAS, the proposed SCMUA sewer service area for the sanitary landfill is identified as Block 14, Lots 33.05, 34, 37 and 38.01, and the new sewer force main would be located along State Route 94, or an alternate route would be partly in the former railroad right-of-way owned by the County of Sussex in Sparta and Hardyston, subject to approval by the County of Sussex; and

WHEREAS, the WMP Amendment states that the wastewater flow for the landfill leachate is 35,000 gallons per day (GPD) and is already accounted for in the existing wastewater flow for the SCMUA Upper Walkkill facility; and

WHEREAS, the WMP Amendment was discussed at the regular meetings of the Sussex County Water Quality Policy Advisory Committee (PAC) on February 5, March 12, and April 9, 2015, and the PAC recommended preliminary approval in their Resolution dated April 9, 2015, and the Sussex County Board of Chosen Freeholders adopted their preliminary approval Resolution dated May 13, 2015; and

WHEREAS, in accordance with the Plan Amendment Procedure, the WMP Amendment was reviewed by the NJ Department of Environmental Protection (DEP), and a Public Notice was published in the NJ Register and two local newspapers on October 21, 2015 followed by a 30-day comment period, and no comments were received; and

WHEREAS, the WMP Amendment has been endorsed by Resolutions from the governing bodies of Sparta Township, Hardyston Township, and Lafayette Township, where the new sewer force main would be located; and

NOW, THEREFORE, BE IT RESOLVED by the Sussex County Board of Chosen Freeholders that the WMP Amendment for the SCMUA conveyance of landfill leachate is granted final approval and is to be forwarded to NJDEP for their final approval, and the Sussex County Wastewater Management Plan is to be amended to include and incorporate the aforesaid WMP Amendment; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the NJDEP – Office of WRM Coordination, P.O. Box 420, Trenton, NJ 08625-0420; Municipal Clerk, Lafayette Township, 33 Morris Farm Road, Lafayette, NJ 07848; Municipal Clerk, Hardyston Township, 149 Wheatsworth Road, Hardyston, NJ 07419; Municipal Clerk, Sparta Township, 65 Main Street, Sparta, NJ 07871; Sussex County Municipal Utilities Authority, 34 South Route 94, Lafayette, NJ 07848.

Certified as a true copy of the
Resolution adopted by the
Board of Chosen Freeholders
on the 9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

**RESOLUTION RE: AWARDING A CONTRACT THROUGH THE
COMPETITIVE CONTRACTING PROCESS TO
NEWBRIDGE SERVICES, INC. FOR OUTPATIENT
PSYCHIATRIC AND COUNSELING SERVICES**

WHEREAS, the request for proposals for the Sussex County Department of Human Services, Division of Community and Youth Services was advertised for the provision of goods and services on October 5, 2015 and publicly received by the Sussex County Bid Proposal Committee on November 10, 2015 pursuant to N.J.S.A. 40A:11-4 et seq.; and

WHEREAS, the Human Services Advisory Council has reviewed and determined the best distribution of funds based on the priorities of the 2015 Human Services County-wide Needs Assessment and said Council voted on recommendations for the Grant In Aid funding at its November 18, 2015 meeting; and

WHEREAS, all terms and conditions of the Contract and/or funding process are incorporated by reference herein; and

WHEREAS, the funding and levels of service shall be set at \$65,000.00 to provide outpatient psychiatric and counseling services for a maximum of 900 hours at \$72.22 per unit; and

WHEREAS, funding in the amount of \$65,000.00 for this contract covering the period of January 1, 2016 through December 31, 2016 is subject to adequate funds being appropriated in the 2016 budget.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Sussex, as follows:

1. The Freeholder Director and Clerk of the Board of Chosen Freeholders are hereby authorized and directed to execute a Contract with NewBridge, Inc. for these services.
2. The term of this Contract will be in effect from January 1, 2016 through December 31, 2016 with the county reserving the right to extend contracts for four additional and consecutive one year periods based on the positive monitoring, existing levels of services and funding satisfying the needs of the community.
3. The Clerk of the Board of Chosen Freeholders is directed to provide for publication of this Resolution awarding said Contract, in summary form, in the New Jersey Herald within 10 days from the adoption hereof.

4. Certified copies of this Resolution and Contract are to be forwarded to NewBridge, Inc., PO Box 805, Newton, NJ, 07860, Attn: Robert Parker and a copy is available in On-Base.

Certified as a true copy of the
Resolution adopted by the
Board of Chosen Freeholders
on the 9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex, New Jersey

NOTICE OF CONTRACT AWARDED

The Board of Chosen Freeholders of the County of Sussex has awarded a Contract through competitive contracting pursuant to N.J.S.A. 40A:11-4.5. The Contract and Resolution authorizing same are available for public inspection in the Office of the Clerk of the Board of Chosen Freeholders at any time during regular business hours of said official.

Awarded To: NewBridge Services, Inc.
7 Industrial Road
Pequannock, NJ 07444

Services: Outpatient Psychiatric and Counseling Services

Cost: \$65,000.00

Time Period: The term of this Contract will be in effect from January 1, 2016 to December 31, 2016 with the county reserving the right to extend contracts for four additional and consecutive one year periods based on the positive monitoring, existing levels of services and funding satisfying the needs of the community.

**BY ORDER OF THE BOARD OF CHOSEN
FREEHOLDERS OF THE COUNTY OF SUSSEX**

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex, New Jersey

Dated: December 9, 2015

CERTIFICATION RE: BUDGET APPROPRIATION FOR AWARDING OF A CONTRACT

I, Robert J. Maikis, Jr., Treasurer, County of Sussex, hereby certify to the Clerk, Board of Chosen Freeholders that this certification is subject to adequate funds being appropriated in the 2016 County budget appropriation(s) entitled:

2016 County Human Service Grant In Aid Funds
01-201-27-360-009

For Awarding of a Contract for:

Outpatient Psychiatric and Counseling Services

Amount not to exceed \$65,000.00

TO: NewBridge Services, Inc.
7 Industrial Park Road
Pequannock, NJ 07444

Robert J. Maikis, Jr., Treasurer

Dated: December 9, 2015

Requisition # Funding not available at this time.

Resolution Summary
Other

RESOLUTION RE: AWARDING A CONTRACT THROUGH THE COMPETITIVE CONTRACTING PROCESS TO NEWBRIDGE SERVICES, INC. FOR OUTPATIENT PSYCHIATRIC AND COUNSELING SERVICES

Description of Resolution:

The scope of this contract is to provide Mental Health Services to the community of Sussex County. The request for proposals for the Sussex County Department of Human Services, Division of Community and Youth Services Grant In Aid funding was based on the priorities of the 2015 County-wide Human Services Needs Assessment. The Human Services Advisory Council reviewed and determined the best distribution of these funds. The funding and levels of service are set at \$65,000.00 to provide outpatient psychiatric and counseling services covering the period of January 1, 2016 through December 31, 2016.

**RESOLUTION RE: AWARD OF CONTRACT BASED ON PROPOSALS
RECEIVED THROUGH THE COMPETITIVE CONTRACTING
PROCESS FOR THE PROVISION OF WEEKDAY AND
WEEKEND HOME DELIVERED MEALS WITH CATHOLIC
FAMILY & COMMUNITY SERVICES FOR THE PERIOD OF
JANUARY 1, 2016 - DECEMBER 31, 2016**

WHEREAS, the request for proposals for the Sussex County Department of Human Services, Division of Senior Services was advertised for the provision of goods and services on August 12, 2015 and publicly received by the Sussex County Bid Proposal Committee on September 10, 2015 pursuant to N.J.S.A. 40A:11-4 et seq.; and

WHEREAS, the Sussex County Department of Human Services, Division of Senior Services invites Proposals from perspective providers for a broad range of social services for the Senior Citizens of Sussex County. Individual grants will be determined by the Sussex County Department of Human Services, Division of Senior Services and contracts will be awarded by the Board of Chosen Freeholders by Resolution. This proposal will provide the basis for award of the service contracts for calendar years 2016, 2017 and 2018; and

WHEREAS, the process has been followed as outlined in the law and policy directive; and

WHEREAS, the County Treasurer has certified that the funds are subject to the receipt of adequate funds from the State of New Jersey, as evidenced by the attached Treasurer's Certification. All contracts and levels of service are subject to final allocation of funding by the State of New Jersey and the Board of Chosen Freeholders.

NOW, THEREFORE, BE IT RESOLVED that the Freeholder Director and the Clerk of the Board are authorized and directed to execute an Agreement with Catholic Family & Community Services for the provision of Weekday and Weekend Home Delivered Meals; and

BE IT FURTHER RESOLVED that the Sussex County Department of Human Services, Division of Senior Services has recommended that Catholic Family & Community Services receive \$22,888.00 of Title IIIC-2, \$19,486.00 State Home Delivered Meal funds, \$6,376.00 in COLA funds and \$9,296.00 in State Match funds to be supplemented by income in the amount of \$88,605.00 for the Weekday Home Delivered Meal Program for the period of January 1, 2016 through December 31, 2016 subject to the final distribution of funds from the State of New Jersey, Department of Human Services, Division of Aging Services; and

BE IT FURTHER RESOLVED that the Sussex County Department of Human Services, Division of Senior Services has recommended that Catholic Family & Community Services receive \$13,000.00 of State Weekend and Holiday Home Delivered Meal funds and \$66.00 County Funds, to be supplemented by income in the amount of \$12,924.00 for the Weekend Home Delivered Meal Program for the period of January 1, 2016 through December 31, 2016 subject to the final distribution of funds from the State of New Jersey Department of Human Services, Division of Aging Services; and

BE IT FURTHER RESOLVED that the Clerk of the Board of Chosen Freeholders is directed to provide for the publication of this Resolution awarding said Contract, in summary form, in the New Jersey Herald within 10 days from the adoption hereof; and

BE IT FURTHER RESOLVED that certified copies of this Resolution, together with copies of the Agreement be forwarded to Catholic Family & Community Services, Attention: Diane Silbernagel; 24 DeGrasse Street, Paterson, NJ 07505.

Certified as a true copy of the
Resolution adopted by the Board
of Chosen Freeholders on the
9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex, New Jersey

CERTIFICATION RE: BUDGET APPROPRIATION FOR AWARDING OF CONTRACT

I, Robert J. Maikis, Jr., Treasurer, County of Sussex, hereby certify to the Clerk, Board of Chosen Freeholders, that certification is subject to adequate funds being received from the State of New Jersey and appropriated from the Reserve for Grant Funds in the budget appropriation(s) entitled:

2016 Reserve for Grant Funds		
Title IIIC-2	(01-213-40-672-16-435)	\$22,888.00
State Match	(01-213-41-805-16-435)	\$ 9,296.00
State Home Delivered Meal	(01-213-41-811-16-435)	\$19,486.00
COLA	(01-213-41-810-16-435)	\$ 6,376.00

for awarding of a contract for:

Catholic Family & Community Services for the provision of Weekday Home Delivered Meal services for the period of January 1, 2016 through December 31, 2016. Total funds not to exceed \$58,046.00.

to: Catholic Family & Community Services
24 DeGrasse Street
Paterson, New Jersey 07505

Robert J. Maikis, Jr., Treasurer

Dated: December 9, 2015
Requisition #

CERTIFICATION RE: BUDGET APPROPRIATION FOR AWARDING OF CONTRACT

I, Robert J. Maikis, Jr., Treasurer, County of Sussex, hereby certify to the Clerk, Board of Chosen Freeholders that certification is subject to adequate funds being received from the State of New Jersey and appropriated from the Reserve for Grant Funds in the budget appropriation(s) entitled:

2016 Reserve For Grant Funds	
State Weekend and Holiday Home Delivered Meals	
(01-213-41-808-16-435)	\$ 13,000.00

Subject to adequate funds being appropriated from the 2016 current funds in the budget appropriation(s) entitled:

County Funds	
Nutrition – 2016 Current Fund	
(01-201-27-343-435)	\$ 66.00

for awarding of a contract for:

The provision of Weekend and Holiday Home Delivered Meal Services for the period of January 1, 2016 through December 31, 2016. Total State Weekend and Holiday Home Delivered Meal funds not to exceed \$13,000.00 and County Funds not to exceed \$66.00.

to: Catholic Family & Community Services
24 DeGrasse Street
Paterson, New Jersey 07505

Robert J. Maikis, Jr., Treasurer

Dated: December 9, 2015
Requisition #

NOTICE OF CONTRACT AWARDED

The Board of Chosen Freeholders of the County of Sussex has awarded a Contract through competitive contracting pursuant to N.J.S.A. 40A:11-4.5. The Contract and Resolution authorizing same are available for public inspection in the Office of the Clerk of the Board of Chosen Freeholders at any time during regular business hours of said official.

Awarded To:	Catholic family & Community Services 24 DeGrasse Street Paterson, NJ 07505
Services:	Provision of Weekday and Weekend Home Delivered Meal Program under the services of the Area Plan Contract
Approximate Cost:	\$71,112.00
Time Period:	The term of this Contract will be in effect from January 1, 2016 to December 31, 2016.

**BY ORDER OF THE BOARD OF CHOSEN
FREEHOLDERS OF THE COUNTY OF SUSSEX**

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex, New Jersey

Dated: December 9, 2015

COUNTY OF SUSSEX
DIVISION OF
SENIOR SERVICES
AGREEMENT

Appropriation Code: 01-213-40-671-16-435
01-213-41-805-16-435
01-213-41-811-16-435
01-213-41-810-16-435

Project: Weekday Home Delivered Meal Services

Grantee: Catholic Family & Community Services

Area Plan Grant Agreement Number 16-____-__ Date January 1, 2016

Appropriation Code: 01-213-41-808-16-435
01-201-27-343-435

Project: Weekend and Holiday Home Delivered Meal Services

Grantee: Catholic Family & Community Services

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COUNTY OF SUSSEX
DIVISION OF
SENIOR SERVICES
AGREEMENT

DEFINITIONS:

Project: Catholic Family & Community Services
24 DeGrasse Street
Paterson, New Jersey 07505

Legislative Act: Older American Act of 1965, as Amended

Authorized Appropriation:

Account Title: Home Delivered Meal - Title IIIC-2, State Match,
State HDM and COLA

Account Code: 01-213-40-672-16-435
01-213-41-806-16-435
01-213-41-811-16-435
01-213-41-810-16-435

Account Title: Weekend and Holiday Home Delivered Meal funds,
Nutrition – Current Fund

Account Code: 01-213-41-808-16-435
01-201-27-343-435

Contract Period: Contract period shall mean the Term of Agreement as specified in paragraph number one.

This AGREEMENT, is by and between the Sussex County Board of Chosen Freeholders on behalf of the Sussex County Division of Senior Services, hereinafter referred to as the "County", and Catholic Family & Community Services, 24 DeGrasse Street, Paterson, New Jersey, 07505, hereinafter referred to as the "Grantee".

WITNESSETH THAT:

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

2. Agreement Contingent on Availability of Funds. The parties hereto recognize that this Agreement, made on behalf of the County, is dependent upon such funding appropriations as may be made by the State of New Jersey, the Federal Government,

the County of Sussex or other funding sources; the County shall not be held liable for any breach of this Agreement because of the absence of available funding appropriations.

3. Compliance. The Grantee agrees that it shall comply with all provisions of the authorizing appropriation, the Act, and any regulations, requirements or guidelines which the County may issue, whether explicitly referred to herein or not. It is further agreed that the Grantee shall seek and develop its own source of funding in anticipation of the expiration of this Grant. In no event shall this Grant be construed as a commitment by the County to expend funds beyond the termination date set forth in the paragraph entitled "Term of Agreement" in this Agreement.

4. Subcontracts. In accepting this contract, the Recipient shall include the following provisions in sub-contracts, with any subcontractor or third party that utilizes Area Plan funding under this contract. An AAA subcontractor, or third party, utilizing Area Plan funding shall comply with all federal, State, and local laws related to the Older Americans Act.

5. First Amendment Compliance. Funds provided under this contract shall not be utilized in a manner, which would contravene the Establishment Clause of the First Amendment of the United States Constitution. Specifically, these conditions are as follows:

- a) In no event shall the provision of the services to be funded under this agreement be conditioned upon attendance at or participation in religious programs, services, or activities;
- b) Any services to be provided under this agreement shall be essentially secular in nature and scope and in no event shall there be any religious services, counseling, proselytizing, instruction, or other religious influence undertaken in connection with the provision of such services; and
- c) Funds provided under this contract shall not be used for the construction, rehabilitation, or restoration of any facility owned by a religious organization and used, now or in the future, for any religious activity or purpose.

6. Focal Points. Identify, when feasible, a focal point for comprehensive service delivery.

7. Funding Disclosure. Grantee shall disclose all sources and expenditure of funds such agency receives or expends to provide services to older individuals to the State Unit on Aging or the Commissioner for the Department of Human Services upon request.

8. Other Funds. The Grantee shall not use funds provided under this Agreement to replace existing or committed financial support for the same project, except as may be

provided by this Agreement or with the express written approval of the County.

9. Scope of Services. In consideration of the grant provided by this Agreement, the Grantee shall, in a satisfactory and proper manner as determined by the County, perform all services specified in Attachment A.

10. Eligibility Requirements for Elderly Clients. Eligible clients must be 60 years of age or over, homebound, incapacitated due to accident, illness or frailty, or unable to prepare meals due to lack of facilities, inability to shop or cook, or lack a support system from others to secure the meals.

11. Compensation. The County shall grant to the Grantee a sum not to exceed \$ 71,112.00. The Grantee shall expend project funds in accordance with the Approved Budget as set forth on Attachment B, the amounts expended for the Personnel and Consultants which shall not have been expended in accordance with Attachment B shall be credited against and deducted from the total compensation to be paid to the Grantee under this Agreement. Except as shall be more specifically limited on Attachment B, the amounts expended for each of the major cost categories listed on Attachment B may not exceed the approved amount by more than 10% or \$500.00 whichever is greater provided, however, that the total Approved Budget is not exceeded. The express prior written approval of the Administrator, Sussex County Department of Human Services, is necessary to amend any budget category.

12. Reinvestment of Income. Any income derived from programs under this Agreement shall be reinvested in the program. Accounting of such income shall be pursuant to the paragraph entitled "Accounting for Income" in this Agreement.

13. Client Donations. All client donations must be properly recorded and accepted through the Home Delivered Meal Program. Written donation procedures and guidelines must be established and sent to the Sussex County Division of Senior Services for approval by the 31st of March, 2016. The Grantee shall allow the Division of Senior Services to conduct audits related to the collection of client donations pursuant to the paragraph entitled "Audits, Monitoring, and Evaluations" in this Agreement.

14. Method of Payment. The County shall make payments under this Agreement upon the submission of a properly executed Sussex County Official Voucher together with such other documentation as may be required. The manner and form of such submission shall be in accordance with the procedures described on Attachment C, including a detailed reimbursement request. If any report required to be submitted under this Agreement is not included with the payment voucher, payment shall not be made until the report is submitted. Failure to submit the reports within 15 days of submission of the payment voucher will be grounds for termination.

15. Responsibilities of Project Director. The Project Director must act as a liaison with the Sussex County Division of Senior Services on all appropriate issues that effect programs under this Agreement. The Project Director shall promptly contact the

Division of Senior Services as to any issue that may effect the provision of services. The Project Director should be a full-time employee who must be empowered with the necessary authority to conduct day-to-day management and administrative functions of the program. The director must uphold quality food service standards including adherence to Title III of OAA and Chapter XII (NJ Sanitary Code) requirements. This includes supervision of all staff and volunteers within the project. Weekly time sheets for the Project Director must be provided to the Division of Senior Services.

16. Responsibilities of Project Coordinator. The Grantee shall be required to hire and employ a full-time (40 hours per week) Project Coordinator. The Project Coordinator shall be responsible for tracking and recording weekly time sheets regarding the activities accomplished in the programs under this Agreement. The Project Coordinator shall be an employee of the Grantee and the Grantee shall be solely responsible for the payment of wages to the Project Coordinator. The Project Coordinator shall also be responsible for fulfilling all responsibilities that may be listed in Attachment A.

17. Reports and Submissions. The Grantee shall be required to submit reports, including statistical reports, relating to the activities and the finances of the project as shall be required by the County on a quarterly basis.

18. Form and Submission Times for Quarterly Reports. All quarterly reports shall be in the form specified on Attachment C and submitted within nine (9) days of the last day of the quarter. All quarterly reports shall be submitted to the County and the Sussex County Division of Senior Services as set forth in this Agreement or as reasonably requested by the County. Grantee shall submit a final report to the County and the Sussex County Division of Senior Services within fifteen (15) days after the end of the contract period.

19. Books and Records. The Grantee shall maintain such records and accounts as are deemed necessary by the County to assure a proper accounting for all project funds, County of Sussex, State of New Jersey and non-state shares. Said records shall be retained for five (5) years after expiration of this Agreement, unless the County, in writing, specifically waives such requirement. Grantee shall maintain financial and property accounting records and accounts for all programs under this Agreement to ensure the proper utilization of Title III funding. Documentation of the records and accounts must be submitted to the Sussex County Division of Senior Services on a quarterly basis. Said records shall be retained for five (5) years after expiration of this Agreement, unless the County, in writing, specifically waives such requirement.

20. Accounting for Proper Utilization of Title III Funding. The Grantee shall maintain financial and property accounting records and accounts for all programs under this Agreement to ensure the proper utilization of Title III funding. Documentation of the records and accounts must be submitted to the Sussex County Division of Senior Services on a quarterly basis. Said records shall be retained for five (5) years after expiration of this Agreement, unless the County, in writing, specifically waives such requirement.

21. Accounting for Income. All income derived from programs under this Agreement and the distribution of such income shall be properly recorded and documented. Accounting reports must be provided to the Sussex County of Division of Senior Services on a quarterly basis. Said records shall be retained for five (5) years after expiration of this Agreement, unless the County, in writing, specifically waives such requirement.

22. Equipment/Inventory Lists. The Grantee shall complete and maintain an updated Equipment/Inventory List, which includes quantity, name of item, location of item and value of item. The completed list should be signed by the person submitting the list and dated. Copies of the updated Equipment/Inventory list must be provided to the Division of Senior Services in January and June of each year. Said records shall be retained for five (5) years after expiration of this Agreement, unless the County, in writing, specifically waives such requirement.

23. Client Satisfaction Surveys. The Grantee shall conduct and complete bi-annual food surveys and client satisfaction surveys for all programs under this Agreement. Surveys should be formalized into formal reports and submitted to the Sussex County Division of Senior Services. Surveys should be received by the Division of Senior Services by the June 30 and December 31). A summary of survey results must include the number of people surveyed for each program, outcomes and an action plan for improvements as warranted. Outcomes will be considered when determining future contract awards.

24. Audits, Monitoring, and Evaluations. The Grantees shall make available all books, records, and accounts for audit and examination by any governmental agency having an interest in the project. The County shall have the right to conduct an audit or examination at any time during the regular working hours of this project. The Grantee hereby acknowledges that the County shall carry out such auditing, monitoring and evaluation activities as it shall, from time to time, require for proper administration and performance of this Agreement.

a. The County shall conduct, for the County of Sussex Division of Senior Services, audits and examinations of all books, records, and accounts pertaining to Title III funding, State of New Jersey funding, County of Sussex funding, and United Way funding.

b. To ensure compliance with relevant regulations and the terms of this Agreement, the Grantee shall allow the Division of Senior Services or the County to conduct on-site audits and monitoring of activities related to client donations, the method of collection of such donations, the tabulation of such donations, and the method of depositing donations into a financial institution.

c. The Grantee shall make available to the Division of Senior Services, the Department of Administration and Finance, and staff and auditors contracted by the County all financial and programmatic information.

d. The Division of Senior Services, the Department of Finance and Library Services, and staff and auditors contracted by the County shall have the right to make announced and unannounced audits and inspections of all financial transactions, including, but not exclusively, client donations, payment of vendors, payroll records, and other financial, site monitoring and other programmatic information.

25. Grantee Fiscal Audit. The Grantee shall submit a copy of its annual independent fiscal audit to the Sussex County Division of Senior Services.

26. Compliance with Recommendations. The Grantee shall promptly and completely comply with all recommendations from all audits, monitoring activities, and evaluations within fifteen (15) days of receipt of recommendations by the Grantee.

27. Grantee Meetings. The Grantee shall be represented at the Mandatory Quarterly Grantee Meetings as established and planned by the Division of Senior Services.

28. Grievance Procedure. The Grantee shall establish and post a Grievance Procedure in their respective agency, in accordance with guidelines established by the New Jersey Department of Human Services, Division of Aging Services, and the Division of Senior Services. The Grievance Procedure established by the Division of Senior Services is also required to be posted at the agency and sites where services are rendered.

29. Travel Expenses. The Grantee, if a public agency, shall charge expenses for travel in accordance with the customary practice in the government of which the agency is a part. If the Grantee is a private agency, expenses charged for travel shall not exceed those allowable under the State of New Jersey Travel Regulations. In any event, travel expenses shall not be charged in excess of the allowable budget amount.

30. Personal Property. If personal property, including equipment, costing less than one hundred dollars (\$100.00) per item is acquired and used for three (3) years from date of acquisition for approved contract purposes, title to such property shall vest in the Grantee. Personal property, including equipment, costing more than one hundred dollars (\$100.00) or used for less than three (3) years shall be owned by the County. The County, at its option, may, however, permit the Grantee to retain such property, subject to the reimbursement to the County of its cost minus a fair rental value for the period of actual use.

31. Unexpended Fund Balances. The Grantee may incur costs only during the period set forth in the paragraph entitled "Term of Agreement" in this Agreement. Expenditures made before or after these dates shall be disallowed, except if funds are obligated but have not been disbursed as of the end of the contract period, then in that instance expenditures will be allowed to occur within fifteen (15) days of the end of the contract period and any unexpended fund balance remaining shall be returned to the County at the same time as the submission of the final report. The deadline for

submission of the final reports is governed by the paragraph entitled "Form and Submission Times for Quarterly Reports" in this Agreement. The County, at its discretion, may authorize the Grantee to use the unexpended grant funds:

- a. for approved grant purposes after the end of the contract period if the project is continuing activity and the County intends to enter into another agreement. Under such circumstances, the amount of the subsequent grant shall be reduced by the amount of the unexpended funds remaining at the end of the previous contract period.
- b. for approved grant purposes, if the County authorizes an extension of the contract period.

In no event shall the Grantee use unexpended funds after the contract period without the express written approval of the County.

32. Compliance with Grant Administration Regulations. The Grantee shall comply with the "Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations; and Certain Grants and Agreements with States, Local Governments and Indian Tribal Governments", located in the Federal Grants Management Handbook, as may be amended from time to time.

33. Communications Acknowledging Title III Funding. The Grantee shall ensure that signs shall be prominently displayed on all vehicles and in all facilities where programs under this Agreement are operating stating, "This project is funded under Title III of the Older Americans Act of 1965, as amended, through a grant by the Sussex County Division of Senior Services." In like manner, the above statement shall appear on all stationery, publications and public information relating to the project and its scope of services.

34. Additional Acknowledgments in Communications. The Grantee shall ensure that the name of the program, the scope of service, an acknowledgment of funding under Title III and from the Sussex County Division of Senior Services shall be printed in all stationary, books, reports, pamphlets, papers, articles, publications, and public information receiving support under this Agreement.

35. Review of Publications. All books, reports, pamphlets, papers, or articles receiving support under Title III must be submitted to the Sussex County Division of Senior Services for review prior to distribution. The Grantee shall provide a copy of the final publication to the Sussex County Division of Senior Services.

36. Additional Regulations Regarding Publications. The following additional regulations concerning publication shall be adhered to by the Grantee:

- a. The Department of Health, Education and Welfare, Office on Human Development, Administration on Aging, (hereinafter "AOA") reserves the option to receive free of charge up to 12 copies of any publication published as part of a

Title III project, and two (2) copies of any publication based on project activities.

b. Where a project results in a book or other copyrightable material, the author is free to obtain a copyright, but AOA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, or authorize others to use, all such material.

37. Amendments and Changes. The County may, from time to time, request changes in the scope of services of the Grantee to be performed hereunder. Such changes, including any increase or decrease in the amount of the Grantee's compensation, which are mutually agreed upon by and between the County and Grantee, must be incorporated in written amendments to this Agreement, and be approved by the Administrator of the Sussex County Department of Human Services. Any amendments to this contract can be executed between the Sussex County Division of Senior Services and the Grantee, after review and approval by the Board of Chosen Freeholders, and the Administrator of the Sussex County Department of Human Services. Such amendments will be forwarded to the Sussex County Board of Chosen Freeholders after signature by the Grantee and the Sussex County Division of Senior Services.

38. Assignability. The Grantee shall not subcontract any of the work or services covered by this Agreement, nor shall any interest in this Agreement be assigned or transferred, except as may be provided within the terms of this Agreement and by the Administrator of the Sussex County Department of Human Services.

39. Regulations Regarding Subgrantees. In the event that the Grantee subcontracts any of the work or services covered by this Agreement, subject to the limitations stated in the paragraph entitled "Assignability" in this Agreement, the subcontractors ("Subgrantees") will comply with the rules of the Sussex County Division of Senior Services Operations Manual concerning sub-grantees and with all the terms of this Agreement. A copy of the Operations Manual is available from the Sussex County Division of Senior Services.

40. Regulations Regarding Meal Temperatures. The Grantee shall ensure that meal temperatures are properly maintained with on-going written monitoring of all temperatures for all programs under this Agreement. Temperature results must be provided to the Sussex County Division of Senior Services on a weekly basis, or more frequently if deficiencies are noted. The Division of Senior Services will promptly address all deficiencies.

41. Regulations Regarding Food Handling Procedures. The Grantee shall ensure that the following regulations are adhered to:

a. Proper hair restraints and hand washing procedures must be utilized by all staff member and volunteers at all sites. Staff members and volunteers must also utilize proper food handling procedures. Monthly training reports and copies

of updated certificates must be submitted to the Division of Senior Services.

b. Staff members must obtain the proper Food Handlers Licenses and keep them updated on an annual basis or as required by local Health Departments and submitted to the Division of Senior Services. Proper instruction must be provided to other staff members and volunteers, with the necessary documentation maintained and provided to the Division of Senior Services.

42. CPR Training and Certification. At least one (1) staff member must be trained in CPR at all sites and updated as necessary. All records and copies of certificates must be submitted to the Division of Senior Services after completion of the training or, for recertification's, at six-month intervals (January and June).

43. Regulations Regarding the Operation of Vehicles. All vehicles operated by the project shall be in accordance with the New Jersey State Motor Vehicle Laws and operated by persons who:

- a. possess a valid New Jersey Drivers License, and
- b. are free from any illness or disability which would impair the safe and responsible operation of such vehicle.

44. Reporting of Motor Vehicle Accidents and Incidents. All motor vehicle accidents and incidents must be reported immediately to the County of Sussex Fleet Manager, the Administrator for the Sussex County Department of Human Services and the Sussex County Division of Senior Services. All accident and incident reports must be forwarded to the above as soon as they are available.

45. Completion of Initial Client Assessment and Receiving Meals. Client needs assessments shall be completed by qualified staff to determine participant eligibility and service needs prior to or within 10 days of initiating the service, and reassessments shall be completed within six-month intervals.

46. Client Information. The Grantee shall submit information related to clients. Served through the Agreement either by name, case number or a unique identification code when requested by the Sussex County Division of Senior Services.

47. Discrimination in Employment Prohibited. The Grantee shall not discriminate in the performance of this Agreement because of sex, race, creed or national origin. The Grantee agrees to comply with Section 504 of the Rehabilitation Act of 1973.

48. Insurance. The Grantee does hereby represent that it presently maintains a policy of Liability Insurance in an amount not less than \$1,000,000.00 total arising from any one injury, which policy will cover all services the Grantee will provide under the terms of this Agreement. The Grantee further represents that it shall maintain said policy in full force and effect at all times during the term of this Agreement and shall indemnify and hold harmless the County of Sussex and the Division of Senior Services from any

and all claims and damages, including attorneys fees, resulting from the performance of said services. The Grantee shall be obligated to see that a copy of the Liability Insurance Policy currently in force is on file with the Sussex County Department of Human Services at all times. The Grantee agrees to name the County of Sussex as an additional insured on its Liability Insurance Policy and will provide the County of Sussex with a Certificate of Insurance naming the County as an additional insured.

49. Termination Due to Grantees Actions or Omissions. The County may, by giving written notice to the Grantee specifying the effective date, terminate this Agreement in whole or in part for any cause, which shall include but not limited to:

- a. Utilization of any portion of the appropriation hereunder to employ or otherwise compensate any person employed by the Division of Senior Services who has directly participated in the negotiation or approval of this Agreement;
- b. Discovery of any pecuniary or personal interest by the Grantee, its employees, its officers, its trustees, or its directors in the project, or in any contract emanating from the operation of this project;
- c. Failure, for any reason, of the Grantee to satisfy its obligation under this Agreement;
- d. Submission by the Grantee to the County of reports that are incorrect or incomplete in any material respect;
- e. Any improper or inefficient use of funds, provided under this Agreement;
- f. Failure of the Grantee to permit the County to make an inspection of the administrative or operation facilities of the project;
- g. Conduct or acts of the Grantee and/or its staff which are detrimental to the objectives of this project;
- h. Any violation of the New Jersey Conflicts of Interest Law, N.J.S.A. 52, 13D-12, et seq.;
- i. Failure to incorporate into Grantees Personnel Policies and Procedures a system of full disclosure of all employees and applicants for employment who have been convicted of a crime.

Upon termination of this Agreement, the Grantee shall forthwith return all proceeds of the grant to the County within thirty (30) days.

50. Transportation of Food to Congregate Nutrition Sites: Grantee will pick up food from designated food service provider and transport food for the Congregate Nutrition Program to the congregate nutrition sites in Sussex County.

51. SAM's Reporting System: The Grantee must enter all client information into the automated reporting system (SAM's) for documenting and reporting purposes by the required deadline(s).

52. Emergency Preparedness Plan: The Grantee must have an Emergency Preparedness Plan and guide to use in the event of an emergency.

53. Termination Due to Subgrantees Actions or Omissions. In the event the Grantee does not perform any of the services, obligations, or responsibilities provided for under this Agreement, or in the event that the program or service does not attain the objectives as originally proposed or as set forth in this Agreement to the satisfaction of the County, then the County may withhold all, or a portion of, any payment to be made under any Grantee, and in addition, may declare such Agreement null and void. In the event of termination, the County will have no further liability to the Grantee and in no event will the County be liable to pay for services not actually rendered.

IN WITNESS WHEREOF, the Board of Chosen Freeholders and the Grantee have executed this Agreement #16-____-__.

Diane Silbernagel
Executive Director

Date

ATTEST:

Board of Chosen Freeholders
of the County of Sussex

Catherine M. Williams, Clerk

Phillip R. Crabb
Freeholder Director

Date

Contract with Catholic Family & Community Services for the provision of Weekday Home Delivered Meals and Weekend Home Delivered Meals for the period of January 1, 2016 to December 31, 2016 in the amount of \$71,112.00.

COUNTY OF SUSSEX
DIVISION OF
SENIOR SERVICES
ATTACHMENT A TO AGREEMENT

GRANTEE: Catholic Family & Community Services

GRANTEE ADDRESS: Catholic Family & Community Services
24 DeGrasse Street
Paterson, New Jersey 07505

PROJECT TITLE: Home Delivered Meal Services

POPULATION TO BE SERVED:

The residents of Sussex County who are sixty years and older. Clients served by this program would be considered homebound, isolated, frail, with no ability to shop or cook for themselves and no family or friends in the area to assist them in doing so.

SERVICE AREA:

County of Sussex

OPERATION OBJECTIVES:

The objectives of the Weekday Meals on Wheels Program is to provide 19,500 home delivered meals to at least 200 frail and homebound resident seniors of Sussex County. Priority will be given to the most vulnerable residents of the county including those who are frail, disabled, homebound, isolated, and those clients with the least economic resources to meet basic needs. Of these 200 unduplicated clients, we project that all 200 will be frail and/or vulnerable, 120 will be impoverished, and 12 will be minorities. This project will prioritize the most vulnerable residents of the county including those who are frail, disabled, homebound, isolated, and those clients with the least economic resources to meet basic needs.

GOALS AND OBJECTIVES:

The Goals and Objectives of Catholic Family and Community Services with regards to the Weekday Meals on Wheels Program are as follows:

- To reduce or prevent any unnecessary institutionalization of the homebound, frail, and isolated population of Sussex County who are aged 60 or older.
- To provide at least one-third of the Recommended Daily Allowance (RDA) of nutrition for each client, on weekends and holidays. This will allow the person to better maintain their health.
- To provide a personal contact to check on the person's well-being and alleviate the client's loneliness and fear of isolation.

Additionally, they must be unable to shop or cook for themselves and lack support from family, friends, or neighbors to perform these tasks. As some clients may meet this criteria for only a brief period of time, such as recovering from an injury or surgery, short term options for home delivered meals are also an option. All clients are reassessed at a minimum every six (6) months to ensure ongoing eligibility for the program. Most clients receive one hot meal per day, but for clients who are extremely frail or isolated an accommodation can be made for the client to receive an additional cold meal each day as well. Additionally, clients who meet program criteria and have no support system during weekends and holidays may also be eligible for weekend or holiday home delivered meals. Weekend and holiday home delivered meals can be administered on a regular or as needed basis depending on the client's circumstances.

At the initial home visit, if a client appears to not meet the eligibility criteria for home delivered meals, information and referrals are then provided to other senior service providers and the Congregate Nutrition Sites, where clients can access well-balanced meals at affordable prices. If a referred client appears able to cook, but needs assistance with shopping, a referral would be provided to the Assisted Transportation Program offered at the Sussex Site of Catholic Family and Community Services which can aid clients in getting to and from the grocery store as well as helping them shop and unload groceries. Clients are also referred to the Catholic Family and Community Services Sussex Food Pantry when indicated.

Catholic Family and Community Services will continue to liaise with a Sussex County qualified food service provider appointed by the Sussex County Administration, for the meals that will be served to clients. All meals will be certified by a dietician at the qualified food service provider and collected from the provider by Catholic Family and Community Services (CFCS). CFCS will utilize the kitchen facility at the Sussex Office in Franklin to individually portion the meals into metal tins that are then labeled for each client. The food temperature is taken upon pickup from the food services provider and again upon arrival at CFCS in Franklin to ensure that it remains in the required threshold. As we try to accommodate clients with dietary restrictions to the best of our ability, the individual labeling of meals ensures that clients receive meals that are targeted for their specific needs and that they clients do not receive anything that might exacerbate any medical condition they may have. As mentioned previously, most clients receive one hot meal per day, but for clients who are extremely frail or isolated an accommodation can be made for the client to receive an additional cold meal each day as well and clients who meet program criteria and have no support system during weekends and holidays may also be eligible for weekend or holiday home delivered meals. In order to maintain the meals at safe temperatures during transport, hot meals are packed in containers with heat stones and cold meals are packed with ice packs. The meals are packed according to routes and agency drivers depart from the Sussex site by 9:30am each day to begin the day's deliveries. Meals are dropped off at designated locations for volunteers to pick up and then deliver meals to the individual clients as indicated. Additionally, drivers deliver meals to individual

clients as well. The use of volunteers in this aspect of the program aides in being able to serve clients throughout Sussex county where residences may be in more remote locations and a great distance from main roads, therefore making deliveries time consuming due to travel between residences. Overall, clients receive their meals between 10:00 am and 12:00pm each scheduled day. During the months of potential inclement weather which may hinder the delivery of the meals "blizzard bags" are provided to clients to ensure that they have adequate food in the event the hot meal is not delivered due to the weather.

Though the clients receiving nutritional meals is a primary focus of the program, another aspect of the program that is equally as important is that, through the receipt of these meals, each client receives a brief visit with a staff member or volunteer when the meal is being delivered. This visit is often the only social contact the clients have during most days. The visit is not only valuable in the delivery of a meal and some socialization, but also allows someone to check on and assess the client's status, both physical and mental, for any changes since they were last seen. Staff and volunteers are trained in what to look for when visiting a client on a regular basis through a "Red Flag Training" offered by Sussex County. This training is provided annually for staff, even if they have had the training in the past. When a staff member or volunteer observe any changes in a client's condition or in the condition of their home they immediately contact the Site Manager for the CFCS Sussex Site so that they can obtain guidance from a supervisor and a plan of action can be developed. This plan may include an additional staff member going out to the client's home to assess the situation, contacting the client's emergency contact, and/or contacting Emergency Service Personnel through dialing 911.

All clients are evaluated on a regular basis, every six months, to determine that they are still in need of home delivered meals and continue to meet the program eligibility criteria. At any subsequent reassessment, if a client appears to no longer need home delivered meals or no longer meets eligibility criteria for the program, information and referrals are again provided to other senior service providers and the Congregate Nutrition Sites. Additionally, if a client now appears able to cook, but needs assistance with shopping, a referral would be provided to the Assisted Transportation Program offered at the Sussex Site of Catholic Family and Community Services which can aid clients in getting to and from the grocery store as well as helping them shop and unload groceries. Referrals are also made to the Catholic Family and Community Services Sussex Food Pantry when indicated.

Catholic Family and Community Services works very closely with other service providers in Sussex County, particularly those who serve older adults. The agencies include the Sussex County Division of Senior Services, local hospitals, home health agencies, local doctors, hospice programs, the Sussex County Board of Social Services, and Sussex County Adult Protective Services. Relationships with these providers help us to connect clients to necessary resources that they may be otherwise unfamiliar with and, in addition, help clients involved with these other providers obtain Home Delivered Meals through referrals to the Meals on Wheels

Program. In order to make the greatest impact and to be able to meet the needs of any clients who may need our services, CFCS employees staff who are fluent in Spanish, Italian and Polish as well as English. If CFCS is unable to provide a staff member who speaks the client's primary language. Overall, we work with these providers to be certain that our clients receive the highest quality of care, have their basic needs met, and support the clients' personal dignity and desire to live independently.

PROJECT PERSONNEL:

Client Services Coordinator: Assists clients with community supportive living needs related to optimal health, safety, and well-being. Completes home visits to register and assess new clients as well as to complete reassessments for existing clients every six months.

Level II Administrative Support Services: Prepares vouchers for grant payments, client invoices, and prepares and tracks client donations. Updates and maintains client database and appointment calendar to assist with scheduling.

Drivers and Program Aides: Work cooperatively with the Meals on Wheels staff to set up kitchen. Help package and deliver meals to clients. Pick up Meals on Wheels van and drive to caterers for food pick up.

Site Manager- Part Allocated MOW: Duties include hiring and supervising the Meals on Wheels team members and volunteers, providing on-the-job training and coaching, providing contiguous feedback on staff performance including completing annual performance evaluations. Identifying areas of quality improvement throughout the program and establishing and monitoring quality improvement initiatives. Monitor and ensure that program resources ensure that they are used in the most efficient manner to make the greatest impact on the clients served and the community. These resources include both financial resources, donations, staff, and volunteers.

Morris-Sussex Regional Director- Part Allocated MOW: Responsible for the administration and supervision of assigned programs, projects, paid, and volunteer staff as well as program development and coordination with stakeholders.

TIMETABLE: January 1, 2016- December 31, 2016

GRANTEE: Catholic Family & Community Services

GRANTEE ADDRESS: 24 DeGrasse Street
Paterson, New Jersey, 07505

PROJECT TITLE: Weekend and Holiday Home Delivered Meal Services

POPULATION TO BE SERVED:

The residents of Sussex County who are sixty years and older. Clients served by this program would be considered homebound, isolated, frail, with no ability to shop or cook for themselves and no family or friends in the area to assist them, even on the weekends or holidays, in doing so.

SERVICE AREA: County of Sussex

SCOPE OF SERVICES

OPERATION OBJECTIVES: The objectives of the Weekend Meals on Wheels Program is to provide 800 home delivered meals to at least 20 frail and homebound resident seniors of Sussex County. Priority will be given to the most vulnerable residents of the county including those who are frail, disabled, homebound, isolated, and those clients with the least economic resources to meet basic needs. Of these 20 unduplicated clients, we project that all 20 will be frail and/or vulnerable, 16 will be impoverished, and 4 will be minorities. This project will prioritize the most vulnerable residents of the county including those who are frail, disabled, homebound, isolated, and those clients with the least economic resources to meet basic needs.

ESTIMATED PROGRAM OUTPUT:

100% of units of service to be delivered as stipulated in the Area Plan:

Units 794 One unit of service equals 1 Meal .

Number of cases:

Monthly: 2 12 months: 20

Unduplicated number of older persons to be served directly:

Monthly: 2 12 months: 20

Unduplicated number of minority older persons to be served directly:

Monthly: 1 12 months: 4

Unduplicated number of low income older persons to be served directly:

Monthly: 1 12 months: 16

Unduplicated number of frail, older persons to be served directly:

Monthly: 2 12 months: 20

Unduplicated number of vulnerable persons to be served directly:

Monthly: 2 12 months: 20

SCOPE OF SERVICES (Continued)

DESCRIPTION OF ACTIVITIES TO TAKE PLACE IN CARRYING OUT OBJECTIVES:

All referrals to the Meals on Wheels program come through the Sussex County Division of Senior Services to the Site Manager. All clients are contacted by the Client Services Coordinator within 48 hours of an initial referral. However, if a priority referral is received before noon, we are often able to accommodate the person the next day.

Upon receipt of the initial referral, the CFCS Sussex Aging Services Client Services Coordinator sets up an appointment for a home visit within seven (7) calendar days. As the client has been determined eligible by Sussex County Division of Senior Services in their initial screening and referral, meals may be provided in between the initial referral date and the assessment date so that a client is not without needed food while waiting for their assessment. During the initial home visit an in-depth personal interview is conducted to ensure the client is eligible for the Meals on Wheels Program and to determine the number of home delivered meals a client will need each week. The following criteria must be met to be considered eligible for the program the client must be: a resident of Sussex County; sixty (60) years of age or older; homebound; incapacitated due to accident, illness, or frailty. Additionally, they must be unable to shop or cook for themselves and lack support from family, friends, or neighbors to perform these tasks. As some clients may meet this criteria for only a brief period of time, such as recovering from an injury or surgery, short term options for home delivered meals are also an option. All clients are reassessed at a minimum every six (6) months to ensure ongoing eligibility for the program. Most clients receive one hot meal per day, but for clients who are extremely frail or isolated an accommodation can be made for the client to receive an additional cold meal each day as well. Additionally, clients who meet program criteria and have no support system during weekends and holidays may also be eligible for weekend or holiday home delivered meals. Weekend and holiday home delivered meals can be administered on a regular or as needed basis depending on the client's circumstances.

At the initial home visit, if a client appears to not meet the eligibility criteria for home delivered meals, information and referrals are then provided to other senior service providers and the Congregate Nutrition Sites, where clients can access well-balanced meals at affordable prices. If a referred client appears able to cook, but needs assistance with shopping, a referral would be provided to the Assisted Transportation Program offered at the Sussex Site of Catholic Family and Community Services which can aid clients in getting to and from the grocery store as well as helping them shop and unload groceries. Clients are also referred to the Catholic Family and Community Services Sussex Food Pantry when indicated.

Catholic Family and Community Services will continue to liaise with a Sussex County qualified food service provider appointed by the Sussex County Administration, for the meals that will be served to clients. All meals will be certified by a dietician at the qualified food service provider and collected from the provider by Catholic Family and Community Services (CFCS). CFCS will utilize the kitchen facility at the Sussex Office in Franklin to individually portion the meals into metal tins that are then labeled for each client. The food temperature is taken upon pickup from the food services provider and again upon arrival at CFCS in Franklin to ensure that it remains in the required threshold. As we try to accommodate clients with dietary restrictions to the best of our ability, the individual labeling of meals ensures that clients receive meals that are targeted for their specific needs and that they clients do not receive anything that might exacerbate any medical condition they may have. As mentioned previously, most clients receive one hot meal per day, but for clients who are extremely frail or isolated an accommodation can be made for the client to receive an additional cold meal each day as well and clients who meet program criteria and have no support system during weekends and holidays may also be eligible for weekend or holiday home delivered meals. In order to maintain the meals at safe temperatures during transport, hot meals are packed in containers with heat stones and cold meals are packed with ice packs. The meals are packed according to routes and agency drivers depart from the Sussex site by 9:30am each day to begin the day's deliveries. Meals are dropped off at designated locations for volunteers to pick up and then deliver meals to the individual clients as indicated. Additionally, drivers deliver meals to individual clients as well. The use of volunteers in this aspect of the program aides in being able to serve clients throughout Sussex county where residences may be in more remote locations and a great distance from main roads, therefore making deliveries time consuming due to travel between residences. Overall, clients receive their meals between 10:00 am and 12:00pm each scheduled day. During the months of potential inclement weather which may hinder the delivery of the meals "blizzard bags" are provided to clients to ensure that they have adequate food in the event the hot meal is not delivered due to the weather.

Though the clients receiving nutritional meals is a primary focus of the program, another aspect of the program that is equally as important is that, through the receipt of these meals, each client receives a brief visit with a staff member or volunteer when the meal is being delivered. This visit is often the only social contact the clients have during most days. The visit is not only valuable in the delivery of a meal and some socialization, but also allows someone to check on and assess the client's status, both physical and mental, for any changes since they were last seen. Staff and volunteers are trained in what to look for when visiting a client on a regular basis through a "Red Flag Training" offered by Sussex County. This training is provided annually for staff, even if they have had the training in the past. When a staff member or volunteer observe any changes in a client's condition or in the condition of their home they immediately contact the Site Manager for the CFCS Sussex Site so that they can obtain guidance from a supervisor and a plan of action

can be developed. This plan may include an additional staff member going out to the client's home to assess the situation, contacting the client's emergency contact, and/or contacting Emergency Service Personnel through dialing 911.

All clients are evaluated on a regular basis and at a minimum of every six months, to determine that they are still in need of home delivered meals and continue to meet the program eligibility criteria. At any subsequent reassessment, if a client appears to no longer need home delivered meals or no longer meets eligibility criteria for the program, information and referrals are again provided to other senior service providers and the Congregate Nutrition Sites. Additionally, if a client now appears able to cook, but needs assistance with shopping, a referral would be provided to the Assisted Transportation Program offered at the Sussex Site of Catholic Family and Community Services which can aid clients in getting to and from the grocery store as well as helping them shop and unload groceries. Referrals are also made to the Catholic Family and Community Services Sussex Food Pantry when indicated.

Catholic Family and Community Services works very closely with other service providers in Sussex County, particularly those who serve older adults. The agencies include the Sussex County Division of Senior Services, local hospitals, home health agencies, local doctors, hospice programs, the Sussex County Board of Social Services, and Sussex County Adult Protective Services. Relationships with these providers help us to connect clients to necessary resources that they may be otherwise unfamiliar with and, in addition, help clients involved with these other providers obtain Home Delivered Meals through referrals to the Meals on Wheels Program. In order to make the greatest impact and to be able to meet the needs of any clients who may need our services, CFCS employees staff who are fluent in Spanish, Italian and Polish as well as English. If CFCS is unable to provide a staff member who speaks the client's primary language, arrangements are made for a family member to be present to help with translation. Overall, we work with these providers to be certain that our clients receive the highest quality of care, have their basic needs met, and support the clients' personal dignity and desire to live independently.

PROJECT PERSONNEL:

Client Services Coordinator: Assists clients with community supportive living needs related to optimal health, safety, and wellbeing. Completes home visits to register and assess new clients as well as to complete reassessments for existing clients every six months.

Level II Administrative Support Services: Prepares vouchers for grant payments, client invoices, and prepares and tracks client donations. Updates and maintains client database and appointment calendar to assist with scheduling.

Drivers and Program Aides: Work cooperatively with the Meals on Wheels staff to set up kitchen. Help package and deliver meals to clients. Pick up Meals on Wheels van and drive to caterers for food pick up.

Site Manager- Part Allocated MOW: Duties include hiring and supervising the Meals

on Wheels team members and volunteers, providing on-the-job training and coaching, providing contiguous feedback on staff performance including completing annual performance evaluations. Identifying areas of quality improvement throughout the program and establishing and monitoring quality improvement initiatives. Monitor and ensure that program resources ensure that they are used in the most efficient manner to make the greatest impact on the clients served and the community. These resources include both financial resources, donations, staff, and volunteers.

Morris-Sussex Regional Director- Part Allocated MOW: Responsible for the administration and supervision of assigned programs, projects, paid, and volunteer staff as well as program development and coordination with stakeholders.

TIMETABLE: January 1, 2016 - December 31, 2016

ATTACHMENT B TO AGREEMENT
COUNTY OF SUSSEX
BOARD OF CHOSEN FREEHOLDERS
DIVISION OF SENIOR SERVICES
ONE SPRING STREET
NEWTON, NJ 07860

1. Title of Project: Weekday and Weekend Home Delivered Meals

2. Type of Application:
New Continuation Revision Supplement

3. Project Director (Name, Title, Department and Address, including Zip Code)

Diane Silbernagel, Executive Director
Catholic Family & Community Services
48 Wyker Road
Franklin, New Jersey 07416

4. Applicant Agency (Name and Address, including Zip Code)

Catholic Family & Community Services
24 DeGrasse Street
Paterson, New Jersey 07505

5. Name, Title, Address of Official Authorized to Sign for Applicant Agency:

Diane Silbernagel, Executive Director
Catholic Family & Community Services
24 DeGrasse Street
Paterson, New Jersey 07505

6. Dates of:	From	Through	Amount
A. Project Period	1-1-16	12-31-16	
B. Budget Year	1-1-16	12-31-16	\$71,112.00

7. Type of Organization:
Public Agency
Private Non-Profit Agency

8. Payee (Specify to Whom Checks should be sent - Name, Title, Address)

Diane Silbernagel, Executive Director
Catholic Family & Community Services
24 DeGrasse Street
Paterson, New Jersey 07505

9.

For County Use Only (Weekday Home Delivered Meals):

A.	Total Project Costs	\$ 146,651.00
B.	Project Income	\$ 34,000.00

C.	Project Net Costs (Line A Less Line B)	\$ 112,651.00
----	--	---------------

D.	Local Non-Federal, In-Kind	
	CFCS	\$ 49,605.00
	Fund Raising	\$ 5,000.00

E.	Funds Requested (Line C Less Line D)	\$ 58,046.00
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For County Use Only Weekend Home Delivered Meal:

A.	Total Project Costs	\$ 25,990.00
B.	Project Income	\$ 600.00

C.	Project Net Costs (Line A Less Line B)	\$ 25,390.00
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D.	Local, Non-Federal, In-Kind	\$ 12,324.00
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E.	Funds Requested (Line C Less Line D)	\$ 13,066.00
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WEEKDAY HOME DELIVERED MEAL PROJECT BUDGET

Categories	Cash	In-Kind	Total
Other Costs 14,363 units @ \$10.21 Per Meal			
Total Other Costs	146,651.00		146,651.00
Total Costs	146,651.00		146,651.00
Total Budget			<u>146,651.00</u>
Total Projected Units of Service			<u>13,223</u>
Cost of Unit (Budget divided by Units of Service)			<u>10.21</u>

SUPPORTING BUDGET SCHEDULE

LOCAL NON-FEDERAL PARTICIPATION
(Subject to paragraph 15)

	SOURCE	AMOUNT
Cash Resources		
	C-2	\$ 22,888.00
	State Match	\$ 9,296.00
	State Home Delivered Meal	\$ 19,486.00
	COLA	\$ 6,376.00
	Subtotal	\$ 58,046.00
In-Kind Resources		
	Subtotal	\$
Estimated Income (Include Services)		
	Client Contributions	\$ 34,000.00
	Fundraising & Donations	\$ 5,000.00
	CFCS	\$ 49,605.00
	Subtotal	\$ 88,605.00
	Total	\$146,651.00

WEEKEND HOME DELIVERED PROJECT BUDGET

Categories	Cash	In-Kind	Total
Other Costs 782 units @ \$32.73 Per Meal			
Total Other Costs	25,590.00		25,590.00
Total Costs	25,590.00		25,590.00
Total Budget			<u>25,590.00</u>
Total Projected Units of Service			<u>782</u>
Cost of Unit (Budget divided by Units of Service)			<u>32.73</u>

SUPPORTING BUDGET SCHEDULE
LOCAL NON-FEDERAL PARTICIPATION
(subject to paragraph 15)

SOURCE	AMOUNT
<hr/>	
Cash Resources	
State	\$ 13,000.00
County Funds	66.00
Subtotal	\$ 13,066.00
<hr/>	
In-Kind Resources	
	0
Subtotal	0
<hr/>	
Estimated Income (Include Services)	
Participant Income	\$ 600.00
CFCS	\$ 12,924.00
Subtotal	\$ 13,524.00
<hr/>	
Total	\$ 25,590.00

**COUNTY OF SUSSEX
DEPARTMENT OF HUMAN SERVICES**

This CONTRACT is effective as of the date recorded on the signature page between the County of Sussex and Catholic Family & Community Services hereafter identified as the Provider Agency.

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

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

THEREFORE the County and the Provider Agency agree as follows:

I. DEFINITIONS

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

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

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

Notice means an official written communication between the County and the Provider Agency. All Notices shall be delivered and directed to the persons and addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

Termination means an official cessation of this Contract, resulting either from routine expiration or from action taken by the County or the Provider Agency, in accordance with provisions contained in this Contract, to nullify the Contract prior to term.

II. BASIC OBLIGATIONS OF THE COUNTY

Section 2.01 Payment. As established in the Annex(es), payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the County in accordance with the time frames specified in the Annex(es). Total payments shall not exceed the maximum Contract amount, if any specified in the Annex(es). All payments authorized by the County under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.07 Audit or on the basis of a County monitoring or evaluation of the Contract.

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

III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

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

Section 3.02 Reporting. The Provider Agency shall submit to the County programmatic and financial reports on forms provided by the County. The reporting frequency and due date(s) are specified and sample forms to be used are included in the Annex(es).

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

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

Section 3.04 Affirmative Action.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

Exhibit A attached hereto (2 pages)

Section 3.05 County Policies and Procedures. In the administration of this Contract, the Provider Agency shall comply with all applicable policies and procedures issued by the County, including, but not limited to, the policies and procedures contained in the State's Contract Reimbursement Manual (as from time to time amended) and the State's Contract Policy and Information Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to terminate this Contract.

Section 3.06 Financial Management System. The Provider Agency's financial management system shall provide for the following:

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

Section 3.07 Audit. At any time during the Contract term, the Provider Agency's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the Provider Agency under Section

5.02 Assignment and Subcontracts may be subject to audit by the County, by any other appropriate unit or agency of State or federal government, and/or by a private firm or firms retained or approved by the County for such purpose.

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

The County may require submission of the Provider Agency's annual organization-wide audit.

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

Section 3.08 Business Registration. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

IV. TERMINATION

Section 4.01 Termination by Provider Agency. The Provider Agency may terminate this Contract upon 60 calendar days' advance Notice to the County. If the Contract is terminated under this section, the Provider Agency shall settle all accounts with the County in the manner specified by the County and shall be subject to a final audit under Section 3.07 Audit.

Section 4.02 Termination for Cause. If the Provider Agency is not or has not been in compliance with any provision(s) of this Contract, the County may, by Notice, place the Provider Agency in default of the Contract and, in accordance with County policy and procedures, may reduce Contract funding or terminate the Contract.

Section 4.03 Reduction or Termination Due to Fiscal Constraints. Anything to the contrary in this Contract notwithstanding, the parties recognize and agree that the County's ability to honor the terms and conditions of this Contract is contingent upon receipt of federal funds and/or appropriations of the State Legislature. If during the term of this Contract, therefore, the federal and/or the State government reduces its allocation to the County, the County reserves the right, upon Notice to the Provider Agency, to reduce or terminate the Contract.

V. MISCELLANEOUS

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

Section 5.02 Assignment and subcontracts. This Contract may not be assigned by the Provider Agency, in whole or in part, without the prior written consent of the County. Such consent, if granted, shall not relieve the Provider Agency of its responsibilities under the Contract. All approved assignments and subcontracts shall become part of this contract, and the Provider Agency shall bear full responsibility, without recourse to the State (including the County), for their performance. The Provider Agency shall forward copies of all assignment and subcontract documents to the County and shall retain copies of them on file together with this Contract.

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

Section 5.04 Insurance. The Provider Agency shall maintain adequate insurance coverage. The County shall be included as an additional named insured on any insurance policy applicable to this Contract. Should the Provider Agency fail to pay any premium on any insurance policy when due, the County may pay the premium and, upon Notice to the Provider Agency, reduce payment to the Provider Agency by the amount of the premium payment.

Section 5.05 Indemnification. The Provider Agency shall defend, indemnify and otherwise save harmless the County, its agencies, departments, bureaus, boards, officials and employees from any and all claims or actions at law, whether for personal injury, property damage or liabilities, including the costs of defense (a) which arise from acts or omissions, whether negligent or not, of the Provider Agency or its agents, employees, servants, subcontractors, material suppliers or others working for the Provider Agency, irrespective of whether such risks are within or beyond the control of the Provider Agency, or (b) which arise from any failure to performance.

Notwithstanding the Provider Agency's responsibilities outlined above in this section, the County reserves the right to provide its own attorney(s) to assist in the defense of any legal actions which may arise as a result of this Contract.

Section 5.06 Statement of Non-Influence. No person employed by the County has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the Provider Agency or any representative thereof in order to influence the awarding or administration of this Contract.

Section 5.07 Exercise of Rights. A failure or a delay on the part of the County or the Provider Agency in exercising any right, power or privilege under this Contract shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

Section 5.08 Sufficiency of Funds. The provider Agency agrees that this Contract is contingent upon availability of appropriated funding and fulfillment of the following procedure: A contract confirmation letter shall be sent by the County to the Provider Agency prior to the effective date of the contract. That confirmation shall include the Contract term and the negotiated Contract reimbursable ceiling. The confirmation letter shall be signed by the authorized Provider Agency signatory and returned to the office of Finance and Accounting.

The Contract shall not be valid or binding and no payment(s) will be approved until the Office of Finance and Accounting is in receipt of a properly executed confirmation letter from the provider. The Contract term and reimbursable ceiling specified in the contract confirmation letter are hereby incorporated into and made a part of this Contract.

Section 5.09 Collective Bargaining. State and federal law allow employees to organize themselves into a collective bargaining unit.

Funds provided under this Contract shall not be utilized to abridge the rights of employees to organize themselves into a collective bargaining organization or preclude them from negotiating with Provider Agency management.

Section 5.10 Independent Employer Status. Employees of Provider Agencies that Contract with the County are employees of the Provider Agency, not the County.

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

As Such, the Provider Agency acknowledges that it is an independent contractor, providing services to the County, typically through a contract-for-services agreement. As independent contractors, Provider Agencies are responsible for the organization's overall functions which include the overseeing and monitoring of its operations, establishing the salary and benefit levels of its employees, and handling all personnel matters as the employer of its workers.

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

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

VI. CONTRACT SIGNATURES AND DATES

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

BY: _____
(signature)

BY: _____
(signature)

Phillip R. Crabb
TITLE: Freeholder Director

Diane Silbernagel
TITLE: Director

PROVIDER AGENCY:
Catholic Family & Community Services

ATTEST BY: _____
Catherine M. Williams
Clerk of the Board

CONTRACT EFFECTIVE DATE: 1/1/16
CONTRACT EXPIRATION DATE: 12/31/16
CONTRACT NUMBER: N/A
CONTRACT AMOUNT: \$71,112.00

DEPARTMENTAL COMPONENT: 2016 Area Plan Contract in the amount of \$71,112.00 for the provision of Weekday and Weekend Home Delivered Meals

COUNTY OF SUSSEX
DIVISION OF
SENIOR SERVICES

ATTACHMENT C TO AGREEMENT

Method of Payment and Reporting Requirements

Payment will be made:

On a reimbursable basis monthly when requisitioned.

No additional payments.

The submissions required for payments include a properly executed County of Sussex payment request with the completed quarterly report(s) specified below:

1. A Request for Reimbursement Form
2. A Financial Status Report
3. A Narrative and Programmatic Report
4. Monthly PSST Reports on file with the Office

RESOLUTION RE: AWARD OF AGREEMENT BASED ON PROPOSALS RECEIVED THROUGH THE COMPETITIVE CONTRACTING PROCESS FOR THE PROVISION OF FOOD SERVICE FOR THE WEEKDAY AND WEEKEND HOME DELIVERED MEALS PROGRAMS WITH NEWTON MEDICAL CENTER FOR THE PERIOD OF JANUARY 1, 2016 TO DECEMBER 31, 2016

WHEREAS, the request for proposals for the Sussex County Department of Human Services, Division of Senior Services was advertised for the provision of goods and services on August 12, 2015 and publicly received by the Sussex County Bid Proposal Committee on September 10, 2015 pursuant to N.J.S.A. 40A:11-4 et seq.; and

WHEREAS, the Sussex County Department of Human Services, Division of Senior Services invites Proposals from perspective providers for a broad range of social services for the Senior Citizens of Sussex County. Individual grants will be determined by the Sussex County Department of Human Services, Division of Senior Services and contracts will be awarded by the Board of Chosen Freeholders by Resolution. This proposal will provide the basis for award of the service contracts for calendar years 2016, 2017 and 2018; and

WHEREAS, the process has been followed as outlined in the law and policy directive; and

WHEREAS, the County Treasurer has certified that the funds are subject to the receipt of adequate funds from the State of New Jersey, as evidenced by the attached Treasurer's Certification. All contracts and levels of service are subject to final allocation of funding by the State of New Jersey and the Board of Chosen Freeholders.

NOW, THEREFORE, BE IT RESOLVED that the Freeholder Director and the Clerk of the Board are authorized and directed to execute an Agreement with Newton Medical Center, for the provision of Food Service for the Weekday and Weekend Home Delivered Meal Program; and

BE IT FURTHER RESOLVED that said Agreement shall provide up to \$6,875.00 in Title III C-2 funds, \$4,096.00 in NSIP funds and \$15,503.00 in County funds, for the Weekday and Weekend Home Delivered Meal Program, for the period of January 1, 2016 through December 31, 2016; and

BE IT FURTHER RESOLVED that the Clerk of the Board of Chosen Freeholders is directed to provide for the publication of this Resolution awarding said Contract, in summary form, in the New Jersey Herald within 10 days from the adoption hereof; and

BE IT FURTHER RESOLVED that certified copies of this Resolution, together with copies of the Agreement, be forwarded to Newton Medical Center, Attention: Joseph DiPaolo; 175 High Street, Newton, NJ 07860.

Certified as a true copy of the Resolution adopted by the Board of Chosen Freeholders on the 9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex, New Jersey

CERTIFICATION RE: BUDGET APPROPRIATION FOR AWARDING OF AGREEMENT

I, Robert J. Maikis, Jr., Treasurer, County of Sussex, hereby certify to the Clerk, Board of Chosen Freeholders that certification is subject to adequate funds being received from the State of New Jersey and appropriated from the Reserve for Grant Funds in the budget appropriation(s) entitled:

2016 Reserve for Grant Funds	
Title IIIC2 (01-213-40-672-16-435)	\$ 6,875.00
NSIP (Nutrition Services Incentive Program)	
(01-213-40-719-16-435)	\$ 4,096.00

Subject to 2016 current funds in the budget appropriation(s) entitled:

2016 County Funds	
(01-201-27-343-435)	\$ 15,503.00

for awarding of a contract for:

Newton Medical Center, for the provision of Food Service for the Weekday and Weekend Home Delivered Meal Program for the period January 1, 2016 through December 31, 2016. Total funds not to exceed, \$26,474.00 County Funds.

to: Newton Medical Center
175 High Street
Newton, New Jersey 07860

Robert J. Maikis, Jr., Treasurer

Dated: December 9, 2015
Requisition #

NOTICE OF CONTRACT AWARDED

The Board of Chosen Freeholders of the County of Sussex has awarded a Contract through competitive contracting pursuant to N.J.S.A. 40A:11-4.5. The Contract and Resolution authorizing same are available for public inspection in the Office of the Clerk of the Board of Chosen Freeholders at any time during regular business hours of said official.

Awarded To:	Newton Medical Center 175 High Street Newton, NJ 07860
Services:	Provision of Food Service for the Weekday and Weekend Home Delivered Meals Program under the services of the Area Plan Contract
Approximate Cost:	\$26,474.00
Time Period:	The term of this Contract will be in effect from January 1, 2016 to December 31, 2016.

**BY ORDER OF THE BOARD OF CHOSEN
FREEHOLDERS OF THE COUNTY OF SUSSEX**

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex, New Jersey

Dated: December 9, 2015

COUNTY OF SUSSEX
DIVISION OF
SENIOR SERVICES
AGREEMENT

Area Plan Grant Agreement Number 16- -

Date January 1, 2016

Appropriation Code: 01-213-40-672-16-435
01-213-40-719-16-435
01-201-27-343-435

Project: Food Service for Weekday and Weekend Home
Delivered Meal Program

Grantee: NEWTON MEDICAL CENTER

INDEX TO PROVISIONS OF AGREEMENT

General Provisions

1. Term of Agreement
2. Compliance
3. Subcontracts
4. First Amendment Compliance
5. Focal Points
6. Funding Disclosure
7. Other Funds
8. Scope of Service
9. Compensation
10. Method of Payment
11. Books and Records
12. Reports and Submissions
13. Travel Expenses
14. Personal Property
15. Unexpended Fund Balances
16. Changes
17. Assignability
18. Discrimination Prohibited
19. Availability of Funds
20. Termination
21. Insurance

Supplementary Provisions

22. Through 40

Attachments

"A" - Scope of Services

"B" - Approved Budget

"C" - Method Payment and Reporting Requirements

"D" – HIPAA Agreement

COUNTY OF SUSSEX
DIVISION OF
SENIOR SERVICES
AGREEMENT

DEFINITIONS:

Project: Newton Medical Center
175 High Street
Newton, New Jersey 07860

Legislative Act: Older American Act of 1965, as Amended

Authorized Appropriation:

Account Title: Food Service – Title III C2, NSIP funds and County funds

Account Code: 01-213-40-672-16-435
01-213-40719-16-435
01-201-27-343-435

Contract Period: Contract period shall mean the Term of Agreement as specified in paragraph number one.

This AGREEMENT, is by and between the Sussex County Board of Chosen Freeholders on behalf of the Sussex County Division of Senior Services, hereinafter referred to as the "County", and Newton Medical Center, 175 High Street, Newton, New Jersey 07860, hereinafter referred to as the "Grantee".

WITNESSETH THAT:

1. Term of Agreement. This Agreement shall be effective as of the 1st day of January, 2016 and shall terminate no later than the 31st day of December, 2016.
2. Compliance. The Grantee agrees that it shall comply with all provisions of the authorizing appropriation, the Act, and any regulation requirements or guidelines which the County may issue, whether explicitly referred to herein or not. It is further agreed that the Grantee shall seek and develop its own source of funding in anticipation of the expiration of this Grant. In no event shall this Grant be construed as a commitment by the County to expend funds beyond the termination date set forth in Paragraph 1.
3. Subcontracts. In accepting this contract, the Recipient shall include the following provisions in sub-contracts, with any subcontractor or third party that utilizes Area Plan funding under this contract. An AAA subcontractor, or third party, utilizing Area Plan funding shall comply with all federal, State, and local laws related to the Older Americans Act.

4. First Amendment Compliance. Funds provided under this contract shall not be utilized in a manner, which would contravene the Establishment Clause of the First Amendment of the United States Constitution. Specifically, these conditions are as follows:

- a) In no event shall the provision of the services to be funded under this agreement be conditioned upon attendance at or participation in religious programs, services, or activities;
- b) Any services to be provided under this agreement shall be essentially secular in nature and scope and in no event shall there be any religious services, counseling, proselytizing, instruction, or other religious influence undertaken in connection with the provision of such services; and
- c) Funds provided under this contract shall not be used for the construction, rehabilitation, or restoration of any facility owned by a religious organization and used, now or in the future, for any religious activity or purpose.

5. Focal Points. Identify, when feasible, a focal point for comprehensive service delivery.

6. Funding Disclosure. Grantee shall disclose all sources and expenditure of funds such agency receives or expends to provide services to older individuals to the State Unit on Aging or the Commissioner for the Department of Human Services upon request.

7. Other Funds. The Grantee shall not use funds provided under this Agreement to replace existing or committed financial support for the same project, except as may be provided by this Agreement or with the express written approval of the County.

8. Scope of Services. In consideration of the Grant provided by this Agreement, the Grantee shall, in a satisfactory and proper manner as determined by the County, perform all services specified in Attachment "A".

9. Compensation. The County shall provide to the Grantee a sum not to exceed \$6,875.00 Title III C2 funds, \$4,096.00 NSIP funds and \$15,503.00 County funds. Grantee shall expend project funds in accordance with the Approved Budget as set forth on Attachment B, the amounts expended for the Personnel and Consultants which shall not have been expended in accordance with Attachment B shall be credited against and deducted from the total compensation to be paid to the Grantee under this Agreement. Except as shall be more specifically limited on Attachment B, the amounts expended for each of the major cost categories listed on Attachment B may not exceed the approved amount by more than 10% or \$500.00 whichever is greater provided, however, that the total Approved Budget is not exceeded. The express prior written approval of the Administrator, Department of Human Services, is necessary to amend any budget category.

10. Method of Payment. The County shall make payments under this Agreement upon the submission of a properly executed Sussex County Official Voucher together with such other documentation as may be required. The manner and form of such submission shall be in accordance with the procedures described on Attachment C, and detailed reimbursement request.

11. Books and Records. The Grantee shall maintain such records and accounts as are deemed necessary by the County to assure a proper accounting for all project funds, County of Sussex, State of New Jersey and non-state shares. These records shall be available for audit and examination by any governmental agency having an interest in the project. The County shall have the right to conduct said audit or examination at any time during the regular working hours of this project. Said records shall be retained for five (5) years after expiration of this Agreement, unless the County, in writing, specifically waives such requirement. The Grantee hereby acknowledges that the County shall carry out such monitoring and evaluation activities as it shall, from time to time, require for proper administration and performance of the Agreement.

12. Reports and Submissions. The Grantees shall submit such reports relating to the activities and the finances of the project as shall be required by the County. The required reports shall be in the form specified on Attachment C. Grantee shall submit a final report within 15 days after the contract period.

13. Travel Expenses. The Grantee, if a public agency, shall charge expenses for travel in accordance with the customary practice in the government of which the agency is a part. If the Grantee is a private Agency, expenses charged for travel shall not exceed those allowable under the State of New Jersey Travel Regulations. In any event, travel expenses shall not be charged in excess of the allowable budget amount.

14. Personal Property. If personal property, including equipment, costing less than one hundred dollars (\$100.00) per item is acquired and used for three (3) years from date of acquisition for approved contract purposes, title to such property shall vest in the Grantee. Personal property, including equipment, costing more than one hundred dollars (\$100.00) or used for less than three (3) years shall be owned by the County. The County, at its option, may, however, permit the Grantee to retain such property, subject to the reimbursement to the County of its cost minus a fair rental value for the period of actual use.

15. Unexpended Fund Balances. The Grantee may incur costs only during the period set forth in paragraph number 1 of this Agreement. Expenditures made before or after these dates shall be disallowed. Funds obligated, but not disbursed at the end of the contract period, shall be liquidated within thirty (30) days after the close of the contract period and any unexpended fund balance remaining shall be returned to the County with the submission of the final report. The County, at its discretion, may authorize the Grantee to use the unexpended grant funds:

- a. for approved grant purposes after the end of the contract period if the project is continuing activity and the County intends to enter into another agreement for a period. Under such circumstances, the amount of the subsequent grant shall be reduced by the amount of the unexpended funds remaining at the end of the previous contract period.
- b. for approved grant purposes, if the County authorizes an extension of the contract period.

In no event shall the Grantee use unexpended funds after the contract period without the expressed written approval of the County.

16. Changes. The County may, from time to time, request changes in the scope of services of the Grantee to be performed hereunder. Such changes, including any increase or decrease in the amount of the Grantee's compensation, which are mutually agreed upon by and between the County and Grantee, must be incorporated in written amendments to this Agreement, and be approved by the Administrator of the Department of Human Services.

17. Assignability. The Grantee shall only subcontract work or services as provided within the terms of this Agreement with the County and the Administrator of the Department of Human Services.

18. Discrimination Prohibited. The Grantee shall not discriminate in the performance of this Agreement because of sex, race, creed or national origin. The Grantee agrees to comply with Section 504 of the Rehabilitation Act of 1973.

19. Availability of Funds. The parties hereto recognize that the Grant Agreement, made on behalf of the County, is dependent upon such funding appropriations as may be made by the State of New Jersey, the Federal Government, the County of Sussex or other funding sources; the County shall not be held liable for any breach of this Agreement because of the absence of available funding appropriations.

20. Termination. The County may, by giving written notice to the Grantee specifying the effective date, terminate this Agreement in whole or in part for any cause, which shall include but not be limited to:

- a. Utilization of any portion of the appropriation hereunder to employ or otherwise compensate any person employed by the Division of Senior Services who has directly participated in the negotiation or approval of this Agreement;
- b. Discovery of any pecuniary or personal interest by the Grantee, its employees, its officers, its trustees, or its directors in the project, or in any contract emanating from the operation of this project;

- c. Failure, for any reason, of the Grantee to satisfy its obligation under this Agreement;
- d. Submission by the Grantee to the County of reports that are incorrect or incomplete in any material respect;
- e. Any improper or inefficient use of funds, provided under this Agreement;
- f. Failure of the Grantee to permit the County to make an inspection of the administrative or operation facilities of the project;
- g. Conduct or acts of the Grantee and/or its staff which are detrimental to the objectives of this project;
- h. Any violation of the New Jersey Conflicts of Interest Law, N.J.S.A.52:13D-12 et seq.;

Upon termination of this Agreement, the Grantee shall forthwith return all proceeds of the grant to the County within thirty (30) days.

21. Insurance. The Grantee does hereby represent that it presently maintains a policy of Liability Insurance in an amount not less than \$ 1,000,000 total arising from any one injury, which policy will cover all services the Grantee will provide under the terms of this Agreement. The Grantee further represents that it shall maintain said policy in full force and effect at all times during the term of this Agreement and shall indemnify and hold harmless the County of Sussex and the Division of Senior Services from any and all claims and damages, including attorneys fees, resulting from the performance of said services. The Grantee shall be obligated to see that a copy of the Liability Insurance Policy currently in force is on file with the Department of Human Services at all times. The Grantee agrees to name the County of Sussex as an additional insured on its Liability Insurance Policy and will provide the County of Sussex with a Certificate of Insurance naming the County as an additional insured.

SUPPLEMENTARY PROVISION
(Provisions Numbered 22 and following)

22. The Project Director shall maintain a liaison with the County of Sussex Division of Senior Services.

23. There shall be no requirements to be met by the elderly client and/or participant (any person 60 years of age or over) as a prerequisite to receiving the services of the project other than residency with the County of Sussex.

24. All vehicles operated by the project shall be in accordance with the New Jersey State Motor Vehicle Laws operated by persons who:

- a. possess a valid New Jersey Drivers License, and
- b. are free from any impairing illness or disability.

25. A sign shall be prominently displayed on all vehicles and in all facilities operated or conjugation with the project stating that the project is funded under Title III of the Older Americans Act of 1965, as amended, through a grant by the Sussex County Division of Senior Services.

26. In like manner, a notation of the above shall appear on all stationery, publications and public information relating to the project and its scope of services.

27. The following regulations concerning publication shall be adhered to by the Grantee:

- a. Any books, reports, pamphlets, papers, or articles receiving support under Title III must contain an acknowledgment of that support.
- b. A copy of the book, reports, pamphlets, papers, or articles must be filed with the Director of the Division of Senior Services, County of Sussex, prior to publication.
- c. The U.S. Department of Health and Human Services Administration on Aging, (hereinafter call AOA) reserves the option to receive free of charge up to 12 copies of any publication published as part of a Title III project, and 2 copies of any publication based on project activities.
- d. Where a project results in a book or other copyrightable material, the author is free to obtain a copyright, but AOA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, or authorize others to use, all such material.

28. Quarterly and statistical reports shall be due every three months of the project

period to the Division of Senior Services.

29. Any amendments to this agreement can be executed between the Sussex County Division of Senior Services and the Grantee, after review and approval by the Board of Chosen Freeholders, and the Administrator, Department of Human Services. Such amendments will be forwarded to the Sussex County Board of Chosen Freeholders after signature by the Grantee and the Sussex County Division of Senior Services.

30. The Grantee shall reinvest all income derived from the program.

31. An audit will be conducted of the Title III programs by the County of Sussex.

32. The Grantee shall comply with the rules of the Sussex County Division of Senior Services Operation Manual concerning Subgrantees.

33. The Grantee shall submit any required quarterly reports within nine (9) days of the last day of the quarter. Failure to file reports will result in withholding of payments.

34. The Grantee shall submit a summary of client satisfaction surveys to the Division of Senior Services at least two times per year.

35. The Grantee shall be represented at the Mandatory Quarterly Grantee Meetings as established and planned by the Division of Senior Services.

36. The Grantee shall establish and post a Grievance Procedure in their respective agency, in accordance with guidelines established by the New Jersey Department of Human Services, Division of Aging Services, and the Division of Senior Services. The Grievance Procedure established by the Division of Senior Services is also required to be posted in their respective agency.

37. The Grantee shall submit a copy of its annual independent fiscal audit to the Sussex County Division of Senior Services.

38. The Grantee shall submit information related to clients served through the Agreement either by name, case number or a unique identification code when requested by the Sussex County Division of Senior Services.

39. The Grantee must have an Emergency Preparedness Plan and guide to use in the event of an emergency.

40. In the event the Grantee does not perform any of the services, obligations, or responsibilities provided for under this contract, or in the event that the program or service does not attain the objectives as originally proposed or as set forth in this agreement to the satisfaction of the County, then the County may withhold all, or a portion of, any payment to be made under this Agreement, and in addition, may declare this contract null and void. In the event of termination, the County will have no further liability to the Grantee and in no event will the County be liable to pay for services not actually rendered.

IN WITNESS WHEREOF, the Board of Chosen Freeholders and the Grantee have executed this Agreement #16- - .

Joseph DiPaolo
President

Date

ATTEST:

Board of Chosen Freeholders
of the County of Sussex

Catherine M. Williams, Clerk

Phillip R. Crabb
Freeholder Director

Date

Contract with Newton Medical Center for the provision of Food Service for the Weekday and Weekend Home Delivered Meal Program for the period of January 1, 2016 to December 31, 2016 in the amount of \$26,474.00.

COUNTY OF SUSSEX
DIVISION OF
SENIOR SERVICES
ATTACHMENT A TO AGREEMENT

GRANTEE: Newton Medical Center

GRANTEE ADDRESS: Newton Medical Center
175 High Street
Newton, New Jersey 07860

PROJECT TITLE: Food Service for Weekday and Weekend Home Delivered Meal Program

GENERAL GUIDELINES

- 1.) All meals prepared must meet 1/3 RDA requirements. Some programs include therapeutic diets. See specific program detail.
- 2.) Menus will be prepared and certified by the food supplier vendor's dietician in consultation with the Project Manager of the nutrition programs.
- 3.) The nutrition program driver will pick up the food in bulk food carriers at vendor location if within a reasonable distance to Newton distribution center.
- 4.) The food service supplier must have the capability to alter quantity of units ordered within (48) forty-eight hours notice.

Weekday Home Delivered Meals

1. The food supplier vendor will supply therapeutic diets as needed by the participants and supply the necessary dietician for the purpose of planning and preparing all meals*. Therapeutic diets include but are not limited to: Regular, Low Salt, Diabetic Diets, Low Fat, Low Cholesterol, Bland and Puree.

Meal Plans

- a. Two meal plan – This plan will include one (1) hot luncheon meal, and one (1) sandwich/salad plate;
 - b. One meal plan – The plan will include one (1) hot luncheon meal.
2. The project will be available Monday through Friday, except for holiday schedule, which will be available prior to the start of the contract period.
 3. All individual related packing products will be supplied by the vendor and included in the unit price. The following list describes the routine packing items:
 - a. Foil hot food container 8 ½" X 6 ½" X 1 ½" depth.
 - b. Cardboard cover for foil hot food container 8 ½" X 6 ½".

- c. Plastic cold food container 3 ¼" diameter X 2" depth.
 - d. Paper dessert dish 6" diameter.
 - e. Paper fruit bowl 4 ½" diameter X 2 ½" depth.
 - f. Plastic bag 10" wide X 15" long.
 - g. Other disposables to meet the need of actual food as per menu.
4. All meal plans for this project will include milk for each meal unless juice is appropriate for specific diet regime.

Therapeutic

<u>Meal Plans</u>	<u>Cost</u>
a. Two meal plan	<u>\$6.95</u>
b. One meal plan	<u>\$4.35</u>

<u>1/3 RDA Meal Plan (Without Therapeutic Diet)</u>	<u>Cost</u>
a. Two meal plan	<u>\$6.95</u>
b. One meal plan	<u>\$4.35</u>

Estimated volume of meal plans for 12-month contract period:

- a. One meal plan 5,902 units

Weekend Home Delivered Meal Program

1. The vendor will supply, each Saturday, a two-meal plan, which includes:
 - a. Two-meal plan – each meal will meet the 1/3 RDA requirement, one (1) hot meal to be served at noon on Saturday and one (1) cold salad or sandwich meal for Sunday.
 - b. The two-meal plan package will be amended to include a third meal, which will consist of another cold salad or sandwich meal for holidays designated by the Sussex County Division of Senior Services.
2. This project will be available every Saturday and the designated holiday delivery date.
3. All individual related packing products will be supplied by the vendor and included in the unit price. The following list describes the routine packing items:
 - a. Foil hot food container 8 ½" X 6 ½" X 1 ½" depth.
 - b. Cardboard cover for foil hot food container 8 ½" X 6 ½".
 - c. Plastic cold food container 3 ¼" diameter X 2" depth.
 - d. Paper fruit bowl 4 ½" diameter X 2 ½" depth.
 - e. Paper dessert dish 6" diameter.
 - f. Plastic bag 10" wide X 15" long.
 - g. Other disposables to meet the need of actual food as per menu.

- 4. Each meal will include milk.
- 5. Estimated volume of meal plans:
 - a. Regular weekend (2 meal plan) 40 units
 - b. Holiday weekend (3 meal plan) 40 units

The actual volume and variety of units is dependent on the participant census and is not guaranteed.

1/3 RDA Meal Plan

Cost

- a. Two-meal weekend plan \$ 6.95
- b. Three weekend meal plan \$ 9.55

TIMETABLE – January 1, 2016- December 31, 2016

ATTACHMENT B TO AGREEMENT
COUNTY OF SUSSEX
BOARD OF CHOSEN FREEHOLDERS
DIVISION OF SENIOR SERVICES
ONE SPRING STREET
NEWTON, NJ 07860

1. Title of Project: Newton Medical Center

2. Type of Application:
New ___ Continuation X Revision ___ Supplement

3. Project Director (Name, Title, Department and Address, including Zip Code)

Joseph DiPaolo, President
Newton Medical Center
175 High Street
Newton, New Jersey 07860

4. Applicant Agency (Name and Address, including Zip Code)

Newton Medical Center
175 High Street
Newton, New Jersey 07860

5. Name, Title, Address of Official Authorized to Sign for Applicant Agency:

Joseph DiPaolo, President
Newton Medical Center
175 High Street
Newton, New Jersey 07860

6. Dates of:	From	Through	Amount
A. Project Period	1-1-16	12-31-16	
B. Budget Year	1-1-16	12-31-16	\$ 26,474.00

7. Type of Organization:
Public Agency X
Private Non-Profit Agency

8. Payee (Specify to Whom Checks should be sent - Name, Title, Address)
Joseph DiPaolo, President
Newton Medical Center
175 High Street
Newton, New Jersey 07860

9. For County Use Only:

A. Total Project Costs \$ 26,474.00

B. Client income 0

C. Project Net Costs (Line A Less Line B) 26,474.00

D. Other Non-Federal Participation 0

E. Funds Requested (Line C Less Line D) 100% 26,474.00

SUPPORTING BUDGET SCHEDULE

LOCAL NON-FEDERAL PARTICIPATION

SOURCE	AMOUNT
<hr/> Cash Resources	
Title III C2	\$ 6,875.00
NSIP	\$ 4,096.00
County	\$ 15,503.00
<hr/>	
Subtotal	\$ 26,474.00
<hr/> In-Kind Resources	
	0.00
<hr/>	
Subtotal	\$ 0.00
<hr/> Estimated Income (Include Services)	
<hr/>	
Subtotal	\$ 0
<hr/>	
Total	\$ 26,474.00

**COUNTY OF SUSSEX
DEPARTMENT OF HUMAN SERVICES**

This CONTRACT is effective as of the date recorded on the signature page between the County of Sussex and Newton Medical Center hereafter identified as the Provider Agency.

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

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

THEREFORE the County and the Provider Agency agree as follows:

I. DEFINITIONS

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

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

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

Notice means an official written communication between the County and the Provider Agency. All Notices shall be delivered and directed to the persons and addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

Termination means an official cessation of this Contract, resulting either from routine expiration or from action taken by the County or the Provider Agency, in accordance with provisions contained in this Contract, to nullify the Contract prior to term.

II. BASIC OBLIGATIONS OF THE COUNTY

Section 2.01 Payment. As established in the Annex(es), payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the County in accordance with the time frames specified in the Annex(es). Total payments shall not exceed the maximum Contract amount, if any specified in the Annex(es). All payments authorized by the County under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.07 Audit or on the basis of a County monitoring or evaluation of the Contract.

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

III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

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

Section 3.02 Reporting. The Provider Agency shall submit to the County programmatic and financial reports on forms provided by the County. The reporting frequency and due date(s) are specified and sample forms to be used are included in the Annex(es).

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

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

Section 3.04 Affirmative Action.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

Exhibit A attached hereto (2 pages)

Section 3.05 County Policies and Procedures. In the administration of this Contract, the Provider Agency shall comply with all applicable policies and procedures issued by the County, including, but not limited to, the policies and procedures contained in the State's Contract Reimbursement Manual (as from time to time amended) and the State's Contract Policy and Information Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to terminate this Contract.

Section 3.06 Financial Management System. The Provider Agency's financial management system shall provide for the following:

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

Section 3.07 Audit. At any time during the Contract term, the Provider Agency's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the Provider Agency under Section 5.02 Assignment and Subcontracts may be subject to audit by the County, by any other

appropriate unit or agency of State or federal government, and/or by a private firm or firms retained or approved by the County for such purpose.

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

The County may require submission of the Provider Agency's annual organization-wide audit.

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

Section 3.08 Business Registration. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

IV. TERMINATION

Section 4.01 Termination by Provider Agency. The Provider Agency may terminate this Contract upon 60 calendar days' advance Notice to the County. If the Contract is terminated under this section, the Provider Agency shall settle all accounts with the County in the manner specified by the County and shall be subject to a final audit under Section 3.07 Audit.

Section 4.02 Termination for Cause. If the Provider Agency is not or has not been in compliance with any provision(s) of this Contract, the County may, by Notice, place the Provider Agency in default of the Contract and, in accordance with County policy and procedures, may reduce Contract funding or terminate the Contract.

Section 4.03 Reduction or Termination Due to Fiscal Constraints. Anything to the contrary in this Contract notwithstanding, the parties recognize and agree that the County's ability to honor the terms and conditions of this Contract is contingent upon receipt of federal funds and/or appropriations of the State Legislature. If during the term of this Contract, therefore, the federal and/or the State government reduces its allocation to the County, the County reserves the right, upon Notice to the Provider Agency, to reduce or terminate the Contract.

V. MISCELLANEOUS

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

Section 5.02 Assignment and subcontracts. This Contract may not be assigned by the Provider Agency, in whole or in part, without the prior written consent of the County. Such consent, if granted, shall not relieve the Provider Agency of its responsibilities under the Contract. All approved assignments and subcontracts shall become part of this contract, and the Provider Agency shall bear full responsibility, without recourse to the State (including the County), for their performance. The Provider Agency shall forward copies of all assignment and subcontract documents to the County and shall retain copies of them on file together with this Contract.

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

Section 5.04 Insurance. The Provider Agency shall maintain adequate insurance coverage at all times relevant to this Agreement. It is acknowledged that the Provider Agency is insured by the AHS Insurance Co., Ltd. which provides general liability and professional liability insurance in the amount of \$2 million per occurrence. The Indemnification language in this Agreement shall trigger coverage under the policy of insurance. Should the Provider Agency fail to pay any premium on the insurance policy when due, the Department may pay the premium and, under Notice to the Provider Agency, reduce payment to the Provider Agency by the amount of the premium payment. The Provider Agency is responsible for forwarding evidence of the required insurance to the Contracting Departmental Component for its contract files.

Section 5.05 Indemnification. The Provider Agency shall defend, indemnify and otherwise save harmless the County, its agencies, departments, bureaus, boards, officials and employees from any and all claims or actions at law, whether for personal injury, property damage or liabilities, including the costs of defense (a) which arise from

acts or omissions, whether negligent or not, of the Provider Agency or its agents, employees, servants, subcontractors, material suppliers or others working for the Provider Agency, irrespective of whether such risks are within or beyond the control of the Provider Agency, or (b) which arise from any failure to performance.

Notwithstanding the Provider Agency's responsibilities outlined above in this section, the County reserves the right to provide its own attorney(s) to assist in the defense of any legal actions which may arise as a result of this Contract.

Section 5.06 Statement of Non-Influence. No person employed by the County has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the Provider Agency or any representative thereof in order to influence the awarding or administration of this Contract.

Section 5.07 Exercise of Rights. A failure or a delay on the part of the County or the Provider Agency in exercising any right, power or privilege under this Contract shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

Section 5.08 Sufficiency of Funds. The provider Agency agrees that this Contract is contingent upon availability of appropriated funding and fulfillment of the following procedure: A contract confirmation letter shall be sent by the County to the Provider Agency prior to the effective date of the contract. That confirmation shall include the Contract term and the negotiated Contract reimbursable ceiling. The confirmation letter shall be signed by the authorized Provider Agency signatory and returned to the office of Finance and Accounting.

The Contract shall not be valid or binding and no payment(s) will be approved until the Office of Finance and Accounting is in receipt of a properly executed confirmation letter from the provider. The Contract term and reimbursable ceiling specified in the contract confirmation letter are hereby incorporated into and made a part of this Contract.

Section 5.09 Collective Bargaining. State and federal law allow employees to organize themselves into a collective bargaining unit.

Funds provided under this Contract shall not be utilized to abridge the rights of employees to organize themselves into a collective bargaining organization or preclude them from negotiating with Provider Agency management.

Section 5.10 Independent Employer Status. Employees of Provider Agencies that Contract with the County are employees of the Provider Agency, not the County.

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

As Such, the Provider Agency acknowledges that it is an independent contractor, providing services to the County, typically through a contract-for-services agreement.

As independent contractors, Provider Agencies are responsible for the organization's overall functions which include the overseeing and monitoring of its operations, establishing the salary and benefit levels of its employees, and handling all personnel matters as the employer of its workers.

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

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

VI. CONTRACT SIGNATURES AND DATES

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

BY: _____
(signature)

BY: _____
(signature)

Phillip R. Crabb
TITLE: Freeholder Director

Joseph DiPaolo
TITLE: President

PROVIDER AGENCY:
Newton Medical Center

ATTEST BY: _____
Catherine M. Williams
Clerk of the Board

CONTRACT EFFECTIVE DATE: 1/1/16
CONTRACT EXPIRATION DATE: 12/31/16
CONTRACT NUMBER: N/A
CONTRACT AMOUNT: \$26,474.00

DEPARTMENTAL COMPONENT: 2016 Area Plan Contract in the amount of \$26,474.00 for the provision of food service for the Weekday and Weekend Home Delivered Meal Program.

COUNTY OF SUSSEX
DIVISION OF
SENIOR SERVICES
ATTACHMENT C TO AGREEMENT

Method of Payment and Reporting Requirements

Payment will be made:

On a reimbursable basis monthly when requisitioned.

No additional payments.

The submissions required for payments include a properly executed County of Sussex payment request with the completed quarterly report(s) specified below:

1. A Request for Reimbursement form
2. A Financial Status Report
3. A Narrative and Programmatic Report
4. Monthly PSST Reports on file with the Office

RESOLUTION RE: AWARD OF AGREEMENT BASED ON PROPOSALS RECEIVED THROUGH THE COMPETITIVE CONTRACTING PROCESS FOR THE PROVISION OF FOOD SERVICE FOR THE CONGREGATE NUTRITION WITH NEWTON MEDICAL CENTER FOR THE PERIOD OF JANUARY 1, 2016 TO DECEMBER 31, 2016

WHEREAS, the request for proposals for the Sussex County Department of Human Services, Division of Senior Services was advertised for the provision of goods and services on August 12, 2015 and publicly received by the Sussex County Bid Proposal Committee on September 10, 2015 pursuant to N.J.S.A. 40A:11-4 et seq.; and

WHEREAS, the Sussex County Department of Human Services, Division of Senior Services invites Proposals from perspective providers for a broad range of social services for the Senior Citizens of Sussex County. Individual grants will be determined by the Sussex County Department of Human Services, Division of Senior Services and contracts will be awarded by the Board of Chosen Freeholders by Resolution. This proposal will provide the basis for award of the service contracts for calendar years 2016, 2017 and 2018; and

WHEREAS, the process has been followed as outlined in the law and policy directive; and

WHEREAS, the County Treasurer has certified that the funds are subject to the receipt of adequate funds from the State of New Jersey, as evidenced by the attached Treasurer's Certification. All contracts and levels of service are subject to final allocation of funding by the State of New Jersey and the Board of Chosen Freeholders.

NOW, THEREFORE, BE IT RESOLVED that the Freeholder Director and the Clerk of the Board are authorized and directed to execute an Agreement with Newton Medical Center, for the provision of Food Service for the Congregate Nutrition Program; and

BE IT FURTHER RESOLVED that said Agreement shall provide up to \$8,038.00 in Title III C1 funds, \$4,097.00 NSIP funds and \$14,715.00 in County funds, for the Congregate Nutrition Program, for the period of January 1, 2016 through December 31, 2016; and

BE IT FURTHER RESOLVED that the Clerk of the Board of Chosen Freeholders is directed to provide for the publication of this Resolution awarding said Contract, in summary form, in the New Jersey Herald within 10 days from the adoption hereof; and

BE IT FURTHER RESOLVED that certified copies of this Resolution, together with copies of the Agreement, be forwarded to Newton Medical Center, Attention: Joseph DiPaolo, 175 High Street, Newton, NJ 07860.

Certified as a true copy of the Resolution adopted by the Board of Chosen Freeholders on the 9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex, New Jersey

CERTIFICATION RE: BUDGET APPROPRIATION FOR AWARDING OF AGREEMENT

I, Robert J. Maikis, Jr., Treasurer, County of Sussex, hereby certify to the Clerk, Board of Chosen Freeholders that certification is subject to adequate funds being received from the State of New Jersey and appropriated from the Reserve for Grant Funds in the budget appropriation(s) entitled:

2016 Reserve for Grant Funds	
Title IIIC1 (01-213-40-671-16-435)	\$ 8,038.00
NSIP (Nutrition Services Incentive Program)	
(01-213-40-719-16-435)	\$ 4,097.00

Subject to 2016 current funds in the budget appropriation(s) entitled:

2016 County Funds	
(01-201-27-343-435)	\$14,715.00

for awarding of a contract for:

Newton Medical Center, for the provision of Food Service for the Congregate Nutrition Program for the period January 1, 2016 through December 31, 2016. Total funds not to exceed \$26,850.00.

to: Newton Medical Center
175 High Street
Newton, New Jersey 07860

Robert J. Maikis, Jr., Treasurer

Dated: December 9, 2015
Requisition #

NOTICE OF CONTRACT AWARDED

The Board of Chosen Freeholders of the County of Sussex has awarded a Contract through competitive contracting pursuant to N.J.S.A. 40A:11-4.5. The Contract and Resolution authorizing same are available for public inspection in the Office of the Clerk of the Board of Chosen Freeholders at any time during regular business hours of said official.

Awarded To:	Newton Medical Center 175 High Street Newton, NJ 07860
Services:	Provision of Food Service for the Congregate Nutrition Program under the services of the Area Plan Contract
Approximate Cost:	\$26,850.00
Time Period:	The term of this Contract will be in effect from January 1, 2016 to December 31, 2016.

**BY ORDER OF THE BOARD OF CHOSEN
FREEHOLDERS OF THE COUNTY OF SUSSEX**

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex, New Jersey

Dated: December 9, 2015

COUNTY OF SUSSEX
DIVISION OF
SENIOR SERVICES
AGREEMENT

Area Plan Grant Agreement Number 16- -

Date January 1, 2016

Appropriation Code: 01-213-40-671-16-435
01-213-40-719-16-435
01-201-27-343-435

Project: Food Service for Congregate Nutrition

Grantee: NEWTON MEDICAL CENTER

INDEX TO PROVISIONS OF AGREEMENT

General Provisions

1. Term of Agreement
2. Compliance
3. Subcontracts
4. First Amendment Compliance
5. Focal Points
6. Funding Disclosure
7. Other Funds
8. Scope of Service
9. Compensation
10. Method of Payment
11. Books and Records
12. Reports and Submissions
13. Travel Expenses
14. Personal Property
15. Unexpended Fund Balances
16. Changes
17. Assignability
18. Discrimination Prohibited
19. Availability of Funds
20. Termination
21. Insurance

Supplementary Provisions

22. Through 40

Attachments

"A" - Scope of Services

"B" - Approved Budget

"C" - Method Payment and Reporting Requirements

"D" – HIPAA Agreement

COUNTY OF SUSSEX
DIVISION OF
SENIOR SERVICES
AGREEMENT

DEFINITIONS:

Project: Newton Medical Center
175 High Street
Newton, New Jersey 07860

Legislative Act: Older American Act of 1965, as Amended

Authorized Appropriation:

Account Title: Food Service – Title III C1, NSIP Funds and County funds

Account Code: 01-213-40-671-16-435
01-213-40-719-16-435
01-201-27-343-435

Contract Period: Contract period shall mean the Term of Agreement as specified in paragraph number one.

This AGREEMENT, is by and between the Sussex County Board of Chosen Freeholders on behalf of the Sussex County Division of Senior Services, hereinafter referred to as the "County", and Newton Medical Center, 175 High Street, Newton, New Jersey 07860, hereinafter referred to as the "Grantee".

WITNESSETH THAT:

1. Term of Agreement. This Agreement shall be effective as of the 1st day of January, 2016 and shall terminate no later than the 31st day of December, 2016.
2. Compliance. The Grantee agrees that it shall comply with all provisions of the authorizing appropriation, the Act, and any regulation requirements or guidelines which the County may issue, whether explicitly referred to herein or not. It is further agreed that the Grantee shall seek and develop its own source of funding in anticipation of the expiration of this Grant. In no event shall this Grant be construed as a commitment by the County to expend funds beyond the termination date set forth in Paragraph 1.
3. Subcontracts. In accepting this contract, the Recipient shall include the following provisions in sub-contracts, with any subcontractor or third party that utilizes Area Plan funding under this contract. An AAA subcontractor, or third party, utilizing Area Plan funding shall comply with all federal, State, and local laws related to the Older Americans Act.

4. First Amendment Compliance. Funds provided under this contract shall not be utilized in a manner, which would contravene the Establishment Clause of the First Amendment of the United States Constitution. Specifically, these conditions are as follows:

- a) In no event shall the provision of the services to be funded under this agreement be conditioned upon attendance at or participation in religious programs, services, or activities;
- b) Any services to be provided under this agreement shall be essentially secular in nature and scope and in no event shall there be any religious services, counseling, proselytizing, instruction, or other religious influence undertaken in connection with the provision of such services; and
- c) Funds provided under this contract shall not be used for the construction, rehabilitation, or restoration of any facility owned by a religious organization and used, now or in the future, for any religious activity or purpose.

5. Focal Points. Identify, when feasible, a focal point for comprehensive service delivery.

6. Funding Disclosure. Grantee shall disclose all sources and expenditure of funds such agency receives or expends to provide services to older individuals to the State Unit on Aging or the Commissioner for the Department of Human Services upon request.

7. Other Funds. The Grantee shall not use funds provided under this Agreement to replace existing or committed financial support for the same project, except as may be provided by this Agreement or with the express written approval of the County.

8. Scope of Services. In consideration of the Grant provided by this Agreement, the Grantee shall, in a satisfactory and proper manner as determined by the County, perform all services specified in Attachment "A".

9. Compensation. The County shall provide to the Grantee a sum not to exceed \$8,038.00 Title III C1 funds, \$4,097.00 NSIP funds, \$14,715.00 County funds. Grantee shall expend project funds in accordance with the Approved Budget as set forth on Attachment B, the amounts expended for the Personnel and Consultants which shall not have been expended in accordance with Attachment B shall be credited against and deducted from the total compensation to be paid to the Grantee under this Agreement. Except as shall be more specifically limited on Attachment B, the amounts expended for each of the major cost categories listed on Attachment B may not exceed the approved amount by more than 10% or \$500.00 whichever is greater provided, however, that the total Approved Budget is not exceeded. The express prior written approval of the Administrator, Department of Human Services, is necessary to amend any budget category.

10. Method of Payment. The County shall make payments under this Agreement upon the submission of a properly executed Sussex County Official Voucher together with such other documentation as may be required. The manner and form of such submission shall be in accordance with the procedures described on Attachment C, and detailed reimbursement request.

11. Books and Records. The Grantee shall maintain such records and accounts as are deemed necessary by the County to assure a proper accounting for all project funds, County of Sussex, State of New Jersey and non-state shares. These records shall be available for audit and examination by any governmental agency having an interest in the project. The County shall have the right to conduct said audit or examination at any time during the regular working hours of this project. Said records shall be retained for five (5) years after expiration of this Agreement, unless the County, in writing, specifically waives such requirement. The Grantee hereby acknowledges that the County shall carry out such monitoring and evaluation activities as it shall, from time to time, require for proper administration and performance of the Agreement.

12. Reports and Submissions. The Grantees shall submit such reports relating to the activities and the finances of the project as shall be required by the County. The required reports shall be in the form specified on Attachment C. Grantee shall submit a final report within 15 days after the contract period.

13. Travel Expenses. The Grantee, if a public agency, shall charge expenses for travel in accordance with the customary practice in the government of which the agency is a part. If the Grantee is a private Agency, expenses charged for travel shall not exceed those allowable under the State of New Jersey Travel Regulations. In any event, travel expenses shall not be charged in excess of the allowable budget amount.

14. Personal Property. If personal property, including equipment, costing less than one hundred dollars (\$100.00) per item is acquired and used for three (3) years from date of acquisition for approved contract purposes, title to such property shall vest in the Grantee. Personal property, including equipment, costing more than one hundred dollars (\$100.00) or used for less than three (3) years shall be owned by the County. The County, at its option, may, however, permit the Grantee to retain such property, subject to the reimbursement to the County of its cost minus a fair rental value for the period of actual use.

15. Unexpended Fund Balances. The Grantee may incur costs only during the period set forth in paragraph number 1 of this Agreement. Expenditures made before or after these dates shall be disallowed. Funds obligated, but not disbursed at the end of the contract period, shall be liquidated within thirty (30) days after the close of the contract period and any unexpended fund balance remaining shall be returned to the County with the submission of the final report. The County, at its discretion, may authorize the Grantee to use the unexpended grant funds:

- a. for approved grant purposes after the end of the contract period if the project is continuing activity and the County intends to enter into another agreement for a period. Under such circumstances, the amount of the subsequent grant shall be reduced by the amount of the unexpended funds remaining at the end of the previous contract period.
- b. for approved grant purposes, if the County authorizes an extension of the contract period.

In no event shall the Grantee use unexpended funds after the contract period without the expressed written approval of the County.

16. Changes. The County may, from time to time, request changes in the scope of services of the Grantee to be performed hereunder. Such changes, including any increase or decrease in the amount of the Grantee's compensation, which are mutually agreed upon by and between the County and Grantee, must be incorporated in written amendments to this Agreement, and be approved by the Administrator of the Department of Human Services.

17. Assignability. The Grantee shall only subcontract work or services as provided within the terms of this Agreement with the County and the Administrator of the Department of Human Services.

18. Discrimination Prohibited. The Grantee shall not discriminate in the performance of this Agreement because of sex, race, creed or national origin. The Grantee agrees to comply with Section 504 of the Rehabilitation Act of 1973.

19. Availability of Funds. The parties hereto recognize that the Grant Agreement, made on behalf of the County, is dependent upon such funding appropriations as may be made by the State of New Jersey, the Federal Government, the County of Sussex or other funding sources; the County shall not be held liable for any breach of this Agreement because of the absence of available funding appropriations.

20. Termination. The County may, by giving written notice to the Grantee specifying the effective date, terminate this Agreement in whole or in part for any cause, which shall include but not be limited to:

- a. Utilization of any portion of the appropriation hereunder to employ or otherwise compensate any person employed by the Division of Senior Services who has directly participated in the negotiation or approval of this Agreement;
- b. Discovery of any pecuniary or personal interest by the Grantee, its employees, its officers, its trustees, or its directors in the project, or in any contract emanating from the operation of this project;

- c. Failure, for any reason, of the Grantee to satisfy its obligation under this Agreement;
- d. Submission by the Grantee to the County of reports that are incorrect or incomplete in any material respect;
- e. Any improper or inefficient use of funds, provided under this Agreement;
- f. Failure of the Grantee to permit the County to make an inspection of the administrative or operation facilities of the project;
- g. Conduct or acts of the Grantee and/or its staff which are detrimental to the objectives of this project;
- h. Any violation of the New Jersey Conflicts of Interest Law, N.J.S.A.52:13D-12 et seq.;

Upon termination of this Agreement, the Grantee shall forthwith return all proceeds of the grant to the County within thirty (30) days.

21. Insurance. The Grantee does hereby represent that it presently maintains a policy of Liability Insurance in an amount not less than \$ 1,000,000 total arising from any one injury, which policy will cover all services the Grantee will provide under the terms of this Agreement. The Grantee further represents that it shall maintain said policy in full force and effect at all times during the term of this Agreement and shall indemnify and hold harmless the County of Sussex and the Division of Senior Services from any and all claims and damages, including attorneys fees, resulting from the performance of said services. The Grantee shall be obligated to see that a copy of the Liability Insurance Policy currently in force is on file with the Department of Human Services at all times. The Grantee agrees to name the County of Sussex as an additional insured on its Liability Insurance Policy and will provide the County of Sussex with a Certificate of Insurance naming the County as an additional insured.

SUPPLEMENTARY PROVISION
(Provisions Numbered 22 and following)

22. The Project Director shall maintain a liaison with the County of Sussex Division of Senior Services.

23. There shall be no requirements to be met by the elderly client and/or participant (any person 60 years of age or over) as a prerequisite to receiving the services of the project other than residency with the County of Sussex.

24. All vehicles operated by the project shall be in accordance with the New Jersey State Motor Vehicle Laws operated by persons who:

- a. possess a valid New Jersey Drivers License, and
- b. are free from any impairing illness or disability.

25. A sign shall be prominently displayed on all vehicles and in all facilities operated or conjugation with the project stating that the project is funded under Title III of the Older Americans Act of 1965, as amended, through a grant by the Sussex County Division of Senior Services.

26. In like manner, a notation of the above shall appear on all stationery, publications and public information relating to the project and its scope of services.

27. The following regulations concerning publication shall be adhered to by the Grantee:

- a. Any books, reports, pamphlets, papers, or articles receiving support under Title III must contain an acknowledgment of that support.
- b. A copy of the book, reports, pamphlets, papers, or articles must be filed with the Director of the Division of Senior Services, County of Sussex, prior to publication.
- c. The U.S. Department of Health and Human Services Administration on Aging, (hereinafter call AOA) reserves the option to receive free of charge up to 12 copies of any publication published as part of a Title III project, and 2 copies of any publication based on project activities.
- d. Where a project results in a book or other copyrightable material, the author is free to obtain a copyright, but AOA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, or authorize others to use, all such material.

28. Quarterly and statistical reports shall be due every three months of the project period to the Division of Senior Services.

29. Any amendments to this agreement can be executed between the Sussex County Division of Senior Services and the Grantee, after review and approval by the Board of Chosen Freeholders, and the Administrator, Department of Human Services. Such amendments will be forwarded to the Sussex County Board of Chosen Freeholders after signature by the Grantee and the Sussex County Division of Senior Services.
30. The Grantee shall reinvest all income derived from the program.
31. An audit will be conducted of the Title III programs by the County of Sussex.
32. The Grantee shall comply with the rules of the Sussex County Division of Senior Services Operation Manual concerning Subgrantees.
33. The Grantee shall submit any required quarterly reports within nine (9) days of the last day of the quarter. Failure to file reports will result in withholding of payments.
34. The Grantee shall submit a summary of client satisfaction surveys to the Division of Senior Services at least two times per year.
35. The Grantee shall be represented at the Mandatory Quarterly Grantee Meetings as established and planned by the Division of Senior Services.
36. The Grantee shall establish and post a Grievance Procedure in their respective agency, in accordance with guidelines established by the New Jersey Department of Human Services, Division of Aging Services, and the Division of Senior Services. The Grievance Procedure established by the Division of Senior Services is also required to be posted in their respective agency.
37. The Grantee shall submit a copy of its annual independent fiscal audit to the Sussex County Division of Senior Services.
38. The Grantee shall submit information related to clients served through the Agreement either by name, case number or a unique identification code when requested by the Sussex County Division of Senior Services.
39. The Grantee must have an Emergency Preparedness Plan and guide to use in the event of an emergency.

40. In the event the Grantee does not perform any of the services, obligations, or responsibilities provided for under this contract, or in the event that the program or service does not attain the objectives as originally proposed or as set forth in this agreement to the satisfaction of the County, then the County may withhold all, or a portion of, any payment to be made under this Agreement, and in addition, may declare this contract null and void. In the event of termination, the County will have no further liability to the Grantee and in no event will the County be liable to pay for services not actually rendered.

IN WITNESS WHEREOF, the Board of Chosen Freeholders and the Grantee have executed this Agreement #16- - .

Joseph DiPaolo
President

Date

ATTEST:

Board of Chosen Freeholders
of the County of Sussex

Catherine M. Williams, Clerk

Phillip R. Crabb
Freeholder Director

Date

Contract with Newton Medical Center for the provision of Food Service for the Congregate Nutrition Program for the period of January 1, 2016 to December 31, 2016 in the amount of \$26,850.00.

COUNTY OF SUSSEX
DIVISION OF
SENIOR SERVICES
ATTACHMENT A TO AGREEMENT

GRANTEE: Newton Medical Center

GRANTEE ADDRESS: Newton Medical Center
175 High Street
Newton, New Jersey 07860

PROJECT TITLE: Food Service for Congregate Nutrition Program

GENERAL GUIDELINES

- 1.) All meals prepared must meet 1/3 RDA requirements. Some programs include therapeutic diets. See specific program detail.
- 2.) Menus will be prepared and certified by the food supplier vendor's dietician in consultation with the Project Manager of the nutrition programs.
- 3.) The nutrition program driver will pick up the food in bulk food carriers at vendor location if within a reasonable distance to Newton distribution center.
- 4.) The food service supplier must have the capability to alter quantity of units ordered within (48) forty-eight hours notice.

Congregate Nutrition Project

1. The food service supplier will supply one (1) hot meal Monday through Friday, which meets 1/3 RDA requirements.
2. Paper products for each nutrition site are the responsibility of the provider for the nutrition program.
3. Coffee, tea, sugar, and sugar substitute is not the responsibility of the food service supplier.
4. One unit of milk will be included for each meal unit that is supplied by the food service supplier.
5. Lettuce and salad dressing, while included in unit cost, can be supplied in bulk. There is no need for individual packaging unless equal to bulk cost.

The actual volume of units is dependent on the participant census and is not guaranteed.

<u>Site Location</u>	<u>Average Daily Census</u>
Hopatcong Civic Center Lakeside Blvd.	40
Vernon Senior Center 21 Church Street, Vernon	30
Franklin Nutrition Site George Labance Lane, Franklin	25
<u>1/3 RDA Meal Plan (Without Therapeutic Diets)</u>	<u>Cost</u>
a. One meal plan	<u>\$4.35</u>
Estimated volume of meal plans for 12-month contract period:	
a. One meal plan	6,172 units

TIMETABLE - January 1, 2016- December 31, 2016

ATTACHMENT B TO AGREEMENT
COUNTY OF SUSSEX
BOARD OF CHOSEN FREEHOLDERS
DIVISION OF SENIOR SERVICES
ONE SPRING STREET
NEWTON, NJ 07860

1. Title of Project: Newton Medical Center

2. Type of Application:
New _____ Continuation X Revision ___ Supplement

3. Project Director (Name, Title, Department and Address, including Zip Code)

Joseph DiPaolo, President
Newton Medical Center
175 High Street
Newton, New Jersey 07860

4. Applicant Agency (Name and Address, including Zip Code)

Newton Medical Center
175 High Street
Newton, New Jersey 07860

5. Name, Title, Address of Official Authorized to Sign for Applicant Agency:

Joseph DiPaolo, President
Newton Medical Center
175 High Street
Newton, New Jersey 07860

6.	Dates of:	From	Through	Amount
	A. Project Period	1-1-16	12-31-16	
	B. Budget Year	1-1-16	12-31-16	\$ 26,850.00

7. Type of Organization:
Public Agency X
Private Non-Profit Agency

8. Payee (Specify to Whom Checks should be sent - Name, Title, Address)
Joseph DiPaolo, President
Newton Medical Center
175 High Street
Newton, New Jersey 07860

9. For County Use Only:

A. Total Project Costs \$ 26,850.00

B. Client income 0

C. Project Net Costs (Line A Less Line B) 26,850.00

D. Other Non-Federal Participation 0

E. Funds Requested (Line C Less Line D) 100% 26,850.00

PROJECT BUDGET

Categories	Cash	In-Kind	Total
Other Costs 6,172 units @ \$4.35	\$26,850.00		\$26,850.00
Total Other Costs	\$26,850.00		\$26,850.00
TOTAL NET COSTS	\$26,850.00		\$26,850.00
Total Budget		<u>\$26,850.00</u>	
Total Projected Units of Service		<u>6,172</u>	
Cost of Unit (Budget divided by Units of Service)		<u>\$4.35 one meal</u>	

SUPPORTING BUDGET SCHEDULE

LOCAL NON-FEDERAL PARTICIPATION

SOURCE	AMOUNT
Cash Resources	
Title III C 1	8,038.00
County	14,715.00
NSIP	4,097.00
Subtotal	\$ 26,850.00
In-Kind Resources	0.00
Subtotal	\$ 0.00
Estimated Income (Include Services)	
Subtotal	\$ 0
Total	\$ 26,850.00

**COUNTY OF SUSSEX
DEPARTMENT OF HUMAN SERVICES**

This CONTRACT is effective as of the date recorded on the signature page between the County of Sussex and Newton Medical Center hereafter identified as the Provider Agency.

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

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

THEREFORE the County and the Provider Agency agree as follows:

I. DEFINITIONS

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

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

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

Notice means an official written communication between the County and the Provider Agency. All Notices shall be delivered and directed to the persons and addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

Termination means an official cessation of this Contract, resulting either from routine expiration or from action taken by the County or the Provider Agency, in accordance with provisions contained in this Contract, to nullify the Contract prior to term.

II. BASIC OBLIGATIONS OF THE COUNTY

Section 2.01 Payment. As established in the Annex(es), payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the County in accordance with the time frames specified in the Annex(es). Total payments shall not exceed the maximum Contract amount, if any specified in the Annex(es). All payments authorized by the County under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.07 Audit or on the basis of a County monitoring or evaluation of the Contract.

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

III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

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

Section 3.02 Reporting. The Provider Agency shall submit to the County programmatic and financial reports on forms provided by the County. The reporting frequency and due date(s) are specified and sample forms to be used are included in the Annex(es).

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

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

Section 3.04 Affirmative Action.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

Exhibit A attached hereto (2 pages)

Section 3.05 County Policies and Procedures. In the administration of this Contract, the Provider Agency shall comply with all applicable policies and procedures issued by the County, including, but not limited to, the policies and procedures contained in the State's Contract Reimbursement Manual (as from time to time amended) and the State's Contract Policy and Information Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to terminate this Contract.

Section 3.06 Financial Management System. The Provider Agency's financial management system shall provide for the following:

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

Section 3.07 Audit. At any time during the Contract term, the Provider Agency's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the Provider Agency under Section 5.02 Assignment and Subcontracts may be subject to audit by the County, by any other

appropriate unit or agency of State or federal government, and/or by a private firm or firms retained or approved by the County for such purpose.

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

The County may require submission of the Provider Agency's annual organization-wide audit.

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

Section 3.08 Business Registration. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

IV. TERMINATION

Section 4.01 Termination by Provider Agency. The Provider Agency may terminate this Contract upon 60 calendar days' advance Notice to the County. If the Contract is terminated under this section, the Provider Agency shall settle all accounts with the County in the manner specified by the County and shall be subject to a final audit under Section 3.07 Audit.

Section 4.02 Termination for Cause. If the Provider Agency is not or has not

been in compliance with any provision(s) of this Contract, the County may, by Notice, place the Provider Agency in default of the Contract and, in accordance with County policy and procedures, may reduce Contract funding or terminate the Contract.

Section 4.03 Reduction or Termination Due to Fiscal Constraints. Anything to the contrary in this Contract notwithstanding, the parties recognize and agree that the County's ability to honor the terms and conditions of this Contract is contingent upon receipt of federal funds and/or appropriations of the State Legislature. If during the term of this Contract, therefore, the federal and/or the State government reduces its allocation to the County, the County reserves the right, upon Notice to the Provider Agency, to reduce or terminate the Contract.

V. MISCELLANEOUS

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

Section 5.02 Assignment and subcontracts. This Contract may not be assigned by the Provider Agency, in whole or in part, without the prior written consent of the County. Such consent, if granted, shall not relieve the Provider Agency of its responsibilities under the Contract. All approved assignments and subcontracts shall become part of this contract, and the Provider Agency shall bear full responsibility, without recourse to the State (including the County), for their performance. The Provider Agency shall forward copies of all assignment and subcontract documents to the County and shall retain copies of them on file together with this Contract.

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

Section 5.04 Insurance. The Provider Agency shall maintain adequate insurance coverage at all times relevant to this Agreement. It is acknowledged that the Provider Agency is insured by the AHS Insurance Co., Ltd. which provides general liability and professional liability insurance in the amount of \$2 million per occurrence. The Indemnification language in this Agreement shall trigger coverage under the policy of insurance. Should the Provider Agency fail to pay any premium on the insurance policy when due, the Department may pay the premium and, under Notice to the Provider Agency, reduce payment to the Provider Agency by the amount of the premium payment. The Provider Agency is responsible for forwarding evidence of the required insurance to the Contracting Departmental Component for its contract files.

Section 5.05 Indemnification. The Provider Agency shall defend, indemnify and otherwise save harmless the County, its agencies, departments, bureaus, boards, officials and employees from any and all claims or actions at law, whether for personal injury, property damage or liabilities, including the costs of defense (a) which arise from

acts or omissions, whether negligent or not, of the Provider Agency or its agents, employees, servants, subcontractors, material suppliers or others working for the Provider Agency, irrespective of whether such risks are within or beyond the control of the Provider Agency, or (b) which arise from any failure to performance.

Notwithstanding the Provider Agency's responsibilities outlined above in this section, the County reserves the right to provide its own attorney(s) to assist in the defense of any legal actions which may arise as a result of this Contract.

Section 5.06 Statement of Non-Influence. No person employed by the County has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the Provider Agency or any representative thereof in order to influence the awarding or administration of this Contract.

Section 5.07 Exercise of Rights. A failure or a delay on the part of the County or the Provider Agency in exercising any right, power or privilege under this Contract shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

Section 5.08 Sufficiency of Funds. The provider Agency agrees that this Contract is contingent upon availability of appropriated funding and fulfillment of the following procedure: A contract confirmation letter shall be sent by the County to the Provider Agency prior to the effective date of the contract. That confirmation shall include the Contract term and the negotiated Contract reimbursable ceiling. The confirmation letter shall be signed by the authorized Provider Agency signatory and returned to the office of Finance and Accounting.

The Contract shall not be valid or binding and no payment(s) will be approved until the Office of Finance and Accounting is in receipt of a properly executed confirmation letter from the provider. The Contract term and reimbursable ceiling specified in the contract confirmation letter are hereby incorporated into and made a part of this Contract.

Section 5.09 Collective Bargaining. State and federal law allow employees to organize themselves into a collective bargaining unit.

Funds provided under this Contract shall not be utilized to abridge the rights of employees to organize themselves into a collective bargaining organization or preclude them from negotiating with Provider Agency management.

Section 5.10 Independent Employer Status. Employees of Provider Agencies that Contract with the County are employees of the Provider Agency, not the County.

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

As Such, the Provider Agency acknowledges that it is an independent contractor, providing services to the County, typically through a contract-for-services agreement. As independent contractors, Provider Agencies are responsible for the organization's overall functions which include the overseeing and monitoring of its operations, establishing the salary and benefit levels of its employees, and handling all personnel matters as the employer of its workers.

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

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

VI. CONTRACT SIGNATURES AND DATES

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

BY: _____
(signature)

BY: _____
(signature)

Phillip R. Crabb
TITLE: Freeholder Director

Joseph DiPaolo
TITLE: President

PROVIDER AGENCY:
Newton Medical Center

ATTEST BY: _____
Catherine M. Williams
Clerk of the Board

CONTRACT EFFECTIVE DATE: 1/1/16
CONTRACT EXPIRATION DATE: 12/31/16
CONTRACT NUMBER: N/A
CONTRACT AMOUNT: \$26,850.00

DEPARTMENTAL COMPONENT: 2016 Area Plan Contract in the amount of \$26,850.00 for the food service provision for the Congregate Nutrition Program

COUNTY OF SUSSEX
DIVISION OF
SENIOR SERVICES
ATTACHMENT C TO AGREEMENT

Method of Payment and Reporting Requirements

Payment will be made:

On a reimbursable basis monthly when requisitioned.

No additional payments.

The submissions required for payments include a properly executed County of Sussex payment request with the completed quarterly report(s) specified below:

1. A Request for Reimbursement form
2. A Financial Status Report
3. A Narrative and Programmatic Report
4. Monthly PSST Reports on file with the Office

RESOLUTION RE: AWARD OF CONTRACT BASED ON PROPOSALS RECEIVED THROUGH THE COMPETITIVE CONTRACTING PROCESS FOR THE PROVISION OF CERTIFIED HOME HEALTH AIDE SERVICES WITH RES-CARE NEW JERSEY, INC. D/B/A RESCARE HOMECARE FOR THE PERIOD OF JANUARY 1, 2016 - DECEMBER 31, 2016

WHEREAS, the request for proposals for the Sussex County Department of Human Services, Division of Senior Services was advertised for the provision of goods and services on August 12, 2015 and publicly received by the Sussex County Bid Proposal Committee on September 10, 2015 pursuant to N.J.S.A. 40A:11-4 et seq.; and

WHEREAS, the Sussex County Department of Human Services, Division of Senior Services invites Proposals from perspective providers for a broad range of social services for the Senior Citizens of Sussex County. Individual grants will be determined by the Sussex County Department of Human Services, Division of Senior Services and contracts will be awarded by the Board of Chosen Freeholders by Resolution. This proposal will provide the basis for award of the service contracts for calendar years 2016, 2017 and 2018; and

WHEREAS, the process has been followed as outlined in the law and policy directive; and

WHEREAS, the County Treasurer has certified that the funds are subject to the receipt of adequate funds from the State of New Jersey, as evidenced by the attached Treasurer's Certification. All contracts and levels of service are subject to final allocation of funding by the State of New Jersey and the Board of Chosen Freeholders.

NOW, THEREFORE, BE IT RESOLVED that the Freeholder Director and Clerk of the Board are authorized and directed to execute an Agreement with Res-Care New Jersey, Inc. d/b/a ResCare HomeCare for the provision of Certified Home Health Aide Services; and

BE IT FURTHER RESOLVED that the Sussex County Department of Human Services, Division of Senior Services has recommended that Res-Care New Jersey, Inc. d/b/a ResCare HomeCare receive \$7,823.00 in Title IIIB funds, \$5,149.00 in COLA funds, \$438.00 in State Match B-D funds, \$15,016.00 in Title III E funds and \$2,593.00 in State Match E funds and to be supplemented by participant income in the amount of \$300.00 and other income in the amount of \$5,595.00 for the period of January 1, 2016 through December 31, 2016; and

BE IT FURTHER RESOLVED that the Clerk of the Board of Chosen Freeholders is directed to provide for the publication of this Resolution awarding said Contract, in summary form, in the New Jersey Herald within 10 days from the adoption hereof; and

BE IT FURTHER RESOLVED that certified copies of this Resolution, together with copies of the Agreement, be forwarded to Res-Care New Jersey, Inc. d/b/a ResCare HomeCare, Attention: Kathleen Goodling, 350 Sparta Avenue, Suite B6B, Sparta, NJ 07871.

Certified as a true copy of the
Resolution adopted by the Board
of Chosen Freeholders on the
9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex, New Jersey

CERTIFICATION RE: BUDGET APPROPRIATION FOR AWARDING OF CONTRACT

I, Robert J. Maikis, Jr., Treasurer, County of Sussex, hereby certify to the Clerk, Board of Chosen Freeholders that certification is subject to adequate funds being received from the State of New Jersey and appropriated from the Reserve for Grant Funds in the budget appropriation(s) entitled:

2016 Reserve For Grant Funds	
Title IIIB (01-213-40-670-16-435)	\$ 7,823.00
COLA Funds (01-213-41-810-16-435)	\$ 5,149.00
State Match (01-213-41-805-16-435)	\$ 438.00
Title IIIE (01-213-40-676-16-435)	\$15,016.00
State Match E (01-213-41-806-16-435)	\$ 2,593.00

for awarding of a contract for:

Res-Care New Jersey, Inc. d/b/a ResCare HomeCare, for the provision of Certified Home Health Aide services of the period of January 1, 2016 through December 31, 2016. Total funds not to exceed \$31,019.00.

to: Res-Care New Jersey, Inc. d/b/a ResCare HomeCare
350 Sparta Avenue, Suite B6B
Sparta, New Jersey 07871

Robert J. Maikis, Jr., Treasurer

Dated: December 9, 2015
Requisition #

NOTICE OF CONTRACT AWARDED

The Board of Chosen Freeholders of the County of Sussex has awarded a Contract through competitive contracting pursuant to N.J.S.A. 40A:11-4.5. The Contract and Resolution authorizing same are available for public inspection in the Office of the Clerk of the Board of Chosen Freeholders at any time during regular business hours of said official.

Awarded To:	Res-Care New Jersey, Inc. d/b/a ResCare HomeCare 350 Sparta Avenue, Suite B6B Sparta, NJ 07871
Services:	Provision of Certified Home Health Aide Services under the services of the Area Plan Contract
Approximate Cost:	\$31,019.00
Time Period:	The term of this Contract will be in effect from January 1, 2016 to December 31, 2016.

**BY ORDER OF THE BOARD OF CHOSEN
FREEHOLDERS OF THE COUNTY OF SUSSEX**

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex, New Jersey

Dated: December 9, 2015

COUNTY OF SUSSEX
DIVISION OF
SENIOR SERVICES
AGREEMENT

Area Plan Grant Agreement Number 16-____-__ Date January 1, 2016

Appropriation Code: 01-213-40-670-16-435
 01-213-41-805-16-435
 01-213-41-810-16-435
 01-213-40-676-16-435
 01-213-41-806-16-435

Project: Certified Home Health Aide Services

Grantee: Res-Care New Jersey, Inc. d/b/a ResCare HomeCare

INDEX TO PROVISIONS OF AGREEMENT

General Provisions

1. Term of Agreement
2. Compliance
3. Subcontracts
4. First Amendment Compliance
5. Focal Points
6. Funding Disclosure
7. Other Funds
8. Scope of Service
9. Compensation
10. Method of Payment
11. Books and Records
12. Reports and Submissions
13. Travel Expenses
14. Personal Property
15. Unexpended Fund Balances
16. Changes
17. Assignability
18. Discrimination Prohibited
19. Availability of Funds
20. Termination
21. Insurance

Supplementary Provisions

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Attachments

"A" - Scope of Services

"B" - Approved Budget

"C" - Method Payment and Reporting Requirements

"D" – HIPAA Agreement

COUNTY OF SUSSEX
DIVISION OF SENIOR SERVICES
AGREEMENT

DEFINITIONS:

Project: Res-Care New Jersey, Inc. d/b/a ResCare HomeCare
350 Sparta Avenue, Suite B6B
Sparta, New Jersey 07871

Legislative Act: Older American Act of 1965, as Amended

Authorized Appropriation:

Account Title: Title IIIB, COLA Funds, State Match B-D, Title III E
and State Match E funds

Account Code: 01-213-40-670-16-435
01-213-41-805-16-435
01-213-41-810-16-435
01-213-40-676-16-435
01-213-41-806-16-435

Contract Period: Contract period shall mean the Term of Agreement as
specified in paragraph number one.

This AGREEMENT, is by and between the Sussex County Board of Chosen Freeholders on behalf of the Sussex County Division of Senior Services, hereinafter referred to as the "County", and Res-Care New Jersey, Inc. d/b/a ResCare HomeCare, 350 Sparta Avenue, Suite B6B, Sparta, New Jersey 07871, hereinafter referred to as the "Grantee".

WITNESSETH THAT:

1. Term of Agreement. This Agreement shall be effective as of the 1st day of January, 2016 and shall terminate no later than the 31st day of December, 2016.
2. Compliance. The Grantee agrees that it shall comply with all provisions of the authorizing appropriation, the Act, and any regulations, requirements or guidelines which the County may issue, whether explicitly referred to herein or not. It is further agreed that the Grantee shall seek and develop its own source of funding in anticipation of the expiration of this Grant. In no event shall this Grant be construed as a commitment by the County to expend funds beyond the termination date set forth in Paragraph 1.
3. Subcontracts. In accepting this contract, the Recipient shall include the following provisions in sub-contracts, with any subcontractor or third party that utilizes Area Plan funding under this contract. An AAA subcontractor, or third party, utilizing Area Plan

funding shall comply with all federal, State, and local laws related to the Older Americans Act.

4. First Amendment Compliance. Funds provided under this contract shall not be utilized in a manner, which would contravene the Establishment Clause of the First Amendment of the United States Constitution. Specifically, these conditions are as follows:

- a) In no event shall the provision of the services to be funded under this agreement be conditioned upon attendance at or participation in religious programs, services, or activities;
- b) Any services to be provided under this agreement shall be essentially secular in nature and scope and in no event shall there be any religious services, counseling, proselytizing, instruction, or other religious influence undertaken in connection with the provision of such services; and
- c) Funds provided under this contract shall not be used for the construction, rehabilitation, or restoration of any facility owned by a religious organization and used, now or in the future, for any religious activity or purpose.

5. Focal Points. Identify, when feasible, a focal point for comprehensive service delivery.

6. Funding Disclosure. Grantee shall disclose all sources and expenditure of funds such agency receives or expends to provide services to older individuals to the State Unit on Aging or the Commissioner for the Department of Human Services upon request.

7. Other Funds. The Grantee shall not use funds provided under this Agreement to replace existing or committed financial support for the same project, except as may be provided by this Agreement or with the express written approval of the County.

8. Scope of Services. In consideration of the grant provided by this Agreement, the Grantee shall, in a satisfactory and proper manner as determined by the County, perform all services specified in Attachment "A".

9. Compensation. The County shall provide to the Grantee a sum not to exceed \$31,019.00. The Grantee shall expend project funds in accordance with the Approved Budget as set forth on Attachment B, the amounts expended for the Personnel and Consultants which shall not have been expended in accordance with Attachment B shall be credited against and deducted from the total compensation to be paid to the Grantee under this Agreement. Except as shall be more specifically limited on Attachment B, the amounts expended for each of the major cost categories listed on Attachment B may not exceed the approved amount by more than 10% or \$500.00 whichever is greater provided, however, that the total Approved Budget is not exceeded. The express prior written approval of the Administrator, Sussex County

Department of Human Services, is necessary to amend any budget category.

10. Method of Payment. The County shall make payments under this Agreement upon the submission of a properly executed Sussex County Official Voucher together with such other documentation as may be required. The manner and form of such submission shall be in accordance with the procedures described on Attachment C, including detailed reimbursement request.

11. Books and Records. The Grantee shall maintain such records and accounts as are deemed necessary by the County to assure a proper accounting for all project funds, County of Sussex, State of New Jersey and non-state shares. These records shall be available for audit and examination by any governmental agency having an interest in the project. The County shall have the right to conduct said audit or examination at any time during the regular working hours of this project. Said records shall be retained for five (5) years after expiration of this Agreement, unless the County, in writing, specifically waives such requirement. The Grantee hereby acknowledges that the County shall carry out such monitoring and evaluation of activities as shall, from time to time, be required for proper administration and performance of the Agreement.

12. Reports and Submissions. The Grantee shall submit such reports relating to the activities and the finances of the project as shall be required by the County. The required reports shall be in the form specified on Attachment C. Grantee shall submit a final report with 15 days after the contract period.

13. Travel Expenses. The Grantee, if a public agency, shall charge expenses for travel in accordance with the customary practice in the government of which the agency is a part. If the Grantee is a private Agency, expenses charged for travel shall not exceed those allowable under the State of New Jersey Travel Regulations. In any event, travel expenses shall not be charged in excess of the allowable budget amount.

14. Personal Property. If personal property, including equipment, costing less than one hundred dollars (\$100.00) per item is acquired and used for three (3) years from date of acquisition for approved contract purposes, title to such property shall vest in the Grantee. Personal property, including equipment, costing more than one hundred dollars (\$100.00) or used for less than three (3) years shall be owned by the County. The County, at its option, may, however, permit the Grantee to retain such property, subject to the reimbursement to the County of its cost minus a fair rental value for the period of actual use.

15. Unexpended Fund Balances. The Grantee may incur costs only during the period set forth in paragraph number 1 of this Agreement. Expenditures made before or after these dates shall be disallowed. Funds obligated, but not disbursed at the end of the contract period, shall be liquidated within thirty (30) days after the close of the contract period and any unexpended fund balance remaining shall be returned to the County with the submission of the final report. The County, at its discretion, may authorize the Grantee to use the unexpended grant funds:

- a. for approved grant purposes after the end of the contract period if the project is continuing activity and the County intends to enter into another agreement for a period. Under such circumstances, the amount of the expended funds remaining at the end of the previous contract period.
- b. for approved grant purposes if the County authorizes an extension of the contract period.

In no event shall the Grantee use unexpended funds after the contract period without the expressed written approval of the County.

16. Changes. The County may, from time to time, request changes in the scope of services of the Grantee to be performed hereunder. Such changes, including any increase or decrease in the amount of the Grantee's compensation, which are mutually agreed upon by and between the County and Grantee, must be incorporated in written amendments to this Agreement, and be approved by the Administrator of the Sussex County Department of Human Services.

17. Assignability. The Grantee shall not subcontract any of the work or services covered by this Agreement, nor shall any interest in this Agreement be assigned or transferred, except as may be provided within the terms of this Agreement, and the Administrator of the Sussex County Department of Human Services.

18. Discrimination Prohibited. The Grantee shall not discriminate in the performance of this Agreement because of sex, race, creed or nation origin. The Grantee agrees to comply with Section 504 of the Rehabilitation Act of 1973.

19. Availability of Funds. The parties hereto recognize that the Agreement, made on behalf of the County, is dependent upon such funding appropriations as may be made by the State of New Jersey, the Federal Government, the County of Sussex or other funding sources; the County shall not be held liable for any breach of this Agreement because of the absence of available funding appropriations.

20. Termination. The County may, by giving written notice to the Grantee specifying the effective date, terminate this Agreement in whole or in part for any cause, which shall include but not be limited to:

- a. Utilization of any portion of the appropriation hereunder to employ or otherwise compensate any person employed by the Division of Senior Services who has directly participated in the negotiation or approval of this Agreement;
- b. Discovery of any pecuniary or personal interest by the Grantee, its employees, its officers, its trustees, or its directors in the project, or in any contract emanating from the operation of this project;
- c. Failure, for any reason, of the Grantee to satisfy its obligation under this Agreement;

- d. Submission by the Grantee to the County of reports that are incorrect or incomplete in any material respect;
- e. Any improper or inefficient use of funds, provided under this Agreement;
- f. Failure of the Grantee to permit the County to make an inspection of the administrative or operation facilities of the project;
- g. Conduct or acts of the Grantee and/or its staff which are detrimental to the objectives of this project;
- h. Any violation of the New Jersey Conflicts of Interest Law, N.J.S.A. 52, 13D-12, et seq.;
- i. Failure to incorporate into grantees Personnel Policies and Procedures a system of full disclosure of all employees and applicants for employment who have been convicted of a crime.

Upon termination of this Agreement, the Grantee shall forthwith return all proceeds of the grant to the County within thirty (30) days.

21. Insurance. The Grantee does hereby represent that it presently maintains a policy of Liability Insurance in an amount not less than \$1,000,000.00 total arising from any one injury, which policy will cover all services the Grantee will provide under the terms of this Agreement. The Grantee further represents that it shall maintain said policy in full force and effect at all times during the term of this Agreement and shall indemnify and hold harmless the County of Sussex and the Division of Senior Services from any and all claims and damages, including attorneys fees, resulting from the performance of said services. The Grantee shall be obligated to see that a copy of the Liability Insurance Policy currently in force is on file with the Sussex County Department of Human Services at all times. The Grantee agrees to name the County of Sussex as an additional insured on its Liability Insurance Policy and will provide the County of Sussex with a Certificate of Insurance naming the County as an additional insured.

SUPPLEMENTARY PROVISION
(Provisions Numbered 22 and following)

22. The Project Director shall maintain a liaison with the County of Sussex Division of Senior Services.

23. The requirements to be met by the elderly client and/or participant to receive services shall be that the client be any person 60 years of age or over and have the need for personal care activities such as feeding, bathing, grooming, personal hygiene, dressing, assisting with mobility and ambulation. Client could also receive assistance with light household tasks and meal preparation.

24. All vehicles operated by the project shall be in accordance with the New Jersey State Motor Vehicle Laws and operated by persons who:

- a. possess a valid New Jersey Drivers License, and
- b. are free from any impairing illness or disability.

25. A sign shall be prominently displayed on all vehicles and in all facilities operated or conjugation with the project stating that the project is funded under Title III of the Older American Act of 1965, as amended, through a grant by the Sussex County Division of Senior Services.

26. In like manner, a notation of the above shall appear on all stationery, publications and public information relating to the project and its scope of services.

27. The following regulations concerning publication shall be adhered to by the Grantee:

- a. Any books, reports, pamphlets, papers, or articles receiving support under Title III must contain an acknowledgment of that support.
- b. A copy of the book, reports, pamphlets, papers, or articles must be filed with the Director of the Division of Senior Services, County of Sussex, prior to publication.
- c. The Department of Health, Education and Welfare, Office on Human Development, Administration on Aging, (hereinafter call AOA) reserves the option to receive free of charge up to 12 copies of any publication published as part of a Title III project, and 2 copies of any publication based on project activities.
- d. Where a project results in a book or other copyrightable material, the author is free to obtain a copyright, but AOA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, or authorize other to use, all such material.

28. Quarterly and statistical reports shall be due every three months of the project period.

29. The Grantee must enter all client information into the automated reporting system (SAM's) for documenting and reporting purposes.

30. Any amendments to this contract can be executed between the Sussex County Division of Senior Services and the Grantee, after review and approval by the Board of Chosen Freeholders, and the Administrator, Sussex County Department of Human Services. Such amendments will be forwarded to the Sussex County Board of Chosen Freeholders after signature by the Grantee and the Sussex County Division of Senior Services.

31. The Grantee shall reinvest all income derived from the program.

32. An audit will be conducted of the Title III programs by the County of Sussex.

33. The Grantee shall comply with the rules of the Sussex County Division of Senior Services Operation Manual concerning Subgrantees.

34. The Grantee shall submit any required quarterly reports within nine (9) days of the last day of the quarter. Failure to file reports will result in withholding of payments.

35. The Grantee shall submit a summary of client satisfaction surveys to the Division of Senior Services at least once per year.

36. The Grantee shall be represented at the Mandatory Quarterly Grantee Meetings as established and planned by the Division of Senior Services.

37. The Grantee shall establish and post a Grievance Procedure in their respective agency, in accordance with guidelines established by the New Jersey Department of Human Services, Division of Aging Services, and the Division of Senior Services. The Grievance Procedure established by the Division of Senior Services is also required to be posted in their respective agency.

38. The Grantee shall submit a copy of its annual independent fiscal audit to the Sussex County Division of Senior Services.

39. The Grantee shall submit information related to clients served through the Agreement either by name, case number or a unique identification code when requested by the Sussex County Division of Senior Services.

40. The Grantee must have an Emergency Preparedness Plan and guide to use in the event of an emergency.

41. In the event the Grantee does not perform any of the services, obligations, or responsibilities provided for under this contract, or in the event that the program or service does not attain the objectives as originally proposed or as set forth in this agreement to the satisfaction of the County, then the County may withhold all, or a portion of, any payment to be made under this Agreement, and in addition, may declare this contract null and void. In the event of termination, the County will have no further liability to the Grantee and in no event will the County be liable to pay for services not actually rendered.

IN WITNESS WHEREOF, the Board of Chosen Freeholders and the Grantee have executed this Agreement #16-____-__.

Kathleen Goodling
Executive Director

Date

ATTEST:

Board of Chosen Freeholders
of the County of Sussex

Catherine M. Williams, Clerk

Phillip R. Crabb
Freeholder Director

Date

Contract with Res-Care New Jersey, Inc. d/b/a ResCare HomeCare for the provision of Certified Home Health Aide for the period of January 1, 2016 to December 31, 2016 in the amount of \$31,019.00.

COUNTY OF SUSSEX
DIVISION OF
SENIOR SERVICES
ATTACHMENT A TO AGREEMENT

GRANTEE: Res-Care New Jersey, Inc. d/b/a ResCare HomeCare

GRANTEE ADDRESS: 350 Sparta Avenue, Suite B6B
Sparta, New Jersey 07871

PROJECT TITLE: Certified Home Health Aide Services

POPULATION TO BE SERVED:

ResCare HomeCare will serve residents of Sussex County who are 60 years of age or older and persons identified to have a need for in-home services who do not otherwise qualify for services under other programs and are otherwise eligible for a nursing facility if they do not receive CHHA services.

SERVICE AREA:

Shall be the County of Sussex

GOALS AND OBJECTIVES:

ResCare HomeCare's goals and objectives are to provide quality Home Health Aide Services to clients in Sussex County that require assistance with ADL/IADL's. The focus of our program is to provide supportive care that is needed to enable vulnerable elderly to remain safely at home. The overall goal of our services is to enhance the quality of life and optimize the level of independence in all our clients.

The Agency will obtain its goals by hiring staff that are not only specifically trained to provide care to the elderly in the home but who also embrace the Agency's values and customer service standards. To ensure that all clients receive quality care all staff are supervised regularly by a Registered Nurse with extensive home care experience. Staff receives ongoing education to ensure that their skills, knowledge and standards of care are all maintained at an optimal level.

SCOPE OF SERVICES

OPERATIONAL OBJECTIVES:

Goals: To improve the quality of life for elderly residents of Sussex County who are minorities, impoverished, frail, and/or vulnerable by providing Certified Home Health Aides (CHHA) and/or Companions to perform personal care and light housekeeping services that support independent living.

Objectives:

1. A qualified RN supervises CHHA services.
2. To respond timely to requests for CHHA and housekeeping services.
3. To place staff 100% of the time, a request is made for CHHA/Housekeeping Services.
4. Provide support to maintain, strengthen, and safeguard the functioning of older individuals and families in their own homes.
5. Ensure maximum client satisfaction with in-home services as well as RCHC administration of services.

Methods or Activities: The Certified Home Health Aides/Housekeeping are responsible for assisting clients with daily personal care and light housekeeping tasks. This would include:

- Personal care (feeding, bathing, grooming, personal hygiene, dressing, exercising, assistance with ambulation, and self-administration of medication)
- Light household tasks
- Prepare and serve meals, including special diets
- Light housekeeping tasks
- Instruction/guidance to individual or family members in home management and self-care
- Emotional and social support

ESTIMATED PROGRAM OUTPUT:

Units of service to be delivered as stipulated in the Area Plan:

Units 1,748 One unit of service equals one hour

RN Assessments 37

Unduplicated number of older person to be served directly:

Monthly 3 12 months 40

Unduplicated number of minority older persons to be served directly:

Monthly 1 12 months 10

Unduplicated number of low income older persons to be served directly:

Monthly 1 12 months 7

Unduplicated number of frail, older persons to be served directly:

Monthly 1 12 months 22

Unduplicated number of vulnerable persons to be served directly:

Monthly 1 12 months 22

DESCRIPTION OF ACTIVITIES TO TAKE PLACE IN CARRYING OUT OBJECTIVE(S):

Hours of Service RCHC prides itself on its 24/7 availability to current and prospective clients. Administrative offices are open Monday through Friday from 8:30 AM until 5:00 PM. However, clients, referral sources, and employees have access by telephone to an agency supervisor and registered nurse 24 hours a day, 7 days a week. This means that service delivery issues can be addressed immediately around the clock. This also means that new clients can access services after hours and on weekends in emergency situations.

Client Intake When a referral for services is received from the Division of Senior Services, as a result of the screen for community services, the CSS or the Branch Manager reviews the authorization thoroughly for information regarding the scope of service and any special service requirements. The Director of Nursing also reviews the referral for health and medical indications. The CSS contacts the client or family within two business days upon receipt of the initial authorization and schedules a home visit at the earliest convenience of the client to conduct an intake with the client or family member. In the event that there is an urgent request for services, this process is expedited in order to initiate services per the authorization and within the timeframe requested.

Service Delivery The frequency of visits and scheduling is determined with the client at the time of the initial home visit. We design our services with the flexibility to accommodate clients and be responsive to their needs; thus, the ultimate choice of schedule will rest with the client as long as RCHC can provide an appropriate employee at the time and day requested.

The CSS then determines the direct care staff that is the most suitable match for the client, based on client care needs, language/cultural preference, location, caregiver experience and training, caregiver availability, as well as subjective compatibility factors. The right match of client and direct care staff is an essential component of success as it facilitates trust between all parties and encourages self-reliance of the client.

The CSS enters the client's preferred schedule into our internal tracking system, Point of Care (POC). This system allows the supervisor to monitor service provision on a daily basis, as it occurs. POC uses telephony to track service delivery. As the direct care staff arrives to provide services, the staff calls a toll-free number that notifies the CSS that services have started.

The CSS contacts clients within two weeks of initiation of services and periodically thereafter to inquire whether their needs are being met and to answer any questions or concerns the client might have.

Reassessment The Director of Nursing or assigned RN conducts supervisory visits at least every 60 days. The visit includes a reassessment of the client's general condition, a review of the progress being made, and identification of any changes in the client's needs. The RN reviews the care plan and client forms for any updates, and documents any changes. Employee evaluations are also completed with our clients at this time.

Supervisory visits are conducted more frequently if the client's condition changes or if issues are identified. This ensures that high quality services are provided, that

services meet the needs of the client, and that tasks performed are according to the care plan. Our staff completes the Supervisory Visit Documentation Form during each supervisory visit. This form captures information such as:

- Satisfaction
- Attendance and punctuality
- Responsiveness to client needs
- Appearance
- Respectfulness
- Environment — safety and cleanliness

Service Tracking RCHC uses POC system to track service delivery. POC provides electronic scheduling and documentation of services, units provided against units authorized and budgeted, billing, and other pertinent program and client information that is used for program monitoring. The CSS monitors the system daily and verifies hard copy service records against POC to ensure accuracy. Any discrepancies are reconciled before service records are processed for billing. Both electronic and hard copy client records are confidential and are safeguarded with secure data systems and locked files. The CSS is also responsible for data entry in the State's SAM system as required.

Staff Training RCHC is committed to the education of our employees. RCHC mandates that all direct care staff (both CHHAs and DCPs) complete and pass a written competency test and a hands-on evaluation before being assigned clients. If a staff member does not pass an evaluation for a specific task, then they cannot perform that task without supervision until they pass an evaluation. In addition, each of our staff members and the programs of care for each client will be supervised by our registered professional nurse in accordance with New Jersey regulations.

Direct care staff also receive new hire orientation and 12 hours of in-service annually, and receive mentoring and supervision from our management staff on an ongoing basis. Staff complete competency testing prior to providing care and must score 70 percent or better on New Employee Compliance Training. Training is available to employees through traditional lecture/classroom setting, online through self-study training modules, and through video. Our newly developed ResCare Talent System allows for flexible, cloud-based delivery and tracking of training through virtual classrooms, mobile learning, and competency testing.

RCHC maintains individual personnel records that include documentation of training, competency testing, regulatory licensing/certification, supervisory visits, and performance evaluations.

Customer Satisfaction In addition to ongoing visits and operational reviews, RCHC measures service quality through customer satisfaction. The CSS contacts clients after the initial home visit and periodically thereafter to ask whether they are satisfied with our services, whether we are meeting their needs, and to answer any questions they may have about services. RCHC also uses annual random client satisfaction surveys conducted through Deyta, a third-party firm. The survey questions address staff knowledge, skill, and interaction. Responses are ranked by points, with five points being the highest level of reported satisfaction. This information is reviewed by the Director of

Operations/General Manager and prompt investigation and corrective action are taken where needed.

Survey results show that RCHC is a preferred provider with a reputation of outstanding service and commitment to our client's health and safety. For the first six months of 2015, our New Jersey operations received an aggregate score of 4.13.

Complaints and Grievances The RCHC supervisor reviews RCHC's complaint and grievance policy with the client during the initial home visit. The client or family representative signs a "Client Acknowledgment" acknowledging receipt of the complaint and grievance process and Client Rights and Responsibilities.

Families are asked to first address their complaints to their assigned direct care staff when the complaint concerns the direct care staff. If for any reason, the direct care staff's response does not adequately address the issue or the issue is unrelated to the direct care staff, the client should contact the Branch Manager as the next step. If the Branch Manager's response is unsatisfactory, the complaint is escalated to the Executive Director. If the complaint is made in writing, the family is entitled to a written response within five working days. If the family is still not satisfied with RCHC's response, we escalate the concern to RCHC's Director of Operations/General Manager. All client complaints are documented. We take complaints and concerns very seriously and investigate them in a timely manner.

Continuous Quality Improvement Ongoing quality service delivery is important to RCHC and we maintain a high level of commitment to quality assurance. Within the quality assurance plan, there are several mechanisms in place to review operations, ensure accountability, and continually improve our services.

On an ongoing basis, we use supervisory visits, client calls, and Point of Care for monitoring in-home services.

Supervisory visits serve to ensure that the assigned direct care staff is meeting the needs of the client and performing tasks according to the care plan as well as to remedy any areas of deficiency. During the supervisory visit, if there are any concerns that need to be brought to the attention of the Division of Senior Services, the Branch Manager or Director of Nursing initiate a call to discuss the issue. Any concerns noted regarding the direct care professional are addressed promptly.

The CSS's follow up calls to clients check for customer satisfaction and solicit client input throughout service delivery. Contacts with clients are properly documented and any concerns or issues identified are brought to the attention of the Branch Manager and/or Director of Nursing.

RCHC uses our Point of Care system as electronic verification of services provided. Through POC's telephony function, the supervisor is able to track services as they occur. When the direct care staff dials into the system as he/she arrive at the home, the system prompts the supervisor's screen that services have begun. POC provides electronic documentation of services, units provided against units authorized, billing, and other pertinent program information that is used also for program monitoring.

Additionally, the CSS and Branch Manager conduct client file reviews for completeness and accuracy, ensuring that all files have the required documentation. The supervisor also verifies that signed hard copy service records (time sheets)

submitted weekly by direct care staff are against POC system data to ensure accuracy before processing the payroll and invoicing the funding customer.

Best In Class® (BIC) Operational Review. We conduct quarterly self-assessments to verify operational compliance to customer requirements and company policies and procedures, facilitate the continual improvement of site performance, and identify best practices. RCHC branches rate the current effectiveness of their processes in each assessment topic area as well as a combined rating for the site. This creates a blueprint of any areas needing improvement. A major purpose of the review is to identify processes that currently involve systemic non-conformities. External BIC assessments are also conducted by staff outside the operation (for example, corporate or regional quality assurance personnel) at least annually but may be completed at any time at the request of the Director of Operations/General Manager or Operations Officer. Each review comprises 102 performance indicators that are measured and assessed by service type. These performance indicators fall into 11 service standard categories:

- Human Resource Management and Development
- Incident Management
- Promoting Rights and Leadership of People Served
- Quality Improvement Planning/Responsive Management Practices
- Environments
- Financial Matters
- Referral Admission Process
- Rights and Responsibilities
- Client Record Documentation
- Administrative
- Performance Improvement

CHAP Accreditation. Our Sparta branch is accredited by CHAP, an independent, nonprofit accrediting body for community-based healthcare organizations. The purpose of CHAP is to define and advance the highest quality of community-based care. Accreditation includes adherence with a set of quality and performance standards above the minimum standard. Monitoring is conducted on all aspects of operations including the company's fiduciary strength and compliance. The external standards and on-site validation and consultation by industry experts provide exceptional value to our RCHC New Jersey branches.

PROJECT PERSONNEL:

1. Executive Director
2. Branch Manager
3. Director of Nursing
4. Customer Service Supervisor
5. Certified Home Health Aides
6. Direct Care Professionals

TIMETABLE: January 1, 2016 - December 31, 2016

ATTACHMENT B TO AGREEMENT
COUNTY OF SUSSEX
BOARD OF CHOSEN FREEHOLDERS
DIVISION OF SENIOR SERVICES
ONE SPRING STREET
NEWTON, NJ 07860

1. Title of Project: Certified Home Health Aide Services

2. Type of Application:
New Continuation Revision Supplement

3. Project Director (Name, Title, Department and Address, including Zip Code)

Kathleen Goodling, RN, Executive Director
Res-Care New Jersey, Inc. d/b/a ResCare HomeCare
350 Sparta Avenue, Suite B6B
Sparta, New Jersey 07871

4. Applicant Agency (Name and Address, including Zip Code)

Res-Care New Jersey, Inc. d/b/a ResCare HomeCare
350 Sparta Avenue, Suite B6B
Sparta, New Jersey 07871

5. Name, Title, Address of Official Authorized to Sign for Applicant Agency:

Kathleen Goodling, Executive Director
Res-Care New Jersey, Inc. d/b/a ResCare HomeCare
350 Sparta Avenue, Suite B6B
Sparta, New Jersey 07871

6.	Dates of: Amount	From	Through	
A. Project Period		1-1-16	12-31-16	
B. Budget Year		1-1-16	12-31-16	\$31,019.00

7. Type of Organization:
Public Agency
Other For-Profit Agency

8. Payee (Specify to Whom Checks should be sent - Name, Title, Address)

Kathleen Goodling, RN, Executive Director
Res-Care New Jersey, Inc. d/b/a ResCare HomeCare
350 Sparta Avenue, Suite B6B
Sparta, New Jersey 07871

9. For County Use Only:

A.	Total Project Costs	\$ 36,914.00
B.	Project Income	300.00
C.	Project Net Costs (Line A Less Line B)	\$ 36,614.00
D.	Local Non-Federal Participation (In-Kind)	\$ 5,595.00
E. Funds Requested (Line C Less Line D)		\$ 31,019.00

PROJECT BUDGET

<u>Categories</u>	<u>Cash</u>	<u>In-Kind</u>	<u>Total</u>
Other Costs			
Certified Home Health Aide			
1,748 units @ \$19.00	\$ 36,914.00		\$ 36,914.00
37 RN Assessments			
Total Other Costs	\$ 36,914.00		\$ 36,914.00
TOTAL NET COSTS	\$ 36,914.00		\$ 36,914.00
Total Budget		<u>36,914.00</u>	
Total Projected Units of Service		<u>1,748</u>	
		<u>37 RN Assessments</u>	
Cost of Unit (Budget divided by Units of Service)		<u>19.00</u>	
		<u>\$100.00 Initial</u>	
		<u>Assessment by RN</u>	

Supporting Budget Schedule
(subject to paragraph 15)

LOCAL NON-FEDERAL PARTICIPATION

SOURCE	AMOUNT
Cash Resources	
Title IIIB	\$ 7,823.00
COLA Funds	5,149.00
State Match B-D	438.00
Title IIIE	15,016.00
State Match E	2,593.00
<hr/> <hr/>	
Subtotal	\$ 31,019.00
<hr/> <hr/>	
In-Kind Resources	
Insurance and Building Space	\$ 3,215.00
<hr/>	
Subtotal	\$ 3,215.00
<hr/> <hr/>	
Estimated Income (Include Services)	
RCHC	\$ 2,380.00
Client Income	\$ 300.00
<hr/> <hr/>	
Subtotal	\$ 2,680.00
<hr/> <hr/>	
Total	\$36,914.00

**COUNTY OF SUSSEX
DEPARTMENT OF HUMAN SERVICES**

This CONTRACT is effective as of the date recorded on the signature page between the County of Sussex and Res-Care New Jersey, Inc. d/b/a ResCare HomeCare hereafter identified as the Provider Agency.

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

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

THEREFORE the County and the Provider Agency agree as follows:

I. DEFINITIONS

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

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

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

Notice means an official written communication between the County and the Provider Agency. All Notices shall be delivered and directed to the persons and addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

Termination means an official cessation of this Contract, resulting either from routine expiration or from action taken by the County or the Provider Agency, in accordance with provisions contained in this Contract, to nullify the Contract prior to term.

II. BASIC OBLIGATIONS OF THE COUNTY

Section 2.01 Payment. As established in the Annex(es), payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the County in accordance with the time frames specified in the Annex(es). Total payments shall not exceed the maximum Contract amount, if any specified in the Annex(es). All payments authorized by the County under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.07 Audit or on the basis of a County monitoring or evaluation of the Contract.

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

III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

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

Section 3.02 Reporting. The Provider Agency shall submit to the County programmatic and financial reports on forms provided by the County. The reporting frequency and due date(s) are specified and sample forms to be used are included in the Annex(es).

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

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

Section 3.04 Affirmative Action.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

Exhibit A attached hereto (2 pages)

Section 3.05 County Policies and Procedures. In the administration of this Contract, the Provider Agency shall comply with all applicable policies and procedures issued by the County, including, but not limited to, the policies and procedures contained in the State's Contract Reimbursement Manual (as from time to time amended) and the State's Contract Policy and Information Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to terminate this Contract.

Section 3.06 Financial Management System. The Provider Agency's financial management system shall provide for the following:

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

Section 3.07 Audit. At any time during the Contract term, the Provider Agency's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the Provider Agency under Section 5.02 Assignment and Subcontracts may be subject to audit by the County, by any other

appropriate unit or agency of State or federal government, and/or by a private firm or firms retained or approved by the County for such purpose.

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

The County may require submission of the Provider Agency's annual organization-wide audit.

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

Section 3.08 Business Registration. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

IV. TERMINATION

Section 4.01 Termination by Provider Agency. The Provider Agency may terminate this Contract upon 60 calendar days' advance Notice to the County. If the Contract is terminated under this section, the Provider Agency shall settle all accounts with the County in the manner specified by the County and shall be subject to a final audit under Section 3.07 Audit.

Section 4.02 Termination for Cause. If the Provider Agency is not or has not been in compliance with any provision(s) of this Contract, the County may, by Notice, place the Provider Agency in default of the Contract and, in accordance with County policy and procedures, may reduce Contract funding or terminate the Contract.

Section 4.03 Reduction or Termination Due to Fiscal Constraints. Anything to the contrary in this Contract notwithstanding, the parties recognize and agree that the County's ability to honor the terms and conditions of this Contract is contingent upon receipt of federal funds and/or appropriations of the State Legislature. If during the term of this Contract, therefore, the federal and/or the State government reduces its allocation to the County, the County reserves the right, upon Notice to the Provider Agency, to reduce or terminate the Contract.

V. MISCELLANEOUS

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

Section 5.02 Assignment and subcontracts. This Contract may not be assigned by the Provider Agency, in whole or in part, without the prior written consent of the County. Such consent, if granted, shall not relieve the Provider Agency of its responsibilities under the Contract. All approved assignments and subcontracts shall become part of this contract, and the Provider Agency shall bear full responsibility, without recourse to the State (including the County), for their performance. The Provider Agency shall forward copies of all assignment and subcontract documents to the County and shall retain copies of them on file together with this Contract.

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

Section 5.04 Insurance. The Provider Agency shall maintain adequate insurance coverage. The County shall be included as an additional named insured on any insurance policy applicable to this Contract. Should the Provider Agency fail to pay any premium on any insurance policy when due, the County may pay the premium and, upon Notice to the Provider Agency, reduce payment to the Provider Agency by the amount of the premium payment.

Section 5.05 Indemnification. The Provider Agency shall defend, indemnify and otherwise save harmless the County, its agencies, departments, bureaus, boards, officials and employees from any and all claims or actions at law, whether for personal injury, property damage or liabilities, including the costs of defense (a) which arise from acts or omissions, whether negligent or not, of the Provider Agency or its agents, employees, servants, subcontractors, material suppliers or others working for the Provider Agency, irrespective of whether such risks are within or beyond the control of the Provider Agency, or (b) which arise from any failure to performance.

Notwithstanding the Provider Agency's responsibilities outlined above in this section, the County reserves the right to provide its own attorney(s) to assist in the defense of any legal actions which may arise as a result of this Contract.

Section 5.06 Statement of Non-Influence. No person employed by the County has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the Provider Agency or any representative thereof in order to influence the awarding or administration of this Contract.

Section 5.07 Exercise of Rights. A failure or a delay on the part of the County or the Provider Agency in exercising any right, power or privilege under this Contract shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

Section 5.08 Sufficiency of Funds. The provider Agency agrees that this Contract is contingent upon availability of appropriated funding and fulfillment of the following procedure: A contract confirmation letter shall be sent by the County to the Provider Agency prior to the effective date of the contract. That confirmation shall include the Contract term and the negotiated Contract reimbursable ceiling. The confirmation letter shall be signed by the authorized Provider Agency signatory and returned to the office of Finance and Accounting.

The Contract shall not be valid or binding and no payment(s) will be approved until the Office of Finance and Accounting is in receipt of a properly executed confirmation letter from the provider. The Contract term and reimbursable ceiling specified in the contract confirmation letter are hereby incorporated into and made a part of this Contract.

Section 5.09 Collective Bargaining. State and federal law allow employees to organize themselves into a collective bargaining unit.

Funds provided under this Contract shall not be utilized to abridge the rights of employees to organize themselves into a collective bargaining organization or preclude them from negotiating with Provider Agency management.

Section 5.10 Independent Employer Status. Employees of Provider Agencies that Contract with the County are employees of the Provider Agency, not the County.

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

As Such, the Provider Agency acknowledges that it is an independent contractor, providing services to the County, typically through a contract-for-services agreement. As independent contractors, Provider Agencies are responsible for the organization's overall functions which include the overseeing and monitoring of its operations, establishing the salary and benefit levels of its employees, and handling all personnel matters as the employer of its workers.

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

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

VI. CONTRACT SIGNATURES AND DATES

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

BY: _____
(signature)

BY: _____
(signature)

Phillip R. Crabb
TITLE: Freeholder Director

Kathleen Goodling, RN
TITLE: Executive Director

PROVIDER AGENCY:
Res-Care New Jersey, Inc. d/b/a
ResCare HomeCare

ATTEST BY: _____
Catherine M. Williams
Clerk of the Board

CONTRACT EFFECTIVE DATE: 1/1/16
CONTRACT EXPIRATION DATE: 12/31/16
CONTRACT NUMBER: N/A
CONTRACT AMOUNT: \$31,019.00

DEPARTMENTAL COMPONENT: 2016 Area Plan Contract in the amount of \$31,019.00 for the provision of Certified Home Health Aide Services.

COUNTY OF SUSSEX
DIVISION OF
SENIOR SERVICES
ATTACHMENT C TO AGREEMENT

Method of Payment and Reporting Requirements

Payment will be made:

On a reimbursable basis monthly when requisitioned.

No additional payments.

The submissions required for payments include a properly executed County of Sussex payment request with the completed quarterly report(s) specified below:

1. A Request for Reimbursement form
2. A Financial Status Report
3. A Narrative and Programmatic Report
4. Monthly PSST Reports on file with the Office

RESOLUTION RE: AWARD OF CONTRACT BASED ON PROPOSALS RECEIVED THROUGH THE COMPETITIVE CONTRACTING PROCESS FOR THE PROVISION OF SENIOR TRANSPORTATION (STOP) WITH SUSSEX COUNTY OFFICE OF TRANSIT/SKYLANDS RIDE FOR THE PERIOD OF JANUARY 1, 2016 THROUGH DECEMBER 31, 2016

WHEREAS, the request for proposals for the Sussex County Department of Human Services, Division of Senior Services was advertised for the provision of goods and services on August 12, 2015 and publicly received by the Sussex County Bid Proposal Committee on September 10, 2015 pursuant to N.J.S.A. 40A:11-4 et. seq.; and

WHEREAS, the Sussex County Department of Human Services, Division of Senior Services invites Proposals from perspective providers for a broad range of social services for the Senior Citizens of Sussex County. Individual grants will be determined by the Sussex County Department of Human Services, Division of Senior Services and contracts will be awarded by the Board of Chosen Freeholders by Resolution. This proposal will provide the basis for award of the service contracts for calendar years 2016, 2017 and 2018; and

WHEREAS, the process has been followed as outlined in the law and policy directive; and

WHEREAS, the County Treasurer has certified that the funds are subject to the receipt of adequate funds from the State of New Jersey, as evidenced by the attached Treasurer's Certification. All contracts and levels of service are subject to final allocation of funding by the State of New Jersey and the Board of Chosen Freeholders.

NOW, THEREFORE, BE IT RESOLVED that the Freeholder Director and Clerk of the Board are authorized and directed to execute an Agreement with the Sussex County Office of Transit/Skylands Ride for the operation of the Senior Transportation of Older Persons (STOP) Program; and

BE IT FURTHER RESOLVED that said Agreement shall provide up to \$28,422.00 Title IIIB, \$26,464.00 in COLA funds, and \$1,843.00 in Medicaid Match funds, to be supplemented with \$1,500.00 in Project Income for the period of January 1, 2016 through December 31, 2016 subject to the final distribution of funds from the State of New Jersey Department of Human Services, Division of Aging Services; and

BE IT FURTHER RESOLVED that the Clerk of the Board of Chosen Freeholders is directed to provide for the publication of this Resolution awarding said Contract, in summary form, in the New Jersey Herald within 10 days from the adoption hereof; and

BE IT FURTHER RESOLVED that certified copies of this Resolution, together with copies of the Agreement be forwarded to Sussex County Office of Transit/Skylands Ride, Attention: Carol Novrit, One Spring Street, Newton, NJ 07860.

Certified as a true copy of the Resolution adopted by the Board of Chosen Freeholders on the 9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex, New Jersey

CERTIFICATION RE: BUDGET APPROPRIATION FOR AWARDING OF CONTRACT

I, Robert J. Maikis, Jr, Treasurer, County of Sussex, hereby certify to the Clerk, Board of Chosen Freeholders that certification is subject to adequate funds being received from the State of New Jersey and appropriated from the Reserve for Grant Funds in the budget appropriation(s) entitled:

2016 Grant Fund Reserve Title IIIB (01-213-40-670-16-435)	\$28,422.00
COLA Funds (01-213-41-810-16-435)	\$26,464.00
2016 Grant Fund Reserve Medicaid Match (01-213-40-677-16-435)	\$ 1,843.00

for awarding of a contract for:

Senior Transportation of Older Persons (STOP) Program for the Sussex County Office of Transit/Skylands Ride for the period January 1, 2016 through December 31, 2016. Total Title IIIB Funds not to exceed \$28,422.00, \$26,464.00 COLA funds, and \$1,843.00 in Medicaid Match funds.

to: County of Sussex
Office of Transit/Skylands Ride
One Spring Street
Newton, New Jersey 07860

Robert J. Maikis Jr., Treasurer

Dated: December 9, 2015
Requisition #

NOTICE OF CONTRACT AWARDED

The Board of Chosen Freeholders of the County of Sussex has awarded a Contract through competitive contracting pursuant to N.J.S.A. 40A:11-4.5. The Contract and Resolution authorizing same are available for public inspection in the Office of the Clerk of the Board of Chosen Freeholders at any time during regular business hours of said official.

Awarded To:	County of Sussex Office of Transit/Skylands Ride One Spring Street Newton, NJ 07860
Services:	Provision of Senior Transportation under the services of the Area Plan Contract
Approximate Cost:	\$56,729.00
Time Period:	The term of this Contract will be in effect from January 1, 2016 to December 31, 2016.

**BY ORDER OF THE BOARD OF CHOSEN
FREEHOLDERS OF THE COUNTY OF SUSSEX**

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex, New Jersey

Dated: December 9, 2015

COUNTY OF SUSSEX
DIVISION OF
SENIOR SERVICES
AGREEMENT

Area Plan Grant Agreement Number 16-____-__

Date January 1, 2016

Appropriation Code: 01-213-40-670-16-435
 01-213-40-677-16-435
 01-213-41-810-16-435

Project: Sussex County
 Office of Transit/Skylands Ride - STOP

Grantee: County of Sussex

INDEX TO PROVISIONS OF AGREEMENT

General Provisions

1. Term of Agreement
2. Compliance
3. Subcontracts
4. First Amendment Compliance
5. Focal Points
6. Funding Disclosure
7. Other Funds
8. Scope of Service
9. Compensation
10. Method of Payment
11. Books and Records
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15. Unexpended Fund Balances
16. Changes
17. Assignability
18. Discrimination Prohibited
19. Availability of Funds
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Supplementary Provisions

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Attachments

"A" - Scope of Services

"B" - Approved Budget

"C" - Method Payment and Reporting Requirements

"D" – HIPAA Agreement

COUNTY OF SUSSEX
DIVISION OF SENIOR SERVICES
GRANT AGREEMENT

DEFINITIONS:

Project: Sussex County Office of Transit/Skylands Ride
One Spring Street
Newton, New Jersey 07860

Legislative Act: Older American Act of 1965, as Amended

Authorized Appropriation:

Account Title: Title IIIB, Medicaid Match and COLA Funds

Account Code: 01-213-40-670-16-435
01-213-40-677-16-435
01-213-41-810-16-435

Contract Period: Contract period shall mean the Term of Agreement as specified in paragraph number one.

This AGREEMENT, is by and between the Sussex County Board of Chosen Freeholders on behalf of the Sussex County Division of Senior Services, hereinafter referred to as the "County", and Sussex County Office of Transit/Skylands Ride, One Spring Street, Newton, New Jersey, 07860, hereinafter referred to as the "Grantee".

WITNESSETH THAT:

1. Term of Agreement. This Agreement shall be effective as of the 1st day of January, 2016 and shall terminate no later than the 31st day of December, 2016.
2. Compliance. The Grantee agrees that it shall comply with all provisions of the authorizing appropriation, the Act, and any regulations requirements or guidelines which the County may issue, whether explicitly referred to herein or not. It is further agreed that the Grantee shall seek and develop its own source of funding in anticipation of the expiration of this Grant. In no event shall this Grant be construed as a commitment by the County to expend funds beyond the termination date set forth in Paragraph 1.
3. Subcontracts. In accepting this contract, the Recipient shall include the following provisions in sub-contracts, with any subcontractor or third party that utilizes Area Plan funding under this contract. An AAA subcontractor, or third party, utilizing Area Plan funding shall comply with all federal, State, and local laws related to the Older Americans Act.

4. First Amendment Compliance. Funds provided under this contract shall not be utilized in a manner, which would contravene the Establishment Clause of the First Amendment of the United States Constitution. Specifically, these conditions are as follows:

- a) In no event shall the provision of the services to be funded under this agreement be conditioned upon attendance at or participation in religious programs, services, or activities;
- b) Any services to be provided under this agreement shall be essentially secular in nature and scope and in no event shall there be any religious services, counseling, proselytizing, instruction, or other religious influence undertaken in connection with the provision of such services; and
- c) Funds provided under this contract shall not be used for the construction, rehabilitation, or restoration of any facility owned by a religious organization and used, now or in the future, for any religious activity or purpose.

5. Focal Points. Identify, when feasible, a focal point for comprehensive service delivery.

6. Funding Disclosure. Grantee shall disclose all sources and expenditure of funds such agency receives or expends to provide services to older individuals to the State Unit on Aging or the Commissioner for the Department of Human Services upon request.

7. Other Funds. The Grantee shall not use funds provided under this Agreement to replace existing or committed financial support for the same project, except as may be provided by this Agreement or with the express written approval of the County.

8. Scope of Services In consideration of the Grant provided by this Agreement, the Grantee shall, in a satisfactory and proper manner as determined by the County, perform all services specified in Attachment "A".

9. Compensation. The County shall provide to the Grantee a sum not to exceed \$56,729.00 supplemented by \$1,500.00 in Project Income. The Grantee shall expend project funds in accordance with the Approved Budget as set forth on Attachment B, the amounts expended for the Personnel and Consultants which shall not have been expended in accordance with Attachment B shall be credited against and deducted from the total compensation to be paid to the Grantee under this Agreement. Except as shall be more specifically limited on Attachment B, the amounts expended for each of the major cost categories listed on Attachment B may not exceed the approved amount by more than 10% or \$500.00 whichever is greater provided, however, that the total Approved Budget is not exceeded. The express prior written approval of the Administrator, Sussex County Department of Human Services, is necessary to amend any budget category.

10. Method of Payment. The County shall make payments under this Agreement upon the submission of a properly executed Sussex County Official Voucher together with such other documentation as may be required. The manner and form of such submission shall be in accordance with the procedures described on Attachment C, and detailed reimbursement request.

11. Books and Records. The Grantee shall maintain such records and accounts as are deemed necessary by the County to assure a proper accounting for all project funds, County of Sussex, State of New Jersey and non-state shares. These records shall be available for audit and examination by any governmental agency having an interest in the project. The County shall have the right to conduct said audit or examination at any time during the regular working hours of this project. Said records shall be retained for five (5) years after expiration of this Agreement, unless the County, in writing, specifically waives such requirement. The Grantee hereby acknowledges that the County shall carry out such monitoring and evaluation activities as it shall, from time to time, require for proper administration and performance of the Agreement.

12. Reports and Submissions. The Grantees shall submit such reports relating to the activities and the finances of the project as shall be required by the County. The required reports shall be in the form specified on Attachment C. Grantee shall submit a final report within 15 days after the contract period.

13. Travel Expenses. The Grantee, if a public agency, shall charge expenses for travel in accordance with the customary practice in the government of which the agency is a part. If the Grantee is a private Agency, expenses charged for travel shall not exceed those allowable under the State of New Jersey Travel Regulations. In any event, travel expenses shall not be charged in excess of the allowable budget amount.

14. Personal Property. If personal property, including equipment, costing less than one hundred dollars (\$100.00) per item is acquired and used for three (3) years from date of acquisition for approved contract purposes, title to such property shall vest in the Grantee. Personal property, including equipment, costing more than one hundred dollars (\$100.00) or used for less than three (3) years shall be owned by the County. The County, at its option, may, however, permit the Grantee to retain such property, subject to the reimbursement to the County of its cost minus a fair rental value for the period of actual use.

15. Unexpended Fund Balances. The Grantee may incur costs only during the period set forth in paragraph number 1 of this Agreement. Expenditures made before or after these dates shall be disallowed. Funds obligated, but not disbursed at the end of the contract period, shall be liquidated within thirty (30) days after the close of the contract period and any unexpended fund balance remaining shall be returned to the County with the submission of the final report. The County, at its discretion, may authorize the Grantee to use the unexpended grant funds:

- a. for approved grant purposes after the end of the contract period if the project is continuing activity and the County intends to enter into another agreement for a period. Under such circumstances, the amount of the subsequent grant shall be reduced by the amount of the unexpended funds remaining at the end of the previous contract period.
- b. for approved grant purposes, if the County authorizes an extension of the contract period.

In no event shall the Grantee use unexpended funds after the contract period without the expressed written approval of the County.

16. Changes. The County may, from time to time, request changes in the scope of services of the Grantee to be performed hereunder. Such changes, including any increase or decrease in the amount of the Grantee's compensation, which are mutually agreed upon by and between the County and Grantee, must be incorporated in written amendments to this Agreement, and be approved by the Administrator of the Sussex County Department of Human Services.

17. Assignability. The Grantee shall not subcontract any of the work or services covered by this Agreement, nor shall any interest in this Agreement be assigned or transferred, except as may be provided within the terms of this County, and the Administrator of the Sussex County Department of Human Services.

18. Discrimination Prohibited. The Grantee shall not discriminate in the performance of this Agreement because of sex, race, creed, or nation origin. The Grantee agrees to comply with Section 504 of the Rehabilitation Act of 1973.

19. Availability of Funds. The parties hereto recognize that the Grant Agreement, made on behalf of the County, is dependent upon such funding appropriations as may be made by the State of New Jersey, the Federal Government, the County of Sussex or other funding sources; the County shall not be held liable for any breach of this Agreement because of the absence available funding appropriations.

20. Termination. The County may, by giving written notice to the Grantee specifying the effective date, terminate this Agreement in whole or in part for any cause, which shall include but not be limited to:

- a. Utilization of any portion of the appropriation hereunder to employ or otherwise compensate any person employed by the Division of Senior Services who has directly participated in the negotiation or approval of this Agreement;
- b. Discovery of any pecuniary or personal interest by the Grantee, its employees, its officers, its trustees, or its directors in the project, or in any contract emanating from the operation of this project;

- c. Failure, for any reason, of the Grantee to satisfy its obligation under this Agreement;
- d. Submission by the Grantee to the County of reports that are incorrect or incomplete in any material respect;
- e. Any improper or inefficient use of funds, provided under this Agreement;
- f. Failure of the Grantee to permit the County to make an inspection of the administrative or operation facilities of the project;
- g. Conduct or acts of the Grantee and/or its staff which are detrimental to the objectives of this project;
- h. Any violation of the New Jersey Conflicts of Interest Law, N.J.S.A. 52:13D-12 et seq.;
- i. Failure to incorporate into grantees Personnel Policies and Procedures a system of full disclosure of all employees and applicants for employment who have been convicted of a crime.

Upon termination of this Agreement, the Grantee shall forthwith return all proceeds of the grant to the County within thirty (30) days.

21. Insurance. The Grantee does hereby represent that it presently maintains a policy of Liability Insurance in an amount not less than \$1,000,000.00 total arising from any one injury, which policy will cover all services the Grantee will provide under the terms of this Agreement. The Grantee further represents that it shall maintain said policy in full force and effect at all times during the term of this Agreement and shall indemnify and hold harmless the County of Sussex and the Division of Senior Services from any and all claims and damages, including attorneys fees, resulting from the performance of said services. The Grantee shall be obligated to see that a copy of the Liability Insurance Policy currently in force is on file with the Sussex County Department of Human Services at all times. The Grantee agrees to name the County of Sussex as an additional insured on its Liability Insurance Policy and will provide the County of Sussex with a Certificate of Insurance naming the County as an additional insured.

SUPPLEMENTARY PROVISION
(Provisions Numbered 22 and following)

22. The Project Director shall maintain a liaison with the County of Sussex Division of Senior Services.

23. There shall be no requirements to be met by the elderly client and/or participant (any person 60 years of age or over) as a prerequisite to receiving the services of the project.

24. All vehicles operated by the project shall be in accordance with the New Jersey State Motor Vehicle Laws and operated by persons who:

- a. possess a valid New Jersey Drivers License, and
- b. are free from any impairing illness or disability.

25. A sign shall be prominently displayed on all vehicles and in all facilities operated or conjugation with the project stating that the project is funded under Title III of the Older Americans Act of 1965, as amended, through a grant by the Sussex County Division of Senior Services.

26. In like manner, a notation of the above shall appear on all stationery, publications and public information relating to the project and its scope of services.

27. The following regulations concerning publication shall be adhered to by the Grantee:

- a. Any books, reports, pamphlets, papers, or articles receiving support under Title III must contain an acknowledgment of that support.
- b. A copy of the book, reports, pamphlets, papers, or articles must be filed with the Director of the Division of Senior Services, County of Sussex, prior to publication.
- c. The U.S. Department of Health and Human Services Administration on Aging, (hereinafter call AOA) reserves the option to receive free of charge up to 12 copies of any publication published as part of a Title III project, and 2 copies of any publication based on project activities.
- d. Where a project results in a book or other copyrightable material, the author is free to obtain a copyright, but AOA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, or authorize other to use, all such material.

28. Quarterly and statistical reports shall be due every three months of the project period.

29. The Grantee must enter all client information into the automated reporting system (SAM's) for documenting and reporting purposes.
30. Any amendments to this contract can be executed between the Sussex County Division of Senior Services and the Grantee, after review and approval by the Board of Chosen Freeholders, and the Administrator, Sussex County Department of Human Services. Such amendments will be forwarded to the Sussex County Board of Chosen Freeholders after signature by the Grantee and the Sussex County Division of Senior Services.
31. The Grantee shall reinvest all income derived from the program.
32. An audit will be conducted of the Title III programs by the County of Sussex.
33. The Grantee shall comply with the rules of the Sussex County Division of Senior Services Operation Manual concerning Subgrantees.
34. The Grantee shall submit any required quarterly reports within nine (9) days of the last day of the quarter. Failure to file reports will result in withholding of payments.
35. The Grantee shall submit a summary of client satisfaction surveys to the Division of Senior Services at least once per year.
36. The Grantee shall be represented at the Mandatory Quarterly Grantee Meetings as established and planned by the Division of Senior Services.
37. The Grantee shall establish and post a Grievance Procedure in their respective agency, in accordance with guidelines established by the New Jersey Department of Human Services, Division of Aging Services, and the Division of Senior Services. The Grievance Procedure established by the Division of Senior Services is also required to be posted in their respective agency.
38. The Grantee shall submit a copy of its annual independent fiscal audit to the Sussex County Division of Senior Services.
39. The Grantee shall submit information related to clients served through the Agreement either by name, case number or a unique identification code when requested by the Sussex County Division of Senior Services.
40. The Grantee must have an Emergency Preparedness Plan and guide to use in the event of an emergency

41. In the event the Grantee does not perform any of the services, obligations, or responsibilities provided for under this contract, or in the event that the program or service does not attain the objectives as originally proposed or as set forth in this agreement to the satisfaction of the County, then the County may withhold all, or a portion of, any payment to be made under this Agreement, and in addition, may declare this contract null and void. In the event of termination, the County will have no further liability to the Grantee and in no event will the County be liable to pay for services not actually rendered.

IN WITNESS WHEREOF, the Board of Chosen Freeholders and the Grantee have executed this Agreement #16 -00.

Carol A. Novrit
Director

Date

ATTEST:

Board of Chosen Freeholders
of the County of Sussex

Catherine M. Williams, Clerk

Phillip R. Crabb
Freeholder Director

Date

Contract with Sussex County Office of Transit/Skylands Ride for the provision of Senior Transportation for the period of January 1, 2016 to December 31, 2016 in the amount of \$56,729.00.

COUNTY OF SUSSEX
DIVISION OF
SENIOR SERVICES
ATTACHMENT A TO AGREEMENT

GRANTEE: Sussex County Office of Transit/Skylands Ride
STOP (Senior Transportation of Older Persons) Program

GRANTEE ADDRESS: County of Sussex
Office of Transit/Skylands Ride
One Spring Street
Newton, New Jersey 07860

PROJECT TITLE: Senior Transportation for Older Persons

POPULATION TO BE SERVED:
Sussex County residents aged 60 and over.

SERVICE AREA:
Sussex County

OPERATIONAL OBJECTIVE:

STOP's goal is to provide the most efficient, safest and highest quality paratransit services to Sussex County's senior citizens.

DESCRIPTION OF ACTIVITIES TO TAKE PLACE IN CARRYING OUT
OBJECTIVE(S):

Paratransit services will be provided upon request on a first call, first served basis. If the limitations of available resources precludes meeting the request, participant may either re-schedule or be placed on the waiting list for a cancellation.

STOP services are provided upon request from senior citizens registered with the Office of Transit. Any senior aged 60 or over may call the Transit office 48 business hours in advance to request a trip. Trips are provided on a first call, first served basis, and every effort will be made to accommodate everyone who requests transportation. All service is curb to curb. No driver assistance into and out of buildings is allowed by insurance regulation.

PURPOSE:

The project offers mobility to senior citizens in Sussex County. Transportation services provide access to vital services such as nutrition, medical care, shopping, banking, employment, recreation and socialization, as well as community services. All of these are critical in helping Sussex County seniors maintain their independence and continue to participate in the life of their community.

Scope of Services

100% of units of service to be delivered as stipulated in the Area Plan:

Units 3,882 One unit of service equals 1 one-way trip.

Unduplicated number of older persons to be served directly:

Monthly 17 12 months 204

Unduplicated number of minority older persons to be served directly:

Monthly 1 12 months 12

Unduplicated number of low income older persons to be served directly:

Monthly 10 12 months 120

Unduplicated number of frail, older persons to be served directly:

Monthly 7 12 months 84

Unduplicated number of vulnerable persons to be served directly:

Monthly 7 12 months 84

PROJECT PERSONNEL:

- Omnibus Operators
- Keyboarding Clerk 3
- Supervising Omnibus Operators
- Program Coordinator

TIMETABLE:

January 1, 2016 - December 31, 2016

Service available:

Monday - Friday 5:00 am - 6:00 pm except County Holidays for duration of contract period.

ATTACHMENT B TO AGREEMENT
COUNTY OF SUSSEX
BOARD OF CHOSEN FREEHOLDERS
DIVISION OF SENIOR SERVICES
ONE SPRING STREET
NEWTON, NJ 07860

1. Title of Project: Senior Transportation of Older Persons

2. Type of Application:
New Continuation Revision Supplement

3. Project Director (Name, Title, Department and Address, including Zip Code)

Carol A. Novrit
County of Sussex
Office of Transit/Skylands Ride
One Spring Street
Newton, New Jersey 07860

4. Applicant Agency (Name and Address, including Zip Code)

County of Sussex
Office of Transit/Skylands Ride
One Spring Street
Newton, New Jersey 07860

5. Name, Title, Address of Official Authorized to Sign for Applicant Agency:

Carol A. Novrit
County of Sussex
Office of Transit/Skylands Ride
One Spring Street
Newton, New Jersey 07860

6. Dates of:	From	Through	Amount
A. Project Period	1-1-16	12-31-16	
B. Budget Year	1-1-16	12-31-16	\$56,729.00

7. Type of Organization:
Public Agency
Private Non-Profit Agency

8. Payee (Specify to Whom Checks should be sent - Name, Title, Address)
Transfer - County Form - No checks will be issued

9. For County Use Only:

A.	Total Project Costs	\$ 58,229.00
B.	Project Income	1,500.00

C.	Project Net Costs (Line A Less Line B)	56,729.00
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D.	Local Non-Federal Participation	0
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E.	Funds Requested (Line C Less Line D) 100%	56,729.00
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PROJECT BUDGET

Categories	Cash	In-Kind	Total
Other Costs 3,882 units @ \$15.00	\$ 58,229.00		\$ 58,229.00
Total Other Costs	\$ 58,229.00		\$ 58,229.00
TOTAL NET COSTS	\$ 58,229.00		\$ 58,229.00
Total Budget		<u>58,229.00</u>	
Total Projected Units of Service		<u>3,882</u>	
Cost of Unit (Budget divided by Units of Service)		<u>15.00</u>	

SUPPORTING BUDGET SCHEDULE
LOCAL NON-FEDERAL PARTICIPATION
(Subject to Paragraph 15)

SOURCE	AMOUNT
Cash Resources	
Title IIIB	\$28,422.00
COLA Funds	26,464.00
Medicaid Match	1,843.00
Subtotal	\$56,729.00
In-Kind Resources	
	0
Subtotal	\$ 0
Non-Federal Other (Include Services)	
Client Donations	\$ 1,500.00
Subtotal	\$ 1,500.00
Total	\$58,229.00

**COUNTY OF SUSSEX
DEPARTMENT OF HUMAN SERVICES**

This CONTRACT is effective as of the date recorded on the signature page between the County of Sussex and Sussex County Office of Transit/Skyland's Ride hereafter identified as the Provider Agency.

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

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

THEREFORE the County and the Provider Agency agree as follows:

I. DEFINITIONS

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

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

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

Notice means an official written communication between the County and the Provider Agency. All Notices shall be delivered and directed to the persons and addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

Termination means an official cessation of this Contract, resulting either from routine expiration or from action taken by the County or the Provider Agency, in accordance with provisions contained in this Contract, to nullify the Contract prior to term.

II. BASIC OBLIGATIONS OF THE COUNTY

Section 2.01 Payment. As established in the Annex(es), payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the County in accordance with the time frames specified in the Annex(es). Total payments shall not exceed the maximum Contract amount, if any specified in the Annex(es). All payments authorized by the County under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.07 Audit or on the basis of a County monitoring or evaluation of the Contract.

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

III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

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

Section 3.02 Reporting. The Provider Agency shall submit to the County programmatic and financial reports on forms provided by the County. The reporting frequency and due date(s) are specified and sample forms to be used are included in the Annex(es).

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

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

Section 3.04 Affirmative Action.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

Exhibit A attached hereto (2 pages)

Section 3.05 County Policies and Procedures. In the administration of this Contract, the Provider Agency shall comply with all applicable policies and procedures issued by the County, including, but not limited to, the policies and procedures contained in the State's Contract Reimbursement Manual (as from time to time amended) and the State's Contract Policy and Information Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to terminate this Contract.

Section 3.06 Financial Management System. The Provider Agency's financial management system shall provide for the following:

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

Section 3.07 Audit. At any time during the Contract term, the Provider Agency's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the Provider Agency under Section 5.02 Assignment and Subcontracts may be subject to audit by the County, by any other

appropriate unit or agency of State or federal government, and/or by a private firm or firms retained or approved by the County for such purpose.

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

The County may require submission of the Provider Agency's annual organization-wide audit.

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

Section 3.08 Business Registration. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

IV. TERMINATION

Section 4.01 Termination by Provider Agency. The Provider Agency may terminate this Contract upon 60 calendar days' advance Notice to the County. If the Contract is terminated under this section, the Provider Agency shall settle all accounts with the County in the manner specified by the County and shall be subject to a final audit under Section 3.07 Audit.

Section 4.02 Termination for Cause. If the Provider Agency is not or has not

been in compliance with any provision(s) of this Contract, the County may, by Notice, place the Provider Agency in default of the Contract and, in accordance with County policy and procedures, may reduce Contract funding or terminate the Contract.

Section 4.03 Reduction or Termination Due to Fiscal Constraints. Anything to the contrary in this Contract notwithstanding, the parties recognize and agree that the County's ability to honor the terms and conditions of this Contract is contingent upon receipt of federal funds and/or appropriations of the State Legislature. If during the term of this Contract, therefore, the federal and/or the State government reduces its allocation to the County, the County reserves the right, upon Notice to the Provider Agency, to reduce or terminate the Contract.

V. MISCELLANEOUS

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

Section 5.02 Assignment and subcontracts. This Contract may not be assigned by the Provider Agency, in whole or in part, without the prior written consent of the County. Such consent, if granted, shall not relieve the Provider Agency of its responsibilities under the Contract. All approved assignments and subcontracts shall become part of this contract, and the Provider Agency shall bear full responsibility, without recourse to the State (including the County), for their performance. The Provider Agency shall forward copies of all assignment and subcontract documents to the County and shall retain copies of them on file together with this Contract.

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

Section 5.04 Insurance. The Provider Agency shall maintain adequate insurance coverage. The County shall be included as an additional named insured on any insurance policy applicable to this Contract. Should the Provider Agency fail to pay any premium on any insurance policy when due, the County may pay the premium and, upon Notice to the Provider Agency, reduce payment to the Provider Agency by the amount of the premium payment.

Section 5.05 Indemnification. The Provider Agency shall defend, indemnify and otherwise save harmless the County, its agencies, departments, bureaus, boards, officials and employees from any and all claims or actions at law, whether for personal injury, property damage or liabilities, including the costs of defense (a) which arise from acts or omissions, whether negligent or not, of the Provider Agency or its agents, employees, servants, subcontractors, material suppliers or others working for the Provider Agency, irrespective of whether such risks are within or beyond the control of the Provider Agency, or (b) which arise from any failure to performance.

Notwithstanding the Provider Agency's responsibilities outlined above in this section, the County reserves the right to provide its own attorney(s) to assist in the defense of any legal actions which may arise as a result of this Contract.

Section 5.06 Statement of Non-Influence. No person employed by the County has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the Provider Agency or any representative thereof in order to influence the awarding or administration of this Contract.

Section 5.07 Exercise of Rights. A failure or a delay on the part of the County or the Provider Agency in exercising any right, power or privilege under this Contract shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

Section 5.08 Sufficiency of Funds. The provider Agency agrees that this Contract is contingent upon availability of appropriated funding and fulfillment of the following procedure: A contract confirmation letter shall be sent by the County to the Provider Agency prior to the effective date of the contract. That confirmation shall include the Contract term and the negotiated Contract reimbursable ceiling. The confirmation letter shall be signed by the authorized Provider Agency signatory and returned to the office of Finance and Accounting.

The Contract shall not be valid or binding and no payment(s) will be approved until the Office of Finance and Accounting is in receipt of a properly executed confirmation letter from the provider. The Contract term and reimbursable ceiling specified in the contract confirmation letter are hereby incorporated into and made a part of this Contract.

Section 5.09 Collective Bargaining. State and federal law allow employees to organize themselves into a collective bargaining unit.

Funds provided under this Contract shall not be utilized to abridge the rights of employees to organize themselves into a collective bargaining organization or preclude them from negotiating with Provider Agency management.

Section 5.10 Independent Employer Status. Employees of Provider Agencies that Contract with the County are employees of the Provider Agency, not the County.

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

As Such, the Provider Agency acknowledges that it is an independent contractor, providing services to the County, typically through a contract-for-services agreement. As independent contractors, Provider Agencies are responsible for the organization's overall functions which include the overseeing and monitoring of its operations, establishing the salary and benefit levels of its employees, and handling all personnel matters as the employer of its workers.

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

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

VI. CONTRACT SIGNATURES AND DATES

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

BY: _____
(signature)

BY: _____
(signature)

Phillip R. Crabb
TITLE: Freeholder Director

Carol A. Novrit
TITLE: Director

PROVIDER AGENCY:
Sussex County Office of
Transit/Skyland's Ride

ATTEST BY: _____
Catherine M. Williams
Clerk of the Board

CONTRACT EFFECTIVE DATE: 1/1/16
CONTRACT EXPIRATION DATE: 12/31/16
CONTRACT NUMBER: N/A
CONTRACT AMOUNT: \$56,729.00

DEPARTMENTAL COMPONENT: 2016 Area Plan Contract in the amount of \$56,729.00 for the provision of Senior Transportation.

COUNTY OF SUSSEX
DIVISION OF
SENIOR SERVICES
ATTACHMENT C TO AGREEMENT

Method of Payment and Reporting Requirements

Payment will be made:

On a reimbursable basis monthly when requisitioned.

No additional payments.

The submissions required for payments include a properly executed County of Sussex payment request with the completed quarterly report(s) specified below:

1. A Request for Reimbursement form
2. A Financial Status Report
3. A Narrative and Programmatic Report
4. Monthly PSST Reports on file with the Office

RESOLUTION RE: AWARD OF CONTRACT BASED ON PROPOSALS RECEIVED THROUGH THE COMPETITIVE CONTRACTING PROCESS FOR THE PROVISION OF ASSISTED TRANSPORTATION WITH CATHOLIC FAMILY & COMMUNITY SERVICES FOR THE PERIOD OF JANUARY 1, 2016 TO DECEMBER 31, 2016

WHEREAS, the request for proposals for the Sussex County Department of Human Services, Division of Senior Services was advertised for the provision of goods and services on August 12, 2015 and publicly received by the Sussex County Bid Proposal Committee on September 10, 2015 pursuant to N.J.S.A. 40A:11-4 et seq.; and

WHEREAS, the Sussex County Department of Human Services, Division of Senior Services invites Proposals from perspective providers for a broad range of social services for the Senior Citizens of Sussex County. Individual grants will be determined by the Sussex County Department of Human Services, Division of Senior Services and contracts will be awarded by the Board of Chosen Freeholders by Resolution. This proposal will provide the basis for award of the service contracts for calendar years 2016, 2017 and 2018; and

WHEREAS, the process has been followed as outlined in the law and policy directive; and

WHEREAS, the County Treasurer has certified that the funds are subject to the receipt of adequate funds from the State of New Jersey, as evidenced by the attached Treasurer's Certification. All contracts and levels of service are subject to final allocation of funding by the State of New Jersey and the Board of Chosen Freeholders.

NOW, THEREFORE, BE IT RESOLVED that the Freeholder Director and the Clerk of the Board are authorized and directed to execute an Agreement with Catholic Family & Community Services, for the provision of Assisted Transportation; and

BE IT FURTHER RESOLVED that said Agreement shall provide up to \$13,833.00 in COLA funds, \$3,351.00 in Title III E funds and \$3,529.00 State Match E funds to be supplemented by \$4,000.00 Client Income and \$26,800.00 in Other income for the period of January 1, 2016 through December 31, 2016; and

BE IT FURTHER RESOLVED that the Clerk of the Board of Chosen Freeholders is directed to provide for the publication of this Resolution awarding said Contract, in summary form, in the New Jersey Herald within 10 days from the adoption hereof; and

BE IT FURTHER RESOLVED that certified copies of this Resolution, together with copies of the Agreement, be forwarded to Catholic Family & Community Services, Attention: Diane Silbernagel, 24 DeGrasse Street, Paterson, NJ 07505.

Certified as a true copy of the Resolution adopted by the Board of Chosen Freeholders on the 9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex, New Jersey

CERTIFICATION RE: BUDGET APPROPRIATION FOR AWARDING OF CONTRACT

I, Robert J. Maikis, Jr., Treasurer, County of Sussex, hereby certify to the Clerk, Board of Chosen Freeholders that certification is subject to adequate funds being received from the State of New Jersey and appropriated from the Reserve for Grant Funds in the budget appropriation(s) entitled:

2016 Reserve for Grant Funds 2016 COLA Funds (01-213-41-810-16-435)	\$13,833.00
2016 Title III E Funds (01-213-40-676-16-435)	\$ 3,351.00
2016 State Match E funds (01-213-41-806-16-435)	\$ 3,529.00

for awarding of a contract for:

Catholic Family & Community Services, for the provision of Assisted Transportation for the period January 1, 2016 through December 31, 2016. Total COLA funds not to exceed \$13,833.00, \$3,351.00 Title III E Funds, and \$3,529.00 in State Match E funds.

to: Catholic Family & Community Services
24 DeGrasse Street
Paterson, New Jersey 07505

Robert J. Maikis, Jr., Treasurer

Dated: December 9, 2015
Requisition

NOTICE OF CONTRACT AWARDED

The Board of Chosen Freeholders of the County of Sussex has awarded a Contract through competitive contracting pursuant to N.J.S.A. 40A:11-4.5. The Contract and Resolution authorizing same are available for public inspection in the Office of the Clerk of the Board of Chosen Freeholders at any time during regular business hours of said official.

Awarded To:	Catholic family & Community Services 24 DeGrasse Street Paterson, NJ 07505
Services:	Provision of Assisted Transportation under the services of the Area Plan Contract
Approximate Cost:	\$20,713.00
Time Period:	The term of this Contract will be in effect from January 1, 2016 to December 31, 2016.

**BY ORDER OF THE BOARD OF CHOSEN
FREEHOLDERS OF THE COUNTY OF SUSSEX**

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex, New Jersey

Dated: December 9, 2015

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General Provisions

1. Term of Agreement
2. Compliance
3. Subcontracts
4. First Amendment Compliance
5. Focal Points
6. Funding Disclosure
7. Other Funds
8. Scope of Service
9. Compensation
10. Method of Payment
11. Books and Records
12. Reports and Submissions
13. Travel Expenses
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15. Unexpended Fund Balances
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"B" - Approved Budget

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COUNTY OF SUSSEX
DIVISION OF
SENIOR SERVICES
AGREEMENT

DEFINITIONS:

Project: Catholic Family & Community Services
24 DeGrasse Street
Paterson, New Jersey 07505

Legislative Act: Older American Act of 1965, as Amended

Authorized Appropriation:

Account Title: Assisted Transportation –COLA funds, County
funds, Title III E funds and State Match E funds

Account Code: 01-213-41-810-16-435
01-213-40-676-16-435
01-213-41-806-16-435

Contract Period: Contract period shall mean the Term of Agreement as specified in
paragraph number one.

This AGREEMENT, is by and between the Sussex County Board of Chosen Freeholders on behalf of the Sussex County Division of Senior Services, hereinafter referred to as the "County", and Catholic Family & Community Services, 24 DeGrasse Street, Paterson, New Jersey 07505, hereinafter referred to as the "Grantee".

WITNESSETH THAT:

1. Term of Agreement. This Agreement shall be effective as of the 1st day of January, 2016 and shall terminate no later than the 31st day of December, 2016.
2. Compliance. The Grantee agrees that it shall comply with all provisions of the authorizing appropriation, the Act, and any regulation requirements or guidelines which the County may issue, whether explicitly referred to herein or not. It is further agreed that the Grantee shall seek and develop its own source of funding in anticipation of the expiration of this Grant. In no event shall this Grant be construed as a commitment by the County to expend funds beyond the termination date set forth in Paragraph 1.
3. Subcontracts. In accepting this contract, the Recipient shall include the following provisions in sub-contracts, with any subcontractor or third party that utilizes Area Plan funding under this contract. An AAA subcontractor, or third party, utilizing Area Plan funding shall comply with all federal, State, and local laws related to the Older Americans Act.

4. First Amendment Compliance. Funds provided under this contract shall not be utilized in a manner, which would contravene the Establishment Clause of the First Amendment of the United States Constitution. Specifically, these conditions are as follows:

- a) In no event shall the provision of the services to be funded under this agreement be conditioned upon attendance at or participation in religious programs, services, or activities;
- b) Any services to be provided under this agreement shall be essentially secular in nature and scope and in no event shall there be any religious services, counseling, proselytizing, instruction, or other religious influence undertaken in connection with the provision of such services; and
- c) Funds provided under this contract shall not be used for the construction, rehabilitation, or restoration of any facility owned by a religious organization and used, now or in the future, for any religious activity or purpose.

5. Focal Points. Identify, when feasible, a focal point for comprehensive service delivery.

6. Funding Disclosure. Grantee shall disclose all sources and expenditure of funds such agency receives or expends to provide services to older individuals to the State Unit on Aging or the Commissioner for the Department of Human Services upon request.

7. Other Funds. The Grantee shall not use funds provided under this Agreement to replace existing or committed financial support for the same project, except as may be provided by this Agreement or with the express written approval of the County.

8. Scope of Services. In consideration of the Grant provided by this Agreement, the Grantee shall, in a satisfactory and proper manner as determined by the County, perform all services specified in Attachment "A".

9. Compensation. The County shall provide to the Grantee a sum not to exceed \$13,833.00 COLA funds, \$3,351.00 Title III E funds and \$3,529.00 in State Match E funds. Grantee shall expend project funds in accordance with the Approved Budget as set forth on Attachment B, the amounts expended for the Personnel and Consultants which shall not have been expended in accordance with Attachment B shall be credited against and deducted from the total compensation to be paid to the Grantee under this Agreement. Except as shall be more specifically limited on Attachment B, the amounts expended for each of the major cost categories listed on Attachment B may not exceed the approved amount by more than 10% or \$500.00 whichever is greater provided, however, that the total Approved Budget is not exceeded. The express prior written approval of the Administrator, Department of Human Services, is necessary to amend any budget category.

10. Method of Payment. The County shall make payments under this Agreement upon the submission of a properly executed Sussex County Official Voucher together with such other documentation as may be required. The manner and form of such submission shall be in accordance with the procedures described on Attachment C, and detailed reimbursement request.

11. Books and Records. The Grantee shall maintain such records and accounts as are deemed necessary by the County to assure a proper accounting for all project funds, County of Sussex, State of New Jersey and non-state shares. These records shall be available for audit and examination by any governmental agency having an interest in the project. The County shall have the right to conduct said audit or examination at any time during the regular working hours of this project. Said records shall be retained for five (5) years after expiration of this Agreement, unless the County, in writing, specifically waives such requirement. The Grantee hereby acknowledges that the County shall carry out such monitoring and evaluation activities as it shall, from time to time, require for proper administration and performance of the Agreement.

12. Reports and Submissions. The Grantees shall submit such reports relating to the activities and the finances of the project as shall be required by the County. The required reports shall be in the form specified on Attachment C. Grantee shall submit a final report within 15 days after the contract period.

13. Travel Expenses. The Grantee, if a public agency, shall charge expenses for travel in accordance with the customary practice in the government of which the agency is a part. If the Grantee is a private Agency, expenses charged for travel shall not exceed those allowable under the State of New Jersey Travel Regulations. In any event, travel expenses shall not be charged in excess of the allowable budget amount.

14. Personal Property. If personal property, including equipment, costing less than one hundred dollars (\$100.00) per item is acquired and used for three (3) years from date of acquisition for approved contract purposes, title to such property shall vest in the Grantee. Personal property, including equipment, costing more than one hundred dollars (\$100.00) or used for less than three (3) years shall be owned by the County. The County, at its option, may, however, permit the Grantee to retain such property, subject to the reimbursement to the County of its cost minus a fair rental value for the period of actual use.

15. Unexpended Fund Balances. The Grantee may incur costs only during the period set forth in paragraph number 1 of this Agreement. Expenditures made before or after these dates shall be disallowed. Funds obligated, but not disbursed at the end of the contract period, shall be liquidated within thirty (30) days after the close of the contract period and any unexpended fund balance remaining shall be returned to the County with the submission of the final report. The County, at its discretion, may authorize the Grantee to use the unexpended grant funds:

- a. for approved grant purposes after the end of the contract period if the project is continuing activity and the County intends to enter into another agreement for a period. Under such circumstances, the amount of the subsequent grant shall be reduced by the amount of the unexpended funds remaining at the end of the previous contract period.
- b. for approved grant purposes, if the County authorizes an extension of the contract period.

In no event shall the Grantee use unexpended funds after the contract period without the expressed written approval of the County.

16. Changes. The County may, from time to time, request changes in the scope of services of the Grantee to be performed hereunder. Such changes, including any increase or decrease in the amount of the Grantee's compensation, which are mutually agreed upon by and between the County and Grantee, must be incorporated in written amendments to this Agreement, and be approved by the Administrator of the Department of Human Services.

17. Assignability. The Grantee shall only subcontract work or services as provided within the terms of this Agreement with the County and the Administrator of the Department of Human Services.

18. Discrimination Prohibited. The Grantee shall not discriminate in the performance of this Agreement because of sex, race, creed or national origin. The Grantee agrees to comply with Section 504 of the Rehabilitation Act of 1973.

19. Availability of Funds. The parties hereto recognize that the Grant Agreement, made on behalf of the County, is dependent upon such funding appropriations as may be made by the State of New Jersey, the Federal Government, the County of Sussex or other funding sources; the County shall not be held liable for any breach of this Agreement because of the absence of available funding appropriations.

20. Termination. The County may, by giving written notice to the Grantee specifying the effective date, terminate this Agreement in whole or in part for any cause, which shall include but not be limited to:

- a. Utilization of any portion of the appropriation hereunder to employ or otherwise compensate any person employed by the Division of Senior Services who has directly participated in the negotiation or approval of this Agreement;
- b. Discovery of any pecuniary or personal interest by the Grantee, its employees, its officers, its trustees, or its directors in the project, or in any contract emanating from the operation of this project;
- c. Failure, for any reason, of the Grantee to satisfy its obligation under this Agreement;

- d. Submission by the Grantee to the County of reports that are incorrect or incomplete in any material respect;
- e. Any improper or inefficient use of funds, provided under this Agreement;
- f. Failure of the Grantee to permit the County to make an inspection of the administrative or operation facilities of the project;
- g. Conduct or acts of the Grantee and/or its staff which are detrimental to the objectives of this project;
- h. Any violation of the New Jersey Conflicts of Interest Law, N.J.S.A.52:13D-12 et seq.;

Upon termination of this Agreement, the Grantee shall forthwith return all proceeds of the grant to the County within thirty (30) days.

21. Insurance. The Grantee does hereby represent that it presently maintains a policy of Liability Insurance in an amount not less than \$ 1,000,000 total arising from any one injury, which policy will cover all services the Grantee will provide under the terms of this Agreement. The Grantee further represents that it shall maintain said policy in full force and effect at all times during the term of this Agreement and shall indemnify and hold harmless the County of Sussex and the Division of Senior Services from any and all claims and damages, including attorneys fees, resulting from the performance of said services. The Grantee shall be obligated to see that a copy of the Liability Insurance Policy currently in force is on file with the Department of Human Services at all times. The Grantee agrees to name the County of Sussex as an additional insured on its Liability Insurance Policy and will provide the County of Sussex with a Certificate of Insurance naming the County as an additional insured.

SUPPLEMENTARY PROVISION
(Provisions Numbered 22 and following)

22. The Project Director shall maintain a liaison with the County of Sussex Division of Senior Services.

23. There shall be no requirements to be met by the elderly client and/or participant (any person 60 years of age or over) as a prerequisite to receiving the services of the project other than residency with the County of Sussex.

24. All vehicles operated by the project shall be in accordance with the New Jersey State Motor Vehicle Laws operated by persons who:

- a. possess a valid New Jersey Drivers License, and
- b. are free from any impairing illness or disability.

25. A sign shall be prominently displayed on all vehicles and in all facilities operated or conjugation with the project stating that the project is funded under Title III of the Older Americans Act of 1965, as amended, through a grant by the Sussex County Division of Senior Services.

26. In like manner, a notation of the above shall appear on all stationery, publications and public information relating to the project and its scope of services.

27. The following regulations concerning publication shall be adhered to by the Grantee:

- a. Any books, reports, pamphlets, papers, or articles receiving support under Title III must contain an acknowledgment of that support.
- b. A copy of the book, reports, pamphlets, papers, or articles must be filed with the Director of the Division of Senior Services, County of Sussex, prior to publication.
- c. The U.S. Department of Health and Human Services Administration on Aging, (hereinafter call AOA) reserves the option to receive free of charge up to 12 copies of any publication published as part of a Title III project, and 2 copies of any publication based on project activities.
- d. Where a project results in a book or other copyrightable material, the author is free to obtain a copyright, but AOA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, or authorize others to use, all such material.

28. Quarterly and statistical reports shall be due every three months of the project period to the Division of Senior Services.

29. The Grantee must enter all client information into the automated reporting system (SAM's) for documenting and reporting purposes.
30. Any amendments to this agreement can be executed between the Sussex County Division of Senior Services and the Grantee, after review and approval by the Board of Chosen Freeholders, and the Administrator, Department of Human Services. Such amendments will be forwarded to the Sussex County Board of Chosen Freeholders after signature by the Grantee and the Sussex County Division of Senior Services.
31. The Grantee shall reinvest all income derived from the program.
32. An audit will be conducted of the Title III programs by the County of Sussex.
33. The Grantee shall comply with the rules of the Sussex County Division of Senior Services Operation Manual concerning Subgrantees.
34. The Grantee shall submit any required quarterly reports within nine (9) days of the last day of the quarter. Failure to file reports will result in withholding of payments.
35. The Grantee shall submit a summary of client satisfaction surveys to the Division of Senior Services at least two times per year.
36. The Grantee shall be represented at the Mandatory Quarterly Grantee Meetings as established and planned by the Division of Senior Services.
37. The Grantee shall establish and post a Grievance Procedure in their respective agency, in accordance with guidelines established by the New Jersey Department of Human Services, Division of Aging Services, and the Division of Senior Services. The Grievance Procedure established by the Division of Senior Services is also required to be posted in their respective agency.
38. The Grantee shall submit a copy of its annual independent fiscal audit to the Sussex County Division of Senior Services.
39. The Grantee shall submit information related to clients served through the Agreement either by name, case number or a unique identification code when requested by the Sussex County Division of Senior Services.
40. The Grantee must have an Emergency Preparedness Plan and guide to use in the event of an emergency.

41. In the event the Grantee does not perform any of the services, obligations, or responsibilities provided for under this contract, or in the event that the program or service does not attain the objectives as originally proposed or as set forth in this agreement to the satisfaction of the County, then the County may withhold all, or a portion of, any payment to be made under this Agreement, and in addition, may declare this contract null and void. In the event of termination, the County will have no further liability to the Grantee and in no event will the County be liable to pay for services not actually rendered.

IN WITNESS WHEREOF, the Board of Chosen Freeholders and the Grantee have executed this Agreement #16- - .

Diane Silbernagel
Executive Director

Date

ATTEST:

Board of Chosen Freeholders
of the County of Sussex

Catherine M. Williams, Clerk

Phillip R. Crabb
Freeholder Director

Date

Contract with Catholic Family & Community Services for the provision of Assisted Transportation for the period of January 1, 2016 to December 31, 2016 in the amount of \$20,713.00.

COUNTY OF SUSSEX
DIVISION OF
SENIOR SERVICES
ATTACHMENT A TO AGREEMENT

GRANTEE: Catholic Family & Community Services

GRANTEE ADDRESS: Catholic Family & Community Services
24 DeGrasse Street
Paterson, New Jersey 07505

PROJECT TITLE: Assisted Transportation

ASSISTED TRANSPORTATION:

The goals of Catholic Family and Community Services in regard to the Sussex County Assisted Transportation Program are as follows:

1. To reduce or prevent early or unnecessary institutionalization of the frail and homebound older adults in Sussex County.
2. To provide an individualized plan of services to these clients to meet the specific needs that we can serve. These services will include the necessary combination of medical transportation, shopping and vital errands that the client is no longer able to perform, and has no support system in place to provide these services.
3. To ease and alleviate the fear of early institutionalization by assuring them that our services will be available to them as needed and these services are provided in a reliable and consistent fashion.

DESCRIPTION OF ACTIVITIES TO TAKE PLACE IN CARRYING OUT OBJECTIVE(S):

The Assisted Transportation Program is managed from the Catholic Family and Community Services, Sussex Division Office located in Franklin, New Jersey. This office is shared with the Meals on Wheels program and the administrative staff are shared between these programs as well. Clients, caregivers, and other referral sources call to request Assisted Transportation services for clients. At the initial request, basic demographic information is taken and an appointment for an initial assessment is scheduled within seven days (7) of the first call. The Client Services Coordinator then conducts the home visit and in-depth personal interview to ensure the client meets the eligibility requirements for the Assisted Transportation Program. The following items are needed to be considered eligible for the program the client must be: a resident of Sussex County; sixty (60) years of age or older; the client is unable to drive and there is family member, other responsible informal caregiver, or other formal transportation program available to the client or capable of providing such services. Additionally, it must be verified that the reasons the client is requesting Assisted Transportation services is for essential errands such as doctor's appointments, food shopping, banking, etc.

Once eligibility is verified, the client can begin receiving Assisted Transportation Services. To request a ride, a client would contact the Transportation Scheduler and advise of the date and time of the appointment or errand that requires Assisted Transportation. Ideally, requests for rides should be placed fourteen (14) days prior to the date the ride is needed. However, CFCS makes every effort to accommodate all rides no matter how little notice is provided. Priority is always given to rides for medical appointments. The Transportation Scheduler arranges rides to maximize the number of requests that can be provided per day. All clients receive a confirmation call to confirm their ride 24 hours prior to the scheduled service. If a client cancels a scheduled ride, the Transportation Scheduler makes every effort to fill the time slot with a requested ride for another client. This ensures maximum efficiency in the program as well as helps to meet the needs of the greatest possible number of clients.

Catholic Family and Community Services (CFCS) has an agency owned vehicle for the Assisted Transportation Program. The Driver utilizes this vehicle to transport all clients. When the Driver arrives to pick up a client, he or she may go into the client's home and, if necessary, personally assist the client from the home and into the car if the client has trouble ambulating. The same assistance can be given when they reach their destination and upon returning home. If necessary, the driver can remain with the client during the appointment or shopping trip, to assist them, if needed. If remaining with the client is not required, the driver may leave the client at their appointment or errand to provide services to another client and return to retrieve the client and take them home at a later time. The Assisted Transportation Program aims to provide services to as many clients as possible, each day, without compromising the individual attention any client may need.

The Assisted Transportation Program offers an individualized approach to client errands, especially as it relates to grocery shopping. As some of the clients are able to get into the supermarket but require assistance with their food shopping due to poor vision which impedes the ability to read labels and prices or the inability to reach items on shelves. In these situations, our driver is able to help them with the selection of their groceries and carrying bags to the car and into the house. The Assisted Transportation Program allows clients to remain involved in their personal selection of groceries for as long as possible and thus promotes client independence and personal dignity. If it is no longer feasible for a client to participate in their own grocery shopping or the client becomes wheelchair bound, the Driver can provide grocery shopping services for the client without the client present. However, the client still exudes personal choice over what is purchased for them by making their own grocery shopping list.

All clients are reassessed on a regular basis, every six months, to determine that they are still in need of Assisted Transportation services and continue to meet the program eligibility criteria. At any subsequent reassessment, if a client appears to no longer need Assisted Transportation Services, no longer meets eligibility criteria for the program, or seems to need more intensive, less independent, services information and referrals are provided to other senior service providers. Additionally, if a client now appears unable to cook for themselves a referral will

be made the CFCS Meals on Wheels Program to obtain Home Delivered Meals for the client.

Catholic Family and Community Services works very closely with other service providers in Sussex County, particularly those who serve older adults. The agencies include the Sussex County Division of Senior Services, local hospitals, home health agencies, local doctors, hospice programs, the Sussex County Board of Social Services, and Sussex County Adult Protective Services. Relationships with these providers help us to connect clients to necessary resources that they may be otherwise unfamiliar with and, in addition, help clients involved with these other providers obtain Home Delivered Meals through referrals to the Meals on Wheels Program. In order to make the greatest impact and to be able to meet the needs of any clients who may need our services, CFCS employees staff who are fluent in Spanish, Italian and Polish as well as English. If CFCS is unable to provide a staff member who speaks the client's primary language. Overall, we work with these providers to be certain that our clients receive the highest quality of care, have their basic needs met, and support the clients' personal dignity and desire to live independently.

INTENDED BENEFICIARIES:

The Assisted Transportation Program serves the frail, homebound older adult residents of Sussex County, who are in need of transportation services to maintain their independence in the community. The clients are not able to access other forms of transportation because of the need of assistance. The Assisted Transportation Program, guided by the Mission of Catholic Family and Community Services, will prioritize clients who are most vulnerable and in need, especially those clients with the most limited resources to meet their own basic needs.

SERVICE AREA:

Shall be all of the County of Sussex

OPERATIONAL OBJECTIVES:

The objectives of the Assisted Transportation Program are to provide at least sixty older residents of Sussex County with 2,503 units of service. Of these projected units and unduplicated clients 1,226 units will be allocated for 29 unduplicated clients who have caregivers and 1,227 units will be allocated for 31 unduplicated clients who do not have caregivers in the community. Each unit of service will consist of one, one-way, ride. We will provide those most in need with the necessary combination of medical transportation, shopping and errands to maintain them as independent residents, living in their own homes. When a person

PROJECT PERSONNEL

Level II Administration/Operation Support Staff-Transportation: Assists with departmental needs for client service delivery including scheduling of transportation appointments, ongoing communication with program staff, collaboration with CFCS financial department and outreach to clients for quality monitoring activities, such as client satisfaction surveys.

Client Services Coordinator: Assists clients with community supportive living needs related to optimal health, safety, and wellbeing. Completes home visits to register and assess new clients as well as to complete reassessments for existing clients every six months.

Level II Administrative Support Services: Prepares vouchers for grant payments, client invoices, and prepares and tracks client donations. Updates and maintains client database and appointment calendar to assist with scheduling.

Drivers and Program Aides: Work cooperatively with the Meals on Wheels staff to set up kitchen. Help package and deliver meals to clients. Pick up Meals on Wheels van and drive to caterers for food pick up.

Site Manager- Part Allocated MOW: Duties include hiring and supervising the Assisted Transportation members and volunteers, providing on-the-job training and coaching, providing contiguous feedback on staff performance including completing annual performance evaluations. Identifying areas of quality improvement throughout the program and establishing and monitoring quality improvement initiatives. Monitor and ensure that program resources ensure that they are used in the most efficient manner to make the greatest impact on the clients served and the community. These resources include both financial resources, donations, staff, and volunteers.

ATTACHMENT B TO AGREEMENT
COUNTY OF SUSSEX
BOARD OF CHOSEN FREEHOLDERS
DIVISION OF SENIOR SERVICES
ONE SPRING STREET
NEWTON, NJ 07860

1. Title of Project: Catholic Family & Community Services

2. Type of Application:
New Continuation Revision Supplement

3. Project Director (Name, Title, Department and Address, including Zip Code)

Diane Silbernagel, Executive Director
Catholic Family & Community Services
24 DeGrasse Street
Paterson, New Jersey 07505

4. Applicant Agency (Name and Address, including Zip Code)

Catholic Family & Community Services
24 DeGrasse Street
Paterson, New Jersey 07505

5. Name, Title, Address of Official Authorized to Sign for Applicant Agency:

Diane Silbernagel, Executive Director
Catholic Family & Community Services
24 DeGrasse Street
Paterson, New Jersey 07505

6.	Dates of:	From	Through	Amount
	A. Project Period	1-1-16	12-31-16	
	B. Budget Year	1-1-16	12-31-16	\$20,713.00

7. Type of Organization:
Public Agency
Private Non-Profit Agency

8. Payee (Specify to Whom Checks should be sent - Name, Title, Address)
Diane Silbernagel, Executive Director
Catholic Family & Community Services
24 DeGrasse Street
Paterson, New Jersey 07505

9. For County Use Only:

A. Total Project Costs \$ 51,513.00

B. Client income 4,000.00

C. Project Net Costs (Line A Less Line B) 47,513.00

D. Other Non-Federal Participation 26,800.00

E. Funds Requested (Line C Less Line D) 100% 20,713.00

SUPPORTING BUDGET SCHEDULE

LOCAL NON-FEDERAL PARTICIPATION		
SOURCE		AMOUNT
Cash Resources		
COLA		\$13,833.00
Title III E		3,351.00
State Match E		3,529.00
	Subtotal	\$20,713.00
In-Kind Resources		
		0.00
	Subtotal	\$ 0.00
Estimated Income (Include Services)		
Client Contributions		4,000.00
CFCS		26,800.00
	Subtotal	\$30,800.00
513.00		

COUNTY OF SUSSEX

DEPARTMENT OF HUMAN SERVICES

This CONTRACT is effective as of the date recorded on the signature page between the County of Sussex and Catholic Family & Community Services hereafter identified as the Provider Agency.

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

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

THEREFORE the County and the Provider Agency agree as follows:

I. DEFINITIONS

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

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

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

Notice means an official written communication between the County and the Provider Agency. All Notices shall be delivered and directed to the persons and addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

Termination means an official cessation of this Contract, resulting either from routine expiration or from action taken by the County or the Provider Agency, in accordance with provisions contained in this Contract, to nullify the Contract prior to term.

II. BASIC OBLIGATIONS OF THE COUNTY

Section 2.01 Payment. As established in the Annex(es), payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the County in accordance with the time frames specified in the Annex(es). Total payments shall not exceed the maximum Contract amount, if any specified in the Annex(es). All payments authorized by the County under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.07 Audit or on the basis of a County monitoring or evaluation of the Contract.

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

III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

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

Section 3.02 Reporting. The Provider Agency shall submit to the County programmatic and financial reports on forms provided by the County. The reporting frequency and due date(s) are specified and sample forms to be used are included in the Annex(es).

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

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

Section 3.04 Affirmative Action.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

Exhibit A attached hereto (2 pages)

Section 3.05 County Policies and Procedures. In the administration of this Contract, the Provider Agency shall comply with all applicable policies and procedures issued by the County, including, but not limited to, the policies and procedures contained in the State's Contract Reimbursement Manual (as from time to time amended) and the State's Contract Policy and Information Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to terminate this Contract.

Section 3.06 Financial Management System. The Provider Agency's financial management system shall provide for the following:

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

Section 3.07 Audit. At any time during the Contract term, the Provider Agency's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the Provider Agency under Section 5.02 Assignment and Subcontracts may be subject to audit by the County, by any other

appropriate unit or agency of State or federal government, and/or by a private firm or firms retained or approved by the County for such purpose.

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

The County may require submission of the Provider Agency's annual organization-wide audit.

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

Section 3.08 Business Registration. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

IV. TERMINATION

Section 4.01 Termination by Provider Agency. The Provider Agency may terminate this Contract upon 60 calendar days' advance Notice to the County. If the Contract is terminated under this section, the Provider Agency shall settle all accounts with the County in the manner specified by the County and shall be subject to a final audit under Section 3.07 Audit.

Section 4.02 Termination for Cause. If the Provider Agency is not or has not been in compliance with any provision(s) of this Contract, the County may, by Notice, place the Provider Agency in default of the Contract and, in accordance with County policy and procedures, may reduce Contract funding or terminate the Contract.

Section 4.03 Reduction or Termination Due to Fiscal Constraints. Anything to the contrary in this Contract notwithstanding, the parties recognize and agree that the County's ability to honor the terms and conditions of this Contract is contingent upon receipt of federal funds and/or appropriations of the State Legislature. If during the term of this Contract, therefore, the federal and/or the State government reduces its allocation to the County, the County reserves the right, upon Notice to the Provider Agency, to reduce or terminate the Contract.

V. MISCELLANEOUS

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

Section 5.02 Assignment and subcontracts. This Contract may not be assigned by the Provider Agency, in whole or in part, without the prior written consent of the County. Such consent, if granted, shall not relieve the Provider Agency of its responsibilities under the Contract. All approved assignments and subcontracts shall become part of this contract, and the Provider Agency shall bear full responsibility, without recourse to the State (including the County), for their performance. The Provider Agency shall forward copies of all assignment and subcontract documents to the County and shall retain copies of them on file together with this Contract.

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

Section 5.04 Insurance. The Provider Agency shall maintain adequate insurance coverage. The County shall be included as an additional named insured on any insurance policy applicable to this Contract. Should the Provider Agency fail to pay any premium on any insurance policy when due, the County may pay the premium and, upon Notice to the Provider Agency, reduce payment to the Provider Agency by the amount of the premium payment.

Section 5.05 Indemnification. The Provider Agency shall defend, indemnify and otherwise save harmless the County, its agencies, departments, bureaus, boards, officials and employees from any and all claims or actions at law, whether for personal injury, property damage or liabilities, including the costs of defense (a) which arise from acts or omissions, whether negligent or not, of the Provider Agency or its agents, employees, servants, subcontractors, material suppliers or others working for the Provider Agency, irrespective of whether such risks are within or beyond the control of the Provider Agency, or (b) which arise from any failure to performance.

Notwithstanding the Provider Agency's responsibilities outlined above in this section, the County reserves the right to provide its own attorney(s) to assist in the defense of any legal actions which may arise as a result of this Contract.

Section 5.06 Statement of Non-Influence. No person employed by the County has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the Provider Agency or any representative thereof in order to influence the awarding or administration of this Contract.

Section 5.07 Exercise of Rights. A failure or a delay on the part of the County or the Provider Agency in exercising any right, power or privilege under this Contract shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

Section 5.08 Sufficiency of Funds. The provider Agency agrees that this Contract is contingent upon availability of appropriated funding and fulfillment of the following procedure: A contract confirmation letter shall be sent by the County to the Provider Agency prior to the effective date of the contract. That confirmation shall include the Contract term and the negotiated Contract reimbursable ceiling. The confirmation letter shall be signed by the authorized Provider Agency signatory and returned to the office of Finance and Accounting.

The Contract shall not be valid or binding and no payment(s) will be approved until the Office of Finance and Accounting is in receipt of a properly executed confirmation letter from the provider. The Contract term and reimbursable ceiling specified in the contract confirmation letter are hereby incorporated into and made a part of this Contract.

Section 5.09 Collective Bargaining. State and federal law allow employees to organize themselves into a collective bargaining unit.

Funds provided under this Contract shall not be utilized to abridge the rights of employees to organize themselves into a collective bargaining organization or preclude them from negotiating with Provider Agency management.

Section 5.10 Independent Employer Status. Employees of Provider Agencies that Contract with the County are employees of the Provider Agency, not the County.

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

As Such, the Provider Agency acknowledges that it is an independent contractor, providing services to the County, typically through a contract-for-services agreement. As independent contractors, Provider Agencies are responsible for the organization's overall functions which include the overseeing and monitoring of its operations, establishing the salary and benefit levels of its employees, and handling all personnel matters as the employer of its workers.

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

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

VI. CONTRACT SIGNATURES AND DATES

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

BY: _____
(signature)

BY: _____
(signature)

Phillip R. Crabb
TITLE: Freeholder Director

Diane Silbernagel
TITLE: Director

PROVIDER AGENCY:
Catholic Family & Community Services

ATTEST BY: _____
Catherine M. Williams
Clerk of the Board

CONTRACT EFFECTIVE DATE: 1/1/16
CONTRACT EXPIRATION DATE: 12/31/16
CONTRACT NUMBER: N/A
CONTRACT AMOUNT: \$20,713.00

DEPARTMENTAL COMPONENT: 2016 Area Plan Contract in the amount of \$20,713.00 for the provision of Assisted Transportation

COUNTY OF SUSSEX
DIVISION OF
SENIOR SERVICES
ATTACHMENT C TO AGREEMENT

Method of Payment and Reporting Requirements

Payment will be made:

On a reimbursable basis monthly when requisitioned.

No additional payments.

The submissions required for payments include a properly executed County of Sussex payment request with the completed quarterly report(s) specified below:

1. A Request for Reimbursement form
2. A Financial Status Report
3. A Narrative and Programmatic Report
4. Monthly PSST Reports on file with the Office

RESOLUTION RE: AWARD OF CONTRACT BASED ON PROPOSALS RECEIVED THROUGH THE COMPETITIVE CONTRACTING PROCESS FOR THE PROVISION OF LEGAL ASSISTANCE WITH LEGAL SERVICES OF NORTHWEST JERSEY, INC., SUSSEX COUNTY DIVISION FOR THE PERIOD OF JANUARY 1, 2016 – DECEMBER 31, 2016

WHEREAS, the request for proposals for the Sussex County Department of Human Services, Division of Senior Services was advertised for the provision of goods and services on August 12, 2015 and publicly received by the Sussex County Bid Proposal Committee on September 10, 2015 pursuant to N.J.S.A. 40A:11-4 et seq.; and

WHEREAS, the Sussex County Department of Human Services, Division of Senior Services invites Proposals from perspective providers for a broad range of social services for the Senior Citizens of Sussex County. Individual grants will be determined by the Sussex County Department of Human Services, Division of Senior Services and contracts will be awarded by the Board of Chosen Freeholders by Resolution. This proposal will provide the basis for award of the service contracts for calendar years 2016, 2017 and 2018; and

WHEREAS, the process has been followed as outlined in the law and policy directive; and

WHEREAS, the County Treasurer has certified that the funds are subject to the receipt of adequate funds from the State of New Jersey, as evidenced by the attached Treasurer's Certification. All contracts and levels of service are subject to final allocation of funding by the State of New Jersey and the Board of Chosen Freeholders.

NOW, THEREFORE, BE IT RESOLVED that the Freeholder Director and the Clerk of the Board are authorized and directed to execute an Agreement with Legal Services of Northwest Jersey, Inc., Sussex County Division for the provision of Legal Assistance; and

BE IT FURTHER RESOLVED that said Agreement shall provide up to \$14,667.00 Title IIIB Funds, \$3,176.00 COLA funds, to be supplemented by \$14,000.00 in other income and \$125.00 in client contributions for the period of January 1, 2016 through December 31, 2016 subject to the final distribution of funds from the State of New Jersey, Department of Human Services, Division of Aging Services; and

BE IT FURTHER RESOLVED that the Clerk of the Board of Chosen Freeholders is directed to provide for the publication of this Resolution awarding said Contract, in summary form, in the New Jersey Herald within 10 days from the adoption hereof; and

BE IT FURTHER RESOLVED that certified copies of this Resolution, together with copies of the Agreement, be forwarded to Legal Services of Northwest Jersey, Inc. Sussex County Division, Attention: Diane K. Smith, 34 West Main Street, Suite 301, Somerville, NJ 08876.

Certified as a true copy of the
Resolution adopted by the Board
of Chosen Freeholders on the
9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex, New Jersey

CERTIFICATION RE: BUDGET APPROPRIATION FOR AWARDING OF CONTRACT

I, Robert J. Maikis, Jr., Treasurer, County of Sussex, hereby certify to the Clerk, Board of Chosen Freeholders that certification is subject to adequate funds being received from the State of New Jersey and appropriated from the Reserve for Grant Funds in the budget appropriation(s) entitled:

2016 Reserve for Grant Funds		
Title IIIB	(01-213-40-670-16-435)	\$14,667.00
COLA Funds	(01-213-41-810-16-435)	\$ 3,176.00

for awarding of a contract for:

Legal Services of Northwest Jersey, Inc., Sussex County Division for the provision of legal services for the period January 1, 2016 through December 31, 2016. Total Title IIIB Funds not to exceed \$14,667.00, \$3,176.00 COLA funds.

to: Legal Services of Northwest Jersey, Inc., Sussex County Division
34 West Main Street, Suite 301
Somerville, New Jersey 08876

Robert J. Maikis, Jr., Treasurer

Dated: December 9, 2015
Requisition #

NOTICE OF CONTRACT AWARDED

The Board of Chosen Freeholders of the County of Sussex has awarded a Contract through competitive contracting pursuant to N.J.S.A. 40A:11-4.5. The Contract and Resolution authorizing same are available for public inspection in the Office of the Clerk of the Board of Chosen Freeholders at any time during regular business hours of said official.

Awarded To: Legal Services of Northwest Jersey, Inc.
Sussex County Division
34 West Main Street, Suite 301
Somerville, New Jersey 08876

Services: Provision of Legal Services under the services of the
Area Plan Contract

Approximate Cost: \$17,843.00

Time Period: The term of this Contract will be in effect from January 1,
2016 to December 31, 2016.

**BY ORDER OF THE BOARD OF CHOSEN
FREEHOLDERS OF THE COUNTY OF SUSSEX**

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex, New Jersey

Dated: December 9, 2015

COUNTY OF SUSSEX
DIVISION OF
SENIOR SERVICES
AGREEMENT

Area Plan Grant Agreement Number 16- - Date January 1, 2016

Appropriation Code: 01-213-40-670-16-435 Title III B
01-213-41-810-16-435 Cola Funds

Project: Legal Services

Grantee: Legal Services of Northwest Jersey, Inc.,
Sussex County Division

INDEX TO PROVISIONS OF AGREEMENT

General Provisions

1. Term of Agreement
2. Compliance
3. Subcontracts
4. First Amendment Compliance
5. Focal Points
6. Funding Disclosure
7. Other Funds
8. Scope of Service
9. Compensation
10. Method of Payment
11. Books and Records
12. Reports and Submissions
13. Travel Expenses
14. Personal Property
15. Unexpended Fund Balances
16. Changes
17. Assignability
18. Discrimination Prohibited
19. Availability of Funds
20. Termination
21. Insurance

Supplementary Provisions

22. Through 41

Attachments

"A" - Scope of Services

"B" - Approved Budget

"C" - Method Payment and Reporting Requirements

"D" – HIPAA Agreement

COUNTY OF SUSSEX
DIVISION OF SENIOR SERVICES
AGREEMENT

DEFINITIONS:

Project: Legal Services of Northwest Jersey, Inc.,
 Sussex County Division
 34 West Main Street, Suite 301
 Somerville, New Jersey 08876

Legislative Act: Older American Act of 1965, as Amended

Authorized Appropriation:

Account Title: Title IIIB
Account Code: 01-213-40-670-16-435

Account Title: COLA Funds
Account Code: 01-213-41-810-16-435

Contract Period: Contract period shall mean the Term of Agreement as specified in paragraph number one.

This AGREEMENT, is by and between the Sussex County Board of Chosen Freeholders on behalf of the Sussex County Division of Senior Services, hereinafter referred to as the "County", and Legal Services of Northwest Jersey, Inc., Sussex County Division, 34 West Main Street, Suite 301, Somerville, New Jersey, 08876, hereinafter referred to as the "Grantee".

WITNESSETH THAT:

1. Term of Agreement. This Agreement shall be effective as of the 1st day of January, 2016 and shall terminate no later than the 31st day of December, 2016.
2. Compliance. The Grantee agrees that it shall comply with all provisions of the authorizing appropriation, the Act, and any regulation requirements or guidelines which the County may issue, whether explicitly referred to herein or not. It is further agreed that the Grantee shall seek and develop its own source of funding in anticipation of the expiration of this Grant. In no event shall this Grant be construed as a commitment by the County to expend funds beyond the termination date set forth in Paragraph 1.
3. Subcontracts. In accepting this contract, the Recipient shall include the following provisions in sub-contracts, with any subcontractor or third party that utilizes Area Plan funding under this contract. An AAA subcontractor, or third party, utilizing Area Plan funding shall comply with all federal, State, and local laws related to the Older Americans Act.

4. First Amendment Compliance. Funds provided under this contract shall not be utilized in a manner, which would contravene the Establishment Clause of the First Amendment of the United States Constitution. Specifically, these conditions are as follows:

- a) In no event shall the provision of the services to be funded under this agreement be conditioned upon attendance at or participation in religious programs, services, or activities;
- b) Any services to be provided under this agreement shall be essentially secular in nature and scope and in no event shall there be any religious services, counseling, proselytizing, instruction, or other religious influence undertaken in connection with the provision of such services; and
- c) Funds provided under this contract shall not be used for the construction, rehabilitation, or restoration of any facility owned by a religious organization and used, now or in the future, for any religious activity or purpose.

5. Focal Points. Identify, when feasible, a focal point for comprehensive service delivery.

6. Funding Disclosure. Grantee shall disclose all sources and expenditure of funds such agency receives or expends to provide services to older individuals to the State Unit on Aging or the Commissioner for the Department of Human Services upon request.

7. Other Funds. The Grantee shall not use funds provided under this Agreement to replace existing or committed financial support for the same project, except as may be provided by this Agreement or with the express written approval of the County.

8. Scope of Services In consideration of the Grant provided by this Agreement, the Grantee shall, in a satisfactory and proper manner as determined by the County, perform all services specified in Attachment "A".

9. Compensation. The County shall provide to the Grantee a sum not to exceed \$17,843.00. Grantee shall expend project funds in accordance with the Approved Budget as set forth on Attachment B, the amounts expended for the Personnel and Consultants which shall not have been expended in accordance with Attachment B shall be credited against and deducted from the total compensation to be paid to the Grantee under this Agreement. Except as shall be more specifically limited on Attachment B, the amounts expended for each of the major cost categories listed on Attachment B may not exceed the approved amount by more than 10% or \$500.00 whichever is greater provided, however, that the total Approved Budget is not exceeded. The express prior written approval of the Administrator, Sussex County Department of Human Services, is necessary to amend any budget category.

10. Method of Payment. The County shall make payments under this Agreement upon the submission of a properly executed Sussex County Official Voucher together with such other documentation as may be required. The manner and form of such submission shall

be in accordance with the procedures described on Attachment C, and detailed reimbursement request.

11. Books and Records. The Grantee shall maintain such records and accounts as are deemed necessary by the County to assure a proper accounting for all project funds, County of Sussex, State of New Jersey and non-state shares. These records shall be available for audit and examination by any governmental agency having an interest in the project. The County shall have the right to conduct said audit or examination at any time during the regular working hours of this project. Said records shall be retained for five (5) years after expiration of this Agreement, unless the County, in writing, specifically waives such requirement. The Grantee hereby acknowledges that the County shall carry out such monitoring and evaluation activities as it shall, from time to time, require for proper administration and performance of the Agreement. Nothing herein shall compel the Grantee to release any information, books or records protected by the attorney-client privilege or subject to the confidentiality provisions of the Rules of Professional Conduct.

12. Reports and Submissions. The Grantees shall submit such reports relating to the activities and the finances of the project as shall be required by the County. The required reports shall be in the form specified on Attachment C. Grantee shall submit a final report within 15 days after the contract period.

13. Travel Expenses. The Grantee, if a public agency, shall charge expenses for travel in accordance with the customary practice in the government of which the agency is a part. If the Grantee is a private Agency, expenses charged for travel shall not exceed those allowable under the State of New Jersey Travel Regulations. In any event, travel expenses shall not be charged in excess of the allowable budget amount.

14. Personal Property. If personal property, including equipment, costing less than one hundred dollars (\$100.00) per item is acquired and used for three (3) years from date of acquisition for approved contract purposes, title to such property shall vest in the Grantee. Personal property, including equipment, costing more than one hundred dollars (\$100.00) or used for less than three (3) years shall be owned by the County. The County, at its option, may, however, permit the Grantee to retain such property, subject to the reimbursement to the County of its cost minus a fair rental value for the period of actual use.

15. Unexpended Fund Balances. The Grantee may incur costs only during the period set forth in paragraph number 1 of this Agreement. Expenditures made before or after these dates shall be disallowed. Funds obligated, but not disbursed at the end of the contract period, shall be liquidated within thirty (30) days after the close of the contract period and any unexpended fund balance remaining shall be returned to the County with the submission of the final report. The County, at its discretion, may authorize the Grantee to use the unexpended grant funds:

- a. for approved grant purposes after the end of the contract period if the project is continuing activity and the County intends to enter into another agreement for a period. Under such circumstances, the amount of the subsequent grant shall be

reduced by the amount of the unexpended funds remaining at the end of the previous contract period.

b. for approved grant purposes, if the County authorizes an extension of the contract period.

In no event shall the Grantee use unexpended funds after the contract period without the expressed written approval of the County.

16. Changes. The County may, from time to time, request changes in the scope of services of the Grantee to be performed hereunder. Such changes, including any increase or decrease in the amount of the Grantee's compensation, which are mutually agreed upon by and between the County and Grantee, must be incorporated in written amendments to this Agreement, and be approved by the Administrator of the Sussex County Department of Human Services.

17. Assignability. The Grantee shall not subcontract any of the work or services covered by this Agreement, nor shall any interest in this Agreement be assigned or transferred, except as may be provided within the terms of this County, and the Administrator of the Sussex County Department of Human Services.

18. Discrimination Prohibited. The Grantee shall not discriminate in the performance of this Agreement because of sex, race, creed or national origin. The Grantee agrees to comply with Section 504 of the Rehabilitation Act of 1973.

19. Availability of Funds. The parties hereto recognize that the Grant Agreement, made on behalf of the County, is dependent upon such funding appropriations as may be made by the State of New Jersey, the Federal Government, the County of Sussex or other funding sources; the County shall not be held liable for any breach of this Agreement because of the absence of available funding appropriations.

20. Termination. The County may, by giving written notice to the Grantee specifying the effective date, terminate this Agreement in whole or in part for any cause, which shall include but not be limited to:

a. Utilization of any portion of the appropriation hereunder to employ or otherwise compensate any person employed by the Division of Senior Services who has directly participated in the negotiation or approval of this Agreement;

b. Discovery of any pecuniary or personal interest by the Grantee, its employees, its officers, its trustees, or its directors in the project, or in any contract emanating from the operation of this project;

c. Failure, for any reason, of the Grantee to satisfy its obligation under this Agreement;

- d. Submission by the Grantee to the County of reports that are incorrect or incomplete in any material respect;
- e. Any improper or inefficient use of funds, provided under this Agreement;
- f. Failure of the Grantee to permit the County to make an inspection of the administrative or operation facilities of the project;
- g. Conduct or acts of the Grantee and/or its staff which are detrimental to the objectives of this project;
- h. Any violation of the New Jersey Conflicts of Interest Law, N.J.S.A.52:13D-12 et seq.;

Upon termination of this Agreement, the Grantee shall forthwith return all proceeds of the grant to the County within thirty (30) days.

21. Insurance. The Grantee does hereby represent that it presently maintains a policy of Liability Insurance in an amount not less than \$1,000,000.00 total arising from any one injury, which policy will cover all services the Grantee will provide under the terms of this Agreement. The Grantee further represents that it shall maintain said policy in full force and effect at all times during the term of this Agreement and shall indemnify and hold harmless the County of Sussex and the Division of Senior Services from any and all claims and damages, including attorneys fees, resulting from the performance of said services. The Grantee shall be obligated to see that a copy of the Liability I Insurance Policy currently in force is on file with the Sussex County Department of Human Services at all times. The Grantee agrees to name the County of Sussex as an additional insured on its Liability Insurance Policy and will provide the County of Sussex with a Certificate of Insurance naming the County as an additional insured.

SUPPLEMENTARY PROVISION
(Provisions Numbered 22 and following)

22. The Project Director shall maintain a liaison with the County of Sussex Division of Senior Services.

23. There shall be no requirements to be met by the elderly client and/or participant (any person 60 years of age or over) as a prerequisite to receiving the services of the project other than residency with the County of Sussex and a finding that their legal problem falls within the priorities of the program.

24. All vehicles operated by the project shall be in accordance with the New Jersey State Motor Vehicle Laws and operated by persons who:

- a. possess a valid New Jersey Drivers License, and
- b. are free from any impairing illness or disability.

25. A sign shall be prominently displayed on all vehicles and in all facilities operated or conjugation with the project stating that the project is funded under Title III of the Older Americans Act of 1965, as amended, through a grant by the Sussex County Division of Senior Services.

26. In like manner, a notation of the above shall appear on all stationery, publications and public information relating to the project and its scope of services.

27. The following regulations concerning publication shall be adhered to by the Grantee:

- a. Any books, reports, pamphlets, papers, or articles receiving support under Title III must contain an acknowledgment of that support.
- b. A copy of the book, reports, pamphlets, papers, or articles must be filed with the Director of the Division of Senior Services, County of Sussex, prior to publication.
- c. The U.S. Department of Health and Human Services Administration on Aging, (hereinafter call AOA) reserves the option to receive free of charge up to 12 copies of any publication published as part of a Title III project, and 2 copies of any publication based on project activities.
- d. Where a project results in a book or other copyrightable material, the author is free to obtain a copyright, but AOA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, or authorize others to use, all such material.

28. Quarterly and statistical reports shall be due every three months of the project period.

29. The Grantee must enter all client information into the automated reporting system (SAM's) for documenting and reporting purposes.
30. Any amendments to this agreement can be executed between the Sussex County Division of Senior Services and the Grantee, after review and approval by the Board of Chosen Freeholders, and the Administrator, Sussex County Department of Human Services. Such amendments will be forwarded to the Sussex County Board of Chosen Freeholders after signature by the Grantee and the Sussex County Division of Senior Services.
31. The Grantee shall reinvest all income derived from the program.
32. An audit will be conducted of the Title III programs by the County of Sussex.
33. The Grantee shall comply with the rules of the Sussex County Division of Senior Services Operation Manual concerning Subgrantees.
34. The Grantee shall submit any required quarterly reports within nine (9) days of the last day of the quarter. Failure to file reports will result in withholding of payments.
35. The Grantee shall submit a summary of client satisfaction surveys to the Division of Senior Services at least once per year.
36. Grantee shall be represented at the Mandatory Quarterly Grantee Meetings as established and planned by the Division of Senior Services.
37. The Grantee shall establish and post a Grievance Procedure in their respective agency, in accordance with guidelines established by the New Jersey Department of Human Services, Division of Aging Services, and the Division of Senior Services. The Grievance Procedure established by the Division of Senior Services is also required to be posted in their respective agency.
38. The Grantee shall submit a copy of its annual independent fiscal audit to the Sussex County Division of Senior Services.
39. The Grantee shall submit information related to clients served through the Agreement either by name, case number or a unique identification code when requested by the Sussex County Division of Senior Services.
40. The Grantee must have an Emergency Preparedness Plan and guide to use in the event of an emergency.
41. In the event the Grantee does not perform any of the services, obligations, or responsibilities provided for under this contract, or in the event that the program or service does not attain the objectives as originally proposed or as set forth in this agreement to the satisfaction of the County, then the County may withhold all, or a portion of, any payment to be made under this Agreement, and in addition, may declare this contract null and void. In

the event of termination, the County will have no further liability to the Grantee and in no event will the County be liable to pay for services not actually rendered.

IN WITNESS WHEREOF, the Board of Chosen Freeholders and the Grantee have executed this Agreement #16- - .

Diane K. Smith, Esq.
Executive Director

Date

ATTEST:

Board of Chosen Freeholders
of the County of Sussex

Catherine M. Williams, Clerk

Phillip R. Crabb
Freeholder Director

Date

Contract with Legal Services of Northwest Jersey, Sussex County Division for the provision of Legal Services for the period of January 1, 2016 to December 31, 2016 in the amount of \$17,843.00.

COUNTY OF SUSSEX
DIVISION OF
SENIOR SERVICES
ATTACHMENT A TO AGREEMENT

GRANTEE: Legal Services of Northwest Jersey, Inc.,
Sussex County Division

GRANTEE ADDRESS: Legal Services of Northwest Jersey, Inc.,
Sussex County Division
34 West Main Street, Suite 301
Somerville, New Jersey 08876

PROJECT TITLE: Legal Services

POPULATION TO BE SERVED:

The Senior Project will serve residents of Sussex County who are age 60 or older. The Senior Project will target its services to seniors who are vulnerable, frail, disabled or members of minority groups.

SERVICE AREA:

Shall be the County of Sussex

OPERATIONAL OBJECTIVES:

Legal assistance provided by LSNWJ enables senior households maintain self-sufficiency and autonomy.

The inability to meet basic needs (habitable, affordable housing; adequate food; health care access; e.g.) are major problems for vulnerable seniors. Without legal assistance, vulnerable seniors are not able to access services, meet their basic needs, maintain personal safety, and live independently in the community. For example, when LSNWJ-Sussex represents a tenant and succeeds in preventing an eviction, LSNWJ-Sussex prevents homelessness and maintains affordable and habitable shelter. For those for whom eviction cannot be prevented, obtaining hardship stays and negotiating orderly removal affords clients more time to find adequate housing. A recent study confirms what we already know from our experience – there is no substitute in housing court for a well-trained attorney providing a full range of legal assistance. The Harvard study of Massachusetts District Court compared a group of tenants who received an instructional session and help in filling out court documents with a group who, in addition to the instructional session, received one-on-one legal representation. Two-thirds of the tenants who received the type of legal representation made possible by this project remained in their home. Two-thirds of the other tenants who received only limited assistance were evicted. The represented group gained payments or rent waivers valued at an average of 9.4 months of rent. The other group obtained monetary relief valued at 1.9 months of rent.

Legal assistance to victims of domestic violence has been shown to be the only type of supportive service for victims that creates a significant decline in domestic violence. With appropriate legal representation, a victim is able to create long term alternatives to continuing to

live with, or returning to, the abuser. Amy Farmer & Jill Tiefenthaler "Explaining the Recent Decline in Domestic Violence." Contemporary Economic Policy. (Dec. 2002).

Legal assistance in public entitlements, such as SSI disability, as well as consumer matters, results in seniors being able to maintain adequate income and financial solvency. Legal assistance to the homeless and others lacking emergency basic needs prevents the crisis from becoming more severe and requiring greater amounts of intervention at a later date. For seniors with concerns about their autonomy in financial and medical matters, only a well-trained and experienced attorney can assist them in determining the proper course and aiding them in meeting their own goals for independence.

Legal assistance in maintaining autonomy is particularly important for seniors and people with disabilities. An effective autonomy plan may include a Power of Attorney, temporary custody arrangement, Stand-by Guardianship and Advance Directive for Health Care, all of which assist the senior or person with disabilities maintain financial security and continue to live in the community.

GOALS AND OBJECTIVES:

The goal of the Senior Project is to provide legal assistance to seniors in order to obtain and preserve their essential basic needs, including shelter and housing, sustainable income, assets necessary for self-sufficiency, family relationships, personal safety, and autonomy.

The specific objectives are:

Legal Advice: Legal consultation with the client either by telephone or in person, including understanding the presenting problem, gathering the facts from the client, and rendering legal advice to the client to inform the client of legal rights and responsibilities and possible courses of action.

- 90% of clients learn about legal remedies to his or her legal problem.

Legal Representation: Legal representation before a court or an administrative agency, including trial and hearing preparation, preparation of documents, factual investigation, consultation with experts and others, negotiation, appearance before the court or administrative agency, and appeals, as well as document preparation, negotiation and resolution without a court or agency filing, and other extended services.

- 85% of clients pursue their legal remedies.
- 75% of clients obtain and preserve essential needs critical for self-sufficiency (shelter and housing, sustainable income, assets necessary for self-sufficiency, family relationships, personal safety, and autonomy).

DESCRIPTION OF ACTIVITIES TO TAKE PLACE IN CARRYING OUT OBJECTIVE(S):

LSNWJ operates a non-profit law firm that provides free legal assistance to vulnerable seniors. Most client intake is initiated by a simple telephone call from the applicant to the intake staff of LSNWJ. There are also referrals from the Office on Aging and Disability Services and other service providers. The applicant is screened for eligibility, most often during the initial contact, but no later than the next business day. Upon completion of the intake, a telephone or in-person appointment with an attorney is scheduled. Within the types of cases we handle, LSNWJ prioritizes for legal representation those cases in which that representation is expected to make a difference in the outcome of the matter. During the initial interview, the staff attorney discusses with the client his or her objectives. Client participation in the case is an essential element of our program and clients make all major decisions regarding their case. The client and the attorney enter into a representation agreement which sets forth the services to be provided and the responsibilities of each.

LSNWJ staff attorneys provide legal assistance (advice, negotiation, litigation, administrative advocacy, appellate work) to clients and client groups pursuant to program priorities and policies and participate in the community (presenting information to community groups, participating in committees, task forces, and working groups, providing training to other legal advocates; and working with the private bar.

LSNWJ paralegals and legal assistants conduct applicant screening and intake, provide information to people making inquiry about services and make referrals to an appropriate agency or organization, provide direct assistance under the supervision of an attorney, and provide support services to the LSNWJ staff and volunteer attorneys.

Members of the LSNWJ Management Team direct the overall operations of the agency, manage offices and programs, develop and implement the annual Work Plan and provide legal supervision and performance appraisal. The Finance Administrator handles the financial and administrative operations of LSNWJ, oversees or handles grant administration and reporting and supervises the Finance Team.

There are no fees for our services. Clients may make a contribution once their matter is resolved and the case is closed. Information on client contributions appears on our representation agreement and in our outreach materials.

The Senior Project will market its services through brochures and posters which will be displayed at the offices of providers of services to seniors and providers of services to the targeted populations, such as nursing homes, boarding homes, DASI, the Division of Social Services, etc. The Senior Project will continue to conduct community education through speaking engagements and videotape presentations to senior organizations and groups and at nutrition sites, senior housing and places of worship.

ESTIMATED PROGRAM OUTPUT:

100% of units of service to be delivered as stipulated in the Area Plan:

Units 256 One unit of service equals one hour

Number of cases:

Monthly 8 12 Months 96

Unduplicated number of older persons to be served directly:

Monthly 6 12 Months 72

Unduplicated number of minority older persons to be served directly:

Monthly 1 12 Months 6

Unduplicated number of low income older persons to be served directly:

Monthly 2 12 Months 24

Unduplicated number of frail, older persons to be served directly:

Monthly 2 12 Months 24

Unduplicated number of vulnerable persons to be served directly:

Monthly 2 12 Months 24

TIMETABLE - January 1, 2016 - December 31, 2016

PROJECT PERSONNEL:

The Executive Director of LSNWJ has more than 30 years of experience in management in legal services. She is assisted by the senior leadership of LSNWJ, which includes a managing attorney and other that provide legal assistance. All these people have substantial experience in legal services management. The Finance Team is headed by an individual who has more than 25 years of experience in non-profit financial management and handles the operations of LSNWJ. The Finance Team consists of Human Resources and Accounts Payable and Grants Administration and the required reporting.

The substantive work of LSNWJ is divided into Teams, each managed by a Team Leader with extensive experience in the provision of legal services and the law covered by his or her Team. Advice services are available from the most experienced members of the Teams.

Most litigation and non-litigation services for this project are provided by the two LSNWJ-Sussex attorneys. The attorneys are all admitted to the bar of the State of New Jersey, and have a demonstrated commitment to public interest and years of experience in issues affecting low-income people and vulnerable seniors.

All staff is encouraged to participate in training and implements an annual plan for professional development and training. Continuing legal education is mandatory for attorneys.

In addition to staff, the Senior Project utilizes volunteer attorneys to provide services. Much of the tenancy work in Sussex County is done by an in-house volunteer.

ATTACHMENT B TO AGREEMENT
COUNTY OF SUSSEX
BOARD OF CHOSEN FREEHOLDERS
DIVISION OF SENIOR SERVICES
ONE SPRING STREET
NEWTON, NJ 07860

1. Title of Project: Legal Services of Northwest Jersey, Inc.,
Sussex County Division

2. Type of Application:
New Continuation Revision Supplement

3. Project Director (Name, Title, Department and Address, including Zip Code)

Diane K. Smith, Esq., Executive Director
Legal Services of Northwest Jersey, Inc.,
Sussex County Division
34 West Main Street, Suite 301
Somerville, New Jersey 08876

4. Applicant Agency (Name and Address, including Zip Code)

Legal Services of Northwest Jersey, Inc.,
Sussex County Division
34 West Main Street, Suite 301
Somerville, New Jersey 08876

5. Name, Title, Address of Official Authorized to Sign for Applicant Agency:

Diane K. Smith, Esq., Executive Director
Legal Services of Northwest Jersey, Inc.,
Sussex County Division
34 West Main Street, Suite 301
Somerville, New Jersey 08876

6.	Dates of:	From	Through	Amount
	A. Project Period	1-1-16	12-31-16	
	B. Budget Year	1-1-16	12-31-16	\$17,843.00

7. Type of Organization:
Public Agency
Private Non-Profit Agency

8. Payee (Specify to Whom Checks should be sent - Name, Title, Address)

Diane K. Smith, Esq., Executive Director
Legal Services of Northwest Jersey, Inc.,
Sussex County Division
34 West Main Street, Suite 301
Somerville, New Jersey 08876

9. For County Use Only:

A.	Total Project Costs	\$ 31,968.00
B.	Project Income	125.00
	Other Income	11,500.00
	Volunteer Services	2,500.00

C. Project Net Costs (Line A Less Line B) 17,843.00

D. Local Non-Federal Participation 0

E. Funds Requested (Line C Less Line D) 100% 17,843.00

PROJECT BUDGET

Categories	Cash	In-Kind	Total
Other Costs 256 units @ \$125.00 Per unit			
Total Other Costs	29,468.00	2,500.00	31,968.00
Total Costs	29,468.00	2,500.00	31,968.00

Total Budget 31,968.00

Total Projected Units of Service 256

Cost of Unit (Budget divided by Units of Service)
Attorney Hours \$125.00 (256 units)

SUPPORTING BUDGET SCHEDULE

LOCAL NON-FEDERAL PARTICIPATION		
	SOURCE	AMOUNT
Cash Resources		
	Title III	14,667.00
	COLA	3,176.00
	Subtotal	\$17,843.00
In-Kind Resources		
		\$ 2,500.00
	Subtotal	\$ 2,500.00
Estimated Income (Include Services)		
	State Sub-grant	\$11,500.00
	Client Contributions	\$ 125.00
	Subtotal	\$11,625.00
	Total	\$ 31,968.00

**COUNTY OF SUSSEX
DEPARTMENT OF HUMAN SERVICES**

This CONTRACT is effective as of the date recorded on the signature page between the County of Sussex and Legal Services of Northwest Jersey, Sussex Division hereafter identified as the Provider Agency.

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

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

THEREFORE the County and the Provider Agency agree as follows:

I. DEFINITIONS

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

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

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

Notice means an official written communication between the County and the Provider Agency. All Notices shall be delivered and directed to the persons and addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

Termination means an official cessation of this Contract, resulting either from routine expiration or from action taken by the County or the Provider Agency, in accordance with provisions contained in this Contract, to nullify the Contract prior to term.

II. BASIC OBLIGATIONS OF THE COUNTY

Section 2.01 Payment. As established in the Annex(es), payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the County in accordance with the time frames specified in the Annex(es). Total payments shall not exceed the maximum Contract amount, if any specified in the Annex(es). All payments authorized by the County under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.07 Audit or on the basis of a County monitoring or evaluation of the Contract.

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

III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

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

Section 3.02 Reporting. The Provider Agency shall submit to the County programmatic and financial reports on forms provided by the County. The reporting frequency and due date(s) are specified and sample forms to be used are included in the Annex(es).

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

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

Section 3.04 Affirmative Action.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

Exhibit A attached hereto (2 pages)

Section 3.05 County Policies and Procedures. In the administration of this Contract, the Provider Agency shall comply with all applicable policies and procedures issued by the County, including, but not limited to, the policies and procedures contained in the State's Contract Reimbursement Manual (as from time to time amended) and the State's Contract Policy and Information Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to terminate this Contract.

Section 3.06 Financial Management System. The Provider Agency's financial management system shall provide for the following:

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

Section 3.07 Audit. At any time during the Contract term, the Provider Agency's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the Provider Agency under Section 5.02 Assignment and Subcontracts may be subject to audit by the County, by any other

appropriate unit or agency of State or federal government, and/or by a private firm or firms retained or approved by the County for such purpose.

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

The County may require submission of the Provider Agency's annual organization-wide audit.

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

Section 3.08 Business Registration. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

IV. TERMINATION

Section 4.01 Termination by Provider Agency. The Provider Agency may terminate this Contract upon 60 calendar days' advance Notice to the County. If the Contract is terminated under this section, the Provider Agency shall settle all accounts with the County in the manner specified by the County and shall be subject to a final audit under Section 3.07 Audit.

Section 4.02 Termination for Cause. If the Provider Agency is not or has not been in compliance with any provision(s) of this Contract, the County may, by Notice, place the Provider Agency in default of the Contract and, in accordance with County policy and procedures, may reduce Contract funding or terminate the Contract.

Section 4.03 Reduction or Termination Due to Fiscal Constraints. Anything to the contrary in this Contract notwithstanding, the parties recognize and agree that the County's ability to honor the terms and conditions of this Contract is contingent upon receipt of federal funds and/or appropriations of the State Legislature. If during the term of this Contract, therefore, the federal and/or the State government reduces its allocation to the County, the County reserves the right, upon Notice to the Provider Agency, to reduce or terminate the Contract.

V. MISCELLANEOUS

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

Section 5.02 Assignment and subcontracts. This Contract may not be assigned by the Provider Agency, in whole or in part, without the prior written consent of the County. Such consent, if granted, shall not relieve the Provider Agency of its responsibilities under the Contract. All approved assignments and subcontracts shall become part of this contract, and the Provider Agency shall bear full responsibility, without recourse to the State (including the County), for their performance. The Provider Agency shall forward copies of all assignment and subcontract documents to the County and shall retain copies of them on file together with this Contract.

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

Section 5.04 Insurance. The Provider Agency shall maintain adequate insurance coverage. The County shall be included as an additional named insured on any insurance policy applicable to this Contract. Should the Provider Agency fail to pay any premium on any insurance policy when due, the County may pay the premium and, upon Notice to the Provider Agency, reduce payment to the Provider Agency by the amount of the premium payment.

Section 5.05 Indemnification. The Provider Agency shall defend, indemnify and otherwise save harmless the County, its agencies, departments, bureaus, boards, officials and employees from any and all claims or actions at law, whether for personal injury, property damage or liabilities, including the costs of defense (a) which arise from acts or omissions, whether negligent or not, of the Provider Agency or its agents, employees, servants, subcontractors, material suppliers or others working for the Provider Agency, irrespective of whether such risks are within or beyond the control of the Provider Agency, or (b) which arise from any failure to performance.

Notwithstanding the Provider Agency's responsibilities outlined above in this section, the County reserves the right to provide its own attorney(s) to assist in the defense of any legal actions which may arise as a result of this Contract.

Section 5.06 Statement of Non-Influence. No person employed by the County has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the Provider Agency or any representative thereof in order to influence the awarding or administration of this Contract.

Section 5.07 Exercise of Rights. A failure or a delay on the part of the County or the Provider Agency in exercising any right, power or privilege under this Contract shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

Section 5.08 Sufficiency of Funds. The provider Agency agrees that this Contract is contingent upon availability of appropriated funding and fulfillment of the following procedure: A contract confirmation letter shall be sent by the County to the Provider Agency prior to the effective date of the contract. That confirmation shall include the Contract term and the negotiated Contract reimbursable ceiling. The confirmation letter shall be signed by the authorized Provider Agency signatory and returned to the office of Finance and Accounting.

The Contract shall not be valid or binding and no payment(s) will be approved until the Office of Finance and Accounting is in receipt of a properly executed confirmation letter from the provider. The Contract term and reimbursable ceiling specified in the contract confirmation letter are hereby incorporated into and made a part of this Contract.

Section 5.09 Collective Bargaining. State and federal law allow employees to organize themselves into a collective bargaining unit.

Funds provided under this Contract shall not be utilized to abridge the rights of employees to organize themselves into a collective bargaining organization or preclude them from negotiating with Provider Agency management.

Section 5.10 Independent Employer Status. Employees of Provider Agencies that Contract with the County are employees of the Provider Agency, not the County.

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

As Such, the Provider Agency acknowledges that it is an independent contractor, providing services to the County, typically through a contract-for-services agreement. As independent contractors, Provider Agencies are responsible for the organization's overall functions which include the overseeing and monitoring of its operations, establishing the salary and benefit levels of its employees, and handling all personnel matters as the employer of its workers.

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

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

VI. CONTRACT SIGNATURES AND DATES

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

BY: _____
(signature)

BY: _____
(signature)

Phillip R. Crabb
TITLE: Freeholder Director

Diane K. Smith
TITLE: Director

PROVIDER AGENCY:
Legal Services of Northwest Jersey,
Sussex Division

ATTEST BY: _____
Catherine M. Williams
Clerk of the Board

CONTRACT EFFECTIVE DATE: 1/1/16
CONTRACT EXPIRATION DATE: 12/31/16
CONTRACT NUMBER: N/A
CONTRACT AMOUNT: \$17,843.00

DEPARTMENTAL COMPONENT: 2016 Area Plan Contract in the amount of \$17,843.00 for the provision of Senior Legal Services

COUNTY OF SUSSEX
DIVISION OF
SENIOR SERVICES
ATTACHMENT C TO AGREEMENT

Method of Payment and Reporting Requirements

Payment will be made:

On a reimbursable basis monthly when requisitioned.

No additional payments.

The submissions required for payments include a properly executed County of Sussex payment request with the completed quarterly report(s) specified below:

1. A Request for Reimbursement form
2. A Financial Status Report
3. A Narrative and Programmatic Report
4. Quarterly PSST Reports on file with the Office

RESOLUTION RE: AWARD OF CONTRACT BASED ON PROPOSALS RECEIVED THROUGH THE COMPETITIVE CONTRACTING PROCESS FOR THE PROVISION OF ADULT PROTECTIVE SERVICES (APS) WITH SUSSEX COUNTY DIVISION OF SOCIAL SERVICES FOR THE PERIOD OF JANUARY 1, 2016 THROUGH DECEMBER 31, 2016

WHEREAS, the request for proposals for the Sussex County Department of Human Services, Division of Senior Services was advertised for the provision of goods and services on August 12, 2015 and publicly received by the Sussex County Bid Proposal Committee on September 10, 2015 pursuant to N.J.S.A. 40A:11-4 et seq.; and

WHEREAS, the Sussex County Department of Human Services, Division of Senior Services invites Proposals from perspective providers for a broad range of social services for the Senior Citizens of Sussex County. Individual grants will be determined by the Sussex County Division of Senior Services and contracts will be awarded by the Board of Chosen Freeholders by Resolution. This proposal will provide the basis for award of the service contracts for calendar years 2016, 2017 and 2018; and

WHEREAS, the process has been followed as outlined in the law and policy directive; and

WHEREAS, the County Treasurer has certified that the funds are subject to the receipt of adequate funds from the State of New Jersey, as evidenced by the attached Treasurer's Certification. All contracts and levels of service are subject to final allocation of funding by the State of New Jersey and the Board of Chosen Freeholders.

NOW, THEREFORE, BE IT RESOLVED that the Freeholder Director and Clerk of the Board are authorized and directed to execute an Agreement with the Sussex County Division of Social Services for the provision of the Adult Protective Services (APS) Program; and

BE IT FURTHER RESOLVED that said Agreement shall provide up to \$74,965.00 APS funds for the period of January 1, 2016 through December 31, 2016 subject to the final distribution of funds from the State of New Jersey Department of Human Services, Division of Aging Services; and

BE IT FURTHER RESOLVED that the Clerk of the Board of Chosen Freeholders is directed to provide for the publication of this Resolution awarding said Contract, in summary form, in the New Jersey Herald within 10 days from the adoption hereof; and

BE IT FURTHER RESOLVED that certified copies of this Resolution, together with copies of the Agreement, be forwarded to Sussex County Division of Social Services, Attention: Carol Novrit, 83 Spring Street; Newton, NJ 07860.

Certified as a true copy of the Resolution adopted by the Board of Chosen Freeholders on the 9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex, New Jersey

CERTIFICATION RE: BUDGET APPROPRIATION FOR AWARDING OF CONTRACT

I, Robert J. Maikis, Jr., Treasurer, County of Sussex, hereby certify to the Clerk, Board of Chosen Freeholders that certification is subject to adequate funds being received from the State of New Jersey and appropriated from the Reserve for Grant Funds in the budget appropriation(s) entitled:

2016 Grant Fund Reserve Adult Protective Services (APS) (01-213-41-815-16-435)	\$74,965.00
--	-------------

for awarding of a contract for:

Adult Protective Services (APS) Program for the County of Sussex, Division of Social Services for the period of January 1, 2016 through December 31, 2016. Total APS funds not to exceed \$74,965.00.

to: County of Sussex
Division of Social Services
83 Spring Street
Newton, New Jersey 07860

Robert J. Maikis, Jr., Treasurer

Dated: December 9, 2015
Requisition #

NOTICE OF CONTRACT AWARDED

The Board of Chosen Freeholders of the County of Sussex has awarded a Contract through competitive contracting pursuant to N.J.S.A. 40A:11-4.5. The Contract and Resolution authorizing same are available for public inspection in the Office of the Clerk of the Board of Chosen Freeholders at any time during regular business hours of said official.

Awarded To:	Sussex County Division of Social Services One Spring Street Newton, NJ 07860
Services:	Provision of Adult Protective Services under the services of the Area Plan Contract
Approximate Cost:	\$74,965.00
Time Period:	The term of this Contract will be in effect from January 1, 2016 to December 31, 2016.

**BY ORDER OF THE BOARD OF CHOSEN
FREEHOLDERS OF THE COUNTY OF SUSSEX**

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex, New Jersey

Dated: December 9, 2015

COUNTY OF SUSSEX
DIVISION OF
SENIOR SERVICES
AGREEMENT

Area Plan Grant Agreement Number 16-____-__

Date January 1, 2016

Appropriation Code: 01-213-41-815-16-435

Project: Adult Protective Service (APS) Program

Grantee: County of Sussex, Division of Social Services

INDEX TO PROVISIONS OF AGREEMENT

General Provisions

1. Term of Agreement
2. Compliance
3. Subcontracts
4. First Amendment Compliance
5. Focal Points
6. Funding Disclosure
7. Other Funds
8. Scope of Service
9. Compensation
10. Method of Payment
11. Books and Records
12. Reports and Submissions
13. Travel Expenses
14. Personal Property
15. Unexpended Fund Balances
16. Changes
17. Assignability
18. Discrimination Prohibited
19. Availability of Funds
20. Termination
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Attachments

"A" - Scope of Services

"B" - Approved Budget

"C" - Method Payment and Reporting Requirements

"D" – HIPAA Agreement

COUNTY OF SUSSEX
DIVISION OF SENIOR SERVICES
GRANT AGREEMENT

DEFINITIONS:

Project: Sussex County Division of Social Services
83 Spring Street
Newton, New Jersey 07860

Legislative Act: Older American Act of 1965, as Amended

Authorized Appropriation:

Account Title: Adult Protective Services (APS)

Account Code: 01-213-41-815-16-435

Contract Period: Contract period shall mean the Term of Agreement as specified in paragraph number one.

This AGREEMENT, is by and between the Sussex County Board of Chosen Freeholders on behalf of the Sussex County Division Senior Services, hereinafter referred to as the "County", and Sussex County Division of Social Services, 83 Spring Street, Newton, New Jersey, 07860, hereinafter referred to as the "Grantee".

WITNESSETH THAT:

1. Term of Agreement. This Agreement shall be effective as of the 1st day of January, 2016 and shall terminate no later than the 31st day of December, 2016.
2. Compliance. The Grantee agrees that it shall comply with all provisions of the authorizing appropriation, the Act, and any regulations requirements or guidelines which the County may issue, whether explicitly referred to herein or not. It is further agreed that the Grantee shall seek and develop its own source of funding in anticipation of the expiration of this Grant. In no event shall this Grant be construed as a commitment by the County to expend funds beyond the termination date set forth in Paragraph 1.
3. Subcontracts. In accepting this contract, the Recipient shall include the following provisions in sub-contracts, with any subcontractor or third party that utilizes Area Plan funding under this contract. An AAA subcontractor, or third party, utilizing Area Plan funding shall comply with all federal, State, and local laws related to the Older Americans Act.
4. First Amendment Compliance. Funds provided under this contract shall not be utilized in a manner, which would contravene the Establishment Clause of the First Amendment of the United States Constitution. Specifically, these conditions are as follows:

- a) In no event shall the provision of the services to be funded under this agreement be conditioned upon attendance at or participation in religious programs, services, or activities;
- b) Any services to be provided under this agreement shall be essentially secular in nature and scope and in no event shall there be any religious services, counseling, proselytizing, instruction, or other religious influence undertaken in connection with the provision of such services; and
- c) Funds provided under this contract shall not be used for the construction, rehabilitation, or restoration of any facility owned by a religious organization and used, now or in the future, for any religious activity or purpose.

5. Focal Points. Identify, when feasible, a focal point for comprehensive service delivery.

6. Funding Disclosure. Grantee shall disclose all sources and expenditure of funds such agency receives or expends to provide services to older individuals to the State Unit on Aging or the Commissioner for the Department of Human Services upon request.

7. Other Funds. The Grantee shall not use funds provided under this Agreement to replace existing or committed financial support for the same project, except as may be provided by this Agreement or with the express written approval of the County.

8. Scope of Services In consideration of the Grant provided by this Agreement, the Grantee shall, in a satisfactory and proper manner as determined by the County, perform all services specified in Attachment "A".

9. Compensation. The County shall provide to the Grantee a sum not to exceed \$74,965.00 APS funds. The Grantee shall expend project funds in accordance with the Approved Budget as set forth on Attachment B, the amounts expended for the Personnel and Consultants which shall not have been expended in accordance with Attachment B shall be credited against and deducted from the total compensation to be paid to the Grantee under this Agreement. Except as shall be more specifically limited on Attachment B, the amounts expended for each of the major cost categories listed on Attachment B may not exceed the approved amount by more than 10% or \$500.00 whichever is greater provided, however, that the total Approved Budget is not exceeded. The express prior written approval of the Administrator, Sussex County Department of Human Services, is necessary to amend any budget category.

10. Method of Payment. The County shall make payments under this Agreement upon the submission of a properly executed Sussex County Official Voucher together with such other documentation as may be required. The manner and form of such submission shall be in accordance with the procedures described on Attachment C, and detailed reimbursement request.

11. Books and Records. The Grantee shall maintain such records and accounts as are deemed necessary by the County to assure a proper accounting for all project funds, County of Sussex, State of New Jersey and non-state shares. These records shall be available for audit and examination by any governmental agency having an interest in the project. The County shall have the right to conduct said audit or examination at any time during the regular working hours of this project. Said records shall be retained for five (5) years after expiration of this Agreement, unless the County, in writing, specifically waives such requirement. The Grantee hereby acknowledges that the County shall carry out such monitoring and evaluation activities as it shall, from time to time, require for proper administration and performance of the Agreement.

12. Reports and Submissions. The Grantees shall submit such reports relating to the activities and the finances of the project as shall be required by the County. The required reports shall be in the form specified on Attachment C. Grantee shall submit a final report within 15 days after the contract period.

13. Travel Expenses. The Grantee, if a public agency, shall charge expenses for travel in accordance with the customary practice in the government of which the agency is a part. If the Grantee is a private Agency, expenses charged for travel shall not exceed those allowable under the State of New Jersey Travel Regulations. In any event, travel expenses shall not be charged in excess of the allowable budget amount.

14. Personal Property. If personal property, including equipment, costing less than one hundred dollars (\$100.00) per item is acquired and used for three (3) years from date of acquisition for approved contract purposes, title to such property shall vest in the Grantee. Personal property, including equipment, costing more than one hundred dollars (\$100.00) or used for less than three (3) years shall be owned by the County. The County, at its option, may, however, permit the Grantee to retain such property, subject to the reimbursement to the County of its cost minus a fair rental value for the period of actual use.

15. Unexpended Fund Balances. The Grantee may incur costs only during the period set forth in paragraph number 1 of this Agreement. Expenditures made before or after these dates shall be disallowed. Funds obligated, but not disbursed at the end of the contract period, shall be liquidated within thirty (30) days after the close of the contract period and any unexpended fund balance remaining shall be returned to the County with the submission of the final report. The County, at its discretion, may authorize the Grantee to use the unexpended grant funds:

a. for approved grant purposes after the end of the contract period if the project is continuing activity and the County intends to enter into another agreement for a period. Under such circumstances, the amount of the subsequent grant shall be reduced by the amount of the unexpended funds remaining at the end of the previous contract period.

b. for approved grant purposes, if the County authorizes an extension of the contract period.

In no event shall the Grantee use unexpended funds after the contract period without the expressed written approval of the County.

16. Changes. The County may, from time to time, request changes in the scope of services of the Grantee to be performed hereunder. Such changes, including any increase or decrease in the amount of the Grantee's compensation, which are mutually agreed upon by and between the County and Grantee, must be incorporated in written amendments to this Agreement, and be approved by the Administrator of the Sussex County Department of Human Services.

17. Assignability. The Grantee shall not subcontract any of the work or services covered by this Agreement, nor shall any interest in this Agreement be assigned or transferred, except as may be provided within the terms of this County, and the Administrator of the Sussex County Department of Human Services.

18. Discrimination Prohibited. The Grantee shall not discriminate in the performance of this Agreement because of sex, race, creed or nation origin. The Grantee agrees to comply with Section 504 of the Rehabilitation Act of 1973.

19. Availability of Funds. The parties hereto recognize that the Grant Agreement, made on behalf of the County, is dependent upon such funding appropriations as may be made by the State of New Jersey, the Federal Government, the County of Sussex or other funding sources; the County shall not be held liable for any breach of this Agreement because of the absence available funding appropriations.

20. Termination. The County may, by giving written notice to the Grantee specifying the effective date, terminate this Agreement in whole or in part for any cause, which shall include but not be limited to:

- a. Utilization of any portion of the appropriation hereunder to employ or otherwise compensate any person employed by the Division of Senior Services who has directly participated in the negotiation or approval of this Agreement;
- b. Discovery of any pecuniary or personal interest by the Grantee, its employees, its officers, its trustees, or its directors in the project, or in any contract emanating from the operation of this project;
- c. Failure, for any reason, of the Grantee to satisfy its obligation under this Agreement;
- d. Submission by the Grantee to the County of reports that are incorrect or incomplete in any material respect;
- e. Any improper or inefficient use of funds, provided under this Agreement;
- f. Failure of the Grantee to permit the County to make an inspection of the administrative or operation facilities of the project;

- g. Conduct or acts of the Grantee and/or its staff which are detrimental to the objectives of this project;
- h. Any violation of the New Jersey Conflicts of Interest Law, N.J.S.A. 52:13D-12 et seq.;
- i. Failure to incorporate into grantees Personnel Policies and Procedures a system of full disclosure of all employees and applicants for employment who have been convicted of a crime.

Upon termination of this Agreement, the Grantee shall forthwith return all proceeds of the grant to the County within thirty (30) days.

21. Insurance. The Grantee does hereby represent that it presently maintains a policy of Liability Insurance in an amount not less than \$1,000,000.00 total arising from any one injury, which policy will cover all services the Grantee will provide under the terms of this Agreement. The Grantee further represents that it shall maintain said policy in full force and effect at all times during the term of this Agreement and shall indemnify and hold harmless the County of Sussex and the Division of Senior Services from any and all claims and damages, including attorneys fees, resulting from the performance of said services. The Grantee shall be obligated to see that a copy of the Liability Insurance Policy currently in force is on file with the Sussex County Department of Human Services at all times. The Grantee agrees to name the County of Sussex as an additional insured on its Liability Insurance Policy and will provide the County of Sussex with a Certificate of Insurance naming the County as an additional insured.

SUPPLEMENTARY PROVISION
(Provisions Numbered 22 and following)

22. The Project Director shall maintain a liaison with the County of Sussex Division of Senior Services.
23. There shall be no requirements to be met by the elderly client and/or participant (any person 18 years of age or over that is being abused, neglected, or exploited) as a prerequisite to receiving the services of the project.
24. All vehicles operated by the project shall be in accordance with the New Jersey State Motor Vehicle Laws and operated by persons who:
- a. possess a valid New Jersey Drivers License, and
 - b. are free from any impairing illness or disability.
25. A sign shall be prominently displayed on all vehicles and in all facilities operated or conjugation with the project stating that the project is funded under Title III of the Older Americans Act of 1965, as amended, through a grant by the Sussex County Division of Senior Services.
26. In like manner, a notation of the above shall appear on all stationery, publications and public information relating to the project and its scope of services.
27. The following regulations concerning publication shall be adhered to by the Grantee:
- a. Any books, reports, pamphlets, papers, or articles receiving support under Title III must contain an acknowledgment of that support.
 - b. A copy of the book, reports, pamphlets, papers, or articles must be filed with the Director of the Division of Senior Services, County of Sussex, prior to publication.
 - c. The U.S. Department of Health and Human Services Administration on Aging, (hereinafter call AOA) reserves the option to receive free of charge up to 12 copies of any publication published as part of a Title III project, and 2 copies of any publication based on project activities.
 - d. Where a project results in a book or other copyrightable material, the author is free to obtain a copyright, but AOA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, or authorize other to use, all such material.
28. Quarterly and statistical reports shall be due every three months of the project period.

29. The Grantee must enter all client information into the automated reporting system (SAM's) for documenting and reporting purposes.

30. Any amendments to this agreement can be executed between the Sussex County Division of Senior Services and the Grantee, after review and approval by the Board of Chosen Freeholders, and the Administrator, Department of Human Services. Such amendments will be forwarded to the Sussex County Board of Chosen Freeholders after signature by the Grantee and the Sussex County Division of Senior Services.

31. The Grantee shall reinvest all income derived from the program.

32. An audit will be conducted of the Title III programs by the County of Sussex.

33. The Grantee shall comply with the rules of the Sussex County Division of Senior Services Operation Manual concerning Subgrantees.

34. The Grantee shall submit any required quarterly reports within nine (9) days of the last day of the quarter. Failure to file reports will result in withholding of payments.

35. The Grantee shall be represented at the Mandatory Quarterly Grantee Meetings as established and planned by the Division of Senior Services.

36. The Grantee shall establish and post a Grievance Procedure in their respective agency, in accordance with guidelines established by the New Jersey Department of Human Services, Division of Aging Services, and the Division of Senior Services. The Grievance Procedure established by the Division of Senior Services is also required to be posted in their respective agency.

37. The Grantee shall submit a copy of its annual independent fiscal audit to the Sussex County Division of Senior Services.

38. The Grantee shall submit information related to clients served through the Agreement either by name, case number or a unique identification code when requested by the Sussex County Division of Senior Services.

39. The Grantee must have an Emergency Preparedness Plan and guide to use in the event of an emergency.

40. In the event the Grantee does not perform any of the services, obligations, or responsibilities provided for under this contract, or in the event that the program or service does not attain the objectives as originally proposed or as set forth in this agreement to the satisfaction of the County, then the County may withhold all, or a portion of, any payment to be made under this Agreement, and in addition, may declare this contract null and void. In the event of termination, the County will have no further liability to the Grantee and in no event will the County be liable to pay for services not actually rendered.

IN WITNESS WHEREOF, the Board of Chosen Freeholders and the Grantee have executed this Agreement #16 -00.

Carol A. Novrit
Director

Date

ATTEST:

Board of Chosen Freeholders
of the County of Sussex

Catherine M. Williams, Clerk

Phillip R. Crabb
Freeholder Director

Date

Contract with County of Sussex, Division of Social Services for the provision of Adult Protective (APS) Services for the period of January 1, 2016 to December 31, 2016 in the amount of \$74,965.00.

COUNTY OF SUSSEX
DIVISION OF SENIOR SERVICES
ATTACHMENT A TO AGREEMENT

GRANTEE: Sussex County Division of Social Services
Adult Protective Services (APS) Program

GRANTEE ADDRESS: County of Sussex
Division of Social Services
83 Spring Street
Newton, New Jersey 07860

PROJECT TITLE: Adult Protective Services (APS) Program

POPULATION TO BE SERVED:

Anyone in Sussex County who is referred for Adult Protective Services will be screened for appropriateness of referral and investigated as necessary. Anyone who meets the criteria of a vulnerable adult who is the subject of abuse, neglect (including self-neglect) or exploitation is accepted for APS services. The individual may also be subsequently accepted into other agency programs if eligibility exists. There is no income or resource limit for APS services.

SERVICE AREA:

Shall be all of the County of Sussex.

OPERATIONAL OBJECTIVE:

As the Sussex County Adult Protective Services provider, the Division of Social Services will provide voluntary or court ordered social, legal, financial, medical or psychiatric services necessary to safeguard a vulnerable adult's rights and resources, and to protect a vulnerable adult from abuse, neglect or exploitation.

The responsibility of APS is to the client who has been determined to be vulnerable, not to the family or community when interests conflict.

If a client is determined competent, that individual's right to choose will be respected.

In the ideal situation, the protection of the vulnerable adult will provide for his/her safety in the least restrictive setting, while simultaneously respecting his/her right to self-determination.

GOALS AND OBJECTIVES:

To provide for appropriate intake, investigation, monitoring and services to protect a vulnerable adult in the community from abuse, neglect or exploitation to fulfill the requirements of NJSA 52:27D-406.

PURPOSE:

To comply with the provisions of NJSA 52.27D-406, the Adult Protective Service Act, requiring the protection of vulnerable adults.

Scope of Services

Units of service to be delivered as stipulated in the Area Plan:

Units 3946

One unit of service equals \$19 per half hour

Number of cases:

Monthly 4

12 months 43

Unduplicated number of older persons to be served directly:

Monthly 4

12 months 43

Unduplicated number of minority older persons to be served directly:

Monthly .5

12 months 6

Unduplicated number of low income older persons to be served directly:

Monthly 2

12 months 24

Unduplicated number of frail, older persons to be served directly:

Monthly 4

12 months 43

Unduplicated number of vulnerable persons to be served directly:

Monthly 4

12 months 43

DESCRIPTION OF ACTIVITIES TO TAKE PLACE IN CARRYING OUT OBJECTIVE(S):

1. All APS activities are conducted by staff who have met the required 90 hours of APS training.
2. The initial call or referral is screened by an adult worker. If the case is clearly not APS (not in the community, not lacking in capacity, living in another county, etc.) an APS inappropriate referral form is completed. Client may still be referred for a field outreach visit to assess for other agency services or voluntary services.
3. If it appears from the initial referral that the case is potentially APS it is assigned to a field worker with a visit to be made within APS timeframes, 24 hours if urgent with a risk of imminent harm, and 3 working days otherwise.
4. After the initial visit the case is either substantiated and accepted for APS or not substantiated and possibly accepted for other services, including adult services.
5. When accepted for APS, Sussex County Division of Social Services puts in place services to alleviate the abuse or neglect. This is done voluntarily when possible and by court order as a last resort.
6. These services include accessing medical care for client, putting in place home care services, cleaning the home, handling legal and financial matters, and alternate living arrangements when necessary.
7. If the client or caregiver is refusing services, a client is evaluated by a psychiatrist for capacity. If it appears the client is lacking in capacity a guardianship or protective order is started to access those services.
8. Until a court determines that an individual is "lacking in capacity", that individual is considered to have capacity.

9. Appropriate documentation of activities will be maintained as required for review by the state supervising and funding agency – the Department of Human Services, Division of Aging Services. The Sussex County Division of Social Services will comply with the provisions of NJSA 52.27D-406 and NJAC 8:89.

10. The case closes for APS when the vulnerable adult is no longer the subject of abuse, neglect or exploitation. Often the case remains open for our services under “adult services” when the APS part of the case loses.

PROJECT PERSONNEL:

A portion of time of the following staff as needed:

1 Director of Welfare/Social Services

1 Administrative Supervisor of Family Services

1 Assistant Administrative Supervisor of Family Services

1 Social Work Supervisor

7 Social Workers

Various additional Division of Social Services Business staff as needed

County of Sussex Counsel as needed

TIMETABLE: January 1, 2016 - December 31, 2016

1. The referral is taken in person immediately.

2. If the referral is urgent with the risk of imminent harm a home visit is made within 24 hours.

3. Non-urgent visits are made within 3 working days.

4. Services are put in place as soon as possible to alleviate abuse, neglect or exploitation.

5. Visits are made at least monthly on open APS cases.

6. Cases are closed for APS when the vulnerable adult is no longer the subject of abuse, neglect or exploitation.

Service available: Office Hours are Monday-Friday, 8:30 AM – 4:30 PM.

A 24-Hour Hotline is available for nights, weekends and holidays.

ATTACHMENT B TO AGREEMENT
COUNTY OF SUSSEX
BOARD OF CHOSEN FREEHOLDERS
DIVISION OF SENIOR SERVICES
ONE SPRING STREET
NEWTON, NJ 07860

1. Title of Project: Adult Protective Services (APS) Program

2. Type of Application:
New Continuation Revision Supplement

3. Project Director (Name, Title, Department and Address, including Zip Code)

Carol A. Novrit
County of Sussex
Division of Social Services
83 Spring Street
Newton, New Jersey 07860

4. Applicant Agency (Name and Address, including Zip Code)

County of Sussex
Division of Social Services
83 Spring Street
Newton, New Jersey 07860

5. Name, Title, Address of Official Authorized to Sign for Applicant Agency:

Carol A. Novrit
County of Sussex
Division of Social Services
83 Spring Street
Newton, New Jersey 07860

6.	Dates of:	From	Through	Amount
	A. Project Period	1-1-16	12-31-16	
	B. Budget Year	1-1-16	12-31-16	\$74,965.00

7. Type of Organization:
Public Agency
Private Non-Profit Agency

8. Payee (Specify to Whom Checks should be sent - Name, Title, Address)
County of Sussex
Division of Social Services
83 Spring Street
Newton, New Jersey 07860

9. For County Use Only:

A.	Total Project Costs	\$ 74,965.00
B.	Project Income	0.00
<hr/>		
C.	Project Net Costs (Line A Less Line B)	74,965.00
D.	Local Non-Federal Participation	0.00
<hr/>		
E.	Funds Requested (Line C Less Line D)	74,965.00

PROJECT BUDGET

<u>Categories</u>	<u>Cash</u>	<u>In-Kind</u>	<u>Total</u>
Other Costs 3,946 units @ \$19.00 Per unit			
Total Other Costs	74,965.00		74,965.00
Total Costs	74,965.00		74,965.00

Total Budget	<u>\$ 74,965.00</u>
Total Projected Units of Service	<u>3,946</u>
Cost of Unit (Budget divided by Units of Service)	<u>19.00</u>

SUPPORTING BUDGET SCHEDULE
LOCAL NON-FEDERAL PARTICIPATION

SOURCE	AMOUNT
Cash Resources	
Adult Protective Services	\$ 74,965.00
Subtotal	\$ 74,965.00
In-Kind Resources	
	0.00
Subtotal	\$ 0.00
Non-Federal Other (Include Services)	
Client Donations	\$ 0.00
Subtotal	\$ 74,965.00
Total	\$ 74,965.00

**COUNTY OF SUSSEX
DEPARTMENT OF HUMAN SERVICES**

This CONTRACT is effective as of the date recorded on the signature page between the County of Sussex and Sussex County Division of Social Services hereafter identified as the Provider Agency.

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

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

THEREFORE the County and the Provider Agency agree as follows:

I. DEFINITIONS

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

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

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

Notice means an official written communication between the County and the Provider Agency. All Notices shall be delivered and directed to the persons and addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

Termination means an official cessation of this Contract, resulting either from routine expiration or from action taken by the County or the Provider Agency, in accordance with provisions contained in this Contract, to nullify the Contract prior to term.

II. BASIC OBLIGATIONS OF THE COUNTY

Section 2.01 Payment. As established in the Annex(es), payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the County in accordance with the time frames specified in the Annex(es). Total payments shall not exceed the maximum Contract amount, if any specified in the Annex(es). All payments authorized by the County under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.07 Audit or on the basis of a County monitoring or evaluation of the Contract.

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

III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

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

Section 3.02 Reporting. The Provider Agency shall submit to the County programmatic and financial reports on forms provided by the County. The reporting frequency and due date(s) are specified and sample forms to be used are included in the Annex(es).

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

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

Section 3.04 Affirmative Action.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS
Exhibit A attached hereto (2 pages)

Section 3.05 County Policies and Procedures. In the administration of this Contract, the Provider Agency shall comply with all applicable policies and procedures issued by the County, including, but not limited to, the policies and procedures contained in the State's Contract Reimbursement Manual (as from time to time amended) and the State's Contract Policy and Information Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to terminate this Contract.

Section 3.06 Financial Management System. The Provider Agency's financial management system shall provide for the following:

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

Section 3.07 Audit. At any time during the Contract term, the Provider Agency's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the Provider Agency under Section 5.02 Assignment and Subcontracts may be subject to audit by the County, by any other appropriate unit or agency of State or federal government, and/or by a private firm or

firms retained or approved by the County for such purpose.

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

The County may require submission of the Provider Agency's annual organization-wide audit.

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

Section 3.08 Business Registration. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

IV. TERMINATION

Section 4.01 Termination by Provider Agency. The Provider Agency may terminate this Contract upon 60 calendar days' advance Notice to the County. If the Contract is terminated under this section, the Provider Agency shall settle all accounts with the County in the manner specified by the County and shall be subject to a final audit under Section 3.07 Audit.

Section 4.02 Termination for Cause. If the Provider Agency is not or has not been in compliance with any provision(s) of this Contract, the County may, by Notice, place the Provider Agency in default of the Contract and, in accordance with County policy and procedures, may reduce Contract funding or terminate the Contract.

Section 4.03 Reduction or Termination Due to Fiscal Constraints. Anything to the contrary in this Contract notwithstanding, the parties recognize and agree that the County's ability to honor the terms and conditions of this Contract is contingent upon receipt of federal funds and/or appropriations of the State Legislature. If during the term of this Contract, therefore, the federal and/or the State government reduces its allocation to the County, the County reserves the right, upon Notice to the Provider Agency, to reduce or terminate the Contract.

V. MISCELLANEOUS

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

Section 5.02 Assignment and subcontracts. This Contract may not be assigned by the Provider Agency, in whole or in part, without the prior written consent of the County. Such consent, if granted, shall not relieve the Provider Agency of its responsibilities under the Contract. All approved assignments and subcontracts shall become part of this contract, and the Provider Agency shall bear full responsibility, without recourse to the State (including the County), for their performance. The Provider Agency shall forward copies of all assignment and subcontract documents to the County and shall retain copies of them on file together with this Contract.

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

Section 5.04 Insurance. The Provider Agency shall maintain adequate insurance coverage. The County shall be included as an additional named insured on any insurance policy applicable to this Contract. Should the Provider Agency fail to pay any premium on any insurance policy when due, the County may pay the premium and, upon Notice to the Provider Agency, reduce payment to the Provider Agency by the amount of the premium payment.

Section 5.05 Indemnification. The Provider Agency shall defend, indemnify and otherwise save harmless the County, its agencies, departments, bureaus, boards, officials and employees from any and all claims or actions at law, whether for personal injury, property damage or liabilities, including the costs of defense (a) which arise from acts or omissions, whether negligent or not, of the Provider Agency or its agents, employees, servants, subcontractors, material suppliers or others working for the Provider Agency, irrespective of whether such risks are within or beyond the control of the Provider Agency, or (b) which arise from any failure to performance.

Notwithstanding the Provider Agency's responsibilities outlined above in this section, the County reserves the right to provide its own attorney(s) to assist in the defense of any legal actions which may arise as a result of this Contract.

Section 5.06 Statement of Non-Influence. No person employed by the County has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the Provider Agency or any representative thereof in order to influence the awarding or administration of this Contract.

Section 5.07 Exercise of Rights. A failure or a delay on the part of the County or the Provider Agency in exercising any right, power or privilege under this Contract shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

Section 5.08 Sufficiency of Funds. The provider Agency agrees that this Contract is contingent upon availability of appropriated funding and fulfillment of the following procedure: A contract confirmation letter shall be sent by the County to the Provider Agency prior to the effective date of the contract. That confirmation shall include the Contract term and the negotiated Contract reimbursable ceiling. The confirmation letter shall be signed by the authorized Provider Agency signatory and returned to the office of Finance and Accounting.

The Contract shall not be valid or binding and no payment(s) will be approved until the Office of Finance and Accounting is in receipt of a properly executed confirmation letter from the provider. The Contract term and reimbursable ceiling specified in the contract confirmation letter are hereby incorporated into and made a part of this Contract.

Section 5.09 Collective Bargaining. State and federal law allow employees to organize themselves into a collective bargaining unit.

Funds provided under this Contract shall not be utilized to abridge the rights of employees to organize themselves into a collective bargaining organization or preclude them from negotiating with Provider Agency management.

Section 5.10 Independent Employer Status. Employees of Provider Agencies that Contract with the County are employees of the Provider Agency, not the County.

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

As Such, the Provider Agency acknowledges that it is an independent contractor, providing services to the County, typically through a contract-for-services agreement. As independent contractors, Provider Agencies are responsible for the organization's overall functions which include the overseeing and monitoring of its operations, establishing the salary and benefit levels of its employees, and handling all personnel matters as the employer of its workers.

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

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

VI. CONTRACT SIGNATURES AND DATES

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

BY: _____
(signature)

BY: _____
(signature)

Phillip R. Crabb
TITLE: Freeholder Director

Carol A. Novrit
TITLE: Director

PROVIDER AGENCY:
Sussex County
Division of Social Services.

ATTEST BY: _____
Catherine M. Williams
Clerk of the Board

CONTRACT EFFECTIVE DATE: 1/1/16
CONTRACT EXPIRATION DATE: 12/31/16
CONTRACT NUMBER: N/A
CONTRACT AMOUNT: \$74,965.00

DEPARTMENTAL COMPONENT: 2016 Area Plan Contract in the amount of \$74,965.00 for the provision of Adult Protective Services.

COUNTY OF SUSSEX
DIVISION OF
SENIOR SERVICES
ATTACHMENT C TO AGREEMENT

Method of Payment and Reporting Requirements

Payment will be made:

On a reimbursable basis monthly when requisitioned.

No additional payments.

The submissions required for payments include a properly executed County of Sussex payment request with the completed quarterly report(s) specified below:

1. A Request for Reimbursement form
2. A Financial Status Report
3. A Narrative and Programmatic Report
4. Monthly PSST Reports on file with the Office

RESOLUTION RE: AWARD OF CONTRACT BASED ON PROPOSALS RECEIVED THROUGH THE COMPETITIVE CONTRACTING PROCESS FOR THE PROVISION OF RESIDENTIAL MAINTENANCE WITH NORWESCAP, INC. FOR THE PERIOD OF JANUARY 1, 2016 THROUGH DECEMBER 31, 2016

WHEREAS, the request for proposals for the Sussex County Department of Human Services, Division of Senior Services was advertised for the provision of goods and services on October 13, 2015 and publicly received by the Sussex County Bid Proposal Committee on November 10, 2015 pursuant to N.J.S.A. 40A:11-4 et seq.; and

WHEREAS, the Sussex County Department of Human Services, Division of Senior Services invites Proposals from perspective providers for a broad range of social services for the Senior Citizens of Sussex County. Individual grants will be determined by the Sussex County Department of Human Services, Division of Senior Services and contracts will be awarded by the Board of Chosen Freeholders by Resolution. This proposal will provide the basis for award of the service contracts for calendar years 2016, 2017 and 2018; and

WHEREAS, the process has been followed as outlined in the law and policy directive; and

WHEREAS, the County Treasurer has certified that the funds are subject to the receipt of adequate funds from the State of New Jersey, as evidenced by the attached Treasurer's Certification. All contracts and levels of service are subject to final allocation of funding by the State of New Jersey and the Board of Chosen Freeholders.

NOW, THEREFORE, BE IT RESOLVED that the Freeholder Director and the Clerk of the Board are authorized and directed to execute an Agreement with NORWESCAP, INC. for the provision of Residential Maintenance; and

BE IT FURTHER RESOLVED that said Agreement shall provide up to \$11,498.00 SHTP funds and \$313.00 County Match, \$5.00 client income and \$2,800.00 in other income for the period of January 1, 2016 through December 31, 2016; and

BE IT FURTHER RESOLVED that the Clerk of the Board of Chosen Freeholders is directed to provide for the publication of this Resolution awarding said Contract, in summary form, in the New Jersey Herald within 10 days from the adoption hereof; and

BE IT FURTHER RESOLVED that certified copies of this Resolution, together with copies of the Agreement, be forwarded to NORWESCAP, INC., Attention: Mr. Terry Newhardt, 350 Marshall Street, Phillipsburg, NJ 08865.

Certified as a true copy of the Resolution adopted by the Board of Chosen Freeholders on the 9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex, New Jersey

CERTIFICATION RE: BUDGET APPROPRIATION FOR AWARDING OF CONTRACT

I, Robert J. Maikis, Jr., County of Sussex, hereby certify to the Clerk, Board of Chosen Freeholders that certification is subject to adequate funds being received from the State of New Jersey and appropriated from the Reserve for Grant Funds in the budget appropriation(s) entitled:

2016 Reserve for Grant Funds		
SHTP	(01-213-41-809-16-435)	\$11,498.00

Subject to 2016 current funds in the budget appropriation(s) entitled:

2016 County Funds		
(01-201-27-343-435)		\$ 313.00

for awarding of a contract for:

NORWESCAP, INC. for the provision of Residential Maintenance for the period January 1, 2016 through December 31, 2016. Total SHTP funds not to exceed \$11,498.00 and County Funds not to exceed \$313.00.

to: NORWESCAP, Inc.
350 Marshall Street
Phillipsburg, New Jersey 08865

Robert J. Maikis, Jr., Treasurer

Dated: December 9, 2015
Requisition #

NOTICE OF CONTRACT AWARDED

The Board of Chosen Freeholders of the County of Sussex has awarded a Contract through competitive contracting pursuant to N.J.S.A. 40A:11-4.5. The Contract and Resolution authorizing same are available for public inspection in the Office of the Clerk of the Board of Chosen Freeholders at any time during regular business hours of said official.

Awarded To:	NORWESCAP, Inc. 350 Marshall Street Phillipsburg, NJ 08865
Services:	Provision of Residential Maintenance under the services of the Area Plan Contract
Approximate Cost:	\$11,811.00
Time Period:	The term of this Contract will be in effect from January 1, 2016 to December 31, 2016.

**BY ORDER OF THE BOARD OF CHOSEN
FREEHOLDERS OF THE COUNTY OF SUSSEX**

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex, New Jersey

Dated: December 9, 2015

COUNTY OF SUSSEX
DIVISION OF
SENIOR SERVICES
AGREEMENT

Area Plan Grant Agreement Number 16- - Date January 1, 2016

Appropriation Code: 01-213-41-809-16-435 (SHTP)
01-201-27-343-435 (County)

Project: Residential Maintenance

Grantee: NORWESCAP, INC.

INDEX TO PROVISIONS OF AGREEMENT

General Provisions

1. Term of Agreement
2. Compliance
3. Subcontracts
4. First Amendment Compliance
5. Focal Points
6. Funding Disclosure
7. Other Funds
8. Scope of Service
9. Compensation
10. Method of Payment
11. Books and Records
12. Reports and Submissions
13. Travel Expenses
14. Personal Property
15. Unexpended Fund Balances
16. Changes
17. Assignability
18. Discrimination Prohibited
19. Availability of Funds
20. Termination
21. Insurance

Supplementary Provisions

22. Through 41

Attachments

"A" - Scope of Services

"B" - Approved Budget

"C" - Method Payment and Reporting Requirements

"D" – HIPAA Agreement

COUNTY OF SUSSEX
DIVISION OF SENIOR SERVICES
AGREEMENT

DEFINITIONS:

Project: NORWESCAP, INC.
350 Marshall Street
Phillipsburg, New Jersey 08865

Legislative Act: Older American Act of 1965, as Amended

Authorized Appropriation:

Account Title: Safe Housing and Transportation – SHTP

Account Code: 01-213-41-809-16-435 SHTP Funds
01-201-27-343-435 County Funds

Contract Period: Contract period shall mean the Term of Agreement as specified in paragraph number one.

This AGREEMENT, is by and between the Sussex County Board of Chosen Freeholders on behalf of the Sussex County Division of Senior Services, hereinafter referred to as the "County", and NORWESCAP, INC., 350 Marshall Street, Phillipsburg, New Jersey 08865, hereinafter referred to as the "Grantee".

WITNESSETH THAT:

1. Term of Agreement. This Agreement shall be effective as of the 1st day of January, 2016 and shall terminate no later than the 31st day of December, 2016.
2. Compliance. The Grantee agrees that it shall comply with all provisions of the authorizing appropriation, the Act, and any regulations requirements or guidelines which the County may issue, whether explicitly referred to herein or not. It is further agreed that the Grantee shall seek and develop its own source of funding in anticipation of the expiration of this Grant. In no event shall this Grant be construed as a commitment by the County to expend funds beyond the termination date set forth in Paragraph 1.
3. Subcontracts. In accepting this contract, the Recipient shall include the following provisions in sub-contracts, with any subcontractor or third party that utilizes Area Plan funding under this contract. An AAA subcontractor, or third party, utilizing Area Plan funding shall comply with all federal, State, and local laws related to the Older Americans Act.

4. First Amendment Compliance. Funds provided under this contract shall not be utilized in a manner, which would contravene the Establishment Clause of the First Amendment of the United States Constitution. Specifically, these conditions are as follows:

- a) In no event shall the provision of the services to be funded under this agreement be conditioned upon attendance at or participation in religious programs, services, or activities;
- b) Any services to be provided under this agreement shall be essentially secular in nature and scope and in no event shall there be any religious services, counseling, proselytizing, instruction, or other religious influence undertaken in connection with the provision of such services; and
- c) Funds provided under this contract shall not be used for the construction, rehabilitation, or restoration of any facility owned by a religious organization and used, now or in the future, for any religious activity or purpose.

5. Focal Points. Identify when feasible, a focal point for comprehensive service delivery.

6. Funding Disclosure. Grantee shall disclose all sources and expenditure of funds such agency receives or expends to provide services to older individuals to the State Unit on Aging or the Commissioner for the Department of Human Services upon request.

7. Other Funds. The Grantee shall not use funds provided under this Agreement to replace existing or committed financial support for the same project, except as may be provided by this Agreement or with the express written approval of the County.

8. Scope of Services. In consideration of the Grant provided by this Agreement, the Grantee shall, in a satisfactory and proper manner as determined by the County, perform all services specified in Attachment "A".

9. Compensation. The County shall provide to the Grantee a sum not to exceed \$11,811.00. Grantee shall expend project funds in accordance with the Approved Budget as set forth on Attachment B, the amounts expended for the Personnel and Consultants which shall not have been expended in accordance with Attachment B shall be credited against and deducted from the total compensation to be paid to the Grantee under this Agreement. Except as shall be more specifically limited on Attachment B, the amounts expended for each of the major cost categories listed on Attachment B may not exceed the approved amount by more than 10% or \$500.00 whichever is greater provided, however, that the total Approved Budget is not exceeded. The express prior written approval of the Administrator, Department of Human Services, is necessary to amend any budget category.

10. Method of Payment. The County shall make payments under this Agreement upon the submission of a properly executed Sussex County Official Voucher together with such other documentation as may be required. The manner and form of such submission shall be in accordance with the procedures described on Attachment C, and detailed reimbursement request.

11. Books and Records. The Grantee shall maintain such records and accounts as are deemed necessary by the County to assure a proper accounting for all project funds, County of Sussex, State of New Jersey and non-state shares. These records shall be available for audit and examination by any governmental agency having an interest in the project. The County shall have the right to conduct said audit or examination at any time during the regular working hours of this project. Said records shall be retained for five (5) years after expiration of this Agreement, unless the County, in writing, specifically waives such requirement. The Grantee hereby acknowledges that the County shall carry out such monitoring and evaluation activities as it shall, from time to time, require for proper administration and performance of the Agreement. Nothing herein shall compel the Grantee to release any information, books or records protected by the attorney-client privilege or subject to the confidentiality provisions of the Rules of Professional Conduct.

12. Reports and Submissions. The Grantees shall submit such reports relating to the activities and the finances of the project as shall be required by the County. The required reports shall be in the form specified on Attachment C. Grantee shall submit a final report within 15 days after the contract period.

13. Travel Expenses. The Grantee, if a public agency, shall charge expenses for travel in accordance with the customary practice in the government of which the agency is a part. If the Grantee is a private Agency, expenses charged for travel shall not exceed those allowable under the State of New Jersey Travel Regulations. In any event, travel expenses shall not be charged in excess of the allowable budget amount.

14. Personal Property. If personal property, including equipment, costing less than one hundred dollars (\$100.00) per item is acquired and used for three (3) years from date of acquisition for approved contract purposes, title to such property shall vest in the Grantee. Personal property, including equipment, costing more than one hundred dollars (\$100.00) or used for less than three (3) years shall be owned by the County. The County, at its option, may, however, permit the Grantee to retain such property, subject to the reimbursement to the County of its cost minus a fair rental value for the period of actual use.

15. Unexpended Fund Balances. The Grantee may incur costs only during the period set forth in paragraph number 1 of this Agreement. Expenditures made before or after these dates shall be disallowed. Funds obligated, but not disbursed at the end of the contract period, shall be liquidated within thirty (30) days after the close of the contract period and any unexpended fund balance remaining shall be returned to the County with the submission of the final report. The County, at its discretion, may authorize the Grantee to use the unexpended grant funds:

- a. for approved grant purposes after the end of the contract period if the project is continuing activity and the County intends to enter into another agreement for a period. Under such circumstances, the amount of the subsequent grant shall be reduced by the amount of the unexpended funds remaining at the end of the previous contract period.
- b. for approved grant purposes, if the County authorizes an extension of the contract period.

In no event shall the Grantee use unexpended funds after the contract period without the expressed written approval of the County.

16. Changes. The County may, from time to time, request changes in the scope of services of the Grantee to be performed hereunder. Such changes, including any increase or decrease in the amount of the Grantee's compensation, which are mutually agreed upon by and between the County and Grantee, must be incorporated in written amendments to this Agreement, and be approved by the Administrator of the Department of Human Services.

17. Assignability. The Grantee shall only subcontract work or services as provided within the terms of this Agreement with the County and the Administrator of the Department of Human Services.

18. Discrimination Prohibited. The Grantee shall not discriminate in the performance of this Agreement because of sex, race, creed or nation origin. The Grantee agrees to comply with Section 504 of the Rehabilitation Act of 1973.

19. Availability of Funds. The parties hereto recognize that the Grant Agreement, made on behalf of the County, is dependent upon such funding appropriations as may be made by the State of New Jersey, the Federal Government, the County of Sussex or other funding sources; the County shall not be held liable for any breach of this Agreement because of the absence of available funding appropriations.

20. Termination. The County may, by giving written notice to the Grantee specifying the effective date, terminate this Agreement in whole or in part for any cause, which shall include but not be limited to:

- a. Utilization of any portion of the appropriation hereunder to employ or otherwise compensate any person employed by the Division of Senior Services who has directly participated in the negotiation or approval of this Agreement;
- b. Discovery of any pecuniary or personal interest by the Grantee, its employees, its officers, its trustees, or its directors in the project, or in any contract emanating from the operation of this project;
- c. Failure, for any reason, of the Grantee to satisfy its obligation under this Agreement;
- d. Submission by the Grantee to the County of reports that are incorrect or incomplete in any material respect;
- e. Any improper or inefficient use of funds, provided under this Agreement;
- f. Failure of the Grantee to permit the County to make an inspection of the administrative or operation facilities of the project;
- g. Conduct or acts of the Grantee and/or its staff which are detrimental to the objectives of this project;
- h. Any violation of the New Jersey Conflicts of Interest Law, N.J.S.A.52:13D-12 et seq.;

Upon termination of this Agreement, the Grantee shall forthwith return all proceeds of the grant to the County within thirty (30) days.

21. Insurance. The Grantee does hereby represent that it presently maintains a policy of Liability Insurance in an amount not less than \$ 1,000,000 total arising from any one injury, which policy will cover all services the Grantee will provide under the terms of this Agreement. The Grantee further represents that it shall maintain said policy in full force and effect at all times during the term of this Agreement and shall indemnify and hold harmless the County of Sussex and the Division of Senior Services from any and all claims and damages, including attorneys fees, resulting from the performance of said services. The Grantee shall be obligated to see that a copy of the Liability Insurance Policy currently in force is on file with the Department of Human Services at all times. The Grantee agrees to name the County of Sussex as an additional insured on its Liability Insurance Policy and will provide the County of Sussex with a Certificate of Insurance naming the County as an additional insured.

SUPPLEMENTARY PROVISION
(Provisions Numbered 22 and following)

22. The Project Director shall maintain a liaison with the County of Sussex Division of Senior Services.

23. There shall be no requirements to be met by the elderly client and/or participant (any person 60 years of age or over) as a prerequisite to receiving the services of the project other than residency with the County of Sussex.

24. All vehicles operated by the project shall be in accordance with the New Jersey State Motor Vehicle Laws and operated by persons who:

- a. possess a valid New Jersey Drivers License, and
- b. are free from any impairing illness or disability.

25. A sign shall be prominently displayed on all vehicles and in all facilities operated or conjugation with the project stating that the project is funded under Title III of the Older Americans Act of 1965, as amended, through a grant by the Sussex County Division of Senior Services.

26. In like manner, a notation of the above shall appear on all stationery, publications and public information relating to the project and its scope of services.

27. The following regulations concerning publication shall be adhered to by the Grantee:

- a. Any books, reports, pamphlets, papers, or articles receiving support under Title III must contain an acknowledgment of that support.
- b. A copy of the book, reports, pamphlets, papers, or articles must be filed with the Director of the Division of Senior Services, County of Sussex, prior to publication.
- c. The U.S. Department of Health and Human Services Administration on Aging, (hereinafter call AOA) reserves the option to receive free of charge up to 12 copies of any publication published as part of a Title III project, and 2 copies of any publication based on project activities.
- d. Where a project results in a book or other copyrightable material, the author is free to obtain a copyright, but AOA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, or authorize other to use, all such material.

28. Quarterly and statistical reports shall be due every three months of the project period.

29. The Grantee must enter all client information into the automated reporting system (SAM's) for documenting and reporting purposes.

30. Any amendments to this agreement can be executed between the Sussex County Division of Senior Services and the Grantee, after review and approval by the Board of Chosen Freeholders, and the Administrator, Department of Human Services. Such amendments will be forwarded to the Sussex County Board of Chosen Freeholders after signature by the Grantee and the Sussex County Division of Senior Services.

31. The Grantee shall reinvest all income derived from the program.

32. An audit will be conducted of the Title III programs by the County of Sussex.

33. The Grantee shall comply with the rules of the Sussex County Division of Senior Services Operation Manual concerning Subgrantees.

34. The Grantee shall submit any required quarterly reports within nine (9) days of the last day of the quarter. Failure to file reports will result in withholding of payments.

35. The Grantee shall be represented at the Mandatory Quarterly Grantee Meetings as established and planned by the Division of Senior Services.

36. The Grantee shall establish and post a Grievance Procedure in their respective agency, in accordance with guidelines established by the New Jersey Department of Human Services, Division of Aging Services, and the Division of Senior Services. The Grievance Procedure established by the Division of Senior Services is also required to be posted in their respective agency.

37. The Grantee shall submit a copy of its annual independent fiscal audit to the Sussex County Division of Senior Services.

38. The Grantee shall submit information related to clients served through the Agreement either by name, case number or a unique identification code when requested by the Sussex County Division of Senior Services.

39. The Grantee must have an Emergency Preparedness Plan and guide to use in the event of an emergency.

40. In the event the Grantee does not perform any of the services, obligations, or responsibilities provided for under this contract, or in the event that the program or service does not attain the objectives as originally proposed or as set forth in this agreement to the satisfaction of the County, then the County may withhold all, or a portion of, any payment to be made under this Agreement, and in addition, may declare this contract null and void. In the event of termination, the County will have no further liability to the Grantee and in no event will the County be liable to pay for services not actually rendered.

IN WITNESS WHEREOF, the Board of Chosen Freeholders and the Grantee have executed this Agreement #16- - .

Mr. Terry Newhard
Executive Director

Date

ATTEST:

Board of Chosen Freeholders
of the County of Sussex

Catherine M. Williams, Clerk

Phillip R. Crabb
Freeholder Director

Date

Contract with NORWESCAP, Inc. for the provision of Residential Maintenance for the period of January 1, 2016 to December 31, 2016 in the amount of \$11,811.00.

COUNTY OF SUSSEX
DIVISION OF
SENIOR SERVICES
ATTACHMENT A TO AGREEMENT

GRANTEE: NORWESCAP, INC.

GRANTEE ADDRESS: NORWESCAP, INC.
350 Marshall Street
Phillipsburg, New Jersey 08865

PROJECT TITLE: Residential Maintenance

INTENDED BENEFICIARIES:

All applicants must be residents of Sussex County and fall within the guidelines for elderly households established by Title III of the Older Americans Act.

SERVICE AREA:

Shall be the County of Sussex

OPERATIONAL OBJECTIVES:

NORWESCAP, Inc. will utilize the SHTP funds to coordinate and leverage funding for security improvements and for the repair of eligible housing stock with in house funds and other housing assistance entities operating in the same service territory. The assistance format will center on direct grants for necessary security measures and repairs to improve the health, safety, and well-being of the residents and to contribute to the structural integrity of the dwelling. The grants will be leveraged to achieve maximum rehabilitation with the least possible Safe Housing funds.

NORWESCAP, Inc. will conduct all phases of this project in the home of the Title III eligible household. This methodology assures accessibility of services and eliminates transportation concerns. NORWESCAP is very sensitive to the needs of an applicant and is dedicated to maximizing the "comfort level" of all applicants. Language and cultural concerns are referred to four bi-lingual NORWESCAP employees to ensure service provision.

**DESCRIPTION OF ACTIVITIES TO TAKE PLACE IN CARRYING OUT
OBJECTIVE(S):**

Existing Division of Senior Services outreach efforts shall be utilized to provide information and referral to elderly households and to identify eligible elderly households whose health and safety are threatened because they are incapable of performing the task by themselves and/or at risk of institutional placement.

The following screening and actual service activities will be utilized:

1. Receipt of referral for service from the Division of Senior Services.

2. Home visit to determine Title III eligibility and to inspect the home to determine scope of repair. Confer with applicant on needs.
3. Review proposed work with household and then schedule project.
4. Make final inspection and execute a project completion procedure with the satisfied elderly resident.

Elderly households shall be eligible for maximum grants of \$1,800.00. The grants shall be packaged with other programs and services to maximum assistance with the least possible SHTP funds due to leveraging.

At the conclusion of the quality control component of the program, the administrative staff will implement the following procedures:

1. NORWESCAP will submit fiscal and program reports to the Division of Seniors Services. Surveys will be sent to the just completed project participants.
2. NORWESCAP will adopt all of the required reporting, operational, and fiscal procedures upon the final execution of the contract.

I. SERVICE IMPLEMENTATION:

The following will outline procedures for the completion of a project by NORWESCAP.

- a. INTAKE (home visit)-all referrals will be received by the administrative staff. The information will be reviewed to ensure that all required information is present. Each request for service will be numbered and this number will be recorded to all future documents concerning this application.
- b. SCHEDULING- The Project Manager will record requests received and implement the following procedures:
 - * Telephone contact will be made with the resident to acknowledge receipt of the order, verify the services requested, and set a date for evaluation/home visit.
 - * If no contact is made on the initial attempt, a minimum of 3 more attempts will be made on different days, at different times.
 - * Where no contact has been made a written notice will be forwarded via First Class mail, requesting information by return mail or a resident initiated phone call.

- * If no response is received within 10 days, a second notice will be mailed.

All forms of contact with the resident will be noted in the client file.

II. CLIENT DONATIONS

In regard to participant contributions toward the services offered through this project, participants will be provided with the opportunity to voluntarily and confidentially contribute to the cost of the service. The format will be in accordance with Title III guidelines which ensure:

1. each participant will have a free and voluntary opportunity to contribute to the cost of services.
2. the privacy of each participant with respect to his or her contribution.
3. the creation of internal controls procedures to safeguard and account for all contributions.
4. all contributions will be used to expand the services provided by the grant agreement.

ESTIMATED PROGRAM OUTPUT:

Units of service to be delivered as stipulated in the Area Plan:

Units 138 One unit of service equals one hour

Unduplicated number of older person to be served directly:

Monthly 1 12 months 18

Unduplicated number of low income older persons to be served directly:

Monthly 1 12 months 18

Unduplicated number of minority individuals to be served directly:

Monthly 1 12 months 1

Unduplicated number of frail, older persons to be served directly:

Monthly 1 12 Months 8

Unduplicated number of vulnerable persons to be served directly:

Monthly 1 12 Months 3

Elderly households shall be eligible for maximum grants of \$800.00.

TIMETABLE - January 1, 2016 - December 31, 2016

ATTACHMENT B TO AGREEMENT
COUNTY OF SUSSEX
BOARD OF CHOSEN FREEHOLDERS
DIVISION OF SENIOR SERVICES
ONE SPRING STREET
NEWTON, NJ 07860

1. Title of Project: NORWESCAP, INC.

2. Type of Application:
New Continuation Revision Supplement

3. Project Director (Name, Title, Department and Address, including Zip Code)

Mr. Terry Newhard, Executive Director
NORWESCAP, INC.
350 Marshall Street
Phillipsburg, New Jersey 08865

4. Applicant Agency (Name and Address, including Zip Code)

NORWESCAP, INC.
350 Marshall Street
Phillipsburg, New Jersey 08865

5. Name, Title, Address of Official Authorized to Sign for Applicant Agency:

Mr. Terry Newhard, Executive Director
NORWESCAP, INC.
350 Marshall Street
Phillipsburg, New Jersey 08865

6.	Dates of:	From	Through	Amount
	A. Project Period	1-1-16	12-31-16	
	B. Budget Year	1-1-16	12-31-16	\$11,811.00

7. Type of Organization:
Public Agency
Private Non-Profit Agency

8. Payee (Specify to Whom Checks should be sent - Name, Title, Address)

Mr. Terry Newhard, Executive Director
NORWESCAP, INC.
350 Marshall Street
Phillipsburg, New Jersey 08865

9. For County Use Only:

A.	Total Project Costs	\$ 14,616.00
B.	Client income	5.00

C.	Project Net Costs (Line A Less Line B)	\$ 14,611.00
D.	Other Non-Federal Participation	\$ 2,800.00

E.	Funds Requested (Line C Less Line D)100%	\$ 11,811.00
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PROJECT BUDGET

Categories	Cash	In-Kind	Total
Other Costs			
138 units @ 106.25 Per unit	14,616.00	0	14,616.00
Total Other Costs	14,616.00	0	14,616.00
Total Costs	14,616.00	0	14,616.00
Total Budget		<u>14,616.00</u>	
Total Projected Units of Service		<u>138</u>	
Cost of Unit (Budget divided by Units of Service)		<u>106.25</u>	

SUPPORTING BUDGET SCHEDULE

LOCAL NON-FEDERAL PARTICIPATION

SOURCE	AMOUNT
<hr/>	
Cash Resources	
SHTP	\$11,498.00
County	\$ 313.00
Subtotal	\$ 11,811.00
<hr/>	
In-Kind Resources	
Subtotal	0
Subtotal	\$ 0
<hr/>	
Non-Federal Other (Include Services)	
Client Donations	5.00
NORWESCAP Contribution	2,800.00
Subtotal	\$ 2,805.00
<hr/>	
Total	\$14,616.00

**COUNTY OF SUSSEX
DEPARTMENT OF HUMAN SERVICES**

This CONTRACT is effective as of the date recorded on the signature page between the County of Sussex and NORWESCAP, Inc. hereafter identified as the Provider Agency.

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

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

THEREFORE the County and the Provider Agency agree as follows:

I. DEFINITIONS

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

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

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

Notice means an official written communication between the County and the Provider Agency. All Notices shall be delivered and directed to the persons and addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

Termination means an official cessation of this Contract, resulting either from routine expiration or from action taken by the County or the Provider Agency, in accordance with provisions contained in this Contract, to nullify the Contract prior to term.

II. BASIC OBLIGATIONS OF THE COUNTY

Section 2.01 Payment. As established in the Annex(es), payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the County in accordance with the time frames specified in the Annex(es). Total payments shall not exceed the maximum Contract amount, if any specified in the Annex(es). All payments authorized by the County under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.07 Audit or on the basis of a County monitoring or evaluation of the Contract.

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

III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

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

Section 3.02 Reporting. The Provider Agency shall submit to the County programmatic and financial reports on forms provided by the County. The reporting frequency and due date(s) are specified and sample forms to be used are included in the Annex(es).

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

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

Section 3.04 Affirmative Action.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

Exhibit A attached hereto (2 pages)

Section 3.05 County Policies and Procedures. In the administration of this Contract, the Provider Agency shall comply with all applicable policies and procedures issued by the County, including, but not limited to, the policies and procedures contained in the State's Contract Reimbursement Manual (as from time to time amended) and the State's Contract Policy and Information Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to terminate this Contract.

Section 3.06 Financial Management System. The Provider Agency's financial management system shall provide for the following:

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

Section 3.07 Audit. At any time during the Contract term, the Provider Agency's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the Provider Agency under Section 5.02 Assignment and Subcontracts may be subject to audit by the County, by any other

appropriate unit or agency of State or federal government, and/or by a private firm or firms retained or approved by the County for such purpose.

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

The County may require submission of the Provider Agency's annual organization-wide audit.

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

Section 3.08 Business Registration. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

IV. TERMINATION

Section 4.01 Termination by Provider Agency. The Provider Agency may terminate this Contract upon 60 calendar days' advance Notice to the County. If the Contract is terminated under this section, the Provider Agency shall settle all accounts with the County in the manner specified by the County and shall be subject to a final audit under Section 3.07 Audit.

Section 4.02 Termination for Cause. If the Provider Agency is not or has not been in compliance with any provision(s) of this Contract, the County may, by Notice, place the Provider Agency in default of the Contract and, in accordance with County policy and procedures, may reduce Contract funding or terminate the Contract.

Section 4.03 Reduction or Termination Due to Fiscal Constraints. Anything to the contrary in this Contract notwithstanding, the parties recognize and agree that the County's ability to honor the terms and conditions of this Contract is contingent upon receipt of federal funds and/or appropriations of the State Legislature. If during the term of this Contract, therefore, the federal and/or the State government reduces its allocation to the County, the County reserves the right, upon Notice to the Provider Agency, to reduce or terminate the Contract.

V. MISCELLANEOUS

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

Section 5.02 Assignment and subcontracts. This Contract may not be assigned by the Provider Agency, in whole or in part, without the prior written consent of the County. Such consent, if granted, shall not relieve the Provider Agency of its responsibilities under the Contract. All approved assignments and subcontracts shall become part of this contract, and the Provider Agency shall bear full responsibility, without recourse to the State (including the County), for their performance. The Provider Agency shall forward copies of all assignment and subcontract documents to the County and shall retain copies of them on file together with this Contract.

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

Section 5.04 Insurance. The Provider Agency shall maintain adequate insurance coverage. The County shall be included as an additional named insured on any insurance policy applicable to this Contract. Should the Provider Agency fail to pay any premium on any insurance policy when due, the County may pay the premium and, upon Notice to the Provider Agency, reduce payment to the Provider Agency by the amount of the premium payment.

Section 5.05 Indemnification. The Provider Agency shall defend, indemnify and otherwise save harmless the County, its agencies, departments, bureaus, boards, officials and employees from any and all claims or actions at law, whether for personal injury, property damage or liabilities, including the costs of defense (a) which arise from acts or omissions, whether negligent or not, of the Provider Agency or its agents, employees, servants, subcontractors, material suppliers or others working for the Provider Agency, irrespective of whether such risks are within or beyond the control of the Provider Agency, or (b) which arise from any failure to performance.

Notwithstanding the Provider Agency's responsibilities outlined above in this section, the County reserves the right to provide its own attorney(s) to assist in the defense of any legal actions which may arise as a result of this Contract.

Section 5.06 Statement of Non-Influence. No person employed by the County has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the Provider Agency or any representative thereof in order to influence the awarding or administration of this Contract.

Section 5.07 Exercise of Rights. A failure or a delay on the part of the County or the Provider Agency in exercising any right, power or privilege under this Contract shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

Section 5.08 Sufficiency of Funds. The provider Agency agrees that this Contract is contingent upon availability of appropriated funding and fulfillment of the following procedure: A contract confirmation letter shall be sent by the County to the Provider Agency prior to the effective date of the contract. That confirmation shall include the Contract term and the negotiated Contract reimbursable ceiling. The confirmation letter shall be signed by the authorized Provider Agency signatory and returned to the office of Finance and Accounting.

The Contract shall not be valid or binding and no payment(s) will be approved until the Office of Finance and Accounting is in receipt of a properly executed confirmation letter from the provider. The Contract term and reimbursable ceiling specified in the contract confirmation letter are hereby incorporated into and made a part of this Contract.

Section 5.09 Collective Bargaining. State and federal law allow employees to organize themselves into a collective bargaining unit.

Funds provided under this Contract shall not be utilized to abridge the rights of employees to organize themselves into a collective bargaining organization or preclude them from negotiating with Provider Agency management.

Section 5.10 Independent Employer Status. Employees of Provider Agencies that Contract with the County are employees of the Provider Agency, not the County.

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

As Such, the Provider Agency acknowledges that it is an independent contractor, providing services to the County, typically through a contract-for-services agreement. As independent contractors, Provider Agencies are responsible for the organization's overall functions which include the overseeing and monitoring of its operations, establishing the salary and benefit levels of its employees, and handling all personnel matters as the employer of its workers.

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

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

VI. CONTRACT SIGNATURES AND DATES

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

BY: _____
(signature)

BY: _____
(signature)

Phillip R. Crabb
TITLE: Freeholder Director

Terry Newhardt
TITLE: Director

PROVIDER AGENCY:
NORWESCAP, Inc.

ATTEST BY: _____
Catherine M. Williams
Clerk of the Board

CONTRACT EFFECTIVE DATE: 1/1/16
CONTRACT EXPIRATION DATE: 12/31/16
CONTRACT NUMBER: N/A
CONTRACT AMOUNT: \$11,811.00

DEPARTMENTAL COMPONENT: 2016 Area Plan Contract in the amount of \$11,811.00 for the provision of Residential Maintenance.

COUNTY OF SUSSEX
DIVISION OF
SENIOR SERVICES
ATTACHMENT C TO AGREEMENT

Method of Payment and Reporting Requirements

Payment will be made:

On a reimbursable basis monthly when requisitioned.

No additional payments.

The submissions required for payments include a properly executed County of Sussex payment request with the completed quarterly report(s) specified below:

1. A Request for Reimbursement form
2. A Financial Status Report
3. A Narrative and Programmatic Report
4. Monthly PSST Reports on file with the Office

**RESOLUTION RE: AWARDING A CONTRACT THROUGH THE
COMPETITIVE CONTRACTING PROCESS TO
DOMESTIC ABUSE AND SEXUAL ASSAULT
INTERVENTION SERVICES, INC. FOR THE TRAUMA
RECOVERY AND EMPOWERMENT GROUP**

WHEREAS, the request for proposals for the Sussex County Department of Human Services, Division of Community and Youth Services was advertised for the provision of goods and services on October 5, 2015 and publicly received by the Sussex County Bid Proposal Committee on November 10, 2015 pursuant to N.J.S.A. 40A:11-4 et seq.; and

WHEREAS, the Human Services Advisory Council has reviewed and determined the best distribution of funds based on the priorities of the 2015 Human Services County-wide Needs Assessment and said Council voted on recommendations for the Grant In Aid funding at its November 18, 2015 meeting; and

WHEREAS, all terms and conditions of the Contract and/or funding process are incorporated by reference herein; and

WHEREAS, the funding and levels of service shall be set at \$11,250.00 to provide Trauma Recovery and Empowerment for a maximum of 150 hours at \$75.00 per unit; and

WHEREAS, funding in the amount of \$11,250 for this contract covering the period of January 1, 2016 through December 31, 2016 is subject to adequate funds being appropriated in the 2016 budget.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Sussex, as follows:

1. The Freeholder Director and Clerk of the Board of Chosen Freeholders are hereby authorized and directed to execute a Contract with Domestic Abuse and Sexual Assault Intervention Services, Inc. for these services.
2. The term of this Contract will be in effect from January 1, 2016 through December 31, 2016 with the county reserving the right to extend contracts for four additional and consecutive one year periods based on the positive monitoring, existing levels of services and funding satisfying the needs of the community.
3. The Clerk of the Board of Chosen Freeholders is directed to provide for publication of this Resolution awarding said Contract, in summary form, in the New Jersey Herald within 10 days from the adoption hereof.

4. Certified copies of this Resolution and Contract are to be forwarded to Domestic Abuse and Sexual Assault Intervention Services, Inc., PO Box 805, Newton, NJ, 07860, Attn: Jamie Bernard; and a copy is available in On-Base.

Certified as a true copy of the
Resolution adopted by the
Board of Chosen Freeholders
on the 9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex, New Jersey

NOTICE OF CONTRACT AWARDED

The Board of Chosen Freeholders of the County of Sussex has awarded a Contract through competitive contracting pursuant to N.J.S.A. 40A:11-4.5. The Contract and Resolution authorizing same are available for public inspection in the Office of the Clerk of the Board of Chosen Freeholders at any time during regular business hours of said official.

Awarded To: Domestic Abuse and Sexual Assault Intervention Services, Inc.
PO Box 805
Newton, NJ 07860

Services: Trauma Recovery and Empowerment

Cost: \$11,250.00

Time Period: The term of this Contract will be in effect from January 1, 2016 to December 31, 2016.

**BY ORDER OF THE BOARD OF CHOSEN
FREEHOLDERS OF THE COUNTY OF SUSSEX**

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex, New Jersey

Dated: December 9, 2015

CERTIFICATION RE: BUDGET APPROPRIATION FOR AWARDING OF A CONTRACT

I, Robert J. Maikis, Jr., Treasurer, County of Sussex, hereby certify to the Clerk, Board of Chosen Freeholders that this certification is subject to adequate funds being appropriated in the 2016 County budget appropriation(s) entitled:

2016 County Human Service Grant In Aid Funds
01-201-27-360-006

For Awarding of a Contract for:

Trauma Recovery and Empowerment

Amount not to exceed \$11,250.00

TO: Domestic Abuse and Sexual Assault Intervention Services
PO Box 805
Newton, NJ 07860

Robert Maikis, Jr., Treasurer

Dated: December 9, 2015

Requisition # Funding not available at this time.

Resolution Summary
Other

RESOLUTION RE: AWARDING A CONTRACT THROUGH THE COMPETITIVE CONTRACTING PROCESS TO DOMESTIC ABUSE AND SEXUAL ASSAULT INTERVENTION SERVICES, INC. FOR THE TRAUMA RECOVERY AND EMPOWERMENT GROUP

Description of Resolution:

The scope of this contract is to provide Mental Health Services to the community of Sussex County. The request for proposals for the Sussex County Department of Human Services, Division of Community and Youth Services Grant In Aid funding was based on the priorities of the 2015 County-wide Human Services Needs Assessment. The Human Services Advisory Council reviewed and determined the best distribution of these funds. The funding and levels of service are set at \$11,250.00 to provide Trauma Recovery and Empowerment services covering the period of January 1, 2016 through December 31, 2016.

**RESOLUTION RE: AWARDING A CONTRACT THROUGH THE
COMPETITIVE CONTRACTING PROCESS TO FAMILY
INTERVENTION SERVICES FOR OUTPATIENT
PSYCHIATRIC AND COUNSELING SERVICES**

WHEREAS, the request for proposals for the Sussex County Department of Human Services, Division of Community and Youth Services was advertised for the provision of goods and services on October 5, 2015 and publicly received by the Sussex County Bid Proposal Committee on November 10, 2015 pursuant to N.J.S.A. 40A:11-4 et seq.; and

WHEREAS, the Human Services Advisory Council has reviewed and determined the best distribution of funds based on the priorities of the 2015 Human Services County-wide Needs Assessment and said Council voted on recommendations for the Grant In Aid funding at its November 18, 2015 meeting; and

WHEREAS, all terms and conditions of the Contract and/or funding process are incorporated by reference herein; and

WHEREAS, the funding and levels of service shall be set at \$82,115.00 to provide Mental Health services; and

WHEREAS, funding in the amount of \$82,115.00 for this contract covering the period of January 1, 2016 through December 31, 2016 is subject to adequate funds being appropriated in the 2016 budget.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Sussex, as follows:

1. The Freeholder Director and Clerk of the Board of Chosen Freeholders are hereby authorized and directed to execute a Contract with Family Intervention Services.
2. The term of this Contract will be in effect from January 1, 2016 through December 31, 2016 with the county reserving the right to extend contracts for four additional and consecutive one year periods based on the positive monitoring, existing levels of services and funding satisfying the needs of the community.
3. The Clerk of the Board of Chosen Freeholders is directed to provide for publication of this Resolution awarding said Contract, in summary form, in the New Jersey Herald within 10 days from the adoption hereof.

4. Certified copies of this Resolution and Contract are to be forwarded to Family Intervention Services, 86 South Harrison Street, East Orange, NJ, 07018, Attn: Jeanne Warnock and a copy is available in On-Base.

Certified as a true copy of the
Resolution adopted by the
Board of Chosen Freeholders
on the 9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex, New Jersey

NOTICE OF CONTRACT AWARDED

The Board of Chosen Freeholders of the County of Sussex has awarded a Contract through competitive contracting pursuant to N.J.S.A. 40A:11-4.5. The Contract and Resolution authorizing same are available for public inspection in the Office of the Clerk of the Board of Chosen Freeholders at any time during regular business hours of said official.

Awarded To:	Family Intervention Services 86 South Harrison Street East Orange, NJ 07018
Services:	Outpatient Psychiatric and Counseling Services
Cost:	\$82,115.00
Time Period:	The term of this Contract will be in effect from January 1, 2016 to December 31, 2016.

**BY ORDER OF THE BOARD OF CHOSEN
FREEHOLDERS OF THE COUNTY OF SUSSEX**

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex, New Jersey

Dated: December 9, 2015

CERTIFICATION RE: BUDGET APPROPRIATION FOR AWARDING OF A CONTRACT

I, Robert J. Maikis, Jr., Treasurer, County of Sussex, hereby certify to the Clerk, Board of Chosen Freeholders that this certification is subject to adequate funds being appropriated in the 2016 County budget appropriation(s) entitled:

2016 County Human Service Grant In Aid Funds
01-201-27-360-016

For Awarding of a Contract for:

Outpatient Psychiatric and Counseling Services

Amount not to exceed \$82,115.00

TO: Family Intervention Services
86 South Harrison Street
East Orange, NJ 07018

Robert J. Maikis, Jr., Treasurer

Dated: December 9, 2015

Requisition # Funding not available at this time.

Resolution Summary
Other

RESOLUTION RE: AWARDING A CONTRACT THROUGH THE COMPETITIVE CONTRACTING PROCESS TO FAMILY INTERVENTION SERVICES FOR OUTPATIENT PSYCHIATRIC AND COUNSELING SERVICES

Description of Resolution:

The scope of this contract is to provide Mental Health Services to the community of Sussex County. The request for proposals for the Sussex County Department of Human Services, Division of Community and Youth Services Grant In Aid funding was based on the priorities of the 2015 County-wide Human Services Needs Assessment. The Human Services Advisory Council reviewed and determined the best distribution of these funds. The funding and levels of service are set at \$82,115.00 to provide outpatient psychiatric and counseling services covering the period of January 1, 2016 through December 31, 2016.

**RESOLUTION RE: AWARDING A CONTRACT THROUGH THE
COMPETITIVE CONTRACTING PROCESS TO SUSSEX
COUNTY SKYLANDS RIDE FOR TRANSPORTATION
SERVICES**

WHEREAS, the request for proposals for the Sussex County Department of Human Services, Division of Community and Youth Services was advertised for the provision of goods and services on October 5, 2015 and publicly received by the Sussex County Bid Proposal Committee on November 10, 2015 pursuant to N.J.S.A. 40A:11-4 et seq.; and

WHEREAS, the Human Services Advisory Council has reviewed and determined the best distribution of funds based on the priorities of the 2015 Human Services County-wide Needs Assessment and said Council voted on recommendations for the Grant In Aid funding at its November 18, 2015 meeting; and

WHEREAS, all terms and conditions of the Contract and/or funding process are incorporated by reference herein; and

WHEREAS, the funding and levels of service shall be set at \$34,885.00 to provide Saturday service/service to NewBridge and Bridgeway for a maximum of 2,600 one-way trips at \$13.45 per trip; and

WHEREAS, funding in the amount of \$34,885.00 for this Contract covering the period of January 1, 2016 through December 31, 2016 is subject to adequate funds being appropriated in the 2016 budget.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Sussex, as follows:

1. The Freeholder Director and Clerk of the Board of Chosen Freeholders are hereby authorized and directed to execute a Contract with Sussex County Skylands Ride for these services.
2. The term of this Contract will be in effect from January 1, 2016 through December 31, 2016 with the county reserving the right to extend contracts for four additional and consecutive one year periods based on the positive monitoring, existing levels of services and funding satisfying the needs of the community.
3. The Clerk of the Board of Chosen Freeholders is directed to provide for publication of this Resolution awarding said Contract, in summary form, in the New Jersey Herald within 10 days from the adoption hereof.

4. Certified copies of this Resolution and Contract are to be forwarded to Sussex County Skylands Ride, 83 Spring Street, Suite 203, PO Box 218, Newton, NJ 07860, Attn: Carol Novrit and a copy is available in On-Base.

Certified as a true copy of the
Resolution adopted by the
Board of Chosen Freeholders
on the 9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex, New Jersey

NOTICE OF CONTRACT AWARDED

The Board of Chosen Freeholders of the County of Sussex has awarded a Contract through competitive contracting pursuant to N.J.S.A. 40A:11-4.5. The Contract and Resolution authorizing same are available for public inspection in the Office of the Clerk of the Board of Chosen Freeholders at any time during regular business hours of said official.

Awarded To:	Sussex County Skylands Ride. 83 Spring Street, Suite 203 Newton, NJ 07860
Services:	Transportation/Saturday Service/Service to NewBridge and Bridgway
Cost:	\$34,885.00
Time Period:	The term of this Contract will be in effect from January 1, 2016 to December 31, 2016.

**BY ORDER OF THE BOARD OF CHOSEN
FREEHOLDERS OF THE COUNTY OF SUSSEX**

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex, New Jersey

Dated: December 9, 2015

CERTIFICATION RE: BUDGET APPROPRIATION FOR AWARDING OF A CONTRACT

I, Robert J. Maikis, Jr., Treasurer, County of Sussex, hereby certify to the Clerk, Board of Chosen Freeholders that this certification is subject to adequate funds being appropriated in the 2016 County budget appropriation(s) entitled:

2016 County Human Service Grant In Aid Funds
01-201-27-360-010

For Awarding of a Contract for:

Transportation/Saturday Service/Service to NewBridge/Bridgeway

Amount not to exceed \$34,885.00

TO: Sussex County Skylands Ride
83 Spring Street, Suite 203
PO Box 218
Newton, NJ 07860

Robert J. Maikis, Jr., Treasurer

Dated: December 9, 2015

Requisition # Funding not available at this time.

Resolution Summary
Other

**RESOLUTION RE: AWARDING A CONTRACT THROUGH THE COMPETITIVE
CONTRACTING PROCESS TO SUSSEX COUNTY SKYLANDS
RIDE FOR TRANSPORTATION SERVICES**

Description of Resolution:

The scope of this contract is to provide Transportation Services to the community of Sussex County. The request for proposals for the Sussex County Department of Human Services, Division of Community and Youth Services Grant In Aid funding was based on the priorities of the 2015 County-wide Human Services Needs Assessment. The Human Services Advisory Council reviewed and determined the best distribution of these funds. The funding and levels of service are set at \$34,885.00 to provide transportation services covering the period of January 1, 2016 through December 31, 2016.

RESOLUTION RE: AWARD OF CONTRACT EXTENSION BASED ON PROPOSALS RECEIVED THROUGH THE COMPETITIVE CONTRACTING PROCESS FOR DATA PROCESSING SOFTWARE/SERVICE TO PROVIDE INTERCONNECTED MODULES FOR PAYROLL, TIME/ATTENDANCE AND HUMAN RESOURCES INFORMATION SYSTEM

WHEREAS, the County of Sussex advertised and received requests for proposals for the provision of services for a fully interconnected data processing system for the County's Payroll Accounting System, Time and Attendance System and Human Resources System through the competitive contracting process; and

WHEREAS, a Contract was awarded to Automatic Data Processing Inc. (ADP, Inc.) for the services described in the proposal on October 24, 2012; and

WHEREAS, the proposal allowed for a Contract term ending December 31, 2013 with the option that the County reserved the right to extend said Contract for four additional consecutive one year periods; and

WHEREAS, the Office of Treasury wishes to exercise this option and renew this Contract for an additional consecutive one year period; and

WHEREAS, the County Treasurer has certified that funds are available in the 2016 operating budget, subject to the final adoption of said budget, to award this Contract extension.

NOW, THEREFORE, BE IT RESOLVED that upon recommendation of the County Treasury, the Board of Chosen Freeholders for the County of Sussex does hereby award a Contract extension (Year 4 of a 5 Year Contract) to Automatic Data Processing Inc. (ADP, Inc.) for the Data Processing Software/Service to provide interconnected modules for Payroll, Time/Attendance and Human Resource Information System; and

BE IT FURTHER RESOLVED that the passage of this Resolution shall act as a Contract renewal document for all parties involved; and

WHEREAS, the Contract will be in effect from January 1, 2016 until December 31, 2016 with the County reserving the right to renew and extend said Contact for two additional consecutive one year periods.

BE IT FURTHER RESOLVED that a copy of this Resolution is available in On-Base.

Certified as a true copy of the
Resolution adopted by the Board
on the 9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

CERTIFICATION RE: BUDGET APPROPRIATION FOR AWARDING OF CONTRACTS

I, Robert J. Maikis, Jr., Treasurer, County of Sussex, hereby certify to the Clerk, Board of Chosen Freeholders, that there are adequate funds, subject to the final appropriation and adoption of sufficient funds in the 2016 County operating budget, for awarding for this contract in the appropriations entitled:

01-201-20-130-436

2016 County Treasurer Other Expenses

Contract amount is \$65,000.00

Requisition not available at this time, subject to the final adoption of 2016 budget.

For the awarding of
contract extension for:

Data Processing Software/Service to provide
interconnected modules for Payroll, Time/Attendance
and Human Resource Information System Award of
contract

To: Automatic Data Processing Inc. (ADP, Inc.)
One ADP Way
Roseland, NJ 07068

Robert J. Maikis
Treasurer

Dated: December 9, 2015

Resolution Summary Other

RESOLUTION RE: AWARD OF CONTRACT EXTENSION BASED ON PROPOSALS RECEIVED THROUGH THE COMPETITIVE CONTRACTING PROCESS FOR DATA PROCESSING SOFTWARE/SERVICE TO PROVIDE INTERCONNECTED MODULES FOR PAYROLL, TIME/ATTENDANCE AND HUMAN RESOURCES INFORMATION

Description of Resolution:

This resolution authorizes a contract extension to Automatic Data Processing Inc. (ADP, Inc.) for services for a fully interconnected data processing system for the County's Payroll, Time/Attendance and Human Resource Systems.

This contract will be in effect from January 1, 2016 until December 31, 2016, with the option to renew and extend for one additional year.

**RESOLUTION RE: AWARD OF CONTRACT FOR THE REPLACEMENT OF
SUSSEX COUNTY BRIDGE O-07 IN OGDENSBURG
BOROUGH, NEW JERSEY**

WHEREAS, public bids were advertised for the Replacement of Sussex County Bridge O-07 in Ogdensburg Borough, New Jersey on October 12, 2015 and publicly received by the Sussex County Bid Proposal Committee on November 10, 2015; and

WHEREAS, the bids received were reviewed the Division of Engineering and the Purchasing Agent; and

WHEREAS, the Division of Engineering has recommended that an award be made to the lowest responsible bidder, Colonnelli Brothers, Inc., in the amount of \$1,396,361.50 for the lump sum bid; and

WHEREAS, the County Treasurer has certified that there are sufficient funds for the awarding of said Contract; and

WHEREAS, the Contract award is contingent upon the County receiving written concurrence from NJDOT after its review of the project bid documents.

NOW, THEREFORE, BE IT RESOLVED that upon the recommendation of the County Division of Engineering, the Sussex County Board of Chosen Freeholders does hereby award a Contract to the lowest responsible bidder, Colonnelli Brothers Inc., in the amount of \$1,396,361.50; and

BE IT FURTHER RESOLVED that the Director and Clerk of the Board are hereby authorized and directed to execute said Contract and any associated documents; and

BE IT FURTHER RESOLVED that this Contract will be in effect from date of Contract award until completion and acceptance according to the terms and requirements contained in the bid specification documents; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to Colonnelli Brothers, Inc. 409 South River Street, Hackensack, NJ 07601; along with three (3) certified copies to Mr. Joseph Birchenough, P.E., Manager, NJDOT Bureau of Local Aid – District 1, 200 Stierli Court, 1st Floor, Mount Arlington, NJ, 07856 and a copy is available in On-Base.

Certified as a true copy of the
Resolution adopted by the
Board of Chosen Freeholders
on the 9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

CERTIFICATION RE: BUDGET APPROPRIATION FOR AWARDING OF CONTRACT

I, Robert J. Maikis, Jr., Treasurer, County of Sussex, hereby certify to the Clerk of the Board of Chosen Freeholders, that there are sufficient funds in the following budget appropriations:

04-215-55-977-901	Various Capital Improvements	\$1,000,000.00
04-215-55-973-911		300,000.00
04-215-55-967-905		<u>96,361.50</u>
		\$1,396,361.50

Requisition # 62776

In the Total Amount of \$1,396,361.50

Award of Contract for:

Replacement of Sussex County Bridge O-07 in
Ogdensburg Borough, New Jersey

TO: Colonnelli Brothers, Inc.
409 South River Street
Hackensack, NJ 07601

Robert J. Maikis, Jr.
Treasurer

Dated: December 9, 2015

**Resolution Summary
Capital Project/Asset Bid Award**

RESOLUTION RE: AWARD OF CONTRACT FOR THE REPLACEMENT OF SUSSEX COUNTY BRIDGE O-07 IN OGDENSBURG BOROUGH, NEW JERSEY

Description of project awarded or asset purchased including need for same:

Project award is for Replacement of Sussex County Bridge O-07 Passaic Avenue over Wallkill River in Ogdensburg Borough, New Jersey

Age/condition of asset to be replaced: (where applicable)

Bridge O-07 was constructed in 1928. It is both Structurally Deficient and Functionally Obsolete based on the National Bridge Inspection System (NBIS) inspections. The bridge is currently reduced to a single lane of traffic.

Bid advertisement date – NJ Herald and SC Web Posting date:

10/12/2015

of bids packages picked up:

14

of bids received:

6

Table comparing overall and unit pricing of bids submitted:

Bid summary table is attached

Project estimate: (including source of estimate)

\$1,591,418.50 Engineer's Estimate prepared by Keller & Kirkpatrick, design consultant for the Replacement of Bridge O-07.

Discussion of variance of low bid either +10% or -10% from project estimate:

The low bid varied from the Engineer's Estimate by approximately -10%. The low bid contractor's costs were lower than the Engineer's Estimate on various lump sum items, such as construction layout, clearing site, and performance bond and payment bond.

Executive Summary

RESOLUTION RE: AWARD OF CONTRACT FOR THE REPLACEMENT OF SUSSEX COUNTY BRIDGE O-07 IN OGDENSBURG BOROUGH, NEW JERSEY

Bridge O-07 carries Passaic Avenue over Walkill River in the Borough of Ogdensburg. The existing structure has a roadway width of 15'-6" due to precast barrier sections that have been installed inside the bridge rails due to the severe deterioration to the bridge fasciae. The existing bridge is constructed of concrete encased steel stringers on reinforced concrete abutments.

Bridge O-07 has been deemed "Structurally Deficient" based on the advanced deterioration to the existing concrete deck and "Functionally Obsolete" due to the substandard deck geometry during the 2013 National Bridge Inspection System (NBIS) inspection. Due to the severe deterioration of the bridge fasciae, the bridge has been reduced to a single lane of self-yielding two-way traffic using precast barrier sections.

The existing bridge is being replaced utilizing steel stringers with a composite concrete deck superstructure founded on concrete clad steel sheet pile abutments and wingwalls with cast-in-place reinforced concrete caps. The curb to curb roadway width is proposed to be 28'-0" consisting of two 11' traffic lanes with 3' shoulders.

Six (6) bids were received on November 10, 2015 for the above referenced project. The bids ranged from a low of \$1,396,361.50 to a high of \$2,959,888.50. The second low bid was in the amount of \$1,432,037.00.

Bridge O-07 was submitted as the Local Bridge Future Needs FY 2013 Project. As such, the County is receiving a \$1,000,000.00 grant for this project.

**RESOLUTION RE: AWARD OF CONTRACT FOR THE PURCHASE OF TWO
(2) CURRENT MODEL YEAR FREIGHTLINER MODEL SD
OR EQUAL (CAB AND CHASSIS)**

WHEREAS, public bids were advertised for the purchase of two (2) current model year, Freightliner Model SD or equal (Cab and Chassis) on November 9, 2015 and publicly received by the Sussex County Bid Proposal Committee on December 1, 2015; and

WHEREAS, the bids were reviewed by the Office of Fleet Management and the Purchasing Agent; and

WHEREAS, it was recommended by the County Fleet Manager that an award be made to the only responsible bidder after deducting the trade-in values to Robert H. Hoover & Sons, Inc.,- in the amount of \$185,338.00; and

WHEREAS, the County Treasurer has certified that there is sufficient money in the Capital Account for the awarding of said Contract.

NOW, THEREFORE, BE IT RESOLVED that upon recommendation of the County Fleet Manager, the Sussex County Board of Chosen Freeholders does hereby award a Contract for the purchase of two (2) current model year, Freightliner Model SD or equal (Cab and Chassis) to Robert H. Hoover & Sons, Inc.,- in the amount of \$185,338.00 after trade-in allowance; and

BE IT FURTHER RESOLVED that the Director and Clerk of the Board are hereby authorized and directed to execute said Contract and related Contract documents; and

BE IT FURTHER RESOLVED that this Contract will be in effect from date of Contract award until delivery and acceptance according to the terms and requirements contained in the bid specification document; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to Robert H. Hoover & Sons, Inc., 149 Gold Mine Road, Flanders, NJ 07836 and a copy is available in On-Base.

Certified as a true copy of the
Resolution adopted by the
Board of Chosen Freeholders
on the 9th day of December, 2015.

Catherine M. Williams, Clerk
Board of Chosen Freeholders
County of Sussex

CERTIFICATION RE: BUDGET APPROPRIATION FOR AWARDING OF CONTRACTS

I, Robert J. Maikis, Jr., Treasurer, County of Sussex, hereby certify to the Clerk, Board of Chosen Freeholders, that there are adequate funds in the Capital Budget listed for awarding the contract amounts in the appropriations entitled:

04-215-55-973-941	Capital Improvements	\$96,871.00
04-215-55-973-941	Less Trade-In Allowance	<u>-\$4,500.00</u>
04-215-55-973-940	Capital Improvements	\$97,467.00
04-215-55-973-940	Less Trade-In Allowance	<u>-\$4,500.00</u>
		\$185,338.00

IN THE TOTAL AMOUNT OF \$185,338.00

Req. # 63092

For the contract award of:

The purchase of two (2) current model year, Freightliner Model SD or Equal (Cab and Chassis)

TO:

Robert H. Hoover & Sons, Inc.
149 Gold Mine Road
Flanders, NJ 07836

Robert J. Maikis, Jr.
Treasurer

Dated: December 9, 2015

**Resolution Summary
Capital Project/Asset Bid Award**

RESOLUTION RE: AWARD OF CONTRACT FOR THE PURCHASE OF TWO (2) CURRENT MODEL YEAR, FREIGHTLINER MODEL SD OR EQUAL (CAB AND CHASSIS)

1. Description of project awarded or asset purchased including need for same:

Authorization to purchase two (2) current model year, Freightliner Model SD or equal (Cab and Chassis). These vehicles are to replace a 1995 (Unit #12) and a 1996 (unit #92) Ford S-8000 series vehicles that have reached the end of its reasonable economic lifespan.

2. Age/condition of asset to be replaced: (where applicable)

The existing vehicles are 21 years old, in poor condition due to excessive rust from age, parts are obsolete and high operating expenses.

3. Bid advertisement date – NJ Herald and SC Web Posting date:

November 9, 2015

4. # of bids packages picked up:

3

5. # of bids received:

1

6. Table comparing overall and unit pricing of bids submitted:

Only one bidder

7. Project estimate: (including source of estimate)

N/A

8. Discussion of variance of low bid either or -10% from project estimate:

N/A