

Standard Language Document for Social Service and Training Contracts

A Copy of DHS Standard Language Document for Social Service and Training Contracts can be generated here.

- [✓] \* The terms of this contract have been read and understood by the person who certifies this page and the person who approves this contract.  
The parties agree to comply with the terms and conditions of the Contract set forth on the attached pages in Article I through Article V, and any related Annexes.

Name:

Lorraine Hentz

Title:

Director

STATE OF NEW JERSEY  
DEPARTMENT OF HUMAN SERVICES

STANDARD LANGUAGE DOCUMENT  
FOR SOCIAL SERVICE AND TRAINING CONTRACTS

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

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

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

THEREFORE the Department and the Provider Agency agree as follows:

I. DEFINITIONS

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

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

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

Consumer means an individual receiving services from or funded in whole or in part by DHS or one of its departmental components.

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.

Contractor means the person or entity entering into this contract with DHS or one of its departmental components.

Department means the New Jersey Department of Human Services. It means, where appropriate from the context, the division, commission, bureau, office, unit or other designated component of the Department of Human Services responsible for the administration of particular Contract programs.

Departmental Component means the divisions, bureau, commissions, office or other unit within the Department responsible for the negotiation, administration review, approval, and monitoring of certain social service or training Contracts.

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

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

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

Provider Agency means the person or entity entering into this contract with DHS or one of its departmental components.

Subcontractee means the legal entity that enters into a Contractual arrangement with a Contractee (Contracted Provider Agency) or another Subcontractee, no matter how many interceding administrative Tiers (levels) separate the parties.

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

## II. BASIC OBLIGATIONS OF THE DEPARTMENT

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

shall be subject to revision on the basis of an audit or audits conducted under Section 3.13 Audit or on the basis of any Department monitoring or evaluation of the Contract.

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

### III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

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

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

Section 3.03 Compliance with Laws. The Provider Agency agrees in the performance of this Contract to comply with all applicable federal, State and local laws, rules and regulations (collectively, "laws"), including but not limited to the following: State 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 orders 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 thereunder; the Americans With Disabilities Act (ADA), 42 U.S.C. 12101 et seq. Failure to comply with the laws, rules and regulations referenced above shall be grounds for Termination of this Contract for cause.

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

Section 3.04 Business Associate Agreements and State Confidentiality Statutes. DHS is a covered entity pursuant to the Health Insurance Portability and Accountability of 1996, 42 U.S.C.A. §1320d et seq. (HIPAA); 45 CFR Parts 160 and 164. Before a Provider Agency obtains or is permitted to access to, create, maintain or store Protected Health Information (PHI) as part of its responsibility under



this contract, the Provider Agency shall first execute a Department of Human Services Business Associate Agreement (BAA). A Provider Agency, whose work under this Contract does not involve PHI is not required to execute a BAA. DHS shall have the sole discretion to determine when a Provider Agency's work will involve PHI. Protected Health Insurance shall have the same meaning as in 45 CFR 160.103.

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

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

1. to the consumer, or his or her legal guardian, if any, or if the consumer is a minor, to the consumer's parent; or
2. necessary to carry out the work of this Contract;
3. in response to a proper inquiry for information, but not Records, as to the consumer's current medical condition to any relative, friend, or to the consumer's personal physician or attorney, if it appears that the information is to be used directly or indirectly for the benefit of the consumer; or
4. relevant to a consumer's current treatment and is being disclosed to the staff of another community agency, screening service, short-term care or psychiatric facility.

Section 3.05 Business Registration. According to P.L. 2001, c. 134 (N.J.S.A. 52:32-44 et seq.) all profit and non-profit corporations (domestic and foreign), as well as, all limited partnerships, limited liability companies, and limited liability partnerships must submit annual reports and associated processing fees (annual business registration) to the Division of Revenue, Department of the Treasury commencing with the year after they file for their Certificate of Incorporation with the State of New Jersey. No State agency (the Department) may Contract with a Provider Agency if the Provider has not filed for its incorporation papers or filed its annual business registration. Furthermore, no Provider Agency that Contracts with the

Department shall enter into any subcontract unless the subcontractor can demonstrate that it is incorporated in the State of New Jersey or its annual business registration is current. Failure to comply with this paragraph or the citation referenced above shall be grounds for the Department to Terminate this Contract for cause.

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

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

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

Section 3.08 Contractor Certification and Disclosure of Political Contributions. N.J.S.A. 19:44A-20.13-20.25 that codified Public Law 2005, Chapter 51 and Executive Order 134, and Executive Order 117 require that any for-profit agency that seeks or contracts to provide services in the amount of \$17,500 or more must submit to the Department the Certification and Disclosure of Political Contribution forms. This form includes a certification that the business entity has not, during certain specified time frames, solicited or made any contribution of money, pledge of reportable contributions, including in-kind contributions, to any candidate committee and/or election fund of the Governor or Lieutenant Governor, any legislative leadership committee or any State, county or municipal political party committee. The form also requires disclosure of any of the above referenced reportable contributions made by the business entity, its principals, officers, partners, directors, spouses, civil union partners and resident children.

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

Non-profit organizations are exempted from the requirements of Section 3.08

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

Section 3.10 Affirmative Action. During the performance of this Contract, the contractor (Provider Agency) agrees as follows:

The Provider Agency and its subcontractor, 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 or disability.

The Provider Agency will also take affirmative action to ensure that such applicants are recruited and employed, 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 or disability. Such action shall include, but not be limited to the following: employment; promotion; 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 Provider Agency agrees to post in conspicuous places that are readily available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The Provider Agency or subcontractor shall state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, 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 or disability.

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

The Provider Agency or subcontractor agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Provider Agency or subcontractor agrees to make a good faith attempt to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract Compliance & EEO pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

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

The Provider Agency and subcontractor agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender or disability, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Provider Agency and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 (N.J.A.C. 17:27).

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

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

- (a) accurate, current and complete disclosure of the financial results of this Contract and any other contract, grant, program or other activity administered by the Provider Agency;
- (b) records adequately identifying the source and application of all Provider Agency funds and all funds administered by the Provider Agency. These records shall contain information pertaining to all contract and grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income;
- (c) effective internal control structure over all funds, property and other assets. The Provider Agency shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;
- (d) comparison of actual outlays with budgeted amounts for this Contract and for any other contract, grant, program or other activity administered by the Provider Agency;
- (e) accounting records supported by source documentation;
- (f) procedures to minimize elapsed time between any advance payment issued and the disbursement of such advance funds by the Provider Agency; and
- (g) procedures consistent with the provisions of any applicable Department policies and procedures for determining the reasonableness, allowability and allocability of costs under this Contract.

Section 3.13 Audit. The Department requires timely submission of the Provider Agency's annual organization-wide audit. Non-compliance will be grounds for termination.

Audits shall be conducted in accordance with Policy Circular P7.06, Audit Requirements, Generally Accepted Auditing Standards as specified in the Statements on Auditing Standards issued by the American Institute of Certified Public Accountants; Government Auditing Standards issued by the Comptroller General of the United States and the Single Audit Act Amendments of 1996 (The Single Audit Act); Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-Profit Organizations and New Jersey OMB Circular 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.

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 Department, by any other appropriate unit or agency of State or federal government, and/or by a private firm or firms retained or approved by the Department for such purpose.

Whether or not such audits are conducted during the Contract term, a final audit of Contract operations, including the relevant operations of any assignees or subcontractors, may be conducted after Contract Termination or Expiration.

The Provider Agency is subject to audit up to four years after Termination or Expiration of the Contract. If any audit has been started but not completed or resolved before the end of the four-year period, the Provider Agency continues to be subject to such audit until it is completed and resolved.

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

In addition, any State funds in excess of \$2,000 utilized through a subsequent Provider Agency contract or subcontract for any public work in which the Department is a party, or for public work to be done on property or premises leased or to be leased by the Department shall comply with the NJ Prevailing Wage Act, N.J.S.A. 34:11-56.27. Such

contracts or subcontracts shall contain a provision stating that the prevailing wage rate, as designated by the New Jersey Commissioner of Labor, must be paid to all designated classes of workers employed through said contracts or subcontracts. The Provider Agency must determine if the New Jersey Prevailing Wage Act applies and follow all directives per N.J.S.A. 34:11-56 et seq.

Section 3.15 Contract Closeout. The Provider Agency shall comply with all requirements of Policy Circular P7.01, Contract Closeout, including the timely submittal of the Final Report of Expenditures and any other financial or programmatic reports required by the Department. All required documentation is due within 120 Days of Contract Expiration, Non-renewal or Termination.

#### IV. Expiration, Non-Renewal and/or Termination

The Department may in accordance with the sections below allow a Contract to expire and or not be renewed.

Section 4.01. The Department or Provider Agency may let this Contract expire at the end of the contract term upon 60 Days' advance written Notice to the other party for any reason whatsoever, including lack of funding by the Department. In the case of contract awards that are made on a time limit basis (i.e. Federal Grant, Special Appropriation; one time funding to support a program), the 60 day notice is not required.

Section 4.02 Contract Settlement. When a Contract has expired under any section of Article IV of this Contract or Policy Circular P9.05, Contract Default, the Provider Agency shall be prohibited from incurring any additional obligations of Contract funds. The Department may allow costs that the Provider Agency could not reasonably avoid during the Expiration process to the extent that said costs are determined to be necessary and reasonable.

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

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

Section 4.03 Default and Termination for Cause. If the Provider Agency fails to fulfill or comply with any of the terms or conditions of the Contract, in whole or in part, the Department may by Notice place the Provider Agency in default status, and take any action(s) listed in accordance with Department Policy Circular P9.05, Contract Default. Notice shall follow the procedures established in the Policy Circular.

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

Section 4.04 Termination by the Department or Provider Agency. The Department or Provider Agency may terminate this Contract upon 60 Days' advance written Notice to the other party for any reason whatsoever, including lack of funding by the Department.

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

Section 4.05 Termination Settlement. When a Contract is terminated under any section of Article IV of this Contract or Policy Circular P9.05, Contract Default, the Provider Agency shall be prohibited from incurring additional obligations of Contract funds. The Department may allow costs that the Provider Agency could not reasonably avoid during the Termination process to the extent that said costs are determined to be necessary and reasonable.

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

## V. ADDITIONAL PROVISIONS

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

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



assignment, the Department may: (1) approve the assignment and continue the Contract to term; (2) approve the assignment conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the Department; or (3) disapprove the assignment and either terminate the Contract or continue the Contract with the original Provider Agency.

The Provider Agency may not subcontract any of the services that it has committed to perform or provide pursuant to this Contract without the prior written approval of the Department. Such consent to subcontract shall not relieve the Provider Agency of its full responsibilities under this Contract. Consent to the subcontracting of any part of the services shall not be construed to be an approval of said subcontract or of any of its terms, but shall operate only as an approval of the Provider Agency's request for the making of a subcontract between the Provider Agency and its chosen subcontractor. The Provider Agency shall be responsible for all services performed by the subcontractor and all such services shall conform to the provisions of this Contract.

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

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

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

The Provider's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss,

expense or damage resulting from the acts occurring prior to termination.

Section 5.05 Insurance. The Provider Agency shall maintain adequate insurance coverage. The State of New Jersey, Department of Human Services and the Departmental Component shall be included as an Additional Insured on any insurance policy applicable to this Contract. Should the Provider Agency fail to pay any premium on any insurance policy when due, the Department may pay the premium and, upon 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 a copy of its insurance policy declaration page to the Contracting Departmental Component for its contract files.

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

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

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

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

The Provider Agency shall make programs linguistically appropriate and culturally relevant to underserved minority groups within the community. Appropriate accommodations for services shall be developed and maintained for those minority individuals who are deprived of reasonable access to those services due to language barriers or ethnic and cultural differences. In addition, Provider Agencies shall make certain that all programs and services are reflective of the demographic needs of the community, while providing all minorities the

opportunity to experience any and all available social services irrespective of their ethnic or cultural heritage.

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

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

Section 5.12 Sufficiency of Funds. The Provider Agency shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Contract is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of the Department to make any payment under its contract with the Provider Agency or to observe and adhere its performance obligation under the contract as a result of the failure of the Legislature to appropriate the funds necessary to do so shall not constitute a breach of the Contract by the Department or default thereunder and the Department shall not be held financially liable therefore. In addition, future funding shall not be anticipated from the Department beyond the duration of the Contract with the Provider Agency and in no event shall the contract be construed as a commitment by the Department to expend funds beyond the termination date set therein.

Section 5.13 Collective Bargaining. State and federal law 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. Funds may be utilized for legitimate and reasonable management purposes at the direction of the Provider Agency during the process of collective bargaining organization.

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

In accordance with the National Labor Relations Act, 29 U.S.C.A. 152(2) and State law, N.J.S.A. 34:13A-1 et seq., Provider Agencies are independent, private employers with all the rights and obligations of

such, and are not political subdivisions of the Department of Human Services.

As such, the Provider Agency acknowledges that it is an independent contractor, providing services to the Department of Human Services, typically through a contract-for-services agreement. As independent contractors, Provider Agencies are responsible for the organization's overall functions which includes 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 Department has an adjunct role with Provider Agencies through regulatory oversight and ensuring contractual performance, the Provider understands that the Department is not the employer of a Provider Agency's employees.

The Provider Agency further acknowledges that while the Department reimburses Provider Agencies for all allowable costs under the Contract, this funding mechanism does not translate into the Department being responsible for any of the elements of any collective bargaining agreements into which Provider Agencies may enter. Moreover, each Provider Agency understands that it is responsible for funding its own programs and is not limited to the amount of funding provided by the Department, and, in fact, is encouraged to solicit non-State sources of funding, whenever possible.

Section 5.15 Executive Order No. 189. Executive Order No. 189 establishes the expected standard of responsibility for all parties that enter into a contract with the State of New Jersey. All such parties must meet a standard of responsibility that assures the State and its citizens that such parties will compete and perform honestly in their dealings with the State and avoid conflicts of interest.

In compliance with Paragraph 3 of Executive Order No. 189, no Provider Agency shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e, in the Department of the Treasury or any other agency with which such Provider Agency transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i, of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any Provider Agency shall be

reported in writing forthwith by the Provider Agency to the Attorney General and the Executive Commission on Ethical Standards.

No Provider Agency may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Provider Agency to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

No Provider Agency shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

No Provider Agency shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Provider Agency or any other person.

The provisions cited above shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with Provider Agencies under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate.

Section 5.16 Salary Compensation Limitation (Excludes Physician and Advanced Practice Nurses). The amounts paid under this contract to the Provider Agency for employee compensation are subject to the following conditions:

(i) Full-time Salary Compensation Limitation. No monies under the contract shall be paid to the Provider Agency for costs of any individual salary (including bonuses) to be paid to any of the Provider Agency's full-time employees (excluding Physician and Advanced Practice Nurses) in excess of the schedule set forth below:

Full-time Salary Compensation Limitation Schedule

Full-time Salary Compensation Limitations vary as follows: Only one Full-time Salary Compensation Limitation shall be applicable to each Provider Agency. This includes the aggregate of all contracts held with: 1) the Department of Human Services and 2) the Department of Children and Families.

For Provider Agencies with gross revenue (based on the last annual audit report) for the entire organization of:

- a) Over \$20 million, the limitation shall be \$141,000 (Benchmark Salary),
- b) Over \$10 million, but less than or equal to \$20 million the limitation shall equal 90% of the Benchmark Salary (\$126,900),
- c) Over \$5 million, but less than or equal to \$10 million the limitation shall equal 85% of the Benchmark Salary (\$119,850),
- d) Less than \$5 million, the limitation shall equal 75% of the Benchmark Salary (\$105,750).

(ii) Part-time Salary Compensation Limitation. The salary compensation limitation for a part-time employee, or for an employee whose time is only partly spent on activities compensated under this contract, shall be calculated by prorating the compensation for the position as prescribed under the Full-time Salary Compensation Limitation Schedule. The prorated percentage shall be specified in the Annex B and shall be determined by the regular number of work hours for that Part-time title or that the employee is scheduled to work on matters compensated under this contract;

(iii) Any salary paid to any employee in excess of these limitations must be paid out of funds received from sources other than this Contract, or funds other than those received from other contracts held within the Department of Human Services or Department of Children and Families:

(iv) The Full - or Part-time Salary Compensation Limitation will apply to cost reimbursement contracts at the time of contract renewal;

(v) Any fixed/fee for service rate contracts set prior to the adoption of this amendment is not subject to the salary compensation limitations prescribed in Section 5.16(i) or (ii), however, any fixed/fee for service rate contract set prior to the adoption of this amendment that is subsequently renewed at a higher rate are subject to the Salary Compensation Limitation Schedule prescribed in Section 5.16 (i) or (ii);

(vi) Any fixed/fee for service rate developed for a new program or service in an existing contract are subject to the Salary Compensation Limitation Schedule prescribed in Section 5.16(i) or (ii);

(vii) Any new contracts entered into after the date of the adoption of this amendment are subject to the Salary Compensation Limitation Schedule prescribed in Section 5.16 (i) or (ii).

Section 5.17 Salary Compensation Limitation for Physician and Advanced Practice Nurses. The amounts paid under this contract to the Provider Agency to compensate Physicians and Advanced Practice Nurses are subject to the following conditions:

(i) A maximum compensation of \$212,000 per annum, regardless of the amount of gross revenues of the entire organization;

(ii) Part-time Physicians and Advanced Practice Nurse's compensation will be calculated pursuant to Section 5.16 (ii).

Section 5.18 Compensation Limitation for Fringe Benefits. This section is being reserved for future consideration.

Section 5.19 Compensation Limitation for Employee Severance Agreement. Unless an exception has been approved by the Departmental Component for a specific circumstance, the amounts paid under this contract to the Provider Agency for an employee severance agreement are subject to the following conditions:

(i) The Provider Agency has an established written uniform severance agreement for all employees covered under the contract;

(a) No monies shall be paid to the Provider Agency for a severance payment to any employee in excess of the equivalent of two (2) weeks compensation (salary and fringe benefits);

(b) No monies shall be paid to the Provider Agency for a severance payment to any employee that has been employed by the Provider Agency for less than one (1) year of continuous employment; and

(c) No monies shall be paid to the Provider Agency for a severance payment to any employee that was discharged for cause (as cause is determined by the Provider Agency's policies).

(ii) If the Provider Agency does not have an established written uniform severance agreement, no monies shall be paid to the Provider Agency for a severance payment for any employee covered under the contract.

Section 5.20 Compensation Limitation for Employee Travel Expenses. The amounts paid under this contract to the Provider Agency for staff travel including; conference and registration fees, mileage reimbursement, meals and incidental expenses (M&IE), parking, and

overnight lodging accommodations for employees who are compensated in whole or in part under this contract are subject to the following conditions:

(i) General Provisions:

(a) In- and out-of-state travel must be directly related to the employee's duties as set forth in the contract and/or be required for accreditation and/or licensure of the contracted program;

(b) For in-state travel and for out-of-state travel that is within 50 miles of the border of the State where the Provider Agency is located, no monies provided under the contract shall be used for employee lodging expenses unless previously approved by the Departmental Component;

(c) Travel costs may be charged on an actual basis and may include a mileage reimbursement rate, as well as meals and incidental expenses (M&IE) up to, but not to exceed the Federal reimbursement rates (refer to the Federal internet web site, <http://www.gsa.gov>. for current rates) in effect at the time the employee traveled.

(ii) In-State Provisions: The Provider Agency may not approve any in-state travel reimbursement in excess of two-hundred and fifty dollars (\$250.00) per employee, per event, unless written approval is obtained from the departmental component's contracting authority prior to such travel;

(iii) Out-of-State-Provisions:

(a) The Provider Agency must obtain prior-approval from the departmental component's contracting authority for an employee's out-of-state travel, regardless of travel costs, unless such travel is no further than 50 miles from the border of the state where the Provider Agency is located, and travel costs per employee are less than two-hundred and fifty dollars (\$250.00); and

(b) Out-of-state travel (excluding travel no further than 50 miles from the border of the State where the Provider Agency is located) or travel costs in excess of the two-hundred and fifty dollar (\$250.00) limit by the employee, that was not pre-approved by the departmental component's contracting authority shall not be eligible for reimbursement under the contract.

Section 5.21 Compensation Limitation for Employee Tuition Reimbursement. The amounts paid under this contract to the Provider



Agency for tuition reimbursement and related expenses are subject to the following conditions:

(i) No monies paid to the Provider Agency under the contract shall be used for any costs incurred by the Provider Agency's employees to attend any educational courses including tuition, textbooks, supplies, etc. unless such courses are required by the contract or for program licensure, certification, and/or Medicaid standards; or;

(ii) No monies paid to the Provider Agency under the contract shall be used for any costs incurred by the Provider Agency's employees to attend educational courses including tuition, textbooks supplies, etc. unless such courses are towards a field of service related to the Provider Agency's contract and the allocated contract monies do not exceed the lesser of \$5000 or 1% of the Provider Agency's total annual operating budget; and

(iii) There are monies allocated in the Provider Agency's approved contract budget for the specific educational expenses consistent with Section 5.21(i) and (ii).

Section 5.22 Compensation Restriction for Provider Agency Sponsored Meetings, Conferences, Training, or Special Events. The amounts paid under this contract to the Provider Agency for the cost of administrative meetings, conferences, or special events are subject to the following condition:

(i) No such monies under the contract shall be paid to the Provider Agency for costs associated with meetings, conferences, or special events where agency staff is the beneficiary of the event. Unallowable costs include, but are not limited to the following: meals and refreshments, entertainment, overnight lodging, receptions or other social functions held for honoring all staff;

(ii) The Provider Agency may use monies under the contract to cover training-related costs such as modest facility costs and nominal refreshments. e.g. coffee, tea, water, soda, donuts, pastries, cookies, and bagels.

Section 5.23 Criteria for and Processing a Vehicle Request. The Provider Agency may request a new or replacement vehicle to be paid from monies under the contract only under the following conditions:

(i) The Provider Agency must request written approval from the departmental component's contracting authority to purchase or replace a vehicle and each request must be accompanied by the following supporting documentation. The request may be denied even if all supporting documentation is supplied. Documentation required includes:

(a) Explanation as to why the purchase or replacement of the vehicle is required to fulfill contractual obligations;

(b) Assurance that no one Provider Agency employee will be permanently assigned the vehicle;

(c) Assurance that the Provider Agency has sufficient funds to cover the vehicle's operating costs for the anticipated useful life of the vehicle;

(d) Submission of three (3) written bids for the same year, make, model, and option package;

(e) If the vehicle is a replacement vehicle, documentation consistent with Section 5.23 (ii) below;

(f) Any exceptions to the criteria and purchasing requirements (Section 5.23 (i) (a)-(e)), will be dealt with on a case by case basis with the departmental component's contracting authority; and

(g) If the request is approved, the Provider Agency shall be required to purchase the vehicle from the lowest-priced vendor consistent with Section 5.23 (i) (d).

(ii) The Provider Agency may request to replace an existing vehicle under any of the following conditions:

(a) odometer reading exceeds 125,000;

(b) vehicle age is 10 years or older;

(c) repair costs to maintain operational capacity of vehicle would exceed fifty (50) per cent of current trade-in Blue Book value of vehicle;

(d) repair costs have exceeded fifty (50) per cent of the current trade-in Blue Book value over the course of the past year;

(e) vehicle was involved in an accident and deemed "totaled" by the insurance carrier; and

(f) upon written request supported by sufficient documentation, the Departmental component's contracting authority determines that the vehicle is no longer road worthy and unsafe to drive.

(iii) If the Provider Agency receives approval to purchase a vehicle, the maximum cost of the vehicle including all dealer fees and charges may not exceed \$25,000 per vehicle. This limitation excludes passenger vans, or specialized and adaptive vehicles for handicapped consumers.

(iv) When a Provider Agency has a fleet management program that includes leased vehicles, the Provider Agency may obtain approval on a program basis so that the Provider Agency does not require approval on a vehicle basis.

DOAS19AAA003

Sussex County

Administrative Requirements, Supplemental Provisions and Sub-contract Requirements

A Copy of DoAS Administrative Requirements, Supplemental Provisions and Sub-Contract Requirements can be generated here.

Upload the signed Administrative Requirements, Supplemental Provisions, and Subcontract Requirements here:\*

[https://njsage.intelligrants.com/\\_Upload/1865344\\_1550612-2019SussexCountyAdministrativeRequirements.pdf](https://njsage.intelligrants.com/_Upload/1865344_1550612-2019SussexCountyAdministrativeRequirements.pdf)

## **2019 ADMINISTRATIVE REQUIREMENTS OF AREA AGENCIES ON AGING**

The New Jersey Department of Human Services, Division of Aging Services (DoAS), has been designated as the State Agency on Aging (State Unit on Aging) in accordance with the Older Americans Act of 1965 (OAA), as amended, 42 U.S.C. § 3001 et seq., specifically Section 305 of the OAA, 42 U.S.C. § 3025. The mission of DoAS, in accordance with 45 C.F.R. § 1321.7, is to lead the comprehensive planning and coordination of programs and services for older persons throughout the State. To accomplish this mission, DoAS is required to designate an Area Agency on Aging (AAA) for each distinct planning and service area. (See Section 305 of the OAA; 42 U.S.C. § 3025; and N.J.A.C. 10:165). In New Jersey, each of its 21 counties has a County Office on Aging.

The State designated each such office as an AAA. The AAAs have the authority and responsibility to plan and develop policy on programs for older persons within their respective counties. (See N.J.S.A. 40:23-6.39 and 6.40). The AAAs are responsible for assisting DoAS in the planning, implementation and oversight of the comprehensive and coordinated service delivery systems, the effective and efficient use of resources and the prevention of duplication which could diminish the full and positive social impact of programs and services intended by the OAA.

Beginning in 2003, the U.S. Administration on Aging awarded New Jersey a series of grants that were used to pilot an Aging and Disability Resource Connection (ADRC) No Wrong Door (NWD) coordinated single entry system for older adults, and individuals with physical disabilities. By 2012, all 21 AAAs were serving as the lead agency in their respective counties for the ADRC model. The ADRC model serves as the "no wrong door" single entry point for individuals seeking information, access and referral to federal, State and county services and supports. Now, with the ADRC model implemented statewide, New Jersey seeks to strengthen its commitment to ensuring access to information and home and community based services. Our focus is on making it easier for people to access services, apply for benefits and create an integrated counseling and eligibility system.

Pursuant to 45 C.F.R. § 1321.55, ".the area agency, once designated, is responsible for providing for adequate and qualified staff to perform all of the functions prescribed in this part." In New Jersey, the AAA must be capable of providing, directly or through contract, all of the services designated by the OAA. AAAs are charged with the responsibility to develop and exercise methods of administration necessary for the operation of their offices. In accordance with Information Memorandum 91-5, III-4 Responsibilities of Area Agencies on Aging, DoAS requires that each AAA maintain sufficient staff to ensure that administrative responsibilities are being performed in an effective and efficient manner, and in accordance with all DoAS' policies, including planning and coordinating with federal, State and local agencies with resources to benefit older persons. For a minimally funded county, adequate staff includes at a minimum the following full-time staff: Executive Director, Planner, I&A staff person, and a fiscal staff person. Each AAA shall have access to a nutritionist or dietitian. Further, per PM 2007-16, III-10 Policies and Procedures for Financial Management of Title III Programs, pertaining to the requirement for each AAA to have at least one full-time person to act in a professional capacity in handling financial matters, the financial person shall be located within the AAA and shall report directly to the Executive Director. Those counties receiving a more substantial portion of funding should include additional staff such as Program Monitor, Social Worker, Accountant/Bookkeeper, Field Representatives, etc.

The AAAs' responsibilities and functions under the Area Plan Contract shall include, but are not limited to, the following:

1. Every AAA shall comply with the Older Americans Act of 1965, as amended, 42 U.S.C. § 3001 et seq., and 45 C.F.R. Part 1321, and all other applicable federal, State, and local laws, regulations, rules and policies.
2. Every AAA shall develop a comprehensive and coordinated area plan, which shall include all required elements per DoAS instructions and policies, and must be submitted to DoAS by the due date and approved prior to implementation by the AAA. Any revision or modification to the approved Area Plan Contract shall require the prior approval of DoAS and must be requested in writing online via SAGE, the grants management portal.

3. In connection with matters of general policy arising in the development and administration of the area plan, every AAA shall take into account the views of recipients of services under such plan. (See Section 306(a)(6)(A) of the OAA).
4. The AAA shall administer the area plan, including the planning and development of all policy on programs, for older persons in its county.
5. Every AAA shall be the visible focal point for advocacy, coordination, monitoring, and evaluation of programs for older persons in its county. The programs shall include, but not be limited to, the following: community services, economics, employment, income and retirement, health care, mental and behavioral health, institutional and non-institutional housing, recreational activities, transportation, homemaker services, long term care, case management, congregate and home delivered meals, adult day care and legal services.
6. The AAA shall identify, when feasible, a focal point for comprehensive service delivery. The AAA shall specify the identity of each designated focal point in all grants, contracts, and agreements implementing the plan. (See Section 306(a)(3) of the OAA; 42 U.S.C. § 3026(a)(3)).
7. Every AAA shall maintain current information on all existing public and private programs serving older persons, caregivers, and adults with disabilities. The AAA also shall provide information and referral services to older adults, their families or caregivers, and the general public regarding accessing programs and services for the older population.
8. AAAs shall provide for the availability and distribution of information (through public education campaigns, the AAA itself, and other appropriate means) relating to (i) the need to plan in advance for long-term care; and (ii) the full range of available public and private long-term care programs (including integrated long-term care), options, service providers, and resources.
9. Every AAA shall increase the public's awareness and understanding of the aging process and the effects of this natural process on the individual by circulating information related to aging issues to practitioners in the field, older individuals, and the public at large.
10. The Executive Director of each AAA shall appoint, with the approval of the Board of Chosen Freeholders, an Advisory Council to assure broad representation with all segments of the general populace and to gain advice and assistance on program objectives, development, and support in accordance with OAA Section 306(a)(6)(D) and 1321:57.
11. Every AAA shall act as the central place in each county planning and service area responsible for the implementation of all DoAS policies and procedures to achieve, at the local level, the goals, which DoAS is addressing in its statewide efforts. The AAA shall be either: a single-purpose agency that administers programs for older persons, or a multi-purpose agency with a single organizational unit responsible for administering programs for older persons.
12. Every AAA shall have written policies and procedures on sexual harassment in the workplace. The basis of such policy must be that all employees shall be permitted to work in an environment free from all forms of unlawful discrimination and conduct which can be considered harassing, coercive, or disruptive, including sexual harassment. (See 29 C.F.R. § 1604.11; see also, The Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq.). Such principles continue to apply to race, color, religion, or national origin.
13. Every AAA shall: increase the public's awareness of elder abuse, neglect and exploitation; and, identify the public and private nonprofit entities involved in the prevention, identification, and treatment of the abuse, neglect, and exploitation of older individuals and determine whether there are sufficient appropriate services for such individuals.

14. Every AAA shall have written client contribution policies based on the DoAS policy memorandum 2017-13, I-13 November 30, 2017, "Contribution Policy for Services Under the Area Plan Contract" applicable to all providers (*regardless of whether the provider is the AAA, a governmental source or a subcontracted agency*) of services funded in total or in part under the Area Plan Contract. The AAA shall ensure that each provider of services also establishes a written client contribution policy, which shall be approved by the AAA. Each client contribution policy shall:
- provide each service recipient an opportunity to voluntarily contribute to the cost of the service (*exception Adult Protective Services*);
  - clearly inform each service recipient (*exception Adult Protective Services*) that he or she is not required to declare his or her income, that there is no means test for the services, that there is no fee for the services, that there is no obligation to contribute to the cost of the services and that any contribution is purely voluntary;
  - protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution;
  - establish appropriate procedures to safeguard and account for all contributions; and,
  - provide for the use of all collected contributions to expand the service for which the contributions were given and to supplement (not supplant) funds received under the Area Plan Contract.
15. Every AAA shall enter into voluntary arrangements with nonprofit entities (including public and private housing authorities and organizations) that provide housing to older individuals (such as housing described under Section 202 of the Housing Act of 1959, as amended, and specifically, 12 U.S.C. § 1701q, "Supportive housing for the elderly"), to provide (i) leadership and coordination in the development, provision, and expansion of adequate housing, supportive services, referrals, and living arrangements for older individuals; and (ii) advance notification and non-financial assistance to older individuals who are subject to eviction from such housing.
16. Every AAA shall have nutrition projects that reasonably accommodate eligible individuals with particular dietary needs arising from health requirements, religious requirements, or ethnic backgrounds.
17. Every AAA shall implement evidence-based programs, whether through the AAA or through service providers, to assist older individuals in learning about and making behavioral changes intended to reduce the risk of injury, disease, and disability among older individuals. (See Section 306(a)(7)(C) of the OAA).
18. Every AAA shall maintain a current business continuity plan that will be activated in the event of an emergency. The plan shall address ways in which the AAA will maintain critical services for clients and shall describe the methods for communicating about service continuation. Every Area Plan shall also include information detailing how the AAA will coordinate activities and develop long-range emergency preparedness plans with local and State emergency response agencies, relief organizations, local and State governments, and any other institutions that have responsibility for disaster relief service delivery. (See Section 306(a)(17) of the OAA).
19. Every AAA shall make efforts to inform minority contractors of the opportunity to submit a proposal for a grant award in accordance with DoAS Contracting Procedures policy memorandum PM 2015-8, I-8, as may be amended and supplemented.
20. Every AAA shall make every effort to maintain the privacy of personal and confidential information that may be provided by clients in the course of accessing services and supports. The AAA shall require all current users and future users of SAMS to sign a confidentiality agreement promulgated by DoAS prior to accessing SAMS and shall notify DoAS when SAMS user IDs **MUST** be deactivated upon a user's departure. AAAs shall review the confidentiality agreements signed by SAMS users as part of its monitoring/auditing process.

21. In accordance with Policy Memorandum 2017-5; I-5, Notice of Nondiscrimination and Notice of Privacy Practices, every AAA shall ensure DoAS' Notice of Nondiscrimination is posted in a conspicuous location with their office and is distributed with the Notice of Privacy Practices to consumers at the time of initial contact, or application for, any DHS programs, services and/or supports.

### **Enforcement**

If DoAS determines that the AAA failed to (i) comply with the stipulations, standards, or conditions of its Area Plan Contract, or (ii) comply with applicable federal or State laws, rules, or policies, or (iii) ensure proper and adequate administration to meet project goals, DoAS will provide the AAA with written notification identifying each deficiency and providing a plan of correction.

In the event the AAA does not remedy each identified deficiency following notification, DoAS may suspend or terminate the Area Plan Contract. Further, failure to comply with the Area Plan Contract may jeopardize the designation as a AAA. (See N.J.A.C. 10:165).

### **Suspension**

DoAS may suspend the AAA's Area Plan Contract when the AAA fails to comply with the Area Plan Contract and the deficiencies warrant suspension. In the event an Area Plan Contract is suspended, all payments will be withheld and the AAA will be prohibited from incurring any additional obligation of project funds until all deficiencies are corrected to the satisfaction of DoAS.

### **Termination**

DoAS may terminate the AAA's Area Plan Contract when the AAA fails to comply with the Area Plan Contract and the deficiencies warrant termination. In the event an Area Plan Contract is terminated, all payments will be withheld and the AAA will be prohibited from incurring any new obligation of grant funds after the effective date of the termination, and the AAA shall cancel all outstanding obligations. All or part of any cost deemed by DoAS to be associated with the AAA's non-compliance with its Area Plan Contract may be disallowed. DoAS may also pursue other legal remedies.



## 2018 AREA PLAN CONTRACT SUPPLEMENTAL PROVISIONS

### A. Contract Compliance:

Federal regulations require all APC contracting to be performed in a manner providing **full and open competition**. This applies to all services and supports funded **in full or in part** with APC funds **regardless** of funding source. The AAA has the responsibility to work with their County-Designation Qualified Purchasing Agent to comply with contracting requirements to:

- Enter into formal contracts with service providers to implement the APC.
- Use funds efficiently to acquire the most qualified, cost effective providers.
- Serve the maximum number of target population.

These requirements shall apply to every service funded in total or in part under the Area Plan Contract, regardless of whether the service is provided by the AAA, by a governmental source or by a subcontracted agency. Funding based on the Area Plan Contract shall be awarded in compliance with the contracting policy memorandum PM 2015-8, I-8, and Policy Memorandum 91-9, III-4, Waiver Forms and Procedures for Area Agencies on Aging, issued by DoAS.

**A signed inter-agency agreement is required when:** (i) the AAA is obtaining services from another part of county government, or (ii) the AAA is obtaining services from a municipality or other form of recognized government.

**A signed intra-agency agreement is required when:** the AAA is providing direct services. *(See Policy Memorandum 2007-16, III-10 Policies and Procedures for the Financial Management of Area Plan Contract Programs and Services, Section E- Contract Procedures – General Guidelines)*

**All contracts, inter-agency agreements, and intra-agency agreements** funded in total or in part under the Area Plan Contract, regardless of whether the service is provided by the AAA, by a governmental source or by a subcontracted agency, **must** coincide with the Area Plan Contract 3-year cycle and **contain at a minimum all of the following:**

- Scope of Services (for each service to be provided), including DoAS's taxonomy (Service Name, Service Code, Service Category, Unit of Service, Service Definition, Components and Standards); specific deliverables (for each service) required to achieve the desired result, including Program and Administrative Specifications (for ex; program administration, oversight and relevant protocols, program activities, tools, and implementation, as well as client satisfaction, staff training, data collection and reports);
- Detailed Budget identifying all sources of funding;
- Confidentiality Requirements (see below);
- Business Continuity Plan Requirements for Emergencies;
- DoAS' Subcontract Requirements (set forth in Section K of this document);
- Record Retention and Supporting Documentation Requirements; and,
- Date and Signature of the Project/Program Director, AAA Director, and designated county official(s).

### Confidentiality:

The AAA shall maintain the confidentiality of each Participant's personal and confidential information and shall not disclose such information except where disclosure is consistent with applicable laws and DoAS requirements and policies; and the disclosure is made to the Participant; to the Participant's legal representative; to a party upon the informed written consent of the Participant or the Participant's legal representative; to a party pursuant to a court order; or if disclosure is made for program monitoring by authorized federal, State or local monitoring agencies. The AAA shall require all providers to maintain confidentiality based upon these standards, applicable laws and DoAS requirements, and policies by requiring in each subcontract a confidentiality statement by the sub-grantee and its workers.

The AAA shall also include in each contract, inter-agency agreements and intra-agency agreements a requirement that **all individuals** having access to SAMS, including those working for or with a sub-grantee or third party execute a confidentiality agreement, promulgated by DoAS and all new users of SAMS execute the confidentiality agreement prior to receiving login or password information to access SAMS; and a requirement that each sub-grantee or third party shall notify the AAA, by the end of the next working day, when a SAMS user no longer requires access to SAMS to conduct business for Area Plan Contract purposes, such as when the user has been reassigned job functions, separates from employment or ceases providing services. The AAA shall not request from DoAS access to SAMS for any provider, or employee or agent thereof, unless the AAA first views the confidentiality agreement signed by such provider, or employee or agent thereof.

**Interpretation:**

The Area Plan Contract shall be interpreted as broadly as necessary to implement and comply with applicable confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations promulgated thereunder by the U.S. Department of Health and Human Services, and the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009, and applicable federal and State law. The parties agree that any ambiguity in the Area Plan Contract shall be resolved in favor of a meaning that complies and is consistent with such laws.

DoAS will conduct and document annual assessments of the AAA and review final program and fiscal reports to assure contract compliance. DoAS shall provide written notification to the AAA in the event that it or its sub-grantee is not in compliance with the requirements set forth in the Area Plan Contract. Non-compliance may result in budget reductions, withholding of payments and/or termination of contract, and may impact upon the AAA's eligibility for subsequent continuation of funding under this grant program.

**In accordance with the Annual Policy Memorandum Monitoring of Area Agency on Aging (AAA) Programs, Public Hearings, Service Provider and Advisory Council Meetings, issued by DoAS:**

- The AAA shall conduct and document one formal on-site programmatic and one fiscal monitoring visit for each directly-provided and/or subcontracted program (including governmental provided) funded in total or in part under the Area Plan Contract. The AAA shall monitor and document directly-provided services in a manner comparable to that of its subcontracted services (i.e. written monitoring procedures, use of a monitoring tool, letter of agreement). The AAA shall also document and follow up on findings. (See PM 86-8, III-5 Minimum Standards for Programmatic Monitoring of Title III B Service Providers).
- Where the AAA accountant is involved with the financial management of the program, fiscal monitoring shall be completed by county staff other than the AAA accountant. Qualified personnel with the appropriate background located within the Office on Aging or in other departments (such as the Treasurer's Office or Finance Office) would be acceptable individuals to assess the AAA accountant and the fiscal operations of the directly-provided service.
- Nutrition providers funded under the Area Plan Contract shall be monitored a minimum of **twice per contract year** – one visit to specifically address the Congregate Nutrition Program, and the other to focus on the performance and adherence to specifications of the Home Delivered Nutrition Program.
- Any AAA operating under an approved direct service waiver shall ensure the quality control aspects of programmatic and fiscal performance.
- The coordinator or the State Adult Protective Services (APS) shall continue to monitor and assess the programmatic component of the APS Program for adherence to program standards. The AAA will receive copies of the DoAS' APS reports for this information. AAA staff shall be responsible to conduct and document the annual, on-site fiscal monitoring visit and follow up on findings.

- The AAA shall conduct and document a minimum of **four** service provider meetings per year. The AAA shall ensure that each grantee (including governmental provider) funded under the Area Plan Contract attends these group meetings. The AAA shall include this language in its sub-contracts and interagency agreements.
- The AAA shall conduct and document advisory council meetings (at a minimum, minutes, sign-in, and agenda). DoAS recommends a minimum of **four** advisory council meetings per year.
- Public hearings, which are required under Section 307(a)(4) of the OAA (with additional information provided in IM 97-53, III-26 Area Plan Contract Public Hearings), shall be held once annually, at a minimum, during the planning and analysis stages of Area Plan Contract development (ex: mid-spring). If fewer than 10 members of the general public attend the public hearing, the AAA shall convene a second public hearing taking into consideration accommodations for time and accessibility in order to attract the broadest segment of the general public. The AAA shall document these hearings and maintain at a minimum sign in sheets, agenda and minutes. DoAS recommends that the APC public hearings be completed early enough to allow sufficient time to incorporate the public input into the planning process, especially prior to the deadline for Area Plan Contracts. AAA shall minimally: (i) advertise public notice in county's official newspaper; and (ii) publish notice in other sources as suits the AAA.

#### **B. Annual Contract Funding:**

The AAA in receipt of a grant award pursuant to its Area Plan Contract recognizes and agrees that funding during the term of the Area Plan Contract is expressly contingent upon the availability of funds to DoAS. This includes funding appropriated by the State Legislature from federal, State and/or other applicable revenue sources. Failure of DoAS to provide funding, whether in whole or in part, under the Area Plan Contract, due to lack of appropriations shall not constitute a breach of contract or default by DoAS. The AAA expressly agrees that DoAS shall not be liable for the absence of any anticipated funding or the consequences thereof. Additionally, the AAA in receipt of a grant award shall not anticipate future funding from DoAS beyond the duration of the period set forth in this agreement, which is based on the Area Plan Contract and grant award, and in no event shall this agreement be construed as a commitment by DoAS to expend funds beyond the termination date set forth herein. Furthermore, the AAA in receipt of a grant award understands and agrees that this agreement shall be amended annually to reflect updated program information and funding levels.

#### **C. Area Plan Contract Programs/Services:**

The AAA in receipt of a grant award pursuant to its Area Plan Contract shall submit **Integrated Program Summary (IPS)** forms for each sub-grantee's program in SAGE. The IPSs reflect subcontracts made with sub-grantees for the delivery of the services proposed and approved in the Area Plan Contract. **IPSs** must include the line item budget, funding source and service projections for each program. Each IPS that includes personnel costs must include a personnel justification form detailing the employee names, salaries and hours spent on all contracted services.

#### **D. Area Plan Contract Revision and Modification:**

**Any revision or modification** to the Area Plan Contract **shall require the prior approval** of DoAS and **must be requested in writing online via SAGE**, the grants management portal.

Revisions and/or amendments to the Area Plan Contract may be necessary based upon (i) availability of the additional funds; (ii) change in sub-contracts (services/providers); (iii) administrative transfers; (iv) allocations transfer between Title III B, C1 and C2; and (v) change in projected carry over. DoAS may, in its sole discretion, establish policies to restrict transfers of funds among the predetermined allocations within the Area Plan Contract. Fiscal Grant Amendment/Revision requests and Programmatic APC Amendment/Revision requests lacking sufficient justification details will be rejected.

### **Fiscal - Grant Amendment/Revisions**

To revise program funding in its approved Area Plan Contract, the AAA shall:

- Submit through SAGE a **Grant Amendment/Budget Revision Request** form with sufficient justification details for review and processing by DoAS. After submission of the Grant Amendment/Budget Revision Request form and the approval of the Programmatic and Fiscal Grant Management Officers, the contract application will reflect "in revision" or "in amendment" status as applicable.
- When DoAS approves the Grant Amendment/Budget Revision Request and, if applicable, the programmatic APC Addition/Deletion Amendment Request, the AAA shall submit a revised IPS through SAGE in accordance with the following schedule:
  - (a) The AAA shall submit any IPS revisions for the Mid-year Allocation of Area Plan Contract funds, pursuant to the applicable Policy Memorandum issued by DoAS.
  - (b) The AAA shall submit any IPS revisions for the Final Obligation and Allocation of Funds, pursuant to the applicable Policy Memorandum issued by DoAS, no later than **November 15th** of each Area Plan Contract year. DoAS shall not accept an IPS revision after November 15th.
  - (c) Should circumstances call for a change in an IPS at any other time throughout the year, the AAA shall follow this Grant Amendment/Budget Revision Request process.

### **Programmatic - APC Amendments/Revisions and To Be Determined (TBD) Providers/Services**

To revise program services and/or providers (i.e. addition or deletion of service and/or provider) in its approved Area Plan Contract per PM 91-10, III-5, Revision of Programmatic Amendment Process, the AAA shall complete the following process **at least 45 days prior to the date the change is anticipated to take effect:**

- Submit with sufficient justification details a Grant Amendment/Budget Revision Request and completed Programmatic APC Amendment Request form through SAGE.
- Upon DoAS approval of the Programmatic APC Amendment Request, the AAA shall submit revised IPSs in accordance with Fiscal - Grant Amendment/Revisions processes above.
- For "To Be Determined (TBD)" providers and/or services, the AAA shall submit a Grant Amendment/Budget Revision Request and a completed Programmatic APC Amendment Request, and shall receive DoAS approval at least 45 days prior to utilizing a provider or service listed as TBD in the approved Area Plan Contract. The deadline for resolution of all "**To Be Determined**" providers and/or services shall be **April 1st** of each Area Plan Contract year. Upon DoAS approval of the Grant Amendment/Budget Revision Request and Programmatic APC Amendment Request, the AAA shall submit a revised IPS in accordance with the Fiscal - Grant Amendment/Revisions processes in the preceding section. **DoAS will not accept IPS revisions or Area Plan Contract program amendments after November 15th of each Area Plan Contract year.**

### **E. Financial and Program Performance Reporting:**

The most current Administration for Community Living (ACL), Administration on Aging (AOA) reporting requirements are required for all data collected by State Agencies on Aging, the AAAs, and all AAA service providers. The National Aging Program Information System (NAPIS) reporting requirements are mandated for all AAAs, Area Plan Contract services and all AAA service providers. The AAA shall be responsible for the integrity and accuracy of grantee and sub-grantee fiscal and programmatic reports.

The AAA shall review SAMS user IDs to insure that all user IDs belong to users who require access to SAMS to conduct business for Area Plan Contract purposes. The AAA shall notify DoAS immediately upon receiving information that a SAMS user no longer requires access to SAMS to conduct business for Area Plan Contract purposes.

**1. SAMS (Social Assistance Management System).** Per Policy Memorandum 2014-7, I-7 Area Plan Contract Reporting, the AAA:

- 1) Shall use SAMS for all Area Plan Contract data collection and reporting;
- 2) Shall use SAMS to provide unduplicated client counts, and monitor and manage programs with multiple funding streams;
- 3) For Adult Protective Services and legal assistance, shall use SAMS to report aggregate data only;
- 4) If choosing to require sub-grantees to input their data directly into SAMS, shall ensure that the subcontract contains a provision requiring the use of SAMS as a condition for receiving funding through the Area Plan Contract;
- 5) If choosing not to require sub-grantees to input their data directly into SAMS, shall ensure that it enters the data;
- 6) Shall require that every individual, sub-grantee or third party having access to SAMS complies with the confidentiality standards requirements and policies; and
- 7) In accordance with PM 2009-3, III-3 Statewide Use of SAMS, shall NOT use Area Plan Contract funds (including Area Plan Contract administrative or matching funds) to fund other I & A and Care Management IT/software systems.

**2.** Financial and program reports shall be due quarterly: **22 calendar days** after the end of each quarter for the first, second and third quarters; and **31 calendar days** after the end of the fourth quarter (as specified in Policy Memorandum 2014-7, I-7 Area Plan Contract Reporting, issued by DoAS. Revisions to quarterly financial and program reports shall be submitted to DoAS by the deadline outlined in the above referenced policy memo. Written requests for extensions shall be submitted to DoAS, to the attention of Office of AAA Administration program and fiscal directors, prior to the deadline. DoAS shall withhold advance payments until completed accurate quarterly financial and program reports are received through SAGE and SAMS.

**3.** The program name, program code, service code(s), units of service, and clients served for each sub-grantee shall be consistent in fiscal reports, program reports, and contractual agreements. Additionally, the AAA in receipt of a grant award pursuant to its Area Plan Contract shall assure that each sub-grantee employs acceptable procedures for:

- 1) Counting and evaluating quality of units delivered;
- 2) Identifying and counting new clients; and
- 3) Reviewing all reports submitted by each sub-grantee for accuracy.

**F. Fiscal Reports:**

Fiscal reports will be due as follows:

<b>Report</b>	<b>Reporting Period</b>	<b>Due Date</b>
<b>1st Quarter</b>	January 1 - March 31	<b>April 22</b>
<b>2nd Quarter</b>	April 1 - June 30	<b>July 22</b>
<b>3rd Quarter</b>	July 1 - September 30	<b>October 22</b>
<b>4th Quarter</b>	October 1 - December 31	<b>January 31</b>
<b>Final Closeout</b>	January 1 - December 31	<b>to be determined by policy memo issued by DoAS</b>

Failure to submit reports accurately and in a timely manner may result in withholding of future payments by DoAS.

## **G. Program Income**

The AAA in receipt of a grant award pursuant to its Area Plan Contract is prohibited from collecting fees for services and programs funded in whole or in part with its Area Plan Contract. The AAA shall encourage and accept client contributions for ALL programs and services funded in whole or in part with its Area Plan Contract funds, except Adult Protective Services (APS). The AAA shall use client contributions and all program income earned during the period in which it is collected to go back into the program to expand the program to additional program participants. The AAA shall not supplant Area Plan Contract funds with client contributions.

## **H. Closeout Requirements:**

1. The AAA in receipt of a grant award pursuant to its Area Plan Contract shall provide DoAS with Area Plan Contract Program Reports and Area Plan Grant Balances (**QPR-A and QPR-B, respectively**) in accordance with instructions issued by DoAS. Failure to submit closeout reports shall result in suspension of current Area Plan Contract payments.
2. The AAA in receipt of a grant award pursuant to its Area Plan Contract shall comply with any closeout findings and recommendations to assure timely and appropriate resolution.

## **I. Unexpended Fund Balances:**

Accrued expenditures shall be liquidated within thirty (30) days after the close of the contract period. Unexpended funds up to eight percent (8%) of the current year Title III and State Match allocations shall be used in the subsequent fiscal year on a "first-in, first-out" basis. Unexpended funds in excess of eight percent (8%) may be reclaimed by DoAS for redistribution (see most recent closeout letter). All unexpended State funds, with the exception of Title III State matching funds, shall be eligible for recovery by DoAS upon completion of the close out and payment reconciliation. Carry-over of other federal funds shall be contingent upon the rules and regulations of each specific funding agency.

## **J. Record Retention:**

1. Confidentiality statements and/or agreements required by DoAS to be executed shall be maintained and retained by the AAA. DoAS shall have the right, upon reasonable notice, to inspect, review and audit such records to ensure compliance.
2. All financial records, supporting documents, statistical records, and all other records pertinent to this grant award shall be retained for a period of **three years** from the acceptance of the final expenditure report.
3. Fiscal monitoring and evaluation reports, documentation of technical assistance visits, and correspondence related to visits shall be retained for a period of **three years** from the acceptance of the final expenditure report.
4. Client records shall be retained by the service provider agency for a period of **three years** from the close of the case.

## **K. Subcontract Requirements:**

In accepting this contract, the AAA agrees to the following requirements and shall include all of the following requirements in all sub-contracts, inter-agency and intra-agency agreements with all parties utilizing any area plan funding under this contract:

1. A AAA providing direct services, AAA subcontractor (*including but not limited to another part of county, municipal or state government*), or third party utilizing any area plan funding shall comply with all federal, State, and local laws and policies.

2. Funds provided under this contract shall not be utilized in a manner that would contravene the Establishment Clause of the First Amendment of the United States Constitution. Specifically, the following conditions shall apply:
  - a) In no event shall the provision of the services to be funded under this agreement be conditioned upon attendance at or participation in religious programs, services, or activities;
  - b) Any services to be provided under this agreement shall be essentially secular in nature and scope and in no event shall there be any religious services, counseling, proselytizing, instruction, or other religious influence undertaken in connection with the provision of such services; and
  - c) Funds provided under this agreement shall not be used for the construction, rehabilitation, or restoration of any facility owned by a religious organization and used now, or in the future, for any religious activity or purpose.
3. **Pursuant to Section 306(a)(4)(A)(ii)(I)**, of the Older American Act, 42 U.S.C. § 3026(a)(4)(A)(ii)(I), the provider will specify how the provider intends to satisfy the service needs of low-income, minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in the area served by the provider.
4. **Pursuant to Section 306(a)(4)(A)(ii)(II)**, of the Older Americans Act, 42 U.S.C. § 3026(a)(4)(A)(ii)(II), the provider will to the maximum extent feasible; provide services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in accordance with their need for such services.
5. **Pursuant to Section 306(a)(4)(A)(ii)(III)**, of the Older Americans Act, 42 U.S.C. § 3026 (a)(4)(A)(ii)(III), the provider will meet specific objectives established by the area agency on aging, for providing services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in the planning and service area.
6. Each agreement made with a nongovernmental entity shall include the assurance that all sources and expenditure of funds received or expended by such agency to provide services to older individuals shall be disclosed to DoAS or the Commissioner for the Department of Human Services upon request.
7. For AAAs providing NAPIS registered services, the following subcontract language shall be required to receive funding through the Area Plan Contract.
  - a) Provider agency shall use SAMS for all Area Plan Contract data reporting and client tracking as directed by the AAA.
  - b) If applicable, an ADRC partner shall use SAMS for intake, screening individuals for community services, recording service delivery and client characteristics, and managing the activities of the ADRC business process.
  - c) Sub-grantees or third parties having access to SAMS shall comply with DoAS confidentiality provisions.
  - d) All provider agencies, sub-grantees or third parties having access to SAMS shall notify the AAA, no later than the end of the next working day, when a SAMS user no longer requires access to SAMS to conduct business for Area Plan Contract purposes, such as when the user has been reassigned job functions, separates from employment or ceases providing services  
**\*Note: If the sub-grantee is not going to enter data into SAMS it is the responsibility of the AAA to enter all sub-grantee data into the SAMS database.**
8. In addition to any applicable HIPAA requirements, if required by law or requested by DoAS, the sub-grantee or third party, or individuals working for or with a sub-grantee or third party, shall maintain the confidentiality of each participant's personal and confidential information and shall not disclose such information except where disclosure is consistent with applicable law and DoAS requirements and policies, and the disclosure is made to the Participant; to the Participant's legal representative; to a party upon the informed written consent of the Participant or the Participant's legal representative; to a party pursuant to a court order; or if disclosure is made for program monitoring by authorized federal, State or local monitoring agencies.
9. Each sub-grantee shall have a business continuity plan that will be activated in the event of an emergency. The plan shall address ways in which critical services are maintained for the participant and a description of the methods for communicating about service continuation.
10. Each sub-grantee shall utilize its AAA's Grievance, Record Retention and Client Contribution policies.

11. Each sub-grantee shall require its workers to complete grant allocation timesheets for personnel allocation purposes.
12. Providers are required to maintain signed confidentiality agreements for SAMS users for the length of the contract and to make these signed documents available for review by the AAA upon request.

**Miscellaneous:**

The AAA agrees to comply with all applicable HIPAA requirements as well as the Business Associate Agreement executed by the AAA wherein DoAS is recognized as a Covered Entity. Where applicable, the AAA shall obtain a Business Associate Agreement from sub-grantees as part of the subcontract process.

A failure or delay of DoAS in exercising any right, power or privilege under this agreement or the Area Plan Contract shall not constitute a waiver of that right, power or privilege. Furthermore, a single or partial exercise shall not prevent another or further exercise of that or any other right, power or privilege.

If any provision of this agreement or the Area Plan Contract shall conflict with any federal or State law(s) or shall have the effect of causing the State to be ineligible for federal financial participation in payment for contract programs or 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.

**The AAA in receipt of a grant award pursuant to its Area Plan Contract, in accepting this grant award, shall comply with any and all policies and procedures promulgated by the State Unit on Aging (New Jersey Department of Human Services, Division of Aging Services). All activities provided through the AAA, whether funded by public or private funds, must conform with all applicable federal and State laws, regulations, rules and policies.**

**Agreement and Compliance with 2019 Area Plan Contract Administrative Requirements, Supplemental Provisions and Subcontract Requirements**

I (First, Last Name) Lorraine Hentz, (Job Title of AAA Executive Director) Director

of Sussex County Area Agency on Aging, have read and reviewed the 2019 Area Plan Contract Administrative Requirements, Supplemental Provisions and Subcontract Requirements. I agree to comply with the 2019 Area Plan Contract Administrative Requirements, Supplemental Provisions and Subcontract Requirements, all applicable federal, State, local and other laws, regulations, policies, etc. during the term of the 2019 Area Plan Contract grant year.

(Signature) Lorraine Hentz (Date) 8/31/18



DHS Organization Information Review Page

Name of Attorney for Agency Kevin D. Kelly  Check here if your organization does not have an attorney

Attorney Telephone 973-579-0230

Attorney Email kkelly@sussex.nj.us

Address 1 One Spring Street

Address 2

City Newton State New Jersey Zip 07860

Name of Principal Agency Contact Carol Novrit\* Title of Principal Agency Contact Administrator \*

Principal Agency Telephone 973-579-0559\*

Principal Agency E-mail cnovrit@sussex.nj.us\*

Address 1 One Spring Street\*

Address 2

City Newton\* State New Jersey\* Zip 07860\*

Name of Principal Program Contact

Lorraine Hentz \*

Title of Principal Program Contact

Director \*

Principal Program Telephone

973-579-0555 \*

Principal Program E-mail

lhentz@sussex.nj.us \*

Address 1

One Spring Street \*

Address 2

\*

City

Newton \*

State New Jersey \*

Zip 07860 \*

DHS Organization Information Review Page

Name of Principal Fiscal Contact  \* Title of Principal Fiscal Contact  \*

Principal Fiscal Telephone  \*

Principal Fiscal E-mail  \*

Address 1  \*

Address 2

City  \* State  \* Zip  \*

Agency Fiscal Year End (mm/dd) 12/31\*

Does the Agency Meet the following Licensure Requirements?

Facility\* N/A

Services N/A

Personnel N/A

Is a copy of the license attached? \*

No

Agency Accounting System\*

OtherModified Accrual

Affirmative Action Plan\*

Yes

DHS Organization Information Review Page

Type of agency and applicable cost principles\*

<u>Agency Type</u>	<u>Cost Principles Applied</u>
Private non-profit	OMB Circular A-122
Private for profit	Title 48 CFR, Part 31 et seq.
Government:	OMB Circular A-87
Hospital	Title 45 CFR Part 74, Appendix E
Educational Institutions	OMB Circular A-21, including any amendment published in the Federal Register
Other	<u>Click here</u> and identify applicable cost principles

Selected Type of Agency: County

\* By checking this box, you certify that the information listed above is accurate to the best of your knowledge.

DOAS19AAA003

Sussex County

Additional Project Type Selection

Project Types

- Supplemental Home Delivered Meals (SHDM) - 19
- Disaster Relief Funding - 45
- Care Transitions - 46
- Non APC Funds - 25
- Special Programs - 23
- SSBG Disaster Assistance - 47
- Community Based Senior Program - 48
- Other 3
- Other 4
- Other 5
- Other 6
- Other 7

DOAS19AAA003  
Sussex County  
Application Summary

Will any member of the Board of Directors/Trustees receive any direct or indirect personal or monetary gain from the funding of this grant? \*      Yes       No

Name of Member(s) (separate with commas):

Does any member of the Board of Directors/Trustees serve on any board, council commission, committee or Task Force which has regulatory or advising influence on the funding program? \*      Yes       No

Name of Board, Council, etc.

Select Preferred Payment Plan:  \*

Name of Grantee:    Sussex County

Organization Address  
Sussex County  
One Spring Street  
Newton, NJ 07860-2091  
Phone: (973) 579-0250  
Fax: (973) 579-0259

Email Address:

Federal Tax Identification Number:    226002477  
Vendor Number:      
Vendor Unit:    SUSSEX CO  
    DEPT OF TREASURY  
**Vendor Unit Address**    1 SPRING STREET  
    NEWTON, NJ 07860

Certificate of Need Project \*  
( ) Pending  
() Not Required

DOAS19AAA003

Sussex County

Application Summary

Is political subdivision covered by NJ Civil Service Merit System? \*

- Yes
- No

If grant is awarded, will funds be used to replace other funds which would be available in absence of award? \*

- Yes
- No

Name of NJBHS Program Manager Regarding Application:

Tina Zsenak

DOAS19AAA003

Sussex County

Application Summary

**Type of Request \***

New

Renewal of Grant

#: DOAS18AAA03

Amendment to Grant #: [ ]

**Budget Period (Month/Day/Year)** - This is the period of time for which a grant is to be funded.

From: 1/1/2019 \*

Through: 12/31/2019 \*

**Project Period (Month/Day/Year)** - This is the period of time expected to complete the project.

From: 1/1/2019 \*

Through: 12/31/2019 \*

DOAS19AAA003

Sussex County

Project Location

[ ] Please check this box if the project is statewide

County to filter by: \*

Sussex County

Municipalities: \*

Andover Borough  
Andover Township  
Branchville Borough  
Byram Township  
Frankford Township  
Franklin Borough  
Fredon Township  
Green Township  
Hamburg Borough  
Hampton Township  
Hardyston Township  
Hopatcong Borough  
Lafayette Township  
Montague Township  
Newton Town  
Ogdensburg Borough  
Sandyston Township  
Sparta Township  
Stanhope Borough  
Stillwater Township  
Sussex Borough  
Vernon Township  
Walpack Township  
Wantage Township



DOAS19AAA003

Sussex County

Local Aid & Legislative Districts

Legislative Districts: 24

Local Aid Districts: District 1, Trenton

Congressional Districts:

DOAS19AAA003  
Sussex County  
AAA Advisory Council

Name	Affiliation	Gender	Ethnicity	Race
	Veteran, Volunteer, Elected Official, Person with Disability, Other Agency, etc.			
Gregory V. Poff II	County Administrator, Ex-Officio	M	Not Hispanic or Latino	White (Alone)-Non-Hispanic
Carol Novrit	Director Depart. of Health & Human Services Ex-Off	F	Not Hispanic or Latino	White (Alone)-Non-Hispanic
Diane Friedberg	Senior Services Staff, Ex-Officio	F	Not Hispanic or Latino	White (Alone)-Non-Hispanic
Lorraine Hentz	Director, Senior Services, Ex-Officio	F	Not Hispanic or Latino	White (Alone)-Non-Hispanic
Joan Bruseo	Director, Social Services, Ex-Officio	F	Not Hispanic or Latino	White (Alone)-Non-Hispanic
Herman Terpstra	Veteran Advocate, Volunteer	M	Not Hispanic or Latino	White (Alone)-Non-Hispanic
Denise Minimi	Volunteer, Community Member	F	Not Hispanic or Latino	White (Alone)-Non-Hispanic
Adele Wines	Retired, Volunteer	F	Not Hispanic or Latino	White (Alone)-Non-Hispanic
Louise Imperiale	Senior Housing Marketing	F	Not Hispanic or Latino	White (Alone)-Non-Hispanic
Susan Shake	Consultant, Volunteer	F	Not Hispanic or Latino	White (Alone)-Non-Hispanic
Maureen Cianci	Nurse, Volunteer	F	Not Hispanic or Latino	White (Alone)-Non-Hispanic
Nancy Hess	Non-Profit Volunteer Manager, Volunteer	F	Not Hispanic or Latino	White (Alone)-Non-Hispanic
Joanne Sorrentino	Attorney, Volunteer	F	Not Hispanic or Latino	White (Alone)-Non-Hispanic
Shirley Baldwin	Retired, Volunteer	F	Not Hispanic or Latino	White (Alone)-Non-Hispanic
Karen Magill	Retired, Volunteer	F	Not Hispanic or Latino	White (Alone)-Non-Hispanic
Louis Avenatti	Retired, Volunteer	M	Not Hispanic or Latino	White (Alone)-Non-Hispanic
Brigitte Heffernan	Counselor, MSW, LCSW, Volunteer	F	Not Hispanic or Latino	White (Alone)-Non-Hispanic
Carol Lafrada	Retired, Volunteer	F	Not Hispanic or Latino	White (Alone)-Non-Hispanic
Joan Shaw	Retired Volunteer	F	Not Hispanic or Latino	White (Alone)-Non-Hispanic
Jeffrey Findlay	Senior Housing Social Worker	M	Not Hispanic or Latino	White (Alone)-Non-Hispanic
Francesca McKernan	Housing Director, Volunteer	F	Not Hispanic or Latino	White (Alone)-Non-Hispanic
George Graham	Elected Official,	M	Not Hispanic or Latino	White (Alone)-Non-Hispanic

DOAS19AAA003  
Sussex County  
AAA Advisory Council

		F	Not Hispanic or Latino	White (Alone)-Non-Hispanic
Sylvia Petillo	Ex-Officio Elected Official, Ex-Officio			

DOAS19AAA003  
Sussex County  
AAA Advisory Council

Name	Age	Select ALL That Apply			
		General Public	Family Caregiver	Service Provider	Represents Business Community
Gregory V. Poff II	Under 60			✓	
Carol Novrit	60 and over			✓	
Diane Friedberg	Under 60			✓	
Lorraine Hentz	Under 60		✓	✓	
Joan Bruseo	Under 60			✓	
Herman Terpstra	60 and over	✓			
Denise Minimi	60 and over	✓	✓		✓
Adele Wines	60 and over	✓			
Louise Imperiale	Under 60	✓			✓
Susan Shake	60 and over	✓			✓
Maureen Cianci	60 and over	✓			
Nancy Hess	60 and over	✓	✓	✓	
Joanne Sorrentino	Under 60	✓			✓
Shirley Baldwin	60 and over	✓			
Karen Magill	60 and over	✓			
Louis Avenatti	60 and over	✓			
Brigitte Heffernan	Under 60	✓			✓
Carol Lafrada	60 and over	✓			
Joan Shaw	60 and over	✓			
Jeffrey Findlay	Under 60	✓			✓
Francesca McKernan	Under 60	✓			✓
George Graham	60 and over	✓			✓
Sylvia Petillo	60 and over	✓			✓



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
Division of Senior Services  
Sussex County Administrative Center  
One Spring Street  
Newton, New Jersey 07860-2069  
(973) 579-0555  
(973) 579-0550 FAX

Lorraine Hentz  
Director

County of Sussex

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## BY-LAWS

### ADVISORY COUNCIL TO THE SUSSEX COUNTY DIVISION OF SENIOR SERVICES/AREA AGENCY ON AGING

#### Article I – Name

The name of the organization shall be the Advisory Council to the Sussex County Division of Senior Services, hereinafter referred to as the "Council." The principal address of the Council shall be One Spring Street, Newton, NJ 07860

#### Article II – Conflict of Interest

Council members are precluded from decision making or undue influence on funding and/or monitoring of programs (which also includes proposal review) in which they are employed, serve as a board member, volunteer or have a financial or legal interest. Members are expected to identify their potential conflicts of interest with issues to be addressed at the meeting. Any member of the Council may challenge a member's voting privilege in matters which are considered to be a conflict of interest. The Chairperson(s) and Director of the Division of Senior Services shall rule on matters of conflict of interest. The Council will adhere to the County of Sussex's Code of Ethics (see attached).

#### Article III – Purpose

The Council, which is required under the Older Americans Act 306(a)(6)(D) shall act in an advisory capacity to the Director of the Sussex County Division of Senior Services, the Department Head for the Sussex County Department of Health and Human Services and the Board of Chosen Freeholders on all matters relating to older adults in Sussex County. The Council shall advocate on behalf of older adults by informing other organizations, public officials and the community at large about available resources to the older adults in Sussex County.

#### Article IV- Responsibilities

The responsibilities of the Council include:

- To advise and assist in the development and implementation of the annual Area Plan;
- To assist and participate in the annual public hearing process; and
- To monitor programs and services that may impact older residents; and

- To provide and disseminate information about resources and services available to older residents, their families and the caregivers relative to the field of aging; and
- To identify unmet needs of older residents, their families and their caregivers, such as health, transportation, education regarding Medicare, recreation, nutrition, employment and housing; and
- To review and comment on all community policies, programs, and actions which affect older persons

## Article V – Membership

**Section 1.a.** Council Members shall be appointed by the Board of Chosen Freeholders of Sussex County, with the advice of the Director of the Division of Senior Services.

- b. The Council shall have no less than eighteen members and at least half of the members shall be 60 years of age or older.
- c. The members shall include the general public, family or unpaid caregivers of individuals 60 years of age or older, representing a variety of community interests, institutions, and agencies, such as health care provider organizations, supportive services providers and veterans. The Council will be representative of low income and minority older persons and shall have a County-wide geographical representation.

**Section 2.** The Director of the Sussex County Division of Senior Services shall be an ex-officio member of the Council.

**Section 3.** Tenure, terms, and resignation of members:

- a. Members shall be appointed for a three-year term and shall be eligible for reappointment. Terms begin January first of each calendar year.
- b. First year members shall be appointed with varying terms so that approximately one-third will be appointed for three-year terms, one-third for two-year terms, and one-third for one-year terms. Thereafter, each member shall be appointed for a three-year term.
- c. Members may be appointed to complete an unexpired term, should a vacancy occur.
- d. Members may resign by giving written notice to the Director of the Sussex County Division of Senior Services.

**Section 4. Special Members**

- a. The Sussex County Board of Chosen Freeholders liaison to the Division of Senior Services shall be an ex-officio member.
- b. Representation of State and Federal Offices, i.e. Senate, Assembly and Congressional, shall be an ex-officio members to the Council.

## Section 5. Voting

- a. Members appointed by the Board of Chosen Freeholders are the only members eligible to vote. Ex-officio members may not vote.
- b. Each member of the Council shall be entitled to one (1) vote on all matters during a regular meeting.
- c. Voting may take place at regular Council meetings by voice vote. Members must be present to vote.

## Article VI –Meetings

Section 1. Regular meetings of the Council shall be held not less than six times during the calendar year, the dates to be determined by the Division of Senior Services and be subject to the approval of the Council at the organizational meeting of the Council.

Section 2. There shall be no more than three months intervening between meetings.

Section 3. Special meetings may be called by the Chairperson, or in his or her absence, by the Vice-Chairperson on written notice to the membership at least seven days prior to the special meeting.

Section 4. Members must attend at least fifty percent (50%) of the regularly scheduled meeting held during a calendar year (January – December).

Section 5. In the event a member must be absent, he/she must notify the appropriate staff from the Division of Senior Services prior to the scheduled meeting.

Section 6. In circumstances whereby a member misses fifty percent (50%) of the scheduled meetings during any one year period, without providing the Council valid reasons for such action, the Council may recommend the termination of membership to the Board of Chosen Freeholders.

Section 7. Anyone missing three consecutive meetings per one year period without sufficient cause shall be considered as resigned from Council membership. A vote shall be taken on the resignation at the next meeting.

Section 8. One - third of the members of the Council shall constitute a quorum. A quorum shall be necessary for the transaction of official business at any Council meeting.

## Article VII – Officers

### Section 1. Titles

The officers of the Council shall be the Chairperson, Vice-Chairperson, and Secretary.

### Section 2. Duties

- a. **Chairperson.** The Chairperson shall preside at all meetings of the Council, preserves the order, rules and ethics of the Council and is eligible to vote on all matters coming before the Council. The Chairperson shall appoint all standing and special committees and the committee chairperson, subject to the approval of the Council.
- b. **Vice Chairperson.** The Vice Chairperson shall assume and perform all of the duties and responsibilities in the event of absence, incapacity, or resignation of the Chairperson. Assists the Chairperson as needed.
- c. **Secretary.** The Director of the Sussex County Division of Senior Services shall appoint a Secretary to the Council. The Secretary shall be responsible for the scheduling of all meetings, and, in consultation with the Chairperson, have the responsibility for preparing all agendas and minutes, which shall also be included with meeting announcements. A pro-tem secretary shall be appointed to act in the absence of the secretary.

### Section 3. Reports.

The Chairperson and Committee Chairperson(s) shall submit a report at each Council meeting.

### Section 4. Term

Elected officers shall serve for a term of one year.

## Article VIII – Council Meetings

### Section 1. Regular Meetings

- a. The regular meeting date of this Council shall be the first Thursday of each month, except holidays and the month of June, which is replaced by the Annual Public Hearing; and shall take place at 9:00 a.m.
- b. Meetings will be held at the Village Café (lower level of Sparta Senior Center), Trapasso Drive, located in Knoll Heights Village in Sparta, NJ 07871.
- c. The Council Secretary shall be responsible for providing written notification at least one week in advance of any meeting.

## Article IX – Committees

Section 1. Standing committees may be established by the Council for areas of general concern. Committees shall be Legislative, Housing, Outreach (includes the disabled and minority population), Transportation and Veterans.

Section 2. Ad hoc committees may be periodically appointed to work on special projects.



**Section 3. Members of the Council shall serve as Chairperson of all standing committees.**

#### **Article X – Duties of Committees**

##### **A.) Legislative**

- **Monitor legislation related to senior issues. Participates in local, regional and state legislative meetings. Reports to the Council and leads action to address issues.**

##### **B.) Housing**

- **Advocates for the housing needs of seniors with a focus on independence and quality of life. Reports to the Council and leads action to address issues.**

##### **C.) Outreach (includes the disabled and minority populations)**

- **Coordinates outreach efforts to inform residents of issues related to senior quality of life and advocacy. Advises the Council of educational programs and seminars that are available for professionals and the public. Reports to the Council and leads action to address issues.**
- **Advocates for access of disabled seniors through identification and reporting of limited access situations and raising access issues during planning and implementation of new spaces. Reports to the Council and leads action to address issues.**
- **Advocates for the outreach to the county's isolated seniors, the minority senior population, baby boomers, veterans, the disabled, and seniors with limited English proficiency to ensure they are informed about, and have access to, programs and services that can support their independence in their homes and communities.**

##### **D.) Transportation**

- **Advocates for the transportation needs of seniors. Liaison serves on the Citizens Advisory Council (CAC) for Transportation Meetings and keeps the Council apprised of transit issues and actions to meet the needs of the senior population. Reports to Council and leads action to address issues.**

##### **E.) Veterans**

- **Advocates and reports on issues that impact veterans. Reports to the Council and leads action to address issues.**

## Article XI – Parliamentary Authority

The generally accepted rules for the conduct of meetings consistent with the necessities of the agenda shall be in effect. In general, the rules contained in Robert's Rules of Order, Revised, shall govern the Council in all cases to which they are applicable and in which they are not inconsistent with these By-laws.

## Article XII – Amendments

These By-laws may be amended by a two-thirds vote of those members present at any regular meeting upon ten (10) days written notice in advance to each member.

Revised by Council 1/2017

First Reading by Council 2/2/2017

Second Reading with a recommendation by Council 3/2/2017

Final reading by Council with recommendation 4/6/17

Approved by BCF 5/24/2017

Advisory Council - Advocacy

Enter Description of AAA Activities Below:

The Sussex County Division of Senior Services and its Advisory Council advocate for seniors age 60+, the disabled and their caregivers, acknowledge service needs and strive to ensure those needs are met by monitoring sub-contracted services for quality, effectiveness and compliance with all requirements. The Advisory Council supports other Division initiatives through active participation in planning and executing numerous special events such as Older Americans Day, Senior Olympics, Senior Day at the NJ State Fair, Senior Healthy Living Festival, and Salute to Military Veterans, Veterans Picnic, Caregiver Programs, Health Promotion initiatives and public forums. Representatives from the Advisory Council and staff from the Division of Senior Services attend Regional Statewide Advisory meetings to advocate for the issues that impact the seniors in not only Sussex County, but statewide.

DOAS19AAA003  
Sussex County  
Advisory Council - Advocacy

Enter Description of Advisory Council Activities Below:

The Sussex County Division of Senior Services advocates for those 60 years of age and older or those who are 21 and older with a disability in Sussex County on an on-going basis by having representation on a variety of committees and attending numerous meetings to convey the needs and issues of seniors and the disabled. Committee memberships include the Human Services Advisory Council (HSAC), Professional Advisory Council for Alcohol and Drug Abuse (PACADA), Citizens Advisory Committee for Transportation (CAC) and United We Ride. Staff also attends the annual Transportation Public Hearing each year and incorporates the needs from the hearing into the planning process. Advisory Board members also attend the Citizens Advisory Committee for Transportation (CAC) and Human Services Advisory Council (HSAC).

\*

Advocacy extends to participation in additional human services groups including the Sussex County Council of Service Agencies (CSA), a networking group of human service providers and related organizations that meets monthly to discuss a variety of issues and to provide information to others.

The Division of Senior Services facilitates a Veterans Committee that plans the numerous annual veterans' events and promotes services to veterans. Health promotion advocacy includes the Division's active membership in the Sussex County United Way Caregiver Coalition, along with the United Way Caregiver Steering Committee, the North Jersey Health Collaborative, Sussex County Municipal Alliance Committee and the Sussex-Warren Regional Chronic Disease Coalition. In addition, the Division actively advocates via its membership in the Division of Aging Services Health Promotion Sub-Committee and statewide Falls Prevention Work-Group. In 2016 the Division of Senior Services collaborated with NORWESCAP RSVP to implement the "Friendship at Heart" Program, which is the first Friendly Visitor and Telephone Reassurance Program in Sussex County. The coordinator who is employed by NORWESCAP is located at the Division office and participates in the special events and programs sponsored by the Division.

Advisory Council - Advocacy

Enter Description of the joint AAA/Advisory Council Activities Below:

The Advisory Council to the Sussex County Division of Senior Services accomplishes its mission through the work of various committees. The Outreach Committee explores venues and methods for increasing awareness of services and programs available to Sussex County seniors with a focus on the isolated, baby-boomers, disabled, veterans, minorities, and limited English speaking populations. Efforts to date include the Spanish translation of a Senior Services flyer, as well as making other Spanish language printed materials available. The Veterans Advocate which has been added to the committee, assists with advocating for veterans and apprising the committee of changes that impacts veterans both young and old. Strong advocacy by local veterans in Sussex County during 2015 and 2016 resulted in the opening of a Veterans Clinic in Sussex County in early 2017. \*

The Housing Committee explores options for affordable housing and advocates for those residing in senior subsidized housing. The Housing Committee also keeps the Advisory Council apprised of pending legislation and funding issues that directly impacts affordable housing in Sussex County.

Transportation Advocacy is an ongoing effort. The Advisory Council has members that serves as liaison between the Sussex County Transportation Citizens Advisory Committee, the United We Ride Committee and the Senior Services Advisory Council ensuring that all groups are kept apprised of senior-related transportation issues and efforts to meet identified needs.

The Legislative Committee continues to work with the Senior Club presidents to empower seniors. They monitor legislation relative to senior issues, particularly in the areas of housing, health care and scams, along with developing a communication chain to keep seniors informed and notified when action such as letter writing, or call in campaigns are warranted. The Committee also advocates on local issues within the County that directly impacts seniors and their well-being. The Advisory Council to the Division of Senior Services supports the Division's many collaborations within the County organization and other community agencies to ensure the most effective and efficient delivery of services for Sussex County citizens age 60+ , their caregivers, and the disabled population.

DOAS19AAA003

Sussex County

Mission Statement and Executive Summary of the AAA

**Include Mission Statement of the AAA:**

To empower older individuals, those 21 and older who are disabled, and/or their caregivers to choose from a coordinated system of services that enable them to live as independently as possible in their homes and in their communities while enjoying a dignified quality of life. \*

Mission Statement and Executive Summary of the AAA**Include Executive Summary of the AAA:**

The Sussex County Division of Senior Services functions as the Area Agency on Aging as mandated by the Older Americans Act, as amended. It is the lead agency to advocate for transportation, housing, legal services and other mandated services along with the coordination of aging services within the county and a resource for all seniors and caregivers of the elderly, regardless of financial status. The Division is responsible for the distribution of federal, state, and county funds to provide services including but not limited to care management, in-home health services, chore services, legal services, congregate nutrition, home delivered meals, caregiver support programs, safe housing/residential maintenance, recreation/socialization for the congregate nutrition sites and transportation. The need for these services is derived from the needs assessments and public hearings that are conducted by the Division of Senior Services. The goal for implementing these programs is to maximize independence so that seniors can continue living within their homes and communities for as long as possible. The funding is designated for targeted populations of persons aged 60 and over, and their caregivers, which include minority, impoverished, frail and vulnerable seniors. All of the programs administered through the Older American's Act do not have income guidelines and a voluntary, suggested donation is requested for all the services that are provided. All programs have an age requirement of 60 or older and some programs have additional requirements.

In 2012, the Sussex County Division of Senior Services became the Aging and Disability Resource Connections (ADRC) for Sussex County residents. Senior Services is now open to individuals who are 21 and older who have a disability. The ADRC will provide consumers with improved access to community programs such as home delivered meals, personal care, housekeeping, specialized transportation, assisted living and nursing home care.

Health promotion is a Senior Services' priority. Under the umbrella "Project Healthy Living," the Division sponsors several evidence-based programs to support active and healthy aging including HealthEASE educational programs; "Take Control of Your Health" is provided as a chronic disease self management program; "A Matter of Balance: Managing Concerns about Falls," a volunteer coach-led program; "Project Healthy Bones," weight bearing exercise for those with or at risk for osteoporosis; and "MOVE Today," resistance band exercise program. Both exercise programs are volunteer-led. Several HealthEASE educational programs, which include "Be Wise About Your Medications," "Serving Up Good Nutrition," and "Keeping Your Mind Sharp;" just to mention a few are provided to numerous groups throughout the year. In 2016, the Division added the Stress Busting Program for Family Caregivers to our

Mission Statement and Executive Summary of the AAA

list of evidence based programs. An annual Healthy Living Festival consists of free health screenings, informational exhibits and life enrichment opportunities for those age 50 plus and their caregivers.

The Division of Senior Services collaborates with other county divisions, community agencies and corporate supporters to provide interesting, educational and rewarding activities for seniors. Older Americans Day in May offers a variety of educational programs, exhibits of products and services of senior interest. Senior Day at the Fair is always a success with entertainment, exhibitors, refreshments and the presentation of the Sussex County Senior of the Year award. Falls Prevention week is celebrated in September by providing an educational program to the community. In 2014, the Division of Senior Services incorporated the Healthy Living Festival with Falls Prevention Week. In 2016, the Division also partnered with Sussex County Community College to provide a variety of educational programs for seniors. Also in 2016 the Division of Senior Services collaborated with NORWESCAP RSVP to implement the "Friendship at Heart" Program, which is the first Friendly Visitor and Telephone Reassurance Program in Sussex County. The coordinator who is employed by NORWESCAP is located at the Division office and participates in the special events and programs sponsored by the Division. Skyland's Ride and the Division of Senior Services collaborates to provide transportation to special events and educational programs sponsored by the Division of Senior Services.

The Division of Senior Services funds a variety of caregiver support initiatives including outreach through community organizations; funding of a Caregiver Support group and providing Caregiver informational sessions with the Alzheimer's Association where participants and caregivers learn about dementia related issues and conditions, along with planning for future eventualities. In addition, the Division is part of the local United Way Caregivers Coalition, which shares information among providers and caregivers. The information and planning will allow individuals to remain independent and in the community as long as possible with a dignified quality of life.

There are many opportunities for senior volunteers to help other seniors. State Health Insurance Assistance Program (SHIP) volunteers assist people with their Medicare billing issues and Medicare Part D options. Through TRIAD, a national initiative that unites seniors, law enforcement, and senior service agencies, volunteers address the safety concerns of seniors. The success of the evidence based health promotion programs is dependent on volunteers who are trained to lead the classes at numerous locations throughout the County.

The Senior Services Advisory Council is instrumental in bringing senior issues to the forefront, reviewing proposals for services, monitoring service providers,



Mission Statement and Executive Summary of the AAA

addressing legislative issues, advocating for low-income senior housing, veterans issues and supporting Division of Senior Services initiatives in numerous capacities. The Division of Senior Services and the Advisory Council has provided several veterans outreach events throughout the last few years, as well as advocated with various veterans committees to help get a Veterans Clinic opened in Sussex County early in 2017.

In 2013, the Division of Senior Services expanded their ADRC function to include education, screening and options counseling for Medicaid services. The Division assists individuals who meet clinical and/or financial guidelines for long term services and supports (MLTSS) in accessing these services and gathering the required information needed for fiscal screening. This is to assist individuals in accessing these services as quickly as possible.

The Division of Senior Services is always working to meet the challenges of seniors and their caregivers in Sussex County. All of the programs offered by and through the Division are open to all eligible individuals including members of the LGBT community, holocaust survivors and those with limited English proficiency. The Area Plan that follows is evidence of the Division of Senior Services' commitment to enhancing and expanding the services available to Sussex County seniors.

DOAS19AAA003  
Sussex County  
Public Hearing

Date/Time (##/##/#### ##:##:## AM/PM)	Location	# Attendees						Survey of Needs			Outreach to Target Population			
		Total #	Public	AAA Staff	Service Providers	Special Guests, i.e. Freeholders	Advisory Council	Agenda	Needs Assessment	Survey	Announcement method(s)	Public Hearing was conducted in these languages	Bilingual Services were Available	Transportation was Available upon request
6/7/2018	Sparta Senior Center 39 Trapasso Drive Sparta, NJ 07871	33	14	2	9	0	8	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Public Notice. Press Release. flyers to various clubs, groups, senior housing and public events	English	No	Yes
		0						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
		0						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
		0						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
		0						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

Upload a Copy of the public newspaper advertisement
Public Hearing #1 Doc 1: <a href="https://njsage.intelligrants.com/_Upload/1865805_1550178-2018NJHeraldPublicHearingNotice.pdf">https://njsage.intelligrants.com/_Upload/1865805_1550178-2018NJHeraldPublicHearingNotice.pdf</a>
Public Hearing #1 Doc 2: <a href="https://njsage.intelligrants.com/_Upload/1865805_1550179-2018StarLedgerPublicHearingNotice.pdf">https://njsage.intelligrants.com/_Upload/1865805_1550179-2018StarLedgerPublicHearingNotice.pdf</a>
Public Hearing #1 Doc 3:
Public Hearing #2 Doc 1:
Public Hearing #2 Doc 2:
Public Hearing #2 Doc 3:
Public Hearing #3 Doc 1:
Public Hearing #3 Doc 2:
Public Hearing #3 Doc 3:
Public Hearing #4 Doc 1:

SUSSEX COUNTY DEPARTMENT OF SENIOR SERVICES  
1 SPRING ST  
NEWTON, NJ 07860

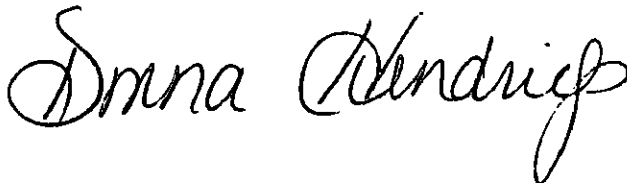
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Insertions: 2 Total: \$50.40  
Affidavit: \$7.50  
Total: \$57.90

**AFFIDAVIT OF PUBLICATION**

NEW JERSEY, SUSSEX COUNTY, ss

Donna Hendricks, of full age being duly sworn, did depose and say that the notice hereto attached was published in THE NEW JERSEY HERALD and/or NEW JERSEY SUNDAY HERALD a newspaper printed and circulated in said county on 05/18/2018 and 05/20/2018.

Sworn and subscribed before me this 21st day of May, 2018



**ANNUAL PUBLIC HEARING ANNOUNCED**

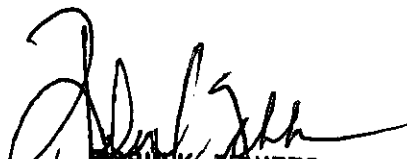
(Newton, NJ) The Sussex County Department of Health and Human Services, Division of Senior Services (Area Agency on Aging), and its Advisory Council will hold their Annual Public Hearing on Thursday, June 7, 2018, from 1:30 p.m. to 3:00 p.m., at the Sparta Senior Center, 39 Trapasso Drive, Sparta, New Jersey. The purpose of the Hearing is to receive comments on the proposed 2019-2021 Area Plan, which generates funding for Sussex County through the Older Americans Act of 1965, as amended. The Public Hearing will summarize the planning and contracting process. In addition, a presentation of currently funded programs will be provided. Several service agencies will be available to provide information and answer questions. Attendees will have an opportunity to voice their opinions on current service needs for the seniors of Sussex County.

A copy of the 2016-2018 Area Plan Contract, including all currently funded services by the Sussex County Area Agency on Aging, can be obtained by visiting the Division of Senior Services website at <http://www.sussex.nj.us/documents/dhs/srvcs/2016/2018-sussex-county-area-plan.pdf>.

If you are interested in testifying at the Public Hearing or would like to submit written testimony, please contact the Sussex County Department of Health and Human Services, Division of Senior Services by June 4, 2018, at 973-579-0535, ext. 1222 or email [seniorservices@sussex.nj.us](mailto:seniorservices@sussex.nj.us).

Individuals requiring transportation to the Public Hearing may contact Sussex County Skylands Ride at 973-579-0488 no later than 11:00 a.m. on June 4, 2018, to make a reservation.

May 18, 20, '18 p#50.40  
0000177551 NJH

  
ROBIN W. FICHTER  
NOTARY PUBLIC OF NEW JERSEY  
I.D. # 50020719  
My Commission Expires 8/11/2020

**Public Meetings**

**Annual Public Hearing Announced (Newton, NJ)** The Sussex County Department of Health and Human Services, Division of Senior Services (Area Agency on Aging), and its Advisory Council will hold their Annual Public Hearing on Thursday, June 7, 2018, from 1:30 p.m. to 3:00 p.m., at the Sparta Senior Center, 39 Trapasso Drive, Sparta, New Jersey. The purpose of the Hearing is to receive comments on the proposed 2019-2021 Area Plan, which generates funding for Sussex County through the Older Americans Act of 1965, as amended. The Public Hearing will summarize the planning and contracting process. In addition, a presentation of currently funded programs will be provided. Several service agencies will be available to provide information and answer questions. Attendees will have an opportunity to voice their opinions on current service needs for the seniors of Sussex County. A copy of the 2016-2018 Area Plan Contract, including all currently funded services by the Sussex County Area Agency on Aging, can be obtained by visiting the Division of Senior Services website at <http://www.sussex.nj.us/documents/dhs/srsvcs/2018/2018-sussex-county-area-plan.pdf>. If you are interested in testifying at the Public Hearing or would like to submit written testimony, please contact the Sussex County Department of Health and Human Services, Division of Senior Services by June 4, 2018, at 973-579-0555, ext. 1222 or email [seniorservices@sussex.nj.us](mailto:seniorservices@sussex.nj.us). Individuals requiring transportation to the Public Hearing may contact Sussex County Skylands Ride at 973-579-0480 no later than 11:00 a.m. on June 4, 2018, to make a reservation. 5/18,21/18 \$158.10

Notices and Announcements - Legal Notice

Published in *The Star Ledger*, Published Online 5/18. Updated 5/21.

Target Population - Targeting Goals

TARGET POPULATION		A	B	C	D	E	F	G (GOAL)	
		Enter census data for 2010				Estimate, based on average historical level of service			
		Actual # County Population 60+	Actual % County Population 60+	Actual # County Population 60+ with income Below Poverty	Actual % County Population 60+ with income Below Poverty	Estimated # County Population 60+ AAA will serve in the current Area Plan Contract Grant Year	Estimated % County Population 60+ AAA will serve in the current Area Plan Contract Grant Year	Estimated % County Population 60+ AAA will serve in the Next Area Plan Contract Grant Year	
<b>ETHNICITY</b>		31580				26993			
Hispanic or Latino		29295 *	93%			26843 *	92%	%	
Non-Hispanic or Latino		2285 *	7%			150 *	7%	%	
<b>RACE OR ETHNICITY</b>		31580				26993			
White (Alone) Non-Hispanic		28022 *	89%			26725 *	95%	%	
White (Alone) - Hispanic		2285 *	7%			150 *	7%	%	
American Indian or Alaskan Native (Alone)		13 *	0%			2 *	15%	%	
Asian (Alone)		589 *	2%			35 *	6%	%	
Black (Alone) or African-American (Alone)		618 *	2%			75 *	12%	%	
Native Hawaiian or Other Pacific Islander		3 *	0%			1 *	33%	%	
Persons: 2 or more races		17 *	0%			5 *	29%	%	
Other Ethnic Group(s):		33 *	0%			0 *	0%	%	
<b>TOTAL COUNTY POPULATION 60+</b>		31580		6316	20%	26993			

DOAS19AAA003

Sussex County

Target Population - Targeting Goals

	FUNCTIONAL ABILITY						2000		
STATE	Frail						900*	15%*	%
	Vulnerable						1100*	15%*	%

Priorities Update and Accomplishments

This section is the AAA's update on the progress made from the current Area Plan Contract grant year.

Each of the OAA/SUA priority types are addressed as instructed.

**Priority Type:**

ADRC

**Priority Description:**

1. The Division promoted service delivery that maximized the consumer's independence and provided options regardless of funding source to enhance home & community based services through effective and appropriate use of the screen for community services. As of August 2018 the Division conducted 196 screens for community services, which was a 6% increase when compared to January 2017 to September 2017. The plan for 2019 is to continue to provide this screening tool to older individuals, disabled persons and their caregiver who reside in Sussex County.
2. The Division developed working relationships with home & community based service agencies such as the Division of Social Services, Managed Care Organizations (Amerigroup, Horizon, & United Healthcare) Catholic Family & Community Services, VNA of Northern NJ, Rescare, Atlantic Homecare and others that serve the elderly and disabled population. The plan for the Division in 2019 is to facilitate four quarterly Partnership Meetings to continue and develop the working relationship.
3. The Division provides the services of Information & Assistance, SHIP & Screens for Community Services to individuals and agencies that serve person with mental illness and developmental disabilities. The information about the services that the Division provides is disseminated to the community at Community/Town Days, Older Americans Day, Senior Day at the Fair, Healthy Living Festival, Caregiver Expo, Senior Services Open House, Veteran's groups, and outreach at senior groups, churches, community agencies/groups, and the DSAC committee. This is expected to continue in 2019.
4. The Division will continue to use SAMS data to evaluate & improve the ADRC service delivery system through monthly report analysis.

**Priority Type:**

Nutrition Services

Priorities Update and Accomplishments**Priority Description:**

1. Maintain an informational flyer which includes all the locations of the three (3) nutrition sites developed by the Division of Senior Services. This flyer is distributed at programs and community events throughout the year.
2. One health-related educational program will be provided at each Nutrition Site annually. The HealthEASE Program "Serving Up Good Nutrition" was not presented at all three (3) Nutrition Sites during the month of March to celebrate National Nutrition Month by the Division of Senior Services due to staff shortages. "Standing Tall Against Falls" was presented in September at all three (3) of the nutrition sites in observance of Falls Prevention Week.
3. Educate the Council of Service agencies, Senior Providers and other Health and Human Service providers regarding the Nutrition Program at least annually, and make informational literature available to these organizations for distribution to clients and caregivers annually. Information on all programs, including the nutrition program is provided at all meetings and events that are attended by Division of Senior Services staff. These meetings include, but are not limited to the Council of Services Agency, Senior Providers, Human Services Advisory Council, PACADA (Professional Advisory Council on Alcohol and Drug Abuse), Sussex County United Way Caregiver Coalition, along with other various meetings throughout Sussex County.
4. Nutrition site calendars will provide evidence of health promotion, social and recreational activities. At least one program per week will be offered at each site. Staff from the Division of Senior Services provides one (1) HealthEASE, or health promotion program at each of the nutrition sites annually. Wii games and various fitness programs have also been implemented at each of the three nutrition sites.
5. Submit media releases to newspapers, radio, TV, and church bulletins in March (National Nutrition Month) of each year. Media releases are submitted to all venues by the Division of Senior Services for events that are held at each nutrition site.
6. Include a flyer about the Nutrition Program with educational materials distributed with Senior Farmers Market Nutrition Program vouchers. Nutritional information and details regarding the nutrition program was distributed to all eligible participants who received Farmers Market's Vouchers. The Farmers Market Vouchers were distributed by Division of Senior Services staff at least three times at each of the three congregate nutrition sites in Sussex County.

**Priority Type:**

Evidence-Based Health Promotion
---------------------------------

**Priority Description:**

1. Three health-related educational programs will be presented at senior clubs annually. Five



DOAS18MFA002

Sussex County

Schedule H - Certification Regarding Lobbying

Priorities Update and Accomplishments

HealthEASE Programs have been completed at senior clubs/meetings, with additional programs for 2018.

2. Annual Older Americans Day will include at least 1 health-related educational program. The Division of Senior Services (DSS) provided an overview that promoted the "Take Control of Your Health" (TCYH) Program to all of the participants at the event. The presentation resulted in a list of people that would like to participate in the "TCYH" Program for the future.

3. The Annual Healthy Living Festival included at least 6 health screenings. Sixteen health screenings are scheduled and 6 educational presentations are scheduled with at least four exhibitors at the event which was held in September.

4. Recruit and train at least 4 new peer leaders for "A Matter of Balance: Managing Concerns About Falls," (MOB) annually. A MOB Coach Training was held in late 2016 and 10 coaches were trained to provide the "MOB" Program.

5. Offer 4 peer-led "MOB courses at locations throughout the County, annually. One MOB class was completed in late 2017 and a class was offered and completed in April 2018.

6. Offer at least 4 offerings of peer-led "TCYH," the evidence based chronic disease self-management course, annually, at various locations throughout the County. One "Cancer Thriving and Surviving" (a form of the TCYH Program) class was offered and completed in early 2018, 2 "TCYH" Class were offered and completed in Hopatcong and Montague. "TCYH" Peer Leader Training will be offered in the Fall.

7. Offer at least 8 sessions of peer-led "Project Healthy Bones," (PHB) annually, at various locations throughout the County. During 2018, 4 PHB have been completed by the DSS and 2 additional classes will be restarted by the end of the year.

8. Implement a falls risk and prevention program by conducting four Balance Screenings by December of each year. Balance screenings were held at the Senior Healthy Living Festival on September 21, 2018.

9. Document increased numbers of clients who have received Outreach and participated in health promotion and disease prevention activities. During the first eight months of 2018, DSS staff has outreached at over 105 events and reached over 2,325 people to promote the services and programs administered/funded by the Division. The number of events attended during the first 8 months of 2018 is an 18% decrease compared to the number of events attended during the first 8 months of 2017. During the first 8 months of 2018, over 555 clients attended, or participated in health promotion or disease prevention activities. The number of participants in these programs represents a 42% decrease when compared to 2017, which can be attributed to fewer MOB and TCYH classes being completed in 2017.

10. Evaluate each new program or service by monitoring the outcomes, client feedback and evaluations to improve and implement additional programming by September of each year. All class evaluations and surveys are summarized and analyzed for each program to incorporate the feedback and suggestions as opportunities for improvement and program enhancement. The feedback provided has been positive and provides beneficial insight for future planning and programs.

Priorities Update and Accomplishments

11. Include solicitation letter and envelope for voluntary, confidential client donations to all evidence-based programs. A solicitation letter and envelope is included in program packets for all health-promotion workshops.

12. Offer 4 MOVE Today programs at various locations in the County. Six MOVE Today programs have been completed for 2018 at this time. Six additional classes are scheduled to begin in the Fall.

13. Diabetic Self-Management (DSM) Classes will be co-facilitated with Healthcare Quality Strategies. Staff from the Division of Senior Services has co-facilitated one DSM class in 2017, Spring of 2018 and another class is planned for September 2018.

**Priority Type:**

Transportation
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**Priority Description:**

1. Transportation system records will provide evidence of increased trips to the nutrition site by December 2018. Overall, the participation at the nutrition sites has increased by 10 percent for the first eight months of 2018 when compared to 2017 (participation has steadily increased for the past 3 years), despite the closing of a congregate nutrition site at the end of 2014. The total round trips requested for trips to the nutrition sites is over 2,745 trips for the first eight months of 2018 which is a 11% increase when compared to 2017. The increase in the number of nutrition site trip requests can be attributed to the dramatic increase in number participants using the congregate nutrition sites and those participants are utilizing public transportation to access the nutrition sites, as well as other services.

2. Increase assisted transportation trips and support to caregivers by providing additional transportation. Over 1,370 trips have been provided to 127 clients during 2017, which in turn provided relief and support to their caregivers, this was over a 50% increase for trips and clients when compared to 2016. During the first six months of 2018 over 575 trips have been provided to 90 clients (which is a 5% increase in clients when compared to 2017) in need of transportation, which provided relief to the caregiver. The increase is attributed to a realignment of the funding being allocated to the assisted transportation program and limited trips now being provided out of the County.

3. Collaborate with Sussex County Skyland's Ride to provide transportation for all events sponsored by the Division of Senior Services. Sussex County Skyland's Ride provides transportation to all programs such as Older American's Day, the Annual Public Hearing, and Senior Day at the Fair, Senior Healthy Living Festival and the Caregiver Events.

Priorities Update and Accomplishments**Priority Type:**

Emergency Preparedness
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**Priority Description:**

1. Provide information and materials regarding emergency preparedness at events and programs, as well as the Division of Senior Services web-site. An "Emergency Preparedness for Seniors" booklet is posted on the Division web-site and Register Ready flyers are distributed with Division of Senior Services information at all events. The Sussex County web-site post regular articles and information on Emergency Preparedness, along with providing links to web-sites that would be beneficial during an emergency. The County's social media outlets also posts related events/issues to the seniors and their caregivers of possible emergency events.
2. Include at least one Emergency Preparedness Education Program at senior events annually. Incorporate exhibits from American Red Cross, County Emergency Management and Department of Environmental and Public Health Services at the Healthy Living Festival. All agencies participated at the Older American's Day held in May. No presentation was provided on Emergency Preparedness at the Senior Day in May, but will be provided at the Senior Healthy Living Festival in September and the Senior Club Presidents meeting. The Office of Emergency Management and Department of Environmental and Public Health Services was also represented at Senior Day at the Fair. The American Red Cross has attended four Veterans related events sponsored by the Division of Senior Services in 2018.
3. The Division of Senior Services did not participate in any participation drills during 2018, but staff will attend an Active Shooter presented by the Sussex Warren COAD in September.
4. The Department Administrator is the Access and Functional Needs liaison for the Sussex County and collaborates with the Division of Senior Services as needed.
5. The Division of Senior Services distributes information at all events and programs for Swift911 and Register Ready, along with maintaining the Division of Senior Services Web-site with emergency information and alerts. Over 400 seniors of various senior clubs were made aware of Swift911 and Register Ready during the Focus Group Presentations from late 2017 into early 2018. Assistance was provided if needed on how to register for the programs.
6. The Division of Senior Services has a current Continuing Operation Plan to utilize in the event of an emergency.
7. Emergency plans for Sussex County and all shelters are maintained by Sussex County OEM and the individual municipalities. Staff from the Division of Senior Services is on-call when emergency situations occur.
8. All contracted providers are required to have emergency plans in place and the requirement is outlined in their respective contracts. Contact is made to clients before, during and after

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Priorities Update and Accomplishments

the emergency situation.

Priorities Update and Accomplishments

This section is the AAA's update on the progress made from the current Area Plan Contract grant year.

Each of the OAA/SUA priority types are addressed as instructed.

**Priority Type:**

Caregiving
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**Priority Description:**

1. Coordinate and host an annual Caregiver Event to increase awareness of resources for home and community based services for seniors and support services for caregivers. The event will take place on October 11, 2018.
2. Include Alzheimer's Association and State Respite Program provider in annual county-wide events. The Alzheimer's Association will participate in the Caregiver Expo. The Division of Senior Services was unable to collaborate with the Alzheimer's Association and Newton Medical Center to provide a caregiver Conference due to a change in staffing at both agencies.
3. Outreach to approximately 200 caregivers at the Care-giver Event. Marketing will take place to attract caregivers to the event that will be held in 2018.
4. Expose caregivers to at least 30 agencies/ service providers at the Caregiver Expo. The event will be held on October 11, 2018.
5. Expand Outreach to Caregivers by making 4 (four) presentations per year to various community and civic organizations such as Rotary/Kiwanis to make them aware of resources available through the Division of Senior Services. Presentations at local community and civic groups are expected to be scheduled during the Fall of 2018. The Division of Senior Services participated in a Community Wide Presentation on the Northern part of the county in the Spring. The staff representative from the Division of Senior Services was the keynote speaker for the event.
6. Update Senior Services Resource Directory annually and post on the County Website. The Resource Directory has been updated and was posted on the County Website in early 2018.
7. Outreach to Caregivers at Community Events such Health Fairs and Town Days at least 4 (four) times annually. Division of Senior Services participated in four town events and nine community events. Additional community events and several town days are expected to be scheduled throughout the Fall. Several hundred informational folders, which contained information on services and programs by the Division of Senior Services, have been distributed at HealthEASE educational programs and various events where a large number of seniors were present. The Division of Senior Services also works with the United Way Caregiver Coalition.
8. Promote a Caregiver Support Group facilitated by the Division of Senior Services. Two Caregiver Support Groups meet on a monthly basis and the participation in the participation in the support meetings has increased at each meeting. The Support Groups are promoted at all

Priorities Update and Accomplishments

events sponsored and attended by the Division of Senior Services. Information on services and programs that are sponsored by the Division of Senior Services is distributed at each monthly meeting. The Support Groups continue to grow each month with increased participation.

9. Implement the Evidence Based Stress Busting for Family Caregivers Program for caregivers caring for dementia patients. One Stress Busting for Family Caregivers Program Peer Leader Training will be scheduled in the Fall of 2018.

**Priority Type:**

Elder Abuse, Neglect and Exploitation

**Priority Description:**

1. Information regarding human services, elder abuse, neglect and exploitation was distributed at over 4 town day events and nine community events with more scheduled for the Fall of 2018, along with the other educational and community programs provided by the Division of Senior Services. With all the events the potential number of clients/residents is well over 2,500.
2. An follow-up to the educational in-service on Elder Abuse that was provided to Area Plan Sub-Grantees in 2017 at the Quarterly Sub-Grantee Meeting by the Sussex County Division of Social Services will take place at the September 2018 meeting with the distribution of brochures for all providers present.
3. On-going relationship and collaboration on cases exists with the Sussex County Division of Social Services and the Division of Senior Services with a clear delineation of roles and responsibilities of duties for cases. Regular meetings and in-services take place to facilitate the process.

**Priority Type:**

\* New Priority Legal

**Priority Description:**

1. Representatives from the Prosecutors Office will attend the monthly Senior Club Presidents meeting and provide updates on current frauds and scams. Facilitate open lines of communication with seniors and the Prosecutors Office to report and investigate possible scams.
2. The Prosecutors Office will provide an educational program at Older American's Day in May on current frauds and scams.

Priorities Update and Accomplishments

3. Distribute brochures from Legal Services in both English and Spanish at the Division of Senior Services office and at all programs and events sponsored by the Division of Senior Services.
4. Provide information about Legal Services and the services that they provide, especially representation for landlord/tenant issues for the 60+ population at all events and programs sponsored by the Division of Senior Services.
5. Have a presentation of services provided by Legal Services at a Quarterly Sub-Grantee meeting during 2019.
6. Collaborate with Legal Services, the Division of Social Services and Supportive Services for Veterans to provide the best service delivery for those facing eviction or homelessness.

Priority Type:

Priority Description:

Priority Type:

Priority Description:



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Assessment of Needs

A. The AAA used the following Methods to identify needs (check all that apply):

- I & R Data
- Client satisfaction surveys
- Client files/records
- Cost/benefit analysis
- AAA staff reports
- Survey of Service Providers
- Monitoring activity reports (directly provided and subcontracted)
- Interviews
- Caregiver Events
- Public forums
- Grievance Reports
- Waiting list information
- Focus groups
- Other, specify:

Needs Assessment was conducted in early 2018, along with information from the Human Services Needs Assessment, the North Jersey Health Collaborative and Focus Groups conducted in late 2017 and early 2018.

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Assessment of Needs

B. The following persons provided input about community needs (check all that apply):

- Older person in poverty
- Minority older person in poverty
- Caregivers
- Older individuals at risk of institutional placement
- Older individuals with limited English proficiency
- Older individuals with severe disabilities
- Older Individuals with Alzheimer's disease and related disorders
- Caregivers of older individuals with Alzheimer's disease and related disorders
- Grandparents raising grandchildren
- Older individuals 60+
- Homebound
- Frail elders
- Service Recipients
- Advisory councils
- Other, specify:

Needs and Objectives of Projects

Assessment of Need(s) - List the need(s) which illustrate the reason for the project. \*

The needs and priorities for Sussex County have been determined through a Need Assessment Survey, focus groups and public hearing which were completed through the Division of Senior Services for the purpose of planning for the Area Plan Grant. The needs assessment surveys were collected from January 4 through May 15, 2018. During late 2017 and early 2018 10 Focus Groups were conducted by the Division of Senior Services at various locations during senior club meetings. The Annual Public Hearing held in June provided information on services and programs administered by the Division of Senior Services, along with generating several general questions regarding services to seniors and where assistance can be obtained.

1.) There is and continues to be a need for affordable housing for individuals 60 and older due to the cost of living, current economic conditions, high property taxes and maintenance issues for older adults on fixed incomes and physical limitations. Information from the 2018 Needs Assessment and the Elder Economic Security Standard Index (2012) determined that it is more difficult for seniors, especially single seniors to own their homes or to live independently in their homes or apartments. Those that are able to live in subsidized housing have more opportunities to live more comfortably. Lack of affordable housing in Sussex County for seniors and all ages further impacts the housing issue in Sussex County.

2.) There is a need for adequate transportation to access health care, food, shopping, social services and other needs of older adults. Transportation is limited due to lack of evening and weekend transportation, along with the vast rural setting of Sussex County, even though limited Saturday Transportation began in December 2012. The physical limitations of the older adults can contribute to the accessibility of acquiring adequate transportation to meet one's basic needs. Assisted transportation services are provided, but are limited due to availability of staff and funding. Information from the 2018 Needs Assessment Survey from Sussex County determined that those that utilize public transportation sometimes have a problem obtaining adequate transportation for medical appointments, especially out of the County and shopping. Often time's transportation is not accessible for those that live in the outer lying areas, especially the border towns of the County, and is limited, thus making it more difficult to access their basic needs. The cost to maintain a vehicle often times limits the senior's ability to have a car or to even use it as necessary, thus creating a greater need for public transportation services. Many seniors are not aware of the transportation options that are available within the County.

3.) There is a need for home maintenance and repairs for homeowners due to the home owners physical inability, lack of skill or knowledge to perform the task, and/or their limited income. Limited funding for these services impacts the number of older adults that can be served and the type of repairs that can be completed by agencies that provide assistance for these types of programs. Information from the 2018 Sussex County Needs Assessment Survey

Needs and Objectives of Projects

determined that seniors have more issues with home maintenance, which included snow shoveling and lawn mowing when compared to cleaning their home. Having the funds to pay for these services, or to find a reliable person to complete the job is another issue that impacts the senior's ability to obtain these services, or to properly maintain their homes.

4.) There is a need for meal preparation and food shopping assistance. There are issues that impact older adults such as limited mobility and lack of adequate transportation. The nutritional needs of older adults who may be at risk due to financial limitations, physical and mental challenges, or limited accessibility due to lack of transportation or illnesses/conditions are not

being met. Information from the 2018 Sussex County Needs Assessment Survey determined that some seniors did need assistance with activities of daily living. Meeting the daily nutritional requirements for seniors was identified as one issue. Most seniors feel that they are somewhat healthy eaters, but are not aware of the required dietary allowance that are recommended for consumption.

5.) There is a need for Socialization and Recreational activities at the Congregate Nutrition Sites and throughout Sussex County. Socialization and recreation is a key component at the Congregate Nutrition Sites and throughout Sussex County. Seniors on fixed and limited incomes often times don't even have enough money for housing/shelter and food, thus leaving little or no money for socialization and recreation activities. The average income for many seniors per the 2012 Elder Economic Index leaves very little funding for socialization activities, increasing the potential for isolation of seniors.

6.) There is a need for health and wellness services. It is a proven fact that living more productive lives will enhance a person's quality of life and the contributions that one can make to

the community. Providing and assisting older adults with education and programs on staying active, healthy and independent in their communities while enjoying a dignified quality of life will enhance one's life. It will also allow them to remain independent in the community for longer periods of time. Information from the 2018 Sussex County Needs Assessment Survey determines that most seniors in Sussex County know where to turn for services and programs within Sussex County, which includes the Division of Senior Services and the health and wellness services that they provide. The Focus Groups also determined that seniors who were discharged from the hospital within the last year were able to obtain the services outlined in their discharge plans and very few seniors had been to the emergency room three or more times in the last year.

7.) There is a need for caregiver support services. Caregivers who provide care for loved ones in their homes and communities are in need of support and assistance which allows the loved one to remain in the community and in their own home for as long as possible. Caregivers should have a coordinated system of resources and services available so that services can be easily accessible, some services would include home health aides, transportation services and medical

Needs and Objectives of Projects

assistance.

Information from the 2018 Sussex County Needs Assessment Survey determined that a small percent of seniors live with a child or other person, which is the primary caregiver for them. Often time's caregivers have been helping loved ones with a variety of assistance for daily living and have been doing so for at least five years or more, not realizing they are caregivers.

8.) There is a need for information and assistance services to educate and help older adult's access entitlement programs such as prescription assistance, energy assistance and tax rebates. Assistance is needed with the completion of tax rebate applications, Medicare/Medicaid billing/questions and making referrals to the appropriate agency for energy assistance and other programs to assist with living expenses. Lack of understanding on how to complete the necessary paperwork and poor vision contributes to the ability for older adults to access and utilize the benefit programs that are available. The need for this service was determined at the Division of Senior Services Annual Public Hearing and at several of the focus groups. Many seniors are concerned with the changes that could impact Medicare and what the future holds.

9.) There is a need to increase public awareness and education about elder abuse, neglect and exploitation. Often time's cases go unreported due to the lack of general understanding and the barriers that surround the response and investigation of the cases.

10.) The general public needs to be more aware of what to do in the event of an emergency, how to prepare for emergencies and what resources are available when an emergency situation occurs. Working closely with agencies that provide emergency response is critical to promoting emergency preparedness to seniors, their caregivers and the general public.

11.) The need to fully implement the Sussex County Division of Senior Services as an Aging and Disability Resource Connection (ADRC), while educating the community and providers on services. The entire process can be confusing and cumbersome for interested parties to understand and navigate.

Needs and Objectives of Projects

Objective(s) of Project - List objectives that are specific, measurable, realistic, and attainable to meet the goals of this application. \*

1. Educate seniors, disabled, baby boomers and their caregivers on the importance of engaging in healthy lifestyle behaviors that support independence and promote self-management through outreach, education and increase capacity to deliver health and wellness programs and services available throughout Sussex County.
2. Implement and expand caregiver support programs in Sussex County for seniors, the disabled and grandparents caring for grandchildren.
3. Maintain and increase awareness for the Sussex County Division of Senior Services as the Aging and Disabilities Resource Connection (ADRC), while educating the community and agencies about the streamlined process.
4. Continue to incorporate the State Health Insurance assistance Program (SHIP) counselors into the ADRC process.
5. Continue the utilization of the Social Assistance Management System (SAMS), ensuring comprehensive services for seniors, disabled and their caregivers, simplified data collection, and accurate reporting of statistics.
6. Maintain the Congregate Nutrition Program with the Division of Senior Services and increase participation at the three nutrition sites.
7. Maintain Socialization and Recreational activities at the Congregate Nutrition sites and other locations for all of the seniors in Sussex County.
8. Maintain participation with the Home Delivered Meal Program based on the current levels of funding.
9. Maintain and increase transportation services, especially to caregivers, despite limited and continual reductions in funding.
10. Educate the public and increase public awareness about elder abuse, neglect and exploitation, while working to reduce the barriers to the prevention and investigation of and response to the cases.
11. Continue to collaborate with local emergency personnel to promote emergency preparedness information to seniors, their caregivers and the community.
12. Provide outreach to caregivers and educational information through the Quarterly Sub-Grantee Meetings, various community events, Senior Club Presidents Meeting and various senior clubs on current frauds and scams.
13. Receive and provide monthly updates from the Sussex County Prosecutors Office at senior club meetings and senior club presidents on current frauds and scams.
14. Maintain and increase awareness of the legal services provided in Sussex County, especially for landlord/tenant issues, homelessness and eviction.

Method(s) and Evaluation of Project

Method(s) - List the method(s) to be used to attain objectives described above and estimated completion date. \*

## Elder Abuse, Neglect and Exploitation

Objectives: Increase the awareness of elder abuse, neglect and exploitation, while looking for warning signs, how to report and removing the barriers of reporting.

1. Provide an educational presentation at Older American's Day in May on adult maltreatment, the presentation will include warning signs and how to report adult maltreatment.
2. Provide printed information and public presentations on adult maltreatment at community events, town days and other events sponsored by the Division of Senior Services throughout the year.
3. Provide an informational session at a mandated Sub-Grantee meeting for all Area Plan Grantees on how to refer and criteria of referral for adult maltreatment.
4. Meet and collaborate with the Sussex County Division of Social Services to implement and develop methods to increase public awareness of adult maltreatment, along with types of cases responded to, service delivery and cross system collaboration. The collaboration will also work to remove the barriers associated with prevention, investigation and response.

## ADRC

Objectives: Maintain and increase the Aging and Disabilities Resource Connection (ADRC) through the Sussex County Division of Senior Services.

1. Hold quarterly meetings with various providers to discuss system issues and apply problem solving strategies to complex cases.
2. Enter data in the SAMS System during, or directly following the client encounter. All data is tracked and is used to assist with the improvement of service delivery.
3. Distribute brochures about MLTSS to various senior club meetings when other presentations are conducted at the meetings.
4. Provide presentations about MLTSS at the annual caregiver expo.
5. Provide education about the services at Older Americans Day and the Sussex County Fair.
6. Provide educational literature about MLTSS to other social & health agencies in the community who provide other services for said population.
7. Screen client/caregiver for services via phone or office visit. During this process MLTSS, information and assistance and Options Counseling are completed.
8. Provide educational counseling on various health, social, & custodial services via phone or office visit.
9. Provide advocacy for frail and/or vulnerable clients.
10. Provides Navigation/Coordination Services to clients who need additional support.
11. Provides outreach and education regarding MLTSS at a variety of community and Division sponsored events.

Method(s) and Evaluation of Project

12. All data is evaluated on a quarterly basis for Quality Assurance.

## Evidence-Based Health Promotion

Objectives: Educate seniors, baby boomers and caregivers on the importance of engaging in healthy lifestyle behaviors that support independence, dignity and promote self-management through outreach, education and an increased capacity to deliver health and wellness programs along with available services throughout the county.

1. Health related educational programs are presented annually at various senior clubs. This is completed by providing information on the types of programs at the monthly senior club presidents meeting, which are conducted by the Division and offers to do presentations to senior clubs at these meetings. The educational programs are promoted and information is provided at all community events and programs by Division staff for potential presentations at various clubs and organizations, along with media releases and social media outlets.

2. A health related educational program will be presented by a health professional at the annual Older American's Day which is sponsored by the Division to increase awareness and to promote the educational programs.

3. A variety of health screenings will be scheduled and offered at the Annual Senior Healthy Living Festival which is held in September. This will be accomplished by recruiting returning health professionals and exploring options for new screening from other new potential health professional via events and programs that are attended throughout the year by Division of Senior Services staff.

4. Offer peer-led A Matter of Balance courses at locations throughout the County. This will be accomplished through community contacts and the promotion of the evidence based programs at the various events and meetings throughout the year by Division of Senior Services staff. Courses will be scheduled by the Wellness Coordinator at accessible locations that can accommodate the volunteer peer leaders and participants.

5. Offer peer-led "Take Control of Your Health," the evidence based chronic disease self-management courses throughout the County. Courses will be scheduled by Division staff at accessible locations that can accommodate the volunteer peer leaders and participants.

6. Falls Prevention Awareness material will be forwarded to nutrition sites and senior housing facilities to increase awareness by the Division. An annual Falls Awareness event will be held in September at the Senior Healthy Living Festival.

7. Offer the peer-led Stress Busting Program for Family Caregivers of People with Dementia at various locations throughout the County. Program will be scheduled at accessible locations that can accommodate the volunteer peer leaders and the participants.

8. Offer peer-led "Diabetic Self-Management," the evidence based chronic disease self-management for those living with diabetes courses throughout the County. Courses will be scheduled by Division staff at accessible locations that can accommodate the volunteer peer leaders and participants.



Method(s) and Evaluation of Project

9. Offer peer-led "Cancer Thriving and Surviving," the evidence based chronic disease self-management for those living with cancer and the effects of treatment courses throughout the County. Courses will be scheduled by Division staff at accessible locations that can accommodate the volunteer peer leaders and participants.
10. Offer peer-led "Walk with Ease," the evidence based self-directed program for those living with pain from arthritis throughout the County. Courses will be scheduled by Division staff at accessible locations that can accommodate the volunteer peer leaders and participants.
11. Program fidelity will be monitored and ensured by staff from the Division of Senior Services that are Master Trainers for all of the various Evidenced Based programs. Achieving the fidelity of the programs will ensure that seniors and their caregivers will learn the skills to become better self-managers of their illnesses and to learn the benefits of a healthier lifestyle.
11. All Evidenced Based programs are promoted through media releases, the Senior Times newsletter, County of Sussex newsletter and various social media outlets.

## Nutrition Services

Objectives: Increase participation and awareness in the Congregate and Home Delivered Meal Programs, while promoting healthy eating.

1. An informational flyer that includes the three nutrition sites has been developed by the Division of Senior Services. Staff will distribute the flyer at all programs, presentations and community events that the Division of Senior Services attends or provides a presentation.
2. Division staff will provide at least one health related educational program to each nutrition site during 2019. The event will be scheduled by staff who will determine a date and topic with each site for the presentation. The presentation could include one of the HealthEASE topics if requested. The various health programs and the enlightening activities that take place at each of the congregate nutrition sites will continue to increase the participation at the sites.
3. Each congregate nutrition site will provide Open Houses to increase awareness and participation at each site, along with high lighting programs and activities provided at the sites.
4. Health and human service providers are educated and informed of the services and programs conducted through the staff from the Division by attendance at numerous meetings and presentations at the various meetings. These meetings include, but are not limited to the Council of Services Agency, HSAC, Professional Advisory Council on Alcohol and Drug Abuse, Sussex County United Way Caregiver Coalition, North Jersey Health Collaborative, as well as other various meeting throughout Sussex County.
5. Media releases are sent to all media outlets by the Division staff for all upcoming events and programs. The sub-grantee for the nutrition program submits media releases for the national "March for Meals" campaign that is held annually in March.

Method(s) and Evaluation of Project

6. Nutritional information and details regarding the nutrition program is distributed to all eligible participants in the voucher packet to those that receive the Farmers Market's Vouchers. The Division of Senior Services will continue to increase the awareness of the Senior Farmers Market Program, Food Stamps and food pantries within the County to reduce food insecurity within Sussex County.

7. A Social Worker is at each site one time per month to provide Information & Assistance services.

## Emergency Preparedness

Objectives: Collaborate with local emergency management personnel to promote emergency preparedness information to seniors, disabled, baby boomers and / or their caregivers. To increase awareness when an emergency situation occurs

1. The Division of Senior Services is part of the Sussex County Office of Emergency Management team and report directly to the AFN coordinator for Sussex County.
2. The Division of Senior Services provides information and materials regarding emergency preparedness at events and programs, as well as the Division of Senior Services web-site. This will be accomplished through a booklet on the Division of Senior Services web-site entitled "Emergency Preparedness for Seniors" and the distribution of Register Ready and Swift 911 flyers at all events and programs. Assistance is provided if needed to assist seniors to enroll in Register Ready or Swift 911.
3. Include Emergency Preparedness Education Program at senior events by incorporating exhibits from American Red Cross, County Emergency Management and the Department of Health and Human Services at the Older American's Day in May, Senior Day at the Fair and the Annual Healthy Living Festival. Informational programs may also be offered if warranted at other Division of Senior Services events if necessary.
4. Include Emergency Preparedness requirements in all sub-grantee contracts and review during the monitoring. Emergency notifications are sent to all providers, agencies, seniors and other distribution lists when a potential weather event or other situation is occurring or about to occur. The notification is also posted on the County of Sussex Website and various social media outlets. All agencies are in contact with clients before, during after an emergency situation to assess needs and provide assistance if necessary. Staff is available throughout the emergency via email, text or phone if needed.
5. The Division of Senior Services has an updated COOP (Continuing Operation Plan) to implement in the need of an emergency.
6. The Division of Senior Services is aware of all emergency shelters, cooling sites, etc and clients are referred to the shelters/centers when necessary, or assistance and transportation is coordinated and provided if necessary.

Caregivers; Grandparents Raising Grandchildren; Older Adults with Alzheimer's Disease and

Method(s) and Evaluation of Project

Related Disorders (ADRD); and, Caretakers of Older Individuals with ADRD

Objectives: Implement and expand caregiver support programs in Sussex County for all caregivers.

1. Coordinate and host an annual Caregiver Event to increase awareness of resources for home and community based services for seniors and support services for caregivers. This will be accomplished by recruiting exhibitors who have services and programs that are beneficial and provide support to all caregivers.
2. Collaborate with Alzheimer's Association and Statewide Respite Program by extending an invitation to events and programs sponsored by the Division of Senior Services. The Division of Senior Services will plan and conduct educational programs with the Alzheimer's Association and the United Way Caregiver Coalition during 2019. The program will include information on dealing with Alzheimer clients, as well as the stress associated with caring for an Alzheimer patient.
3. Marketing and media releases will be completed by the Division to reach approximately 100 caregivers at the Care-giver Event, while providing them with at least 15 informational exhibitors. Exhibitors will be recruited by the Division of Senior Services through the various contacts that they have secured. The marketing will outreach to all types of caregivers.
4. Outreach to all caregivers by making presentation to various employers, civic groups, community town days and community organizations throughout the County. This will be accomplished through community contacts obtained by the Division of Senior Services through meetings, events, presentations and programs that are conducted throughout the year. Outreach will include information on frauds and scams, along with collaboration from the Prosecutors Office and available services to all caregivers.
5. The Senior Services Resource Directory will be reviewed and updated by Division of Senior Services staff and posted on the Division of Senior Services web-site.
6. The Division of Senior Services will continue to provide a Caregiver Support Group on a monthly basis for all caregivers at two locations. The Social Worker-Aging from the Division of Senior Services will facilitate the monthly support groups. Staff from the Division of Senior Services will promote and market the support group at all sponsored events and programs.
7. Collaborate with the caregiver coalition and maintain an active presence on the United Way Caregiver Board.
8. Staff will participate in various educational programs, along with taking continuing educational courses which are required for their positions. In-services and information regarding programs will be provided to agencies and ADRC providers each year. Information at the ins-services will include issues and trend with the opioid epidemic.
9. The Division of Senior Services will collaborate with the Center for Prevention and Counseling on opioid use in the elderly by attending and providing educational programs and referring clients as needed.

Transportation

Method(s) and Evaluation of Project

Objectives: To increase awareness of services and expand transportation services to seniors, disabled, baby boomers and / or their caregivers.

1. Skyland's Ride and the Division of Senior Services will monitor and review the number of nutrition site transportation requests by obtaining trip request reports from Skyland's Ride at least two times a year. The status of the number of requests will be analyzed and reported as to the reason for the increase or decrease in the number of trips.
2. The number of assisted transportation trips to provide support to caregivers will be accomplished by the sub-grantee through marketing material and promotion of the program at various events and meetings. The Division of Senior Services will make referrals as necessary to the sub-grantee.
3. Offer transportation services to seniors needing transportation that attend events and programs sponsored by the Division of Senior Services. This will be accomplished by providing information on all flyers and media releases that are distributed by the Division of Senior Services.
4. Provide information and brochures at all community events, presentations and programs provided by the Division of Senior Services for both transportation programs that are provided in Sussex County for those 60 and older. This will increase awareness of the programs for those 60 and older in need of transportation.
5. Provide information of the Saturday loop bus that is available at designed stops and routes for a limited time on Saturday's.
6. Provide information on the limited towns and municipalities that provide senior transportation in Sussex County for the residents that live in those towns.
7. Continue to explore the possibility of Uber and Lift rides in rural Sussex County, which is limited with the Sussex County Citizens Transportation Council and United We Ride.

## Legal

Objectives: Expand legal service programs and services in Sussex County for those facing homelessness, eviction or defrauding from frauds and scams.

1. The Division of Senior Services refers clients that are about to be homeless, or facing eviction to the Division of Social Services and Legal Services of Northwest Jersey the legal services provider. If the client is a veteran they are referred to the Supportive Services for Veterans Families for housing assistance.
2. Legal Services of Northwest Jersey assist clients that are 60 and older with Landlord/tenant issues up to and including legal representation in court if necessary.
3. The Sussex County Prosecutors Office provides awareness, education and investigation with frauds and scams. Representative from the Prosecutors Office attend the monthly Senior Club Presidents meetings and provide education at Older American's Day in May. They encourage seniors to email or call with any potential scams to increase awareness and to investigate the validity of the scam.

Method(s) and Evaluation of Project

Priority: Community Specific Priorities

Objectives: Advocate and assist seniors, the disabled and their caregivers in Sussex County to meet their needs by providing information and support as needed.

1. Continue and maintain to the Social Assistance Management System (SAMS), ensuring comprehensive services for seniors, disabled and their caregivers, simplified data collection, and accurate reporting of statistics.
2. Maintain transportation services, especially to caregivers, despite limited and continual reductions in funding.
3. Continue to advocate for affordable housing options in Sussex County, not only for seniors, but also for the disabled.
4. Continue to expand services and programs to Veterans by conducting various events and informational programs at Veteran's related events and all Division of Senior Services events.
5. Continue to expand community education and outreach to serve the younger seniors through the collaboration with Sussex County Community College.

Method(s) and Evaluation of Project

Evaluation - Describe how the project is to be self-evaluated. \*

Programs and services that are implemented and provided by the Division of Senior Services will be monitored and evaluated by a number of methods throughout the year:

1. All HealthEASE educational programs provided at senior clubs and through the socialization and recreation at the Congregate Nutrition sites will continue to be evaluated with the pre and post tests specifically for the programs, which are administered at each presentation. The results from the test will determine what each participant learned in the program, along with suggestions to improve the program or for future programming. The return rate for the pre and post test is about 80% for each program that is administered.
2. All events such as Older American's Day, Senior Healthy Living Festival and the Caregiver Event will continue to have evaluations that will be completed by participants and/or exhibitors who will critique the event and provide comments for areas of improvement and suggestions for future events. At the conclusion of each event Senior Services staff will critique the event for additional areas of improvement. Participants also provide their overall satisfaction or dissatisfaction of the program or the topics presented at the programs. The return rate for the evaluations and comments is about 75-80%.
3. All volunteers that participate in Peer Leader trainings will receive an evaluation to be completed at the conclusion of each training to critique the overall training and provide areas of improvement for future trainings. The return rate for the evaluations is about 95%.
4. Each sponsored Evidence-Based health promotion program that is administered by the Division of Senior Services will complete surveys at the final session of the program. The surveys that are received from each program will be reviewed, analyzed and forwarded to the appropriate sponsoring agency to compile the results to ensure the integrity and contribute to the results of the Evidence-Based programs. The return rate for the surveys is about 95%.
5. The Division of Senior Services will continue to complete client satisfaction surveys on 20% of clients that access information & assistance services through the Division of Senior Services. The surveys will be sent on a quarterly basis and the results from these surveys will be analyzed and reviewed for areas of improvement. The response rate for the surveys is about 10% when the surveys are mailed and about 100% if they are completed by phone.
6. Provide on-going review and support to sub-grantees through the annual programmatic and fiscal monitoring, which is completed by the Division of Senior Services. Sub-grantees that have outstanding recommendations will need to provide a corrective action plan to the Division of Senior Services regarding the plan to be taken and the timeframe to correct the issue.
7. Provide technical assistance, as needed to sub-grantees who contract with the Division of Senior Services to provide services in conjunction with the Older American's Act. This is completed through a request by the sub-grantee or at the time of monitoring or at the Quarterly Sub-Grantee meetings conducted by the Division of Senior Services.
8. Subgrantees are required to submit client satisfaction surveys at least once per year to the

Method(s) and Evaluation of Project

Division of Senior Services, as per contract requirements.

9. Continually update the Continuing Operations Plan for the Division to utilize when emergencies occur.

10. Include emergency/weather alerts on the Sussex County Web-site and other social media outlets when the need arises.

11. Provide assistance, support and knowledge to the Office of Emergency Management for Sussex County when emergencies are taking place.

12. Continue to collaborate with ADRC providers, such as the Statewide Respite Program, Alzheimer's Association, etc. on programs, supports groups and other services and receive feedback from evaluations from collaborative events/educational programs.

13. Receive feedback through evaluations from the Stress-Busting for Family Caregivers with Dementia Program and provide referrals to applicable agencies as needed.

14. Continually use data from SAM's to evaluate ADRC Programs and to improve the service delivery system, while enhancing the home and community based services.

15. Receive feedback from seniors and caregivers about current frauds and scams that are occurring. Seniors and caregivers will reach out directly to the Prosecutors Office regarding current frauds and scams.

16. Have representatives from the Prosecutors Office at educational programs and events to provide updated information and to receive feedback regarding current frauds and scams.

17. Monitor the number of potential cases for Elder Abuse, Neglect and Exploitation that have been reported and the referral source.

18. Monitor the number of potential eviction cases and landlord/tenant cases that have been referred to the Division of Social Services and Legal Services of Northwest Jersey.

DOAS19AAA003  
 Sussex County  
Title III B Assurances

1. The Area Agency's Current Area Plan Contract Grant Year TOTAL Title III B Allocation from the current year APC Advanced Planning Document, prior to transfers. (Do not include Administrative Expenditures)

Enter Total \$156,454\*

Column 2.A. = Estimated year end Title III B funds the AAA will spend from the current grant year on the delivery of priority services (Access, In-Home and Legal services)

Column 2.B. = Estimated % of current Area Plan Grant Year Title III B dollars the AAA will spend by the current year end total on the delivery of Priority Services: Access, In-Home and Legal services.

Service Category	2.A. Estimated actual Current Year-End Total Title III B Expenditures	2.B. Estimated % of actual Current Year-End Total Title III B Expenditures
Access	\$56,844 *	36.33% of Total Title III B funds
In-Home	\$15,646 *	10.00% of Total Title III B funds
Legal	\$29,334 *	18.75% of Total Title III B funds
<b>Total:</b>	\$101,824	



Notification of Fund Availability

Multiple-year contracts - did not carry out RFP/Bid process subsequent to submittal of the last contract year's approved APC.

AAA implemented an RFP/BID process subsequent to submittal of the Last Contract Year's approved APC. The completed chart below summarizes AAA's efforts to inform potential service providers that Older Americans Act & other APC funds were available subsequent to submittal of the Last Contract Year's approved APC:

Newspaper (Upload scanned copy of actual ad below)	Dates		# Providers and How RFP Package Obtained		
	Notice Published	Proposal Deadline	Total	Mail	In-Person AAA or County Office
<a href="https://njsage.intelligrants.com/_Upload/1866414_1549855-2019-2021RFPPublicNotice.pdf">https://njsage.intelligrants.com/_Upload/1866414_1549855-2019-2021RFPPublicNotice.pdf</a>	7/17/2018	8/21/2018	9	0	9
			0		
			0		
			0		

Notification of Fund Availability

Newspaper (Upload scanned copy of actual ad below)	Technical Assistance Information Meeting					
	Provider Attendees					
	Date/Time (##/##/#### ##:##:## AM/PM)	Location	Total #	# New Providers	# Minority: If known	# New Minority: If known
<a href="https://njsage.intelligrants.com/_Upload/1866414_1549855-2019-2021RFPPublicNotice.pdf">https://njsage.intelligrants.com/_Upload/1866414_1549855-2019-2021RFPPublicNotice.pdf</a>	7/31/2018	Sussex County Administrative Center One Spring Street Newton, NJ 07860	6	2	0	0

Notification of Fund Availability

<p><b>Newspaper</b>                      (Upload scanned copy of actual ad below)</p>	<p>Proposal Submissions</p>				
	<p>Total #</p>	<p># New Providers</p>	<p># Minority: If known</p>	<p># New Minority: If known</p>	<p># Information Meeting Attendees</p>
<p><a href="https://njsage.intelligrants.com/_Upload/1866414_1549855-2019-2021RFPPublicNotice.pdf">https://njsage.intelligrants.com/_Upload/1866414_1549855-2019-2021RFPPublicNotice.pdf</a></p>	<p>7</p>	<p>1</p>	<p>0</p>	<p>0</p>	<p>6</p>

SUSSEX COUNTY PURCHASING  
ONE SPRING ST 1ST FLOOR  
NEWTON, NJ 07860

Acct Number: 2419  
Ad Number: 0000187522  
Insertions: 1 Total: \$97.80  
Affidavit: \$7.50  
Total: \$105.30

**AFFIDAVIT OF PUBLICATION  
NEW JERSEY, SUSSEX COUNTY, ss**

Donna Hendricks, of full age being duly sworn, did depose and say that the notice hereto attached was published in THE NEW JERSEY HERALD and/or NEW JERSEY SUNDAY HERALD a newspaper printed and circulated in said county on 07/17/2018.

Sworn and subscribed before me this 17th day of July, 2018

*Donna Hendricks*

*Robin K. Fichter*  
ROBIN K. FICHTER  
NOTARY PUBLIC OF NEW JERSEY  
I.D. # 50020719  
My Commission Expires 8/11/2020

**PROPOSALS (BID/RFP/RFQ) WANTED NOTICE**

Notice is hereby given that separate, sealed proposals (bid/rfp/rfq) will be received by the Sussex County Proposal Committee on Tuesday, August 21, 2018 at 11:00 A.M. prevailing time in the Sussex County Administrative Center, First Floor Meeting Room, One Spring Street, Newton, New Jersey 07860 at which time and place proposals (bid/rfp/rfq) will be opened and read in public according to law for

1. RFP - Sussex County Department of Health and Human Services, Division of Senior Services 2019-2021 Area Plan Contract for Title III Services for individuals 60 and older and/or their caregivers, with current and new services providers, including minority providers.

The Department of Health and Human Services, Division of Senior Services will be conducting a Technical Assistance Meeting County on Tuesday, July 31, 2018 at 11:00 A.M. All respondents are strongly encouraged to attend. The meeting will begin promptly in the Board of Chosen Freeholders Meeting Room, Sussex Administrative Center, One Spring Street, Newton, NJ for the purpose of answering questions regarding this proposal.

The Sussex County Department of Health and Human Services, Division of Senior Services announces the development of the Area Plan Contract for 2019-2021 and is accepting proposals for nutrition, community and home support services and access to those services for County residents aged 60+ and for caregivers that may be under sixty years of age.

Services will be funded from and in accordance with rules and regulations implementing Title III of the Older Americans Act of 1965 as amended, and funds from the State of New Jersey Department of Human Services, and the State Safe Housing and Transportation Program funds. Proposals should include service projections and budget for calendar year 2019 only. Grant award agreements are renewable on an annual basis for calendar year 2020 and 2021, and subject to the availability of funds and to the continuing satisfactory performance by the provider of service.

For the 2019-2021 Area Plan, the following services have been established as priorities:

- Access Services: Assisted Transportation
- Home Support Services: Residential Maintenance, Certified Home Health Aids/Housekeeping
- Community Support Services: Legal Assistance
- Nutrition Support Services: Home Delivered Meals, State Weekend Home Delivered Meals, Food Service for Congregate Nutrition, Weekday Home Delivered Meals and Weekend Home Delivered Meals.

Proposals shall be received for services under the Area Plan from funding sources based the latest estimates for 2018 as follows:

Older Americans Act Title III B, C1, C2, and E:	\$ 371,488.00
Safe Housing and Transportation	\$ 12,971.00
State Weekend Home Delivered Meals	\$ 13,000.00
State Home Delivered Meals	\$ 19,486.00
State Match B-D & E	\$ 35,452.00
COLA Funds	\$ 39,773.00

Actual awards are contingent upon receipt of Federal and State funds.

Proposals (bid/rfp/rfq) must be submitted on the standard specification and proposal forms issued by the County. Copies of said form will be distributed from the Purchasing Office, One Spring Street, Newton, NJ 07860. The Purchasing Office will ship said forms to prospective vendors providing a courier service billing account number for shipment.

Each bid (if required) shall be accompanied by a proposal guarantee in the form of a certified check, cashier's check, or bid bond payable to the County Treasurer of Sussex County, for not less than 10% of the amount bid, but not in excess of \$ 20,000.00 this security to be held by the county as a guarantee that in the event a contract is awarded to the bidder, he will enter into a written contract, and in default thereof, said check or bond and the amount represented thereby will be forfeited to the County as liquidated damages.

The bid (if required) must also be accompanied by a certificate of surety from a surety company, duly authorized to do business in the State of New Jersey agreeing to furnish a performance bond if the bidder is awarded the contract.

Proposals (bid/rfp/rfq) and all items required by the specifications must be enclosed in a sealed envelope/box bearing the name and address of the vendor and the proposal title being submitted.

Proposals (bid/rfp/rfq) may be hand delivered to the Sussex County Administrative Center at One Spring Street or mailed to the Sussex County Bid Proposal Committee, Sussex County Administrative Center, One Spring Street, Newton, New Jersey 07860 on or before the hour specified.

Proposers are required to comply with the requirements of P.L. 1975, Chapter 127.(NJAC 17:27); N.J.S.A. 10:5-31 et seq. and P.L. 1977, Chapter 33.

Pursuant to the Open Public Meetings Act, Chapter 231, P.L. 1975, this advertisement shall serve as notice of a public meeting to be held at the time and place stated above.

The County of Sussex reserves the right to reject any and all proposals (bid/rfp/rfq) and to waive any minor irregularities or informalities in the proposals (bid/rfp/rfq) received and to accept the proposal or proposals which in their judgment and as permitted by law will best serve the interest of the County of Sussex.

Notification of Fund Availability

Add specific information about the public buildings and publications announcing availability of funds.

Public Building(s)	Date Notice Posted In Building	Notice Was Translated Into The Following Languages	Notice Was Posted In The Following Public Publication(s)
Sussex County Administrative Center One Spring Street Newton, NJ 07860	7/17/2018	English	New Jersey Herald Star Ledger

**Describe additional efforts to engage new providers, particularly minority agencies. \***

All bid notices are advertised on-line through Sussex County Web-site and in at least two publications. Providers are solicited at all programs and events and if applicable are sent notices that the Bid/RFP is available, when it is released every three years, or sooner if the need warrants. The notice of the Bid/RFP was emailed to over 1,400 email addresses that is contained within the County of Sussex Purchasing Database. Reminders are sent weekly during the bidding process to all email addresses. An email announcement was also sent to the Office on Minority and Multicultural Health to announce the Bid/RFP. Notice is also announced on the County of Sussex Website.

Official AAA contract procedures. Upload current version here.\*

[https://njsage.intelligrants.com/\\_Upload/1866414\\_1549696-2019SussexCountyContractingPolicy.doc](https://njsage.intelligrants.com/_Upload/1866414_1549696-2019SussexCountyContractingPolicy.doc)

AAA's boilerplate/blank contract for next APC grant year. Upload here.\*

[https://njsage.intelligrants.com/\\_Upload/1866414\\_1549697-2019contactboilerplate.doc](https://njsage.intelligrants.com/_Upload/1866414_1549697-2019contactboilerplate.doc)



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
Division of Senior Services  
Sussex County Administrative Center  
One Spring Street  
Newton, New Jersey 07860-2069  
(973) 579-0555  
(973) 579-0550 FAX

Lorraine Hentz  
Director

## County of Sussex

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**PURPOSE:** The purpose of this memorandum is to provide requirements for a free, open, and competitive process for awarding funds included in the Area Plan Contract in conformance with federal and State law. In accordance with the Older Americans Act (OAA), section 306(a), the County Office on Aging, as the federally designated Area Agency on Aging (AAA), has the authority to enter into agreements with service providers in order to implement the Area Plan Contract. Pursuant to 45 CFR 1321.25, the Area Agency on Aging shall not delegate to another agency the authority to award or administer Older Americans Act and related funds. Further, pursuant to 45 CFR 92.36, all procurement transactions must be conducted in a manner providing full and open competition. All funds awarded to or administered by an AAA, whether public or private, including but not limited to OAA, Social Services Block Grants (SSBG), Safe Housing Transportation (SHTP) and Adult Protective Services (APS) funds, must be disbursed in accordance with applicable federal and State regulations, rules and policies. The exception to the competitive contracting requirements is any service or program that is provided by a governmental agency. However, for Area Plan Contract funds, the AAA must substantiate that the governmental agency meets all of the cost and capacity criteria in section B.4.

**BACKGROUND:** This revised policy, developed with the assistance of Local Government Services in the New Jersey Department of Community Affairs, is intended to clarify procedures and set forth guidelines in order to assist AAAs in complying with the Local Public Contracts Law, the OAA and other laws and State regulations and policies.

The AAAs shall abide by these specific administrative and contractual requirements necessary to provide for a free, open and competitive contracting process for awarding funds included in the Area Plan Contract and related funds.

**PLEASE NOTE** that the AAA Executive Director's power and authority to contract may not be circumvented, withdrawn or usurped by anyone, including the County's governing body, even if the power or authority to contract is vested in another similarly positioned employee within the County's government.

Prior to the start of each calendar year, the AAA is required to submit to the State its Area Plan Contract (APC), its comprehensive system for services and programs for older persons and the vehicle through which the State will award funding for service and program implementation. **PLEASE NOTE** that Area Plan Contracts and service providers must be expressly approved by the State prior to service provision.

A. Each AAA shall establish its official written contracting requirements and procedures for awarding Area Plan Contract and related funds. The procedures shall be documented on appropriate letterhead, signed by the AAA Executive Director and dated. The procedures shall include the components set forth in paragraphs B-H below.

**PLEASE NOTE** that some of the procedures require the assistance of the County designated purchasing agent qualified pursuant to subsection b. of section 9 of P.L. 1999, c. 440 (N.J.S.A. 40A:11-9), or the County counsel or the Administrator of the County, hereinafter referred to as the "County designee."

#### B. Planning Process

1. Each year, establish a contracting procedure timeline in order to submit the yearly Area Plan Contract in a timely manner.
2. Early on, identify and prioritize the needs of the older adults in the planning and service area (needs assessments methods shall include public hearings, focus groups, surveys, etc.).
3. Establish service priorities and program objectives based on the identified needs.
4. Define the processes and procedures whereby the AAA Executive Director determines that the service activities needed to meet the needs of older adults would best be provided by another governmental agency and by the AAA and would not require the competitive contracting process. Should the AAA determine that the resources and service activities needed to meet the needs of older adults would best be provided by a governmental agency (county, municipal, housing authority), the AAA will not be required to include those services in the competitive contracting proposal as long as the governmental agency meets all of the following criteria:
  - (a) Successful history of providing the service activity or, due to its unique expertise and access to resources, can quickly implement a new program;
  - (b) Capacity to serve the anticipated number of clients/units;
  - (c) Ability to provide program/fiscal administrative oversight; and
  - (d) Cost of activity is competitive with other not-for-profit organizations that provide similar activities. (The AAA shall document efforts in obtaining cost comparisons, cost analysis, or RFPs. Examples are contacting other counties for their similar service costs, conducting a cost analysis, getting written proposals from service providers.)
5. Determine the resource requirements and the service activities required to address the identified needs.
6. Plan sufficient time to solicit proposals for all service activities to be provided. This includes service activities provided directly by the AAA and by a governmental agency.
7. Plan sufficient time to allow a successful bidder to sign the contract prior to the date on which the contracted service or program is scheduled to begin.

8. Define the processes and procedures for the procurement of service activities on an emergency basis and for the re-solicitation of proposals in response to the emergency.
9. Justify that the AAA satisfies the direct service waiver criteria for AAA Core services. AAA core services (Information & Assistance, Outreach and Care Coordination/Management) have been established as state priority services for all AAAs; therefore direct service waivers are not required.
10. Other services administered directly by the AAA require the AAA to submit to the State a request for a direct service waiver in accordance with DoAS policy.
11. For Adult Protective Services, the AAA shall solicit proposals and award contracts in consultation with DoAS.

C. Public Notification Procedures:

1. In order to initiate the competitive contracting process, the AAA Executive Director shall prepare or have prepared for the Board of Chosen Freeholders a draft resolution authorizing the use of competitive contracting. The AAA Executive Director shall prepare the draft resolution with the assistance of the County designee. If the Board of Chosen Freeholders previously passed a resolution authorizing the competitive contracting process for the same services and programs, then the original resolution of the Board of Chosen Freeholders shall suffice.
2. The procedures for obtaining the competitive contracting package and submitting a proposal shall at a minimum include: (a) how, when and where to obtain the competitive contracting package; (b) a schedule of applicable dates (when contracting materials are available, technical assistance meeting and proposal submission deadline); and (c) contact information.
3. The AAA shall advertise, by official notice, the availability of grant funds for the specific services and programs identified *in* the planning process. The official public notice shall be published in the County's official newspaper, as designated by resolution, at least 20 days prior to the deadline for submission of competitive proposals.
4. In addition to the publication of the official notice, the AAA shall provide the following: written notification to current providers; notification to those agencies that expressed interest in submitting a proposal; and the posting of notices in appropriate public buildings and publications.
5. The public announcements including the official newspaper notice must include a list of the specific services and programs identified through the planning process as described in section B above.
6. Additionally, the AAA shall make specific and purposeful efforts to inform minority contractors of the opportunity to submit a proposal for a grant award.



7. Notice of fund availability posted on web portals or webpages shall be in addition to the official newspaper notice and **SHALL NOT BE IN LIEU OF** the official newspaper notice. As proof of proper official notice, the AAA shall maintain in its records the actual notice from the official newspaper; the affidavit of publication; and copies of notices posted in other publications and/or in public buildings.

**D. Competitive Contracting Proposal Documentation**

1. The competitive contracting proposal documentation must be written in a clear and concise manner, providing a comprehensive picture of the identified needs and service delivery requirements.
2. Equally important, the competitive contracting proposal documentation must provide a structure that (a) assures consistency among proposals (to facilitate the proposal review process) and (b) allows service providers sufficient flexibility to prepare creative proposals.
3. The competitive contracting proposal documentation shall at a minimum include the following sections:

(a) AAA Background Information and Mission

This section identifies the AAA's mission, goals, objectives and priorities for the contract period. It lists general requirements for the competitive contracting proposal as well as the specific requirements for each funding source included in the Area Plan.

(b) Scope of Services

The Scope of Services shall be a concise statement of the envisioned scope of work for which grant funds will be allocated. The scope of services should include: (1) precise definitions of the services identified as priorities; (2) the proposed magnitude and anticipated scheduling of service delivery, including the projected number of units and clients to be served (including targeting goals); (3) the anticipated method by which and Location in which services are to be delivered; (4) minimum personnel qualifications and staffing patterns; (5) the requirement for providers to service target groups and to attempt to serve impoverished minority elderly according to their need for the service; and (6) any other information or requirements that will affect service delivery and/or the AAAs review of the proposal (quality standards, expected outcomes, reporting, monitoring).

### © Methodology for Awarding Contracts

The methodology for the awarding of competitive contracts shall be based on an evaluation and ranking, which shall include technical, management and cost related criteria, and may include a weighting of criteria. The methodology may also include those elements of the Scope of Services that can be considered and developed as technical, management and cost related criteria.

### (d) Length of Contract

Multiyear contracts may be awarded for a period not to extend beyond the Area Plan Contract cycle in which the contract will be awarded provided that the guidelines outlined in Information Memorandum 98-41, III-24, are followed. The guidelines are as follows:

- (1) Open and competitive Requests for Proposals have been published and disseminated in accordance with established State policy;
- (2) The AAA has monitored and evaluated the grantee's performance to ensure that it complies with the contract's scope of services, budget allocations and all federal, State and local assurances, such as targeting, have been met; and
- (3) The contract contains language that stipulates that funding is contingent on availability of funds.

Under the above criteria, DoAS will approve the use of multi-year contracts. However, the AAA must still go through a formal open and competitive Request For Proposal (RFP) before a multi-year contract can be awarded.

### (e) Submission of Certain Documentation with Proposals

All proposals and contracts shall be subject to the submission of a statement of corporate ownership (N.J.S.A. 52:25-24.2), if applicable, or written verification if a for-profit entity or a not-for-profit entity incorporated under Title 15A of the New Jersey Statutes, the provisions of P.L. 1975, c.127 (N.J.S.A. 10:5-31 et seq.) concerning equal employment opportunity and affirmative action and, as appropriate, and pursuant to the statutory requirements of the Local Public Contracts Law, proposal and performance bonds or guarantees. All contracts shall include documentation confirming a nonprofit grantee's current charitable registration (such as a letter from the Attorney General or a copy of the online directory of registered charities) and written policies addressing conflicts of interest and sexual harassment in the workplace.

## E. Competitive Contracting Request for Proposal Distribution and Technical Assistance

1. The AAA Executive Director shall administer the competitive contracting process in concert with the County designee. **PLEASE NOTE** that the competitive contracting process is not required for services or programs provided by a governmental agency or for services established as AAA core services.

2. In concert with the County designee, the AAA Executive Director shall prepare or have prepared the request for proposal documentation which shall include all requirements deemed appropriate and necessary to allow for full and free competition between vendors: information necessary for potential vendors to submit a proposal: and a methodology by which proposals received from vendors will be evaluated and ranked.
3. The request for proposals shall be distributed at least 20 days prior to the deadline for submitting proposals to allow providers ample time to develop a substantive proposal.
4. The request for proposals shall be distributed to all providers currently under contract and to any providers that expressed interest in providing services and programs through the Area Plan Contract.
5. The AAA is encouraged to schedule a technical assistance meeting whereby AAA staff can review the competitive contracting proposal application and process with potential applicants prior to the proposal deadline.
6. Each proposal shall include all the required information. Failure to meet the requirements of the request for proposals may result in the AAA, in concert with the County designee, disqualifying the vendor from further consideration.

F. Proposal Review, Standard for Evaluation of Proposals

1. As appropriate to individual circumstances, the AAA Executive Director, in concert with the County designee, shall select criteria for evaluating the proposals pursuant to N.J.A.C. 5:34-4.1, et seq. These criteria are not intended to be limiting or all-inclusive, and they may be adapted or supplemented in order to meet the AAA's and the County's individual needs as the process dictates.
2. The methodology for awarding contracts shall be based on an evaluation and ranking, which shall include:
  - a. Technical, management and cost related criteria, and appropriate elements of the Scope of Services that can be developed as technical, management and cost related criteria. Such criteria shall be developed and used pursuant to the Local Public Contracts Law and corresponding rules. The methodology may include a weighting of criteria, all developed in a way that is intended to meet the specific needs of older adults, and in such a manner that does not unfairly or illegally discriminate against or exclude otherwise capable vendors.
  - (b) Ability to participate in Unit Cost Allocation with the AAA.

© Past performance of a service provider with the AAA.

3. At no time during the proposal solicitation process shall any representative of the AAA or the County convey information, including price, to any potential vendor which could confer an unfair advantage upon that vendor over any other potential vendor.
  4. Under no circumstances shall the provisions, including price, of a proposal be subject to negotiation by the AAA or the County.
  5. If the AAA desires to amend proposal documentation, the AAA shall provide written notification of all changes to only those potential vendors who received the proposal documentation. Pursuant to N.J.S.A. 40A:11-23(c), notice must be provided to any person who has submitted a proposal or who has received a proposal package, in one of the following ways: i) in writing by certified mail, or ii) by certified facsimile transmission, meaning that the sender's facsimile machine produces a receipt showing date and time of transmission and that the transmission was successful, or iii) by a delivery service that provides certification of delivery to the sender.
  6. The weighting to be accorded to each criterion may be disclosed to the vendors prior to receipt of the proposals in the Request for Proposal documentation.
  7. A formal proposal review process is subject to the following:
    - (a) The proposal shall be reviewed by a panel comprised of both AAA and non-AAA representatives. The role of the review panel is to provide advice to the Executive Director for use in making funding decisions. Representatives may include Advisory Council members, AAA staff (not the Executive Director), representatives from non-applicant social service agencies, a United Way staff member, a member of the Human Services Advisory Council (HSAC), a member of the clergy, or corporate volunteers. The size and composition of the panel shall be determined by the Executive Director.
    - (b) The names of the individuals serving on the review panel shall not be disclosed until the evaluation report is presented to the Board of Chosen Freeholders. Panel members shall be familiar with the programmatic goals and the services described in the Request for Proposals.
- © Panel members may conduct their review separately or together.

- (d) The panel may use such advisors as it deems necessary, except that the advisors shall be subject to the provisions of subsection (f) below. The names of such advisors shall be included in the report submitted to the Board of Chosen Freeholders.
- (e) Meetings of the panel are advisory in nature and are not subject to the Open Public Meetings Act.
- (f) Before reviewing any proposals, each panel member shall evaluate his or her own affiliations and financial interests and those of his or her family in relation to the duties as a panelist to avoid a conflict of interest. Please refer to the applicable code of ethics for further guidance.
- (g) Prior to evaluating the proposals, each individual participating in the evaluation of a proposal shall complete a statement certifying he or she does not have a conflict of interest. This statement shall be filed with the qualified purchasing agent, counsel, or administrator as appropriate at the time the evaluation process begins.

8. For the formal proposal review process:

- (a) Standardized proposal rating sheets based on numeric scoring shall be used.
- (b) Advisory Council shall review and comment on the panel's findings.
- (c) Before the AAA Executive Director makes final funding decisions that may affect elderly individuals at risk (in various programs such as Adult Day Services), the AAA Executive Director shall assure that a plan is in place to ensure that a change in service providers would not result in disruption or termination of services for the elderly recipient.
- (d) Final funding decisions shall be made by the AAA Executive Director pursuant to 45 CFR 1321.25.

9. The AAA Executive Director, in concert with the County designee, shall prepare or have prepared a report evaluating and recommending the award of the contract(s) and shall submit the report to the Board of Chosen Freeholders.

10. The report shall:

- (a) List the names of all vendors who submitted a proposal and summarize the proposals of each vendor.

- (b) Rank vendors in order of evaluation; recommend the selection of a vendor or vendors, as appropriate, for a contract; clearly state the reasons why the vendor or vendors have been selected among others considered; and detail the terms, conditions, scope of services, fees, and other matters to be incorporated into a contract.
  - © Be made available to the public at least 48 hours prior to the awarding of the contract or when made available to the Board of Chosen Freeholders, whichever is sooner.
  - (d) Become part of the public record and shall reflect the final action of the Board of Chosen Freeholders.
11. The Clerk to the Board of Chosen Freeholders shall publish or have published a notice in the County's official newspaper summarizing the award of a contract, which shall include but not be limited to the nature, duration and amount of the contract; the name of the vendor; and a statement that the resolution and contract are on file and available for public inspection in the office of the Clerk of the Board of Chosen Freeholders.
12. To enter into contracts with profit-making organizations, the AAA must adhere to the DoAS Waiver Policy (91-9, III 3-4) and Section 212 of the Older Americans Act, which states that none of the provisions of the OAA shall be construed to prevent a recipient of a grant or a contract from entering into an agreement, subject to the approval of the State agency, with a profit-making organization to carry out the provisions of the OAA and the appropriate State plan. The exception to Section 212 is Section 306 (a) (8) (C) of the OAA, which states that case management services provided under the OAA through the AAA will be provided by a public agency or a non-profit private agency.


#### G. Awarding of Contracts

1. All contract awards shall be subject to rules concerning certification of availability of funds adopted pursuant to section 3 of P.L. 1971, c. 198(C.40A: 11-3) and section 15 of P.L. 1971, c.198 (C.40A: 11-15).
2. In order to award funds to successful vendors, the AAA Executive Director, in concert with the County designee, shall prepare or have prepared for the Board of Chosen Freeholders a resolution to accept any and all funds that may be awarded for the purpose stated within 60 days of the receipt of the proposals. With the consent of the vendor and prior to the end of the 60 day period, the AAA Executive Director may request that a proposal be held for consideration for such longer period as may be agreed upon.

#### H. Record Retention

As proof of adherence to procedures, the AAA shall maintain in its office notices and supporting documents specified in sections A-G above, including but not limited to original newspaper notices, signed and dated conflict of interest forms, individual and group evaluation reports, advisory council review and comments, and final funding award recommendation(s). These records and documents shall be available for DoAS review and audit to ensure compliance.

If you have any questions regarding this policy, please contact AAA Administration Unit, Tina Zsenak at (609) 588-6788.

  
Nancy E. Day, Director  
Division of Aging Services

## Definitions

"Applicant" means a vendor, person or entity making application to an Area Agency on Aging to provide services and goods incidental to the provision of those services under the Area Plan Contract.

"Area Agency on Aging (AAA)" means the federally designated agency as identified by the State Division of Aging Services in a planning and service area, to develop and administer a comprehensive and coordinated system of services for older persons with the authority to award and administer Older Americans Act and other related funds.

"Area Plan Contract" means the formal agreement submitted by an Area Agency on Aging and approved by the Department of Human Services, which enables the AAA to administer activities under Title III and State and related funds.

"Contracting Unit" means the County Office on Aging as the Federally designated Area Agency on Aging.

"Commissioner" means the Commissioner of the New Jersey Department of Human Services. "Days" means calendar days, unless specified otherwise.

"Official Newspaper" means any newspaper designated by the contracting unit pursuant to R.S.35:1-1 et seq.

"State Division" means the Division of Aging Services within the Department of Human Services of the State of New Jersey.

"Title III" means Title III of the Older Americans Act of 1965, as amended and implementing Federal regulations and directives.

"Minority Contractor" means a not for profit organization whose controlling board is comprised of at least 50% minority individuals, or a business concern that is at least 51 percent owned by one or more individuals who are either an African American, Hispanic origin, American Indian/Native Alaskan/Native Hawaiian, Asian American/Pacific Islander minority, or a publicly owned business having at least 51 percent of its stock owned by one or more minority individuals and having its management and daily business controlled by one or more minority individuals.



**COUNTY OF SUSSEX  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF SENIOR SERVICES**

**THE 2019-2021 AREA PLAN**

In accordance with priorities established for the 2019-2021 Area Plan by the Sussex County Department of Health and Human Services, Division of Senior Services, the following service priorities for Title III funding have been established by the Division:

Access Services, including information and referral, transportation, outreach and assisted transportation; in-home services, including certified home health aide; legal services, nutrition services, including congregate and home-delivered meals; and residential maintenance.

**AREA PLAN REQUEST FOR PROPOSAL PROCEDURES**

All applications must be submitted on the approved application, forms available from the Sussex County Office of Purchasing, by the date specified in the application packet. Requests for further information, application forms, guidelines, consultation and technical assistance should be addressed to:

*Sussex County Department of Health and Human Services,  
Division of Senior Services  
One Spring Street, 2<sup>nd</sup> Floor  
Newton, NJ 07860*

**PROJECT SELECTION**

The Sussex County Department of Health and Human Services, Division of Senior Services has developed a procedure for proposal review which ensures that each proposal is carefully considered on a number of relevant dimensions before a final decision is made. Among these are the appropriateness of the proposed project relative to the objectives and priorities of the Area Agency on Aging; the appropriateness and capacity of the applicant agency to ensure affective implementation of the proposed project; and the appropriateness of the budget, personnel and methodology presented in the application.

Upon receipt of the bid/proposal each proposal is reviewed by the Director of Purchasing for the submission of necessary documents such as proper insurance and other regulatory documents. All proposals are then transferred to the Division of Senior Services, where each application is reviewed by Division of Senior Services Staff for completeness of the application and accuracy. Proposals are then distributed to a Review Committee which is comprised of various community members, such as clergy, United Way officials, members from the Senior Services Advisory Board and others. Members of the Review Committee sign a "Conflict of Interest" Agreement, which is retained on file. The members of the Review Committee review and score each proposal and then meet with Division of Senior Services Staff to discuss and make a recommendation on the funding of the proposals to the Sussex County Division of Senior Services Advisory Board. The recommendations are then reviewed and voted upon by the Advisory Board. The approved recommendations are then sent to the Department of Human Services Administrator and the Board of Chosen Freeholders for approval.

Submission of a proposal does not guarantee funding. The ultimate decision obviously must be based on the actual proposal and approvals by the Review Committees and Sussex County Board of Chosen Freeholders. All proposals are subject to available funding.

**RESOLUTION RE: AWARD OF CONTRACT BASED ON PROPOSALS  
RECEIVED THROUGH THE COMPETITIVE  
CONTRACTING PROCESS FOR THE PROVISION OF  
\_\_\_\_\_ WITH \_\_\_\_\_ FOR THE  
PERIOD OF JANUARY 1, 2019 – DECEMBER 31, 2019 IN  
THE AMOUNT OF \$XXXXXXX**

**WHEREAS**, the request for proposals for the Sussex County Division of Senior Services was advertised for the provision of goods and services on July 17, 2018 and publicly received by the Sussex County Bid Proposal Committee on August 21, 2018 pursuant to N.J.S.A. 40A:11-4 et. seq.; and

**WHEREAS**, the Sussex County 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 2019, 2020 and 2021; 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 Contract with XXXXXXXXXXXXXXXX for the provision of XXXXXXXXXXXX; and

**BE IT FURTHER RESOLVED** that said Contract shall provide up to \$ XXXXX funds, to be supplemented by \$XXXXXXX other income for the period of January 1, 2019 through December 31, 2019 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 certified copies of this Resolution, together with copies of the Contract, be forwarded to XXXXXXXXXXXXX; and copies to XXXXXX, Division of Finance; the Sussex County Department of Health and Human Services; and Sussex County Division of Senior Services.

Certified as a true copy of the  
Resolution adopted by the Board  
of Chosen Freeholders on the  
XX<sup>th</sup> day of December, 2018.

---

Teresa Lyons, Clerk  
Board of Chosen Freeholders  
County of Sussex, New Jersey

**CERTIFICATION RE: BUDGET APPROPRIATION FOR AWARDING OF CONTRACT**

I, Elke Yetter, 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:

2019 Reserve for Grant Funds		
Title IIIB	(01-213-40-670-19-435)	\$XXXXXX
COLA Funds	(01-213-41-810-19-435)	\$ XXXXXX

for awarding of a contract for:

XXXXXXXXXX for the provision of XXXXXXXX for the period January 1, 2019 through December 31, 2019. Total Title IIIB Funds not to exceed \$XXXXXX, \$XXXXXX COLA funds.

to: XXXXXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX

---

Elke Yetter, Treasurer

Dated:  
Requisition # XXXXXXXX

COUNTY OF SUSSEX  
DIVISION OF  
SENIOR SERVICES  
AGREEMENT

Area Plan Grant Agreement Number 19- - Date January 1, 2019

Appropriation Code: 01-213-40-670-19-435 Title III B  
01-213-41-810-19-435 Cola Funds

Project: XXXXXXXXXXXXX

Grantee: XXXXXXXXXXXXXXXXX

## 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:               XXXXXXXXXXXXXXXXXXXX  
                          XXXXXXXXXXXXXXXXXXXX  
                          XXXXXXXXXXXXXXXXXXXX

Legislative Act:     Older American Act of 1965, as Amended

Authorized Appropriation:

Account Title:    Title IIIB  
Account Code:    01-213-40-670-19-435

Account Title:    COLA Funds  
Account Code:    01-213-41-810-19-435

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 XXXXXXXXXXXX, XXXXXXXX, XXXXXXXX, XXXXX, hereinafter referred to as the "Grantee".

WITNESSETH THAT:

1. Term of Agreement. This Agreement shall be effective as of the 1st day of January, 2019 and shall terminate no later than the 31st day of December, 2019.
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 \$XX,XXX.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 Health and 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 Health and 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 Health and 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 Health and 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 Health and 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 #19 -00.

\_\_\_\_\_  
XXXXXXXXXXXXX.  
Executive Director

Date

ATTEST:

Board of Chosen Freeholders  
of the County of Sussex

\_\_\_\_\_  
Teresa Lyons, Clerk

\_\_\_\_\_  
XXXXXXX  
Freeholder Director

Date

Contract with XXXXXXXXXXXXXXXX for the provision of XXXXXXXXX for the period of January 1, 2019 to December 31, 2019 in the amount of \$XX,XXX.XX.

COUNTY OF SUSSEX  
DIVISION OF  
SENIOR SERVICES  
ATTACHMENT A TO AGREEMENT

GRANTEE: XXXXXXXXXXXXXXXX

GRANTEE ADDRESS: XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX

PROJECT TITLE: XXXXXXXXXXXXXXXX

**POPULATION TO BE SERVED:**

**SERVICE AREA:**

Shall be the County of Sussex

**OPERATIONAL OBJECTIVES:**

(From Provider RFP)

**GOALS AND OBJECTIVES:**

(From Provider RFP)

**DESCRIPTION OF ACTIVITIES TO TAKE PLACE IN CARRYING OUT OBJECTIVE(S):**

(From Provider RFP, also includes service taxonomy). Provider will also target and outreach to older individuals with the greatest economic and social need (with particular attention to low-income minority individuals, especially those in minority areas); older individuals with severe disabilities; older individuals with limited English proficiency; along with older individuals with Alzheimer's disease and related neurological and organic brain dysfunction (and the caretakers of such individuals); and older individuals at risk for institutional placement.

**ESTIMATED PROGRAM OUTPUT:**

100% of units of service to be delivered as stipulated in the Area Plan:

Units XXXX One unit of service equals XXXXX

Unduplicated number of older persons to be served directly:

Monthly XX 12 Months XX

Unduplicated number of minority older persons to be served directly:

Monthly XX 12 Months XX

Unduplicated number of low income older persons to be served directly:

Monthly XX 12 Months XX

Unduplicated number of frail, older persons to be served directly:

Monthly XX 12 Months XX

Unduplicated number of vulnerable persons to be served directly:

Monthly XX 12 Months XX

**TIMETABLE** - January 1, 2019 - December 31, 2019

**PROJECT PERSONNEL:**

(From Provider RFP)



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: XXXXXXXXXXXXX

---

2. Type of Application:  
New  Continuation  Revision  Supplement

---

3. Project Director (Name, Title, Department and Address, including Zip Code)  
XXXXXXXXXXXXX., Executive Director  
XXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX

---

4. Applicant Agency (Name and Address, including Zip Code)

XXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXX

---

5. Name, Title, Address of Official Authorized to Sign for Applicant Agency:

XXXXXXXXXXXXX., Executive Director  
XXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX

---

6.	Dates of:	From	Through	Amount
	A. Project Period	1-1-19	12-31-19	
	B. Budget Year	1-1-19	12-31-19	\$XXXXXX

---

7. Type of Organization:  
Public Agency  
Private Non-Profit Agency

8. Payee (Specify to Whom Checks should be sent - Name, Title, Address)

XXXXXXXXXXXX, Executive Director  
XXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX

---

9. For County Use Only:

A.	Total Project Costs	\$	XXXXXXXX
B.	Project Income		XXXXXX
	Other Income		XXXXXXXX
	Volunteer Services		XXXXXX

---

C. Project Net Costs (Line A Less Line B) XXXXXXXX

D. Local Non-Federal Participation 0

---

E. Funds Requested (Line C Less Line D) 100% XXXXXXXX

PROJECT BUDGET

<b>Categories</b>	<b>Cash</b>	<b>In-Kind</b>	<b>Total</b>
Other Costs XXXXunits @ XXXX per unit			
<b>Total Other Costs</b>	<b>XXXXXXX</b>	<b>XXXXXX</b>	<b>XXXXXXX</b>
<b>Total Costs</b>	<b>XXXXXXX</b>	<b>XXXXXX</b>	<b>XXXXXXX</b>

<b>Total Budget</b>	<u>XXXXXXX</u>
<b>Total Projected Units of Service</b>	<u>XXX</u>
<b>Cost of Unit (Budget divided by Units of Service)</b>	<u>XXXXX</u>

SUPPORTING BUDGET SCHEDULE

LOCAL NON-FEDERAL PARTICIPATION		
SOURCE		AMOUNT
Cash Resources		
Title III COLA		XXXXXXX XXXXXX
	Subtotal	\$XXXXXXX
In-Kind Resources		
		\$ XXXXX
	Subtotal	\$ XXXXXX
Estimated Income (Include Services)		
	State Sub-grant	\$XXXXXXX
	Client Contributions	\$ XXXXX
	Subtotal	\$XXXXXXX
	<b>Total</b>	<b>\$ XXXXXXX</b>

**COUNTY OF SUSSEX  
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

This CONTRACT is effective as of the date recorded on the signature page between the County of Sussex and XXXXXXXXXXXXXXX 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)

\_\_\_\_\_  
TITLE: Freeholder Director

\_\_\_\_\_  
TITLE: Director

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

PROVIDER AGENCY:  
XXXXXXXXXXXX

ATTEST BY: \_\_\_\_\_  
Teresa Lyons,  
Clerk of the Board

Dated: \_\_\_\_\_

CONTRACT EFFECTIVE DATE: 1/1/19  
CONTRACT EXPIRATION DATE: 12/31/19  
CONTRACT NUMBER: N/A  
CONTRACT AMOUNT: \$XXXXXXXX

DEPARTMENTAL COMPONENT: 2019 Area Plan Contract in the amount of \$XX,XXX.00 for the provision of XXXXXXXXXXXX

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

**COUNTY OF SUSSEX  
DIVISION OF  
SENIOR SERVICES  
ATTACHMENT D TO AGREEMENT  
HIPPA AGREEMENT**

**Confidential Information**

HIPAA - for the purposes of this Contract, confidential information shall also include Protected Health Information (PHI) (as that term is defined by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and any regulations promulgated there under. Provider agrees to comply with, and represents and warrants that all services that it provides to the County complies with all applicable federal and state laws and regulations regarding the confidentiality and security of PHI, including but not limited to HIPAA. In recognition that in performance of some of its duties under this Contract, Provider may be acting as a "Business Associate" (as defined by HIPAA) of the County, Provider agrees that:

- a. Provider will only access County Confidential Information that is directly related to the performance of its duties under this Contract;
- b. Provider will not use or further disclose PHI other than as permitted or required by the performance of this Contract.
- c. Provider shall not use or further disclose PHI in a manner that would violate the requirements of applicable law;
- d. Provider shall use appropriate safeguards to prevent the use or disclosure of PHI other than as required to satisfy its obligations under this Contract.
- e. Provider shall report to the County any use or disclosure of PHI not required to satisfy its obligations under this Contract of which Provider becomes aware;
- f. Provider shall make available to an individual that individual's PHI in accordance with applicable provisions of HIPAA and any other applicable federal or state law;
- g. Provider shall make available to the County the PHI necessary to provide an accounting to the individual to whom the PHI relates of disclosures in accordance with HIPAA and any other applicable federal or state law;
- h. Provider shall make its internal practices, books and records relating to the use and disclosure of PHI, received from or created or received by Provider on behalf of the County, available to the Secretary of the United States Department of Health and Human Services "HHS" for the purposes of determining either parties' compliance with HIPAA. Provider agrees to immediately notify the County upon receipt of any such request, and shall provide the County with

copies of any materials provided by HHS.

i. Upon termination of this Contract by either party for any reason whatsoever, Provider shall return or destroy all PHI received from or created or received by Provider on behalf of the County that is still maintained in any form and retain no copies of such PHI or, if such return or destruction is not feasible, extend the protection of this Contract to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.

**PURPOSE:** As a condition of receiving funds for Area Plan Contracts (APC), Area Agencies on Aging (AAA) are responsible for reviewing and complying with the provisions of the Older Americans Act (OAA) of 1965, as amended, and 45 C.F.R. Part 1321, which implements the OAA. Pursuant to 45 C.F.R. § 1321.51, the AAA must implement such regulations, standards, and procedures as are necessary to meet the requirements on safeguarding confidential information under relevant program regulations. Further, every AAA shall require all providers to maintain confidentiality by including in each contract, inter-agency agreement, and intra-agency agreement a provision requiring all individuals having access to SAMS, including those working for or with a sub-grantee or third party, execute a confidentiality agreement promulgated by DoAS.

**POLICY:** Every AAA shall make every effort to maintain the privacy of personal and confidential information that may be provided by Participants in the course of accessing services and supports. The AAA shall not disclose Participants' personal and confidential information except where disclosure is consistent with applicable laws and DoAS requirements and policies and the disclosure is made to the Participant; to the Participant's legal representative; to a party upon the informed written consent of the Participant or the Participant's legal representative; to a party pursuant to a court order; or if disclosure is made for program monitoring by authorized federal, State or local monitoring agencies.

The AAA shall require all current and future users of SAMS, including providers (sub-grantees, third parties, or individuals working for or with a sub-grantee or third parties), to sign the SAMS Confidentiality Agreement promulgated by DoAS. All current users must sign the SAMS Confidentiality Agreement as soon as possible but no later than January 1, 2019. Each future user of SAMS shall sign the SAMS Confidentiality Agreement before the AAA requests access to SAMS for that user. Confidentiality agreements shall be retained by the AAA. DoAS shall have the right to review such records to ensure compliance.

The AAA shall not request from DoAS, access to SAMS for any provider, or employee or agent thereof, unless the AAA first views the confidentiality agreement signed by such provider, or employee or agent thereof. The AAA shall review SAMS user IDs to insure that all user IDs belong to users who require access to SAMS to conduct business for Area Plan Contract purposes. Immediately upon receiving information that a SAMS user no longer requires access to SAMS to

conduct business for Area Plan Contract purposes, the AAA shall notify DoAS the SAMS user ID must be deactivated.

AAAs shall require that every individual, sub-grantee, or third party having access to SAMS complies with the confidentiality standards requirements and policies. The AAA shall review the confidentiality agreements signed by SAMS users as part of its monitoring/auditing process. The AAA shall be responsible for the integrity and accuracy of SAMS user IDs for any provider, or employee or agent thereof.

The AAA shall require providers to maintain signed confidentiality agreements for SAMS users for the length of the contract and to make these signed documents available for review by the AAA upon request. Client records shall be retained by the service provider agency for a period of three years from the close of the case.

**Interpretation of Confidentiality Statement Requirements:** The Area Plan Contract Confidentiality Statement Requirements shall be interpreted as broadly as necessary to implement and comply with applicable confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations promulgated thereunder by the U.S. Department of Health and Human Services, and the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009, and applicable federal and State law. The parties agree that any ambiguity in the Area Plan Contract Confidentiality Statement Requirements shall be resolved in favor of a meaning that complies and is consistent with such laws.



DOAS19AAA003  
Sussex County  
NAPIS Requirements

Profile of Community Focal Points and Seniors Centers

Question		Current Area Plan Contract grant year	Next Area Plan Contract grant year
		IF Current Area Plan Contract grant year COLUMN DIFFERS FROM Next Area Plan Contract grant year COLUMN, EXPLAIN BELOW***	
1.	Total number of <b>Focal Points</b> designated under OAA § 306 (a) (3) (A) (42 U.S.C.A. § 3026 (a) (3) (A)) in operation in the past year.	9 *	9 *
2.	Of the total number of <b>Focal Points</b> in number 1 above, provide the number that were senior centers.	4 *	4 *
3.	Total number of <b>Senior Centers</b> currently operating in your county.	6 *	6 *
4.	Total number of <b>Senior Centers</b> in number 3 above receiving funds pursuant to the Older Americans Act of 1965, as amended (42 U.S.C.A. §§ 3001 et seq., as amended).	3 *	3 *

1. **Difference between Current Area Plan Contract grant year compared with Next Area Plan Contract grant year:**

Andover Senior Center closed due to structural issues with the building.

2. **Difference between Current Area Plan Contract grant year compared with Next Area Plan Contract grant year:**

None

3. **Difference between Current Area Plan Contract grant year compared with Next Area Plan Contract grant year:**

Andover Senior Center closed due to structural issues with the building.

DOAS19AAA003

Sussex County

NAPIS Requirements

4. Difference between Current Area Plan Contract grant year compared with Next Area Plan Contract grant year:

None

NAPIS Requirements - Staffing Profile

AAA Personnel Categories	# Of FTEs	# Of Minority FTEs	# Of FTEs Paid with OAA Funds
Agency Executive/Management Staff	1.00 *	0.00 *	0.00 *
Other Paid Professional Staff by Functional Responsibility (See definitions below)			
A. Planning	1.00 *	0.00 *	1.00 *
B. Development	0.50 *	0.00 *	0.50 *
C. Administration	1.00 *	0.00 *	0.00 *
D. Service Delivery	0.50 *	0.00 *	0.00 *
E. Access/Care Coordination	2.00 *	0.00 *	0.50 *
F. Other	0.00 *	0.00 *	0.00 *
Clerical/Support Staff	1.50 *	0.00 *	0.00 *
Volunteers	99.00 *	0.00 *	0.00 *
<b>Total AAA Staff</b>	<b>106.50</b>	<b>0.00</b>	<b>2.00</b>

\*FUNCTIONAL RESPONSIBILITIES: (CORRESPONDS TO ORGANIZATIONAL CHART)

- (A) **Planning -** Includes Needs Assessment, Plan Development, Budgeting/Resource Analysis, Service Inventories, Standards Development And Policy Analysis.
- (B) **Development -** Includes Public Education, Resource Development, Training And Education, Research And Development, And Legislative Activities.
- (C) **Administration -** Includes Bidding, Contract Negotiation, Reporting, Reimbursement, Accounting, Auditing, Monitoring And Quality Assurance.
- (D) **Service Delivery -** Includes Those Activities Associated With The Direct Provision Of A Service, Which Meets The Needs Of An Individual Older Person And/Or Caregiver.
- (E) **Access/Care Coordination -** Includes Outreach, Screening, Assessment, Care Management, And I & R.

DOAS19AAA003

Sussex County

NAPIS Requirements - Staffing Profile

FTE= Full time equivalent

DOAS19AAA003

Sussex County

Integrated Program Summary: 019

[ ] Approved by GMO or DHS Admin

<input checked="" type="checkbox"/> New <input type="checkbox"/> Revised <input type="checkbox"/> Delete		From: 1/1/2019	To: 12/31/2019
Calendar Year 2019	County Sussex County	Program # 019	
Program Name Administration		Provider Name AAA - Sussex County Division of Senior Services	
Provider Address 1 Spring Street		Minority Provider <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		Non-Profit Provider <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
		Proprietary Provider <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
City Newton	State New Jersey	Zip 07860	
Telephone 973-579-0555		Director Lorraine Hentz	
Fax 973-579-0550	Focal Point <input checked="" type="checkbox"/> ADRC Partner		Type Initials ADRC
Email seniorservices@sussex.nj.us	<input checked="" type="checkbox"/> Focal Point		FP
Provider Federal Tax ID Number 226002477 (#####)		[ ] Check here if not a Focal Point	
Provider DUNS Number 08-060-9969 (##-###-####)			
Is this Program held at additional sites? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If Yes, please click the Sites/Locations link in the related pages section at the top or bottom of this form.			
Number of Sites/Locations for this IPS: 1			

Integrated Program Summary: 019

## Budget by Line Item

Name of Allocated Fund and Code:

Title III - Administration - 01

If Personnel has been filled out, please visit the Personnel Justification Form found in the Related Documents section at the bottom of the page.

Line Item	Cash	In-Kind	Total
Personnel	\$409,655	\$0	\$409,655
Consultant & Contract			\$0
Travel	\$2,200		\$2,200
Food	\$400		\$400
Building Space			\$0
Print & Office Supplies	\$5,282		\$5,282
Equipment	\$250		\$250
Other	\$22,236		\$22,236
Indirect Cost		\$236,002	\$236,002
<b>Total Budgeted Cost</b>	<b>\$440,023</b>	<b>\$236,002</b>	<b>\$676,025</b>

Integrated Program Summary: 019Budget by Funding Source

Name Of Allocated Fund	Title III - Administration - 01	\$21,410
Additional Funds:	State Match	
	Supplemental Funds	
	Local Public	\$654,615
	Local Private	
	NSIP	
Income:	Other	
	Participant	
Total:		\$676,025

DOAS19AAA003  
 Sussex County  
Integrated Program Summary: 019

<u>Service Code and Taxonomy Service Name</u>	<u>Service Units</u>	<u>Unduplicated Clients</u>	<u>Service Budget</u>	<u>Service Rate</u>
099 - Administration	0	0	\$676,025	\$676,025.00
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
<b>Total:</b>			\$676,025	

[✓] By checking this box, you certify that the information listed above is accurate to the best of your knowledge.

Certified By: Agency Administrator, Lorraine Hentz, 8/29/2018

Consultant Contract

Other Cost Detail

[https://njsage.intelligrants.com/\\_Upload/1865284\\_1551879-2019OTHERJustificationforAdministratio nfortheDivisionofSeniorServices.docx](https://njsage.intelligrants.com/_Upload/1865284_1551879-2019OTHERJustificationforAdministratio nfortheDivisionofSeniorServices.docx)



Personnel Justification: 019

Please enter detailed list of personnel and salaries.

1	2	3	4	5	6
Position Title	First Name	Last Name	Total Yearly Salary per W2	Standard Weekly Paid Hours	Weekly Hours on This APC Program (IPS)
Sen Prog Dev Spec Aging	Diane	Friedberg	\$56,604	40	10
Sec Asst - Typing	Sheila	Brunda	\$46,128	40	40
Fiscal Officer	Mary Lee	Van Hooker	\$63,755	40	40
Sec Asst - Typing	Christina	Marks	\$49,207	40	5
Receptionist	Brenda	Monica	\$9,718	15	15
Division Director	Lorraine	Hentz	\$97,277	40	40

**Total:           \$322,689                   215                   150**

Personnel Justification: 019

1	2	3	7	8	9	10	Cost Breakdown of Total Salary for this APC Program (IPS)	
Position Title	First Name	Last Name	Salary Charged to This APC Program (IPS) w/o Fringe	Fringe Rate	Fringe Cost for This APC Program (IPS)	Total Salary for this APC Program (IPS)	Cash Salary for this APC Program (IPS)	In-Kind Salary (Volunteer) for this APC Program (IPS)
Sen Prog Dev Spec Aging	Diane	Friedberg	\$56,604	46.69%	\$26,428	\$83,032	\$83,032	\$0
Sec Asst - Typing	Sheila	Brunda	\$46,128	46.69%	\$21,537	\$67,665	\$67,665	\$0
Fiscal Officer	Mary Lee	Van Hooker	\$66,334	46.69%	\$30,971	\$97,305	\$97,305	\$0
Sec Asst - Typing	Christina	Marks	\$3,256	46.69%	\$1,520	\$4,776	\$4,776	\$0
Receptionist	Brenda	Monica	\$9,718	46.69%	\$4,537	\$14,255	\$14,255	\$0
Division Director	Lorraine	Hentz	\$97,227	46.69%	\$45,395	\$142,622	\$142,622	\$0
					\$0	\$0		
					\$0	\$0		
					\$0	\$0		

DOAS19AAA003  
Sussex County  
Personnel Justification: 019

\$0	\$0

Total:           \$279,267           280.14%           \$130,390           \$409,655           \$409,655           \$0

DOAS19AAA003  
 Sussex County  
Personnel Justification: 019

1	2	3	Funding Breakdown of Total Salaries for this APC Program (IPS)						
Position Title	First Name	Last Name	Allocated Funds	State Match/ Supplemental Funds	Local Public/ Private Funds	NSIP Funds	Other Income	FFP Reimbursement	Participant Income
Sen Prog Dev Spec Aging	Diane	Friedberg	\$16,981	\$0	\$66,051	\$0	\$0	\$0	\$0
Sec Asst - Typing	Sheila	Brunda	\$0	\$0	\$67,665	\$0	\$0	\$0	\$0
Fiscal Officer	Mary Lee	Van Hooker	\$0	\$0	\$97,305	\$0	\$0	\$0	\$0
Sec Asst - Typing	Christina	Marks	\$3,256	\$0	\$1,520	\$0	\$0	\$0	\$0
Receptionist	Brenda	Monica	\$0	\$0	\$14,255	\$0	\$0	\$0	\$0
Division Director	Lorraine	Hentz	\$0	\$0	\$142,622	\$0	\$0	\$0	\$0
<b>Total:</b>			<b>\$20,237</b>	<b>\$0</b>	<b>\$389,418</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Allocated Fund: Title III - Administration - 01  
 Program Number: 019

DOAS19AAA003

Sussex County

Integrated Program Summary: 020

[ ] Approved by GMO or DHS Admin

<input checked="" type="checkbox"/> New <input type="checkbox"/> Revised <input type="checkbox"/> Delete		From: 1/1/2019	To: 12/31/2019
Calendar Year 2019	County Sussex County	Program # 020	
Program Name Information & Assistance		Provider Name AAA - Sussex County Division of Senior Services	
Provider Address 1 Spring Street		Minority Provider <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		Non-Profit Provider <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
		Proprietary Provider <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
City Newton	State New Jersey	Zip 07860	
Telephone 973-579-0555		Director Lorraine Hentz	
Fax 973-579-0550		Focal Point	Type Initials
Email		<input checked="" type="checkbox"/> ADRC Partner	ADRC
		<input checked="" type="checkbox"/> Focal Point	FP
Provider Federal Tax ID Number 226002477 (#####)		[ ] Check here if not a Focal Point	
Provider DUNS Number 08-060-9969 (##-###-####)			
Is this Program held at additional sites? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If Yes, please click the Sites/Locations link in the related pages section at the top or bottom of this form.			
Number of Sites/Locations for this IPS: 1			

Integrated Program Summary: 020

## Budget by Line Item

Name of Allocated Fund and Code: Title III B - Supportive Services - 02

If Personnel has been filled out, please visit the Personnel Justification Form found in the Related Documents section at the bottom of the page.

Line Item	Cash	In-Kind	Total
Personnel	\$140,672	\$0	\$140,672
Consultant & Contract			\$0
Travel			\$0
Food			\$0
Building Space			\$0
Print & Office Supplies			\$0
Equipment			\$0
Other			\$0
Indirect Cost		\$81,041	\$81,041
<b>Total Budgeted Cost</b>	<b>\$140,672</b>	<b>\$81,041</b>	<b>\$221,713</b>

Integrated Program Summary: 020Budget by Funding Source

Name Of Allocated Fund	Title III B - Supportive Services - 02	
Additional Funds:	State Match	
	Supplemental Funds	
	Local Public	\$221,708
	Local Private	
	NSIP	
Income:	Other	
	Participant	\$5
Total:		\$221,713





Please enter detailed list of personnel and salaries.

1	2	3	4	5	6
Position Title	First Name	Last Name	Total Yearly Salary per W2	Standard Weekly Paid Hours	Weekly Hours on This APC Program (IPS)
Social Worker Aging	Open	Open	\$42,342	40	40
Social Worker Aging	Lori	Baker	\$53,851	40	27
Social Worker Aging	Kaitlyn	Hammerle	\$42,342	40	40

Total: \$138,535 120 107

1	2	3	7	8	9	10	Cost Breakdown of Total Salary for this APC Program (IPS)	
							Cash Salary for this APC Program (IPS)	In-Kind Salary (Volunteer) for this APC Program (IPS)
Position Title	First Name	Last Name	Salary Charged to This APC Program (IPS) w/o Fringe	Fringe Rate	Fringe Cost for This APC Program (IPS)	Total Salary for this APC Program (IPS)		
Social Worker Aging	Open	Open	\$42,342	46.69%	\$19,769	\$62,111	\$62,111	\$0
Social Worker Aging	Lori	Baker	\$36,619	46.69%	\$17,097	\$53,716	\$53,716	\$0
Social Worker Aging	Kaitlyn	Hammerle	\$16,937	46.69%	\$7,908	\$24,845	\$24,845	\$0
				%	\$0	\$0		
				%	\$0	\$0		
<b>Total:</b>			<b>\$95,898</b>	<b>140.07%</b>	<b>\$44,775</b>	<b>\$140,672</b>	<b>\$140,672</b>	<b>\$0</b>

DOAS19AAA003  
 Sussex County  
Personnel Justification: 020

1	2	3	Funding Breakdown of Total Salaries for this APC Program (IPS)						
Position Title	First Name	Last Name	Allocated Funds	State Match/ Supplemental Funds	Local Public/ Private Funds	NSIP Funds	Other Income	FFP Reimbursement	Participant Income
Social Worker Aging	Open	Open	\$0	\$0	\$62,106	\$0	\$0	\$0	\$5
Social Worker Aging	Lori	Baker	\$0	\$0	\$53,716	\$0	\$0	\$0	\$0
Social Worker Aging	Kaitlyn	Hammerle	\$0	\$0	\$24,845	\$0	\$0	\$0	\$0
<b>Total:</b>			\$0	\$0	\$140,667	\$0	\$0	\$0	\$5

Allocated Fund: Title III B - Supportive Services - 02  
 Program Number: 020

DOAS19AAA003

Sussex County

Integrated Program Summary: 025

[ ] Approved by GMO or DHS Admin

<input checked="" type="checkbox"/> New <input type="checkbox"/> Revised <input type="checkbox"/> Delete		From: 1/1/2019 *	To: 12/31/2019 *
Calendar Year 2019 *	County Sussex County	Program # 025 *	
Program Name Socialization Recreation *		Provider Name AAA - Sussex County Division of Senior Services *	
Provider Address One Spring Street *		Minority Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		Non-Profit Provider * <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
		Proprietary Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
City Newton *	State New Jersey *	Zip 07860*	
Telephone 973-579-0555 *		Director Lorraine Hentz *	
Fax 973-579-0550	Focal Point                      Type Initials <input checked="" type="checkbox"/> ADRC Partner                      ADRC		
Email	<input checked="" type="checkbox"/> Focal Point *                      FP		
[] Check here if not a Focal Point			
Provider Federal Tax ID Number 226002477 (#####) *			
Provider DUNS Number 08-060-9969 (##-###-####) *			
Is this Program held at additional sites? * <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes, please click the Sites/Locations link in the related pages section at the top or bottom of this form.			
Number of Sites/Locations for this IPS: 1			

Integrated Program Summary: 025

## Budget by Line Item

Name of Allocated Fund and Code: Title III B - Supportive Services - 02

If Personnel has been filled out, please visit the Personnel Justification Form found in the Related Documents section at the bottom of the page.

Line Item	Cash	In-Kind	Total
Personnel	\$0	\$0	\$0
Consultant & Contract			\$0
Travel	\$2,000		\$2,000
Food	\$2,000		\$2,000
Building Space			\$0
Print & Office Supplies			\$0
Equipment			\$0
Other	\$3,505		\$3,505
Indirect Cost			\$0
<b>Total Budgeted Cost</b>	<b>\$7,505</b>	<b>\$0</b>	<b>\$7,505</b>

Integrated Program Summary: 025Budget by Funding Source

Name Of Allocated Fund	Title III B - Supportive Services - 02	
Additional Funds:	State Match	
	Supplemental Funds	
	Local Public	\$7,500
	Local Private	
	NSIP	
Income:	Other	
	Participant	\$5
Total:		\$7,505



DOAS19AAA003

Sussex County

Integrated Program Summary: 051

[ ] Approved by GMO or DHS Admin

<input checked="" type="checkbox"/> New <input type="checkbox"/> Revised <input type="checkbox"/> Delete		From: 1/1/2019 *	To: 12/31/2019 *
Calendar Year 2019 *	County Sussex County	Program # 051 *	
Program Name Senior Transportation *		Provider Name Sussex County Office of Transit/Skylands Ride *	
Provider Address 83 Spring Street *		Minority Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		Non-Profit Provider * <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
		Proprietary Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
City Newton *	State New Jersey *	Zip 07860*	
Telephone 973-383-3600 *		Director Carol Novrit *	
Fax 973-383-3627	Focal Point <span style="float:right">Type Initials</span>		
Email	[ <input checked="" type="checkbox"/> ] ADRC Partner <span style="float:right">ADRC</span>		
	[ <input checked="" type="checkbox"/> ] Focal Point * <span style="float:right">FP</span>		
	[ ] Check here if not a Focal Point		
Provider Federal Tax ID Number 226002477 (#####) *			
Provider DUNS Number 08-060-9969 (##-##-####) *			
Is this Program held at additional sites? * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If Yes, please click the Sites/Locations link in the related pages section at the top or bottom of this form.			
Number of Sites/Locations for this IPS:			



DOAS19AAA003  
 Sussex County  
Integrated Program Summary: 051

Budget by Line Item

Name of Allocated Fund and Code: Title III B - Supportive Services - 02

If Personnel has been filled out, please visit the Personnel Justification Form found in the Related Documents section at the bottom of the page.

Line Item	Cash	In-Kind	Total
Personnel	\$0	\$0	\$0
Consultant & Contract	\$59,126	\$0	\$59,126
Travel		\$0	\$0
Food		\$0	\$0
Building Space			\$0
Print & Office Supplies		\$0	\$0
Equipment		\$0	\$0
Other		\$0	\$0
Indirect Cost			\$0
<b>Total Budgeted Cost</b>	<b>\$59,126</b>	<b>\$0</b>	<b>\$59,126</b>

Budget by Funding Source

Name Of Allocated Fund	Title III B - Supportive Services - 02	\$28,422
Additional Funds:	State Match	
	Supplemental Funds	\$29,209
	Local Public	
	Local Private	
	NSIP	
Income:	Other	
	Participant	\$1,495
Total:		\$59,126

Service Code and Taxonomy Service Name

Service Units

Unduplicated Clients

Service Budget

Service Rate

106 - Transportation - 1 one-way trip (location to location)	3,942	194	\$59,126	\$15.00
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
<b>Total:</b>			<b>\$59,126</b>	

By checking this box, you certify that the information listed above is accurate to the best of your knowledge.

Certified By: Agency Administrator, Lorraine Hentz, 8/28/2018

Consultant Contract

[https://njsage.intelligrants.com/\\_Upload/1865288\\_1551876-STOP18.doc](https://njsage.intelligrants.com/_Upload/1865288_1551876-STOP18.doc)

Other Cost Detail

Integrated Program Summary: 055

[ ] Approved by GMO or DHS Admin

<input checked="" type="checkbox"/> New <input type="checkbox"/> Revised <input type="checkbox"/> Delete		From: 1/1/2019 *	To: 12/31/2019 *
Calendar Year 2019 *	County Sussex County	Program # 055 *	
Program Name Senior Legal Services *		Provider Name To Be Determined *	
Provider Address TDB *		Minority Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		Non-Profit Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		Proprietary Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
City TBD *	State New Jersey *	Zip 00000*	
Telephone 000-000-0000 *		Director to Be Determined *	
Fax	Focal Point <input type="checkbox"/> ADRC Partner <input type="checkbox"/> Focal Point * Type Initials ADRC FP		
Email	<input checked="" type="checkbox"/> Check here if not a Focal Point		
Provider Federal Tax ID Number 222092489 (#####) *			
Provider DUNS Number 16-607-5473 (##-###-####) *			
Is this Program held at additional sites? * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If Yes, please click the Sites/Locations link in the related pages section at the top or bottom of this form.			
Number of Sites/Locations for this IPS:			

DOAS19AAA003  
 Sussex County  
Integrated Program Summary: 055

Budget by Line Item

Name of Allocated Fund and Code: Title III B - Supportive Services - 02

If Personnel has been filled out, please visit the Personnel Justification Form found in the Related Documents section at the bottom of the page.

Line Item	Cash	In-Kind	Total
Personnel	\$0	\$0	\$0
Consultant & Contract	\$40,500		\$40,500
Travel			\$0
Food			\$0
Building Space			\$0
Print & Office Supplies			\$0
Equipment			\$0
Other			\$0
Indirect Cost			\$0
<b>Total Budgeted Cost</b>	<b>\$40,500</b>	<b>\$0</b>	<b>\$40,500</b>

Budget by Funding Source

Name Of Allocated Fund	Title III B - Supportive Services - 02	\$14,667
Additional Funds:	State Match	
	Supplemental Funds	\$7,378
	Local Public	
	Local Private	\$6,825
	NSIP	
Income:	Other	\$11,500
	Participant	\$130
Total:		\$40,500

DOAS19AAA003  
 Sussex County  
Integrated Program Summary: 055

<u>Service Code and Taxonomy Service Name</u>	<u>Service Units</u>	<u>Unduplicated Clients</u>	<u>Service Budget</u>	<u>Service Rate</u>
325 - Legal Assistance - hour	312	72	\$40,500	\$129.81
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
			<b>Total:</b>	<b>\$40,500</b>

By checking this box, you certify that the information listed above is accurate to the best of your knowledge.

Certified By: Agency Administrator, Lorraine Hentz, 8/28/2018

Consultant Contract  
[https://njsage.intelligrants.com/\\_Upload/1865286\\_1551876-LEGL18.doc](https://njsage.intelligrants.com/_Upload/1865286_1551876-LEGL18.doc)

Other Cost Detail

Integrated Program Summary: 068

[ ] Approved by GMO or DHS Admin

<input checked="" type="checkbox"/> New <input type="checkbox"/> Revised <input type="checkbox"/> Delete		From: 1/1/2019 *	To: 12/31/2019 *
Calendar Year 2019 *	County Sussex County	Program # 068 *	
Program Name Assisted Transportation *		Provider Name To Be Determined *	
Provider Address To Be Determined *		Minority Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		Non-Profit Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		Proprietary Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
City To Be Determined *	State New Jersey *	Zip 00000*	
Telephone 000-000-0000 *		Director To Be Determined *	
Fax	Focal Point <input type="checkbox"/> ADRC Partner		
Email	Type Initials ADRC		
	Focal Point * <input type="checkbox"/> FP		
	[ <input checked="" type="checkbox"/> ] Check here if not a Focal Point		
Provider Federal Tax ID Number 0000000000 (#####) *			
Provider DUNS Number 00-000-0000 (##-###-####) *			
Is this Program held at additional sites? *		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, please click the Sites/Locations link in the related pages section at the top or bottom of this form.			
Number of Sites/Locations for this IPS:			



DOAS19AAA003  
Sussex County  
Integrated Program Summary: 068

Budget by Line Item

Name of Allocated Fund and Code:            Title III B - Supportive Services - 02

If Personnel has been filled out, please visit the Personnel Justification Form found in the Related Documents section at the bottom of the page.

Line Item	Cash	In-Kind	Total
Personnel	\$0	\$0	\$0
Consultant & Contract	\$8,935	[REDACTED]	\$8,935
Travel		[REDACTED]	\$0
Food		[REDACTED]	\$0
Building Space			\$0
Print & Office Supplies		[REDACTED]	\$0
Equipment		[REDACTED]	\$0
Other		[REDACTED]	\$0
Indirect Cost			\$0
<b>Total Budgeted Cost</b>	<b>\$8,935</b>	<b>\$0</b>	<b>\$8,935</b>

Integrated Program Summary: 068Budget by Funding Source

Name Of Allocated Fund	Title III B - Supportive Services - 02	
Additional Funds:	State Match	
	Supplemental Funds	\$8,930
	Local Public	
	Local Private	
	NSIP	
Income:	Other	\$5
	Participant	
Total:		\$8,935

DOAS19AAA003  
 Sussex County  
Integrated Program Summary: 068

<u>Service Code and Taxonomy Service Name</u>	<u>Service Units</u>	<u>Unduplicated Clients</u>	<u>Service Budget</u>	<u>Service Rate</u>
107 - Assisted Transportation - 1 one-way trip (location to location)	353	8	\$8,935	\$25.31
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
			<b>Total:</b>	<b>\$8,935</b>

**By checking this box, you certify that the information listed above is accurate to the best of your knowledge.**

**Certified By:** Agency Administrator, Lorraine Hentz, 8/28/2018

Consultant Contract

[https://njsage.intelligrants.com/\\_Upload/1865312\\_1551876-Providerfor2019Assistedtransportation.docx](https://njsage.intelligrants.com/_Upload/1865312_1551876-Providerfor2019Assistedtransportation.docx)

Other Cost Detail

DOAS19AAA003

Sussex County

Integrated Program Summary: 072

[ ] Approved by GMO or DHS Admin

<input checked="" type="checkbox"/> New <input type="checkbox"/> Revised <input type="checkbox"/> Delete		From: 1/1/2019 *	To: 12/31/2019 *
Calendar Year 2019 *	County Sussex County	Program # 072 *	
Program Name Care Management *		Provider Name Sussex County Divison of Social Services *	
Provider Address 83 Spring Street *		Minority Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		Non-Profit Provider * <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
		Proprietary Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
City Newton *	State New Jersey *	Zip 07860*	
Telephone 973-383-3600 *		Director Joan Bruseo *	
Fax 973-383-3627	Focal Point <span style="float:right">Type Initials</span>		
Email	[ ] ADRC Partner <span style="float:right">ADRC</span>		
	[ <input checked="" type="checkbox"/> ] Focal Point * <span style="float:right">FP</span>		
	[ ] Check here if not a Focal Point		
Provider Federal Tax ID Number			
226002477 (#####) *			
Provider DUNS Number			
08-060-9969 (##-###-####) *			
Is this Program held at additional sites? * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If Yes, please click the Sites/Locations link in the related pages section at the top or bottom of this form.			
Number of Sites/Locations for this IPS:			

Integrated Program Summary: 072

## Budget by Line Item

Name of Allocated Fund and Code: Title III B - Supportive Services - 02

If Personnel has been filled out, please visit the Personnel Justification Form found in the Related Documents section at the bottom of the page.

Line Item	Cash	In-Kind	Total
Personnel	\$0	\$0	\$0
Consultant & Contract	\$11,536		\$11,536
Travel			\$0
Food			\$0
Building Space			\$0
Print & Office Supplies			\$0
Equipment			\$0
Other			\$0
Indirect Cost			\$0
<b>Total Budgeted Cost</b>	<b>\$11,536</b>	<b>\$0</b>	<b>\$11,536</b>

Budget by Funding Source

Name Of Allocated Fund	Title III B - Supportive Services - 02	\$11,531
Additional Funds:	State Match	
	Supplemental Funds	
	Local Public	
	Local Private	
	NSIP	
Income:	Other	
	Participant	\$5
Total:		\$11,536

DOAS19AAA003  
Sussex County  
Integrated Program Summary: 072

<u>Service Code and Taxonomy Service Name</u>	<u>Service Units</u>	<u>Unduplicated Clients</u>	<u>Service Budget</u>	<u>Service Rate</u>
105 - Care Management - 1/2 hour	1,214	44	\$11,536	\$9.50
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
			<b>Total:</b>	<b>\$11,536</b>

[] By checking this box, you certify that the information listed above is accurate to the best of your knowledge.

Certified By: Agency Administrator, Lorraine Hentz, 8/28/2018

Consultant Contract

[https://njsage.intelligrants.com/\\_Upload/1865303\\_1551876-18CMOutreachContract.doc](https://njsage.intelligrants.com/_Upload/1865303_1551876-18CMOutreachContract.doc)

Other Cost Detail

Integrated Program Summary: 086

[ ] Approved by GMO or DHS Admin

<input checked="" type="checkbox"/> New <input type="checkbox"/> Revised <input type="checkbox"/> Delete		From: 1/1/2019 *	To: 12/31/2019 *
Calendar Year 2019 *	County Sussex County	Program # 086 *	
Program Name Certified Home Health Aide *		Provider Name Res-Care New Jersey, Inc. dba ResCare HomeCare *	
Provider Address 350 Sparta Avenue, Ste. B-6B *		Minority Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		Non-Profit Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		Proprietary Provider * <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
City Sparta *	State New Jersey *	Zip 07871*	
Telephone 973-579-9333 *		Director Kathleen Goodling, RN *	
Fax 973-579-3303	Focal Point <input type="checkbox"/> ADRC Partner ADRC		
Email	Focal Point * <input type="checkbox"/> FP		
Provider Federal Tax ID Number 611312327 (#####) *		[ <input checked="" type="checkbox"/> ] Check here if not a Focal Point	
Provider DUNS Number 02-696-8905 (##-###-####) *			
Is this Program held at additional sites? * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If Yes, please click the Sites/Locations link in the related pages section at the top or bottom of this form.			
Number of Sites/Locations for this IPS:			



Integrated Program Summary: 086

## Budget by Line Item

Name of Allocated Fund and Code:

Title III B - Supportive Services - 02

If Personnel has been filled out, please visit the Personnel Justification Form found in the Related Documents section at the bottom of the page.

Line Item	Cash	In-Kind	Total
Personnel	\$0	\$0	\$0
Consultant & Contract	\$16,907		\$16,907
Travel			\$0
Food			\$0
Building Space			\$0
Print & Office Supplies			\$0
Equipment			\$0
Other			\$0
Indirect Cost			\$0
<b>Total Budgeted Cost</b>	<b>\$16,907</b>	<b>\$0</b>	<b>\$16,907</b>

Integrated Program Summary: 086Budget by Funding Source

Name Of Allocated Fund	Title III B - Supportive Services - 02	\$7,822
Additional Funds:	State Match	\$452
	Supplemental Funds	\$5,344
	Local Public	
	Local Private	\$2,984
	NSIP	
Income:	Other	
	Participant	\$305
Total:		\$16,907

Integrated Program Summary: 086

<u>Service Code and Taxonomy Service Name</u>	<u>Service Units</u>	<u>Unduplicated Clients</u>	<u>Service Budget</u>	<u>Service Rate</u>
213 - Certified Home Health Aide - hour	520	12	\$10,145	\$19.51
212 - Housekeeping - hour	376	8	\$6,762	\$17.98
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
		<b>Total:</b>	<b>\$16,907</b>	

By checking this box, you certify that the information listed above is accurate to the best of your knowledge.

Certified By: Agency Administrator, Lorraine Hentz, 8/29/2018

Consultant Contract

[https://njsage.intelligrants.com/\\_Upload/1865287\\_1551876-CHHARes-Care18.doc](https://njsage.intelligrants.com/_Upload/1865287_1551876-CHHARes-Care18.doc)

Other Cost Detail

DOAS19AAA003

Sussex County

Integrated Program Summary: 025

[ ] Approved by GMO or DHS Admin

<input checked="" type="checkbox"/> New <input type="checkbox"/> Revised <input type="checkbox"/> Delete		From: 1/1/2019 *	To: 12/31/2019 *
Calendar Year 2019 *	County Sussex County	Program # 025 *	
Program Name Congregate Nutrition *		Provider Name AAA - Sussex County Division of Senior Services *	
Provider Address 1 Spring Street *		Minority Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		Non-Profit Provider * <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
		Proprietary Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
City Newton *	State New Jersey *	Zip 07860*	
Telephone 973-579-0555 *		Director Lorraine Hentz *	
Fax 973-579-0550	Focal Point <span style="float: right;">Type Initials</span>		
Email	[ <input checked="" type="checkbox"/> ] ADRC Partner <span style="float: right;">ADRC</span>		
	[ <input checked="" type="checkbox"/> ] Focal Point * <span style="float: right;">FP</span>		
	[ ] Check here if not a Focal Point		
Provider Federal Tax ID Number 226002477 (#####) *			
Provider DUNS Number 08-060-9969 (##-##-####) *			
Is this Program held at additional sites? * <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes, please click the Sites/Locations link in the related pages section at the top or bottom of this form.			
Number of Sites/Locations for this IPS: 5			

Integrated Program Summary: 025

## Budget by Line Item

Name of Allocated Fund and Code:

Title III C 1 - Congregate Nutrition - 03

If Personnel has been filled out, please visit the Personnel Justification Form found in the Related Documents section at the bottom of the page.

Line Item	Cash	In-Kind	Total
Personnel	\$54,356	\$0	\$54,356
Consultant & Contract			\$0
Travel	\$3,000		\$3,000
Food	\$59,882		\$59,882
Building Space	\$55,801		\$55,801
Print & Office Supplies	\$1,149		\$1,149
Equipment			\$0
Other			\$0
Indirect Cost			\$0
<b>Total Budgeted Cost</b>	<b>\$174,188</b>	<b>\$0</b>	<b>\$174,188</b>

DOAS19AAA003

Sussex County

Integrated Program Summary: 025

Budget by Funding Source

Name Of Allocated Fund	Title III C 1 - Congregate Nutrition - 03	\$58,961
	State Match	
	Supplemental Funds	
Additional Funds:	Local Public	\$87,718
	Local Private	
	NSIP	\$3,509
Income:	Other	
	Participant	\$24,000
Total:		\$174,188



Sites/Locations: Franklin Senior Center

Please use this form to list any applicable site locations in addition to your agency's primary address and verify all data is correct before clicking save.

Is this a new Site?      ( ) Yes (✓) No \*

Type of Site (If applicable check all that apply):

Nutrition Site:            [✓]

Senior Center:            [✓]

Focal Point:              [✓]

Site Name \*                Franklin Senior Center

Site Director Name \*      Cindy Space

Address 1 \*                George Labance Lane

Address 2

City                        Franklin \*

State                      New Jersey

Zip                         07416 \*

Phone                      973-827-2973 \*

Email                      [ ]

Fax                         [ ]

Website                    [ ]



Sites/Locations: Hopatcong Civic Center

Please use this form to list any applicable site locations in addition to your agency's primary address and verify all data is correct before clicking save.

Is this a new Site?      ( ) Yes (✓) No \*

Type of Site (If applicable check all that apply):

Nutrition Site:      [✓]

Senior Center:      [ ]

Focal Point:      [✓]

Site Name \*      Hopatcong Civic Center

Site Director Name \*      Cathy Millian

Address 1 \*      42 Lakeside Boulevard

Address 2

City      Hopatcong \*

State      New Jersey

Zip      07843 \*

Phone      973-398-2608 \*

Email

Fax

Website

Sites/Locations: Vernon Nutrition Site

Please use this form to list any applicable site locations in addition to your agency's primary address and verify all data is correct before clicking save.

Is this a new Site?      ( ) Yes (✓) No \*

Type of Site (If applicable check all that apply):

Nutrition Site:      [✓]

Senior Center:      [✓]

Focal Point:      [✓]

Site Name \*     

Site Director Name \*     

Address 1 \*      21 Church Street

Address 2

City       \*

State     

Zip       \*

Phone       \*

Email     

Fax     

Website

Personnel Justification: 025

Please enter detailed list of personnel and salaries.

1	2	3	4	5	6
Position Title	First Name	Last Name	Total Yearly Salary per W2	Standard Weekly Paid Hours	Weekly Hours on This APC Program (IPS)
Sec Asst. Typing	Christina	Marks	\$49,407	40	30

Total: \$49,407 40 30

DOAS19AAA003  
 Sussex County  
Personnel Justification: 025

1	2	3	7	8	9	10	Cost Breakdown of Total Salary for this APC Program (IPS)	
							Cash Salary for this APC Program (IPS)	In-Kind Salary (Volunteer) for this APC Program (IPS)
Position Title	First Name	Last Name	Salary Charged to This APC Program (IPS) w/o Fringe	Fringe Rate	Fringe Cost for This APC Program (IPS)	Total Salary for this APC Program (IPS)		
Sec Asst. Typing	Christina	Marks	\$37,055	46.69%	\$17,301	\$54,356	\$54,356	\$0
				%	\$0	\$0		
				%	\$0	\$0		
				%	\$0	\$0		
				%	\$0	\$0		
<b>Total:</b>			<b>\$37,055</b>	<b>46.69%</b>	<b>\$17,301</b>	<b>\$54,356</b>	<b>\$54,356</b>	<b>\$0</b>

Personnel Justification: 025

1	2	3	Funding Breakdown of Total Salaries for this APC Program (IPS)						
Position Title	First Name	Last Name	Allocated Funds	State Match/ Supplemental Funds	Local Public/Private Funds	NSIP Funds	Other Income	FFP Reimbursement	Participant Income
Sec Asst. Typing	Christina	Marks	\$51,706	\$0	\$2,650	\$0	\$0	\$0	\$0

Total:            \$51,706                            \$0                            \$2,650                            \$0                            \$0                            \$0                            \$0

Allocated Fund: Title III C 1 - Congregate Nutrition - 03  
 Program Number: 025

DOAS19AAA003

Sussex County

Integrated Program Summary: 022

[ ] Approved by GMO or DHS Admin

<input checked="" type="checkbox"/> New <input type="checkbox"/> Revised <input type="checkbox"/> Delete		From: 1/1/2019 *	To: 12/31/2019 *
Calendar Year 2019 *	County Sussex County	Program # 022 *	
Program Name Home Delivered Meals-Weekday *		Provider Name To be Determined *	
Provider Address TBD *		Minority Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		Non-Profit Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		Proprietary Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
City TBD *	State New Jersey *	Zip 00000*	
Telephone 000-000-0000 *		Director TBD *	
Fax	Focal Point <span style="float: right;">Type Initials</span>		
Email	[ ] ADRC Partner <span style="float: right;">ADRC</span>		
	[ ] Focal Point * <span style="float: right;">FP</span>		
Provider Federal Tax ID Number 221487121 (#####) *		[ <input checked="" type="checkbox"/> ] Check here if not a Focal Point	
Provider DUNS Number 03-994-3071 (##-###-####) *			
Is this Program held at additional sites? * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If Yes, please click the Sites/Locations link in the related pages section at the top or bottom of this form.			
Number of Sites/Locations for this IPS:			

Integrated Program Summary: 022

## Budget by Line Item

Name of Allocated Fund and Code: Title III C 2 - Home Delivered Meals - 04

If Personnel has been filled out, please visit the Personnel Justification Form found in the Related Documents section at the bottom of the page.

Line Item	Cash	In-Kind	Total
Personnel	\$0	\$0	\$0
Consultant & Contract	\$103,928		\$103,928
Travel			\$0
Food	\$70,913		\$70,913
Building Space			\$0
Print & Office Supplies			\$0
Equipment			\$0
Other			\$0
Indirect Cost			\$0
<b>Total Budgeted Cost</b>	<b>\$174,841</b>	<b>\$0</b>	<b>\$174,841</b>

Integrated Program Summary: 022Budget by Funding Source

Name Of Allocated Fund	Title III C 2 - Home Delivered Meals - 04	\$41,019
Additional Funds:	State Match	\$9,514
	Supplemental Funds	\$6,571
	Local Public	\$58,813
	Local Private	\$23,346
	NSIP	\$3,508
Income:	Other	\$4,000
	Participant	\$28,070
Total:		\$174,841



DOAS19AAA003

Sussex County

Integrated Program Summary: 022

Service Code and Taxonomy Service Name

Service Units

Unduplicated Clients

Service Budget

Service Rate

<u>Service Code and Taxonomy Service Name</u>	<u>Service Units</u>	<u>Unduplicated Clients</u>	<u>Service Budget</u>	<u>Service Rate</u>
436 - Home Delivered Nutrition - meal	15,792	150	\$174,841	\$11.07
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
<b>Total:</b>			<b>\$174,841</b>	

[  ] By checking this box, you certify that the information listed above is accurate to the best of your knowledge.

Certified By: Agency Administrator, Lorraine Hentz, 8/29/2018

Consultant Contract

[https://njsage.intelligrants.com/\\_Upload/1865290\\_1551876-CFCSHDM18.doc](https://njsage.intelligrants.com/_Upload/1865290_1551876-CFCSHDM18.doc)

Other Cost Detail

DOAS19AAA003

Sussex County

Integrated Program Summary: 080

[ ] Approved by GMO or DHS Admin

<input checked="" type="checkbox"/> New <input type="checkbox"/> Revised <input type="checkbox"/> Delete		From: 1/1/2019 *	To: 12/31/2019 *
Calendar Year 2019 *	County Sussex County	Program # 080 *	
Program Name Education *		Provider Name AAA - Sussex County Division of Senior Services *	
Provider Address 1 Spring Street *		Minority Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		Non-Profit Provider * <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
		Proprietary Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
City Newton *	State New Jersey *	Zip 07860*	
Telephone 973-579-0555 *		Director Lorraine Hentz *	
Fax 973-579-0550	Focal Point <span style="float: right;">Type Initials</span>		
Email seniorservices@sussex.nj.us	[ <input checked="" type="checkbox"/> ] ADRC Partner <span style="float: right;">ADRC</span>		
Provider Federal Tax ID Number 226002477 (#####) *	[ <input checked="" type="checkbox"/> ] Focal Point * <span style="float: right;">FP</span>		
Provider DUNS Number 08-060-9969 (##-###-####) *	[ ] Check here if not a Focal Point		
Is this Program held at additional sites? * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If Yes, please click the Sites/Locations link in the related pages section at the top or bottom of this form.			
Number of Sites/Locations for this IPS: 9			

Integrated Program Summary: 080

## Budget by Line Item

Name of Allocated Fund and Code: Title III D - Health Promotion - 10

If Personnel has been filled out, please visit the Personnel Justification Form found in the Related Documents section at the bottom of the page.

Line Item	Cash	In-Kind	Total
Personnel	\$4,712	\$0	\$4,712
Consultant & Contract			\$0
Travel	\$250		\$250
Food	\$500		\$500
Building Space			\$0
Print & Office Supplies	\$1,293		\$1,293
Equipment			\$0
Other	\$245		\$245
Indirect Cost			\$0
<b>Total Budgeted Cost</b>	<b>\$7,000</b>	<b>\$0</b>	<b>\$7,000</b>

Integrated Program Summary: 080Budget by Funding Source

Name Of Allocated Fund	Title III D - Health Promotion - 10	\$6,995
Additional Funds:	State Match	
	Supplemental Funds	
	Local Public	
	Local Private	
	NSIP	
Income:	Other	
	Participant	\$5
Total:		\$7,000



Sites/Locations: Sussex County Division of Senior Services

Please use this form to list any applicable site locations in addition to your agency's primary address and verify all data is correct before clicking save.

Is this a new Site?      ( ) Yes (✓) No \*

Type of Site (If applicable check all that apply):

Nutrition Site:      [ ]

Senior Center:      [ ]

Focal Point:      [✓]

Site Name \*     

Site Director Name \*     

Address 1 \*      One Spring Street

Address 2

City	<input type="text" value="Newton"/>	*	State	<input type="text" value="New Jersey"/>
Zip	<input type="text" value="07860"/>	*		
Phone	<input type="text" value="973-579-0555"/>	*	Email	<input type="text" value="seniorservices@sussex.nj.us"/>
Fax	<input type="text" value="973-579-0550"/>		Website	<input type="text"/>

DOAS19AAA003  
Sussex County  
Title III D Funding Request

New Jersey Department of Human Services/Division of Aging Services/Office of Area Agency on Aging Administration

**Information Form For Substantiating Evidence-Based Health Promotion Program**

**Excerpt of Policy Memorandum number 2015-10; I-10 effective 10/1/2016:** In accordance with the federal law evidence-based requirement, beginning October 1, 2016, Area Plan Contract 2016 Title IIID funds shall be expended on evidence-based health promotion programs that meet the Administration on Aging's Title IIID criteria. Written DoAS approval is required each year (or with change in circumstances) prior to program implementation. AAAs shall not expend title III D funds or implement a program denied by DoAS. AAAs shall retain documentation of the evidence supporting their approved Title IIID health promotion program(s).

Area Agency on Aging

Sussex County

Date Submitted in SAGE

10/15/2018 \*

Area Plan Contract (APC)  
Period

1/1/2019 \*

to

12/31/2019 \*

Anticipated Contract  
Dates

1/1/2019 \*

to

12/31/2019 \*

Estimated Date of Program  
Implementation

1/1/2019 \*

**Evidence-Based Health Promotion Program Details**

**Evidence-Based Health Promotion Program Name:**

Cancer Thriving &  
Surviving-CDSMP \*

Identifiable program name not service, service component,  
or practice.

**Program Goals:**

(i.e. Reduce falls, promote balance and strength, and  
increase knowledge of environmental factors.)

The Cancer Thriving and  
Surviving Program is a  
workshop for people that  
teaches survivors the skills  
needed to make treatment  
decisions, effective  
communication, proper  
nutrition and setting  
priorities in order to  
maintain and/or increase  
life's activities. Cancer \*

DORAS19AAA003

Sussex County

Title III D Funding Request

Thriving and Surviving is a peer-led chronic disease self-management program that is goal oriented and includes a manual on "Living A Healthy Life with Chronic Conditions." The program consists of six, 2 ½ hour sessions.

**Target Population:**  
(i.e. Ambulatory Adults 60+, concerned about falling, interested in improving flexibility, balance and strength.)

People that have survived cancer and have completed treatment. \*



DOAS19AAA003  
Sussex County  
Title III D Funding Request

**Authority:**

The operating division of the U.S. Department of Health and Human Services (HHS) already considering the program as evidence-based. Program is listed in their registry.

URL:  \*

If proposed evidence-based health promotion plan is not listed in an HHS registry as evidence-based, program must satisfy all 5 components for the federal title III D funding definition (as of 10/1/16). Complete all questions below and remainder of the form.

[ ] Demonstrated through evaluation to be effective for improving the health and wellbeing or reducing disease, disability, and/or injury among older adults; **and**

Insert the name of a recent article and hyperlink to the article substantiating the proposed program satisfies the 5 criteria to the left:

[ ] Proven effective with the older adult population, using Experimental or Quasi-Experimental Design, **and**

**Article Name:**

**Article Link**

[ ] Research results published in a peer-review journal; **and**

Insert the name of a recent article and hyperlink to the pre- & post- test evaluation reports:

[ ] Fully translated in one or more community site(s); **and**

**Evaluation Reports**

**Link**

[ ] Includes developed dissemination products that are available to the public.

Pre-Test Evaluation Report

Post-Test Evaluation Report

DOAS19AAA003  
Sussex County  
Title III D Funding Request

Evidence-Based Program/Implementation Details

Service Code and Service Taxonomy Name: \*

Evidence-Based Program Meets Components and Standards of the service taxonomy selected.

326 - Physical Health       328 - Mental Health  
 330 - Physical Activity       331 - Education

Service Levels: \*

Number of Unduplicated Clients to be served in APC contract year  
Number of Service Units to be provided for APC contract year

In APC Contract year

# Unduplicated clients       \*

# Service Units       \*

Title III Funding:

In APC Contract year

Total amount of Title III D funds allocated:       \*

Total service budget (funds from all sources):       \*

Program Facilitator/Leader:

Leader(s) current/valid certification/licensing on file at AAA.

Program Materials:

Leader Implementation Manual on file at AAA.  
 Program dissemination products/participant materials on file and attached here:  
[https://njsage.intelligrants.com/\\_Upload/1865329\\_1551413-CTS\\_Leader\\_Manual\\_10-2014.pdf](https://njsage.intelligrants.com/_Upload/1865329_1551413-CTS_Leader_Manual_10-2014.pdf)

Service Provider

Service Provider (Official "Legal" Name)

\*

Provider Address

\*

City:  \*

State:  \*

Zip Code:  \*

DOAS19AAA003  
Sussex County  
Title III D Funding Request

Check all that apply:

AAA (Direct Service)  Governmental  Proprietary  Non-Profit  New Provider (First Time Contract with AAA)

Director Name:  \* Director Title:  \*  
Telephone:  \* Fax:  Email:  \*

Program Sites: Various locations and sites throughout Sussex County

\* By Checking this box, you certify that the information listed above is accurate to the best of your knowledge.

DOAS19AAA003  
Sussex County  
Title III D Funding Request

New Jersey Department of Human Services/Division of Aging Services/Office of Area Agency on Aging Administration

**Information Form For Substantiating Evidence-Based Health Promotion Program**

**Excerpt of Policy Memorandum number 2015-10; I-10 effective 10/1/2016:** In accordance with the federal law evidence-based requirement, beginning October 1, 2016, Area Plan Contract 2016 Title IIID funds shall be expended on evidence-based health promotion programs that meet the Administration on Aging's Title IIID criteria. Written DoAS approval is required each year (or with change in circumstances) prior to program implementation. AAAs shall not expend title III D funds or implement a program denied by DoAS. AAAs shall retain documentation of the evidence supporting their approved Title IIID health promotion program(s).

Area Agency on Aging      Sussex County

Date Submitted in SAGE

\*

Area Plan Contract (APC)  
Period

\*

to

\*

Anticipated Contract  
Dates

\* to

\*

Estimated Date of Program  
Implementation

\*

**Evidence-Based Health Promotion Program Details**

**Evidence-Based Health Promotion Program Name:**

Matter of Balance

\*

Identifiable program name not service, service component, or practice.

**Program Goals:**

(i.e. Reduce falls, promote balance and strength, and increase knowledge of environmental factors.)

Reduce fear of falling, promote balance, strength and flexibility, awareness to environmental factors in the home and community.

\*

**Target Population:**

(i.e. Ambulatory Adults 60+, concerned about falling, interested in improving flexibility, balance and strength.)

60+ and caregivers, those concerned about falling and improving quality of life.

\*

DOAS19AAA003  
Sussex County  
Title III D Funding Request

**Authority:**

The operating division of the U.S. Department of Health and Human Services (HHS) already considering the program as evidence-based. Program is listed in their registry.

URL:  \*

If proposed evidence-based health promotion plan is not listed in an HHS registry as evidence-based, program must satisfy all 5 components for the federal title III D funding definition (as of 10/1/16). Complete all questions below and remainder of the form.

[ ] Demonstrated through evaluation to be effective for improving the health and wellbeing or reducing disease, disability, and/or injury among older adults; **and**

Insert the name of a recent article and hyperlink to the article substantiating the proposed program satisfies the 5 criteria to the left:

[ ] Proven effective with the older adult population, using Experimental or Quasi-Experimental Design, **and**

**Article Name:**

**Article Link**

[ ] Research results published in a peer-review journal; **and**

Insert the name of a recent article and hyperlink to the pre- & post- test evaluation reports:

[ ] Fully translated in one or more community site(s); **and**

**Evaluation Reports**

**Link**

[ ] Includes developed dissemination products that are available to the public.

Pre-Test Evaluation Report

Post-Test Evaluation Report

DCAS19AAA003  
Sussex County  
Title III D Funding Request

Evidence-Based Program/Implementation Details

Service Code and Service Taxonomy Name: \*

Evidence-Based Program Meets Components and Standards of the service taxonomy selected.

326 - Physical Health       328 - Mental Health  
 330 - Physical Activity       331 - Education

Service Levels: \*

Number of Unduplicated Clients to be served in APC contract year  
Number of Service Units to be provided for APC contract year

In APC Contract year

# Unduplicated clients       \*  
# Service Units       \*

Title III Funding:

In APC Contract year

Total amount of Title III D funds allocated:       \*  
Total service budget (funds from all sources):       \*

Program Facilitator/Leader:

Leader(s) current/valid certification/licensing on file at AAA.

Program Materials:

Leader Implementation Manual on file at AAA.  
 Program dissemination products/participant materials on file and attached here:  
[https://njsage.intelligrants.com/\\_Upload/1865330\\_1551413-MOBClassFlyer-Participant.doc](https://njsage.intelligrants.com/_Upload/1865330_1551413-MOBClassFlyer-Participant.doc)

Service Provider

Service Provider (Official "Legal" Name)

\*

Provider Address

\*

City:  \* State:  \* Zip Code:  \*

DOAS19AAA003  
Sussex County  
Title III D Funding Request

Check all that apply:

AAA (Direct Service)  Governmental  Proprietary  Non-Profit  New Provider (First Time Contract with AAA)

Director Name:  \* Director Title:  \*  
Telephone:  \* Fax:  Email:  \*

Program Sites: Various locations and sites throughout Sussex County.

\* By Checking this box, you certify that the information listed above is accurate to the best of your knowledge.

DOAS19AAA003  
Sussex County  
Title III D Funding Request

New Jersey Department of Human Services/Division of Aging Services/Office of Area Agency on Aging Administration

**Information Form For Substantiating Evidence-Based Health Promotion Program**

**Excerpt of Policy Memorandum number 2015-10; I-10 effective 10/1/2016:** In accordance with the federal law evidence-based requirement, beginning October 1, 2016, Area Plan Contract 2016 Title IIID funds shall be expended on evidence-based health promotion programs that meet the Administration on Aging's Title IIID criteria. Written DoAS approval is required each year (or with change in circumstances) prior to program implementation. AAAs shall not expend title III D funds or implement a program denied by DoAS. AAAs shall retain documentation of the evidence supporting their approved Title IIID health promotion program(s).

Area Agency on Aging      Sussex County

Date Submitted in SAGE      10/15/2018 \*

Area Plan Contract (APC)      1/1/2019 \* to 12/31/2019 \*

Anticipated Contract Dates      1/1/2019 \* to 12/31/2019 \*

Estimated Date of Program Implementation      1/1/2019 \*

**Evidence-Based Health Promotion Program Details**

Evidence-Based Health Promotion Program Name:      Take Control of Your Health \*

Identifiable program name not service, service component, or practice.

Program Goals:      Action Plans for Enhancing Wellness for adults of all ages and caregivers who are dealing with a long term health/medical condition(s). Peer led, six-week (2 ½ hour sessions) self-management programs that are goal-oriented and includes a manual, "Living a Healthy Life with Chronic



DOAS19AAA003

Sussex County

Title III D Funding Request

Conditions."

**Target Population:**

(i.e. Ambulatory Adults 60+, concerned about falling, interested in improving flexibility, balance and strength.)

60+ and caregivers, those concerned with living with chronic diseases

\*

DOAS19AAA003  
Sussex County  
Title III D Funding Request

**Authority:**

The operating division of the U.S. Department of Health and Human Services (HHS) already considering the program as evidence-based. Program is listed in their registry.

URL:  \*

If proposed evidence-based health promotion plan is not listed in an HHS registry as evidence-based, program must satisfy all 5 components for the federal title III D funding definition (as of 10/1/16). Complete all questions below and remainder of the form.

[ ] Demonstrated through evaluation to be effective for improving the health and wellbeing or reducing disease, disability, and/or injury among older adults; **and**

Insert the name of a recent article and hyperlink to the article substantiating the proposed program satisfies the 5 criteria to the left:

[ ] Proven effective with the older adult population, using Experimental or Quasi-Experimental Design, **and**

**Article Name:**

**Article Link**

[ ] Research results published in a peer-review journal; **and**

Insert the name of a recent article and hyperlink to the pre- & post- test evaluation reports:

[ ] Fully translated in one or more community site(s); **and**

**Evaluation Reports**

**Link**

[ ] Includes developed dissemination products that are available to the public.

Pre-Test Evaluation Report

Post-Test Evaluation Report

Title III D Funding Request

Evidence-Based Program/Implementation Details

Service Code and Service Taxonomy Name: \*

Evidence-Based Program Meets Components and Standards of the service taxonomy selected.

- 326 - Physical Health       328 - Mental Health
- 330 - Physical Activity       331 - Education

Service Levels: \*

Number of Unduplicated Clients to be served in APC contract year

In APC Contract year

# Unduplicated clients       \*

Number of Service Units to be provided for APC contract year

# Service Units       \*

Title III Funding:

In APC Contract year

Total amount of Title III D funds allocated:       \*

Total service budget (funds from all sources):       \*

Program Facilitator/Leader:

Leader(s) current/valid certification/licensing on file at AAA.

Program Materials:

Leader Implementation Manual on file at AAA.

Program dissemination products/participant materials on file and attached here:

[https://njsage.intelligrants.com/\\_Upload/1865331\\_1551413-takecontrolofyourlifeflyer.doc](https://njsage.intelligrants.com/_Upload/1865331_1551413-takecontrolofyourlifeflyer.doc)

Service Provider

Service Provider (Official "Legal" Name)

\*

Provider Address

\*

City:  \*

State:  \*

Zip Code:  \*

DOAS19AAA003  
Sussex County  
Title III D Funding Request

Check all that apply:

AAA (Direct Service)  Governmental  Proprietary  Non-Profit  New Provider (First Time Contract with AAA)

Director Name:  \* Director Title:  \*  
Telephone:  \* Fax:  Email:  \*

Program Sites: Various locations and sites throughout Sussex County.

\* By Checking this box, you certify that the information listed above is accurate to the best of your knowledge.

Title III D Funding Request

New Jersey Department of Human Services/Division of Aging Services/Office of Area Agency on Aging Administration

## Information Form For Substantiating Evidence-Based Health Promotion Program

**Excerpt of Policy Memorandum number 2015-10; I-10 effective 10/1/2016:** In accordance with the federal law evidence-based requirement, beginning October 1, 2016, Area Plan Contract 2016 Title IIID funds shall be expended on evidence-based health promotion programs that meet the Administration on Aging's Title IIID criteria. Written DoAS approval is required each year (or with change in circumstances) prior to program implementation. AAAs shall not expend title III D funds or implement a program denied by DoAS. AAAs shall retain documentation of the evidence supporting their approved Title IIID health promotion program(s).

Area Agency on Aging

Sussex County

Date Submitted in SAGE

10/15/2018 \*

Area Plan Contract (APC)  
Period

1/1/2019 \*

to

12/31/2019 \*

Anticipated Contract  
Dates

1/1/2019 \*

to 12/31/2019 \*

Estimated Date of Program  
Implementation

1/1/2019 \*

## Evidence-Based Health Promotion Program Details

Evidence-Based Health Promotion Program Name:

Diabetes Self-Management  
Program \*Identifiable program name not service, service component,  
or practice.

Program Goals:

(i.e. Reduce falls, promote balance and strength, and  
increase knowledge of environmental factors.)Action Plans for Enhancing  
Wellness for adults of all  
ages and caregivers who are  
dealing with Type 2 diabetes.  
Peer led, six-week (2 ½ hour  
sessions) self-management  
programs that are  
goal-oriented and includes a  
manual, "Living a Healthy  
Life with Chronic  
Conditions." \*

DOAS19AAA003

Sussex County

Title III D Funding Request

**Target Population:**

(i.e. Ambulatory Adults 60+, concerned about falling, interested in improving flexibility, balance and strength.)

60+ and caregivers, those  
concerned with living with  
diabetes \*

DOAS19AAA003  
Sussex County  
Title III D Funding Request

**Authority:**

The operating division of the U.S. Department of Health and Human Services (HHS) already considering the program as evidence-based. Program is listed in their registry.

URL: \*

If proposed evidence-based health promotion plan is not listed in an HHS registry as evidence-based, program must satisfy all 5 components for the federal title III D funding definition (as of 10/1/16). Complete all questions below and remainder of the form.

[ ] Demonstrated through evaluation to be effective for improving the health and wellbeing or reducing disease, disability, and/or injury among older adults; **and**

Insert the name of a recent article and hyperlink to the article substantiating the proposed program satisfies the 5 criteria to the left:

[ ] Proven effective with the older adult population, using Experimental or Quasi-Experimental Design, **and**

**Article Name:**

**Article Link**

[ ] Research results published in a peer-review journal; **and**

Insert the name of a recent article and hyperlink to the pre- & post- test evaluation reports:

[ ] Fully translated in one or more community site(s); **and**

**Evaluation Reports**

**Link**

[ ] Includes developed dissemination products that are available to the public.

Pre-Test Evaluation Report

Post-Test Evaluation Report

DOAS19AAA003  
Sussex County  
Title III D Funding Request

Evidence-Based Program/Implementation Details

Service Code and Service Taxonomy Name: \*

Evidence-Based Program Meets Components and Standards of the service taxonomy selected.

326 - Physical Health       328 - Mental Health  
 330 - Physical Activity       331 - Education

Service Levels: \*

Number of Unduplicated Clients to be served in APC contract year

In APC Contract year

# Unduplicated clients

333 \*

Number of Service Units to be provided for APC contract year

# Service Units

333 \*

Title III Funding:

In APC Contract year

Total amount of Title III D funds allocated:

\$13,990 \*

Total service budget (funds from all sources):

\$2,332 \*

Program Facilitator/Leader:

Leader(s) current/valid certification/licensing on file at AAA.

Program Materials:

Leader Implementation Manual on file at AAA.

Program dissemination products/participant materials on file and attached here:

[https://njsage.intelligrants.com/\\_Upload/1865332\\_1551413-DiabetesSelf-ManagementFlyer.doc](https://njsage.intelligrants.com/_Upload/1865332_1551413-DiabetesSelf-ManagementFlyer.doc)

Service Provider

Service Provider (Official "Legal" Name)

Sussex County Division of Senior Services \*

Provider Address

One Spring Street \*

City: Newton \*

State:

New Jersey \*

Zip Code:

07860 \*



DOAS19AAA003  
Sussex County  
Title III D Funding Request

Check all that apply:

AAA (Direct Service)  Governmental  Proprietary  Non-Profit  New Provider (First Time Contract with AAA)

Director Name:  \* Director Title:  \*  
Telephone:  \* Fax:  Email:  \*

Program Sites: Various locations and sites throughout Sussex County.

\* By Checking this box, you certify that the information listed above is accurate to the best of your knowledge.

DOAS19AAA003  
Sussex County  
Title III D Funding Request

New Jersey Department of Human Services/Division of Aging Services/Office of Area Agency on Aging Administration

**Information Form For Substantiating Evidence-Based Health Promotion Program**

**Excerpt of Policy Memorandum number 2015-10; I-10 effective 10/1/2016:** In accordance with the federal law evidence-based requirement, beginning October 1, 2016, Area Plan Contract 2016 Title IIID funds shall be expended on evidence-based health promotion programs that meet the Administration on Aging's Title IIID criteria. Written DoAS approval is required each year (or with change in circumstances) prior to program implementation. AAAs shall not expend title III D funds or implement a program denied by DoAS. AAAs shall retain documentation of the evidence supporting their approved Title IIID health promotion program(s).

Area Agency on Aging

Sussex County

Date Submitted in SAGE

10/15/2018 \*

Area Plan Contract (APC)  
Period

1/1/2019 \*

to

12/31/2019 \*

Anticipated Contract  
Dates

1/1/2019 \*

to

12/31/2019 \*

Estimated Date of Program  
Implementation

1/1/2019 \*

**Evidence-Based Health Promotion Program Details**

**Evidence-Based Health Promotion Program Name:**

Stress-Busting Program For  
Family Caregivers \*

Identifiable program name not service, service component,  
or practice.

**Program Goals:**

(i.e. Reduce falls, promote balance and strength, and  
increase knowledge of environmental factors.)

Improve the quality of life  
for family caregivers who  
provide care for person's  
with Alzheimer's disease or  
other related dementias by  
helping them manage stress  
and cope better with their  
lives through support,  
education and problem  
solving. \*

DOAS19AAA003

Sussex County

Title III D Funding Request

**Target Population:**

(i.e. Ambulatory Adults 60+, concerned about falling,  
interested in improving flexibility, balance and strength.)

Those 60+ and/or caregivers \*  
for those with Alzheimer's  
disease or other dementia's.

DOAS19AAA003  
Sussex County  
Title III D Funding Request

**Authority:**

The operating division of the U.S. Department of Health and Human Services (HHS) already considering the program as evidence-based. Program is listed in their registry.

URL:  \*

If proposed evidence-based health promotion plan is not listed in an HHS registry as evidence-based, program must satisfy all 5 components for the federal title III D funding definition (as of 10/1/16). Complete all questions below and remainder of the form.

[ ] Demonstrated through evaluation to be effective for improving the health and wellbeing or reducing disease, disability, and/or injury among older adults; **and**

Insert the name of a recent article and hyperlink to the article substantiating the proposed program satisfies the 5 criteria to the left:

[ ] Proven effective with the older adult population, using Experimental or Quasi-Experimental Design, **and**

**Article Name:**

**Article Link**

[✓] Research results published in a peer-review journal; **and**

Insert the name of a recent article and hyperlink to the pre- & post- test evaluation reports:

[ ] Fully translated in one or more community site(s); **and**

**Evaluation Reports**

**Link**

[ ] Includes developed dissemination products that are available to the public.

Pre-Test Evaluation Report

Post-Test Evaluation Report

Title III D Funding Request

Evidence-Based Program/Implementation Details

Service Code and Service Taxonomy Name: \*

Evidence-Based Program Meets Components and Standards of the service taxonomy selected.

- 326 - Physical Health
- 330 - Physical Activity

- 328 - Mental Health
- 331 - Education

Service Levels: \*

Number of Unduplicated Clients to be served in APC contract year

Number of Service Units to be provided for APC contract year

In APC Contract year

# Unduplicated clients

333 \*

# Service Units

333 \*

Title III Funding:

In APC Contract year

Total amount of Title III D funds allocated:

\$13,990 \*

Total service budget (funds from all sources):

\$2,332 \*

Program Facilitator/Leader:

Leader(s) current/valid certification/licensing on file at AAA.

Program Materials:

Leader Implementation Manual on file at AAA.

Program dissemination products/participant materials on file and attached here:

[https://njsage.intelligrants.com/\\_Upload/1865333\\_1551413-RecruitingFlyer.docx](https://njsage.intelligrants.com/_Upload/1865333_1551413-RecruitingFlyer.docx)

Service Provider

Service Provider (Official "Legal" Name)

Sussex County Division of Senior Services \*

Provider Address

One Spring Street \*

City: Newton \*

State:

New Jersey \*

Zip Code:

07860 \*

DOAS19AAA003

Sussex County

Title III D Funding Request

Check all that apply:

AAA (Direct Service)  Governmental  Proprietary  Non-Profit  New Provider (First Time Contract with AAA)

Director Name:

Lorraine Hentz \*

Director Title:

Director \*

Telephone:

973-579-0555 \*

Fax:

973-579-0550

Email:

seniorervices@sussex.nj.us \*

Program Sites:

Various locations and sites throughout Sussex County.

\* By Checking this box, you certify that the information listed above is accurate to the best of your knowledge.

DOAS19AAA003  
Sussex County  
Title III D Funding Request

New Jersey Department of Human Services/Division of Aging Services/Office of Area Agency on Aging Administration

**Information Form For Substantiating Evidence-Based Health Promotion Program**

**Excerpt of Policy Memorandum number 2015-10; I-10 effective 10/1/2016:** In accordance with the federal law evidence-based requirement, beginning October 1, 2016, Area Plan Contract 2016 Title IIID funds shall be expended on evidence-based health promotion programs that meet the Administration on Aging's Title IIID criteria. Written DoAS approval is required each year (or with change in circumstances) prior to program implementation. AAAs shall not expend title III D funds or implement a program denied by DoAS. AAAs shall retain documentation of the evidence supporting their approved Title IIID health promotion program(s).

Area Agency on Aging      Sussex County

Date Submitted in SAGE      10/15/2018 \*      Area Plan Contract (APC) Period      1/1/2019 \* to 12/31/2019 \*  
Anticipated Contract Dates      1/1/2019 \* to 12/31/2019 \*      Estimated Date of Program Implementation      1/1/2019 \*

**Evidence-Based Health Promotion Program Details**

**Evidence-Based Health Promotion Program Name:**      Walk With EASE      \*

Identifiable program name not service, service component, or practice.

**Program Goals:**      Self Directed Program to reduce pain and discomfort of arthritis, increase balance and strength, along with building confidence in the ability to physically active,      \*

(i.e. Reduce falls, promote balance and strength, and increase knowledge of environmental factors.)

**Target Population:**      Community dwelling adults with arthritis and other chronic conditions.      \*

(i.e. Ambulatory Adults 60+, concerned about falling, interested in improving flexibility, balance and strength.)

DOAS19AAA003  
Sussex County  
Title III D Funding Request

**Authority:**

The operating division of the U.S. Department of Health and Human Services (HHS) already considering the program as evidence-based. Program is listed in their registry.

URL: \*

If proposed evidence-based health promotion plan is not listed in an HHS registry as evidence-based, program must satisfy all 5 components for the federal title III D funding definition (as of 10/1/16). Complete all questions below and remainder of the form.

Demonstrated through evaluation to be effective for improving the health and wellbeing or reducing disease, disability, and/or injury among older adults; **and**

Insert the name of a recent article and hyperlink to the article substantiating the proposed program satisfies the 5 criteria to the left:

Proven effective with the older adult population, using Experimental or Quasi-Experimental Design, **and**

Article Name:

Article Link

Research results published in a peer-review journal; **and**

Insert the name of a recent article and hyperlink to the pre- & post- test evaluation reports:

Fully translated in one or more community site(s); **and**

Evaluation Reports

Link

Includes developed dissemination products that are available to the public.

Pre-Test Evaluation Report

Post-Test Evaluation Report



DOAS19AAA003  
Sussex County  
Title III D Funding Request

Evidence-Based Program/Implementation Details

**Service Code and Service Taxonomy Name: \***  
Evidence-Based Program Meets Components and Standards of the service taxonomy selected.

326 - Physical Health       328 - Mental Health  
 330 - Physical Activity       331 - Education

**Service Levels: \***

Number of Unduplicated Clients to be served in APC contract year      In APC Contract year  
# Unduplicated clients       \*

Number of Service Units to be provided for APC contract year      # Service Units       \*

**Title III Funding:**

In APC Contract year

Total amount of Title III D funds allocated:       \*

Total service budget (funds from all sources):       \*

**Program Facilitator/Leader:**       Leader(s) current/valid certification/licensing on file at AAA.

**Program Materials:**

Leader Implementation Manual on file at AAA.  
 Program dissemination products/participant materials on file and attached here:  
[https://njsage.intelligrants.com/\\_Upload/1865334\\_1551413-AFWalkWithEaseWorshopOutline\\_0216.pdf](https://njsage.intelligrants.com/_Upload/1865334_1551413-AFWalkWithEaseWorshopOutline_0216.pdf);C.pdf

Service Provider

**Service Provider (Official "Legal" Name)**       \*

**Provider Address**       \*

**City:**  \*      **State:**  \*      **Zip Code:**  \*

DOAS19AAA003  
Sussex County  
Title III D Funding Request

Check all that apply:

AAA (Direct Service)  Governmental  Proprietary  Non-Profit  New Provider (First Time Contract with AAA)

Director Name:  \* Director Title:  \*  
Telephone:  \* Fax:  Email:  \*

Program Sites: Various locations and sites throughout Sussex County. Staff is in the process of being trained as facilitators.

\* By Checking this box, you certify that the information listed above is accurate to the best of your knowledge.

Please enter detailed list of personnel and salaries.

1	2	3	4	5	6
Position Title	First Name	Last Name	Total Yearly Salary per W2	Standard Weekly Paid Hours	Weekly Hours on This APC Program (IPS)
Sec Asst. Typing	Christina	Marks	\$49,407	40	5

Total: \$49,407 40 5

Personnel Justification: 080

1	2	3	7	8	9	10	Cost Breakdown of Total Salary for this APC Program (IPS)	
							Cash Salary for this APC Program (IPS)	In-Kind Salary (Volunteer) for this APC Program (IPS)
Position Title	First Name	Last Name	Salary Charged to This APC Program (IPS) w/o Fringe	Fringe Rate	Fringe Cost for This APC Program (IPS)	Total Salary for this APC Program (IPS)		
Sec Asst. Typing	Christina	Marks	\$3,212	46.69%	\$1,500	\$4,712	\$4,712	\$0
				%	\$0	\$0		
				%	\$0	\$0		
				%	\$0	\$0		
				%	\$0	\$0		

Total:            \$3,212            46.69%            \$1,500            \$4,712            \$4,712            \$0

1	2	3	Funding Breakdown of Total Salaries for this APC Program (IPS)						
Position Title	First Name	Last Name	Allocated Funds	State Match/ Supplemental Funds	Local Public/ Private Funds	NSIP Funds	Other Income	FFP Reimbursement	Participant Income
Sec Asst. Typing	Christina	Marks	\$4,712	\$0	\$0	\$0	\$0	\$0	\$0
Total:			\$4,712	\$0	\$0	\$0	\$0	\$0	\$0

Allocated Fund: Title III D - Health Promotion - 10

Program Number: 080

Integrated Program Summary: 068

[ ] Approved by GMO or DHS Admin

<input checked="" type="checkbox"/> New <input type="checkbox"/> Revised <input type="checkbox"/> Delete		From: 1/1/2019 *	To: 12/31/2019 *
Calendar Year 2019 *	County Sussex County	Program # 068 *	
Program Name Assisted Transportation *		Provider Name To be Determined *	
Provider Address To be Determined *		Minority Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		Non-Profit Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		Proprietary Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
City TBD *	State New Jersey *	Zip 00000*	
Telephone XXX-XXX-XXXX *		Director TBD *	
Fax	Focal Point <input type="checkbox"/> ADRC Partner <input type="checkbox"/> Focal Point *	Type Initials ADRC FP	
Email	<input checked="" type="checkbox"/> Check here if not a Focal Point		
Provider Federal Tax ID Number 221487121 (#####) *			
Provider DUNS Number 03-994-3071 (##-###-####) *			
Is this Program held at additional sites? * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If Yes, please click the Sites/Locations link in the related pages section at the top or bottom of this form.			
Number of Sites/Locations for this IPS:			

Integrated Program Summary: 068

## Budget by Line Item

Name of Allocated Fund and Code: Title III E - National Family Caregiver Support Program  
(NFCSP) - 08

If Personnel has been filled out, please visit the Personnel Justification Form found in the Related Documents section at the bottom of the page.

Line Item	Cash	In-Kind	Total
Personnel	\$0	\$0	\$0
Consultant & Contract	\$9,958		\$9,958
Travel			\$0
Food			\$0
Building Space			\$0
Print & Office Supplies			\$0
Equipment			\$0
Other			\$0
Indirect Cost			\$0
<b>Total Budgeted Cost</b>	<b>\$9,958</b>	<b>\$0</b>	<b>\$9,958</b>

Integrated Program Summary: 068Budget by Funding Source

Name Of Allocated Fund	Title III E - National Family Caregiver Support Program (NFCSP) - 08	\$5,533
Additional Funds:	State Match	\$4,325
	Supplemental Funds	
	Local Public	
	Local Private	
	NSIP	
Income:	Other	
	Participant	\$100
Total:		\$9,958





Integrated Program Summary: 087

[ ] Approved by GMO or DHS Admin

<input checked="" type="checkbox"/> New <input type="checkbox"/> Revised <input type="checkbox"/> Delete		From: 1/1/2019 *	To: 12/31/2019 *
Calendar Year 2019 *	County Sussex County	Program # 087 *	
Program Name NFCSP Certified Home Halth Aide *		Provider Name Res-Care New Jersey, Inc. dba ResCare HomeCare *	
Provider Address 350 Sparta Avenue, Ste B-6B *		Minority Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		Non-Profit Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		Proprietary Provider * <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
City Sparta *	State New Jersey *	Zip 07871*	
Telephone 973-579-9333 *		Director Kathleen Goodling, RN *	
Fax 973-579-3303	Focal Point <input type="checkbox"/> ADRC Partner      Type Initials ADRC		
Email	Focal Point * <input type="checkbox"/> FP		
	[ <input checked="" type="checkbox"/> ] Check here if not a Focal Point		
Provider Federal Tax ID Number 611312327 (#####) *			
Provider DUNS Number 02-696-8905 (##-###-####) *			
Is this Program held at additional sites? * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If Yes, please click the Sites/Locations link in the related pages section at the top or bottom of this form.			
Number of Sites/Locations for this IPS:			

Integrated Program Summary: 087

## Budget by Line Item

Name of Allocated Fund and Code:

Title III E - National Family Caregiver Support Program  
(NFCSP) - 08

If Personnel has been filled out, please visit the Personnel Justification Form found in the Related Documents section at the bottom of the page.

Line Item	Cash	In-Kind	Total
Personnel	\$0	\$0	\$0
Consultant & Contract	\$24,473		\$24,473
Travel			\$0
Food			\$0
Building Space			\$0
Print & Office Supplies			\$0
Equipment			\$0
Other			\$0
Indirect Cost			\$0
<b>Total Budgeted Cost</b>	<b>\$24,473</b>	<b>\$0</b>	<b>\$24,473</b>

Budget by Funding Source

Name Of Allocated Fund	Title III E - National Family Caregiver Support Program (NFCSP) - 08	\$17,748
Additional Funds:	State Match	\$3,436
	Supplemental Funds	
	Local Public	
	Local Private	\$2,984
	NSIP	
Income:	Other	
	Participant	\$305
Total:		\$24,473



Integrated Program Summary: 022

[ ] Approved by GMO or DHS Admin

<input checked="" type="checkbox"/> New <input type="checkbox"/> Revised <input type="checkbox"/> Delete		From: 1/1/2019 *	To: 12/31/2019 *
Calendar Year 2019 *	County Sussex County	Program # 022 *	
Program Name Weekend Home Delivered Meals *		Provider Name To be Determined *	
Provider Address TDB *		Minority Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		Non-Profit Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		Proprietary Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
City TBD *	State New Jersey *	Zip 00000*	
Telephone 000-000-0000 *		Director To be Determined *	
Fax	Focal Point <input type="checkbox"/> ADRC Partner <input type="checkbox"/> Focal Point *		
Email	Type Initials ADRC FP <input checked="" type="checkbox"/> Check here if not a Focal Point		
Provider Federal Tax ID Number 221487121 (#####) *			
Provider DUNS Number 03-994-3071 (##-###-####) *			
Is this Program held at additional sites? * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If Yes, please click the Sites/Locations link in the related pages section at the top or bottom of this form.			
Number of Sites/Locations for this IPS:			

Integrated Program Summary: 022

## Budget by Line Item

Name of Allocated Fund and Code: State Weekend Home Delivered Meals (SWHDM) - 06

If Personnel has been filled out, please visit the Personnel Justification Form found in the Related Documents section at the bottom of the page.

Line Item	Cash	In-Kind	Total
Personnel	\$0	\$0	\$0
Consultant & Contract	\$27,450		\$27,450
Travel			\$0
Food	\$3,200		\$3,200
Building Space			\$0
Print & Office Supplies			\$0
Equipment			\$0
Other			\$0
Indirect Cost			\$0
<b>Total Budgeted Cost</b>	<b>\$30,650</b>	<b>\$0</b>	<b>\$30,650</b>

Integrated Program Summary: 022Budget by Funding Source

Name Of Allocated Fund	State Weekend Home Delivered Meals (SWHDM) - 06	\$13,000
Additional Funds:	State Match	
	Supplemental Funds	
	Local Public	\$3,462
	Local Private	\$13,588
	NSIP	
Income:	Other	
	Participant	\$600
Total:		\$30,650



Integrated Program Summary: 022

Service Code and Taxonomy Service Name

Service Units

Unduplicated Clients

Service Budget

Service Rate

<u>Service Code and Taxonomy Service Name</u>	<u>Service Units</u>	<u>Unduplicated Clients</u>	<u>Service Budget</u>	<u>Service Rate</u>
437 - State Weekend Home Delivered Meals - meal	800	20	\$30,650	\$38.31
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
<b>Total:</b>			<b>\$30,650</b>	

[ ] By checking this box, you certify that the information listed above is accurate to the best of your knowledge.

Certified BY: Agency Administrator, Lorraine Hentz, 8/28/2018

Consultant Contract  
[https://njsage.intelligrants.com/\\_Upload/1865293\\_1551876-CFCSHDM18.doc](https://njsage.intelligrants.com/_Upload/1865293_1551876-CFCSHDM18.doc)

Other Cost Detail

Integrated Program Summary: 072

[ ] Approved by GMO or DHS Admin

<input checked="" type="checkbox"/> New <input type="checkbox"/> Revised <input type="checkbox"/> Delete		From: 1/1/2019 *	To: 12/31/2019 *
Calendar Year 2019 *	County Sussex County	Program # 072 *	
Program Name Outreach *		Provider Name Sussex County Division of Social Services *	
Provider Address 83 Spring Street *		Minority Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		Non-Profit Provider * <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
		Proprietary Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
City Newton *	State New Jersey *	Zip 07860*	
Telephone 973-383-3600 *		Director Joan Bruseo *	
Fax 973-383-3627	Focal Point <input type="checkbox"/> ADRC Partner      Type Initials ADRC		
Email	[ <input checked="" type="checkbox"/> ] Focal Point *      FP		
Provider Federal Tax ID Number 226002477 (#####) *		[ ] Check here if not a Focal Point	
Provider DUNS Number 08-060-9969 (##-##-####) *			
Is this Program held at additional sites? * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If Yes, please click the Sites/Locations link in the related pages section at the top or bottom of this form.			
Number of Sites/Locations for this IPS:			

Integrated Program Summary: 072

## Budget by Line Item

Name of Allocated Fund and Code: Social Service Block Grant (SSBG) - 20

If Personnel has been filled out, please visit the Personnel Justification Form found in the Related Documents section at the bottom of the page.

Line Item	Cash	In-Kind	Total
Personnel	\$0	\$0	\$0
Consultant & Contract	\$15,577		\$15,577
Travel			\$0
Food			\$0
Building Space			\$0
Print & Office Supplies			\$0
Equipment			\$0
Other			\$0
Indirect Cost			\$0
<b>Total Budgeted Cost</b>	<b>\$15,577</b>	<b>\$0</b>	<b>\$15,577</b>

DOAS19AAA003

Sussex County

Integrated Program Summary: 072

Budget by Funding Source

Name Of Allocated Fund	Social Service Block Grant (SSBG) - 20	\$11,614
	State Match	
	Supplemental Funds	
Additional Funds:	Local Public	\$3,958
	Local Private	
	NSIP	
	Other	
Income:	Participant	\$5
Total:		\$15,577

DOAS19AAA003  
Sussex County  
Integrated Program Summary: 072

<u>Service Code and Taxonomy Service Name</u>	<u>Service Units</u>	<u>Unduplicated Clients</u>	<u>Service Budget</u>	<u>Service Rate</u>
104 - Outreach - contact	820	16	\$15,577	\$19.00
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
<b>Total:</b>			\$15,577	

By checking this box, you certify that the information listed above is accurate to the best of your knowledge.

Certified By: Agency Administrator, Lorraine Hentz, 8/28/2018

Consultant Contract  
[https://njsage.intelligrants.com/\\_Upload/1865294\\_1551876-18CMOutreachContract.doc](https://njsage.intelligrants.com/_Upload/1865294_1551876-18CMOutreachContract.doc)

Other Cost Detail

Integrated Program Summary: 019

[ ] Approved by GMO or DHS Admin

<input checked="" type="checkbox"/> New <input type="checkbox"/> Revised <input type="checkbox"/> Delete		From: 1/1/2019 *	To: 12/31/2019 *
Calendar Year 2019 *	County Sussex County	Program # 019 *	
Program Name Administration *		Provider Name AAA - Sussex County Division of Senior Services *	
Provider Address 1 Spring Street *		Minority Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		Non-Profit Provider * <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
		Proprietary Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
City Newton *	State New Jersey *	Zip 07860*	
Telephone 973-579-0555 *		Director Lorraine Hentz *	
Fax 973-579-0550	Focal Point <span style="float: right;">Type Initials</span>		
Email	[ <input checked="" type="checkbox"/> ] ADRC Partner <span style="float: right;">ADRC</span>		
	[ <input checked="" type="checkbox"/> ] Focal Point * <span style="float: right;">FP</span>		
	[ ] Check here if not a Focal Point		
Provider Federal Tax ID Number 226002477 (#####) *			
Provider DUNS Number 08-060-9969 (##-###-####) *			
Is this Program held at additional sites? * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If Yes, please click the Sites/Locations link in the related pages section at the top or bottom of this form.			
Number of Sites/Locations for this IPS: 1			

DOAS19AAA003  
 Sussex County  
Integrated Program Summary: 019

Budget by Line Item

Name of Allocated Fund and Code: Social Service Block Grant Admin - 21

If Personnel has been filled out, please visit the Personnel Justification Form found in the Related Documents section at the bottom of the page.

Line Item	Cash	In-Kind	Total
Personnel	\$1,291	\$0	\$1,291
Consultant & Contract			\$0
Travel			\$0
Food			\$0
Building Space			\$0
Print & Office Supplies			\$0
Equipment			\$0
Other			\$0
Indirect Cost			\$0
<b>Total Budgeted Cost</b>	<b>\$1,291</b>	<b>\$0</b>	<b>\$1,291</b>

Integrated Program Summary: 019Budget by Funding Source

Name Of Allocated Fund	Social Service Block Grant Admin - 21	\$1,291
Additional Funds:	State Match	
	Supplemental Funds	
	Local Public	
	Local Private	
	NSIP	
Income:	Other	
	Participant	
Total:		\$1,291



Integrated Program Summary: 019

<u>Service Code and Taxonomy Service Name</u>	<u>Service Units</u>	<u>Unduplicated Clients</u>	<u>Service Budget</u>	<u>Service Rate</u>
099 - Administration	0	0	\$1,291	\$1,291.00
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
Total:			\$1,291	

[ ✓ ] By checking this box, you certify that the information listed above is accurate to the best of your knowledge.

Certified By: Agency Administrator, Lorraine Hentz, 8/28/2018

Consultant Contract

Other Cost Detail

DOAS19AAA003  
 Sussex County  
Personnel Justification: 019

Please enter detailed list of personnel and salaries.

1	2	3	4	5	6
Position Title	First Name	Last Name	Total Yearly Salary per W2	Standard Weekly Paid Hours	Weekly Hours on This APC Program (IPS)
Sen Prog Dev Spec Aging	Diane	Friedberg	\$56,604	40	2

Total:           \$56,604           40           2

DOAS19AAA003  
Sussex County  
Personnel Justification: 019

1	2	3	7	8	9	10	Cost Breakdown of Total Salary for this APC Program (IPS)	
							Cash Salary for this APC Program (IPS)	In-Kind Salary (Volunteer) for this APC Program (IPS)
Position Title	First Name	Last Name	Salary Charged to This APC Program (IPS) w/o Fringe	Fringe Rate	Fringe Cost for This APC Program (IPS)	Total Salary for this APC Program (IPS)		
Sen Prog Dev Spec Aging	Diane	Friedberg	\$880	46.69%	\$411	\$1,291	\$1,291	\$0
					\$0	\$0		
					\$0	\$0		
					\$0	\$0		
					\$0	\$0		
<b>Total:</b>			<b>\$880</b>	<b>46.69%</b>	<b>\$411</b>	<b>\$1,291</b>	<b>\$1,291</b>	<b>\$0</b>

DOAS19AAA003  
 Sussex County  
Personnel Justification: 019

1	2	3	Funding Breakdown of Total Salaries for this APC Program (IPS)						
Position Title	First Name	Last Name	Allocated Funds	State Match/ Supplemental Funds	Local Public/ Private Funds	NSIP Funds	Other Income	FFP Reimbursement	Participant Income
Sen Prog Dev Spec Aging	Diane	Friedberg	\$1,291	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total:</b>			\$1,291	\$0	\$0	\$0	\$0	\$0	\$0

Allocated Fund: Social Service Block Grant Admin - 21  
 Program Number: 019

DOAS19AAA003  
Sussex County  
Integrated Program Summary: 060

[ ] Approved by GMO or DHS Admin

<input checked="" type="checkbox"/> New <input type="checkbox"/> Revised <input type="checkbox"/> Delete		From: 1/1/2019 *	To: 12/31/2019 *
Calendar Year 2019 *	County Sussex County	Program # 060 *	
Program Name Residential Maintenance *		Provider Name To be Determined *	
Provider Address TBD *		Minority Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		Non-Profit Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		Proprietary Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
City TBD *	State New Jersey *	Zip 00000*	
Telephone 000-000-000 *		Director TBD *	
Fax 000-000-0000	Focal Point <span style="float: right;">Type Initials</span>		
Email	[ ] ADRC Partner <span style="float: right;">ADRC</span>		
	[ ] Focal Point * <span style="float: right;">FP</span>		
	[ <input checked="" type="checkbox"/> ] Check here if not a Focal Point		
Provider Federal Tax ID Number 221777156 (#####) *			
Provider DUNS Number 06-080-8219 (##-###-####) *			
Is this Program held at additional sites? * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If Yes, please click the Sites/Locations link in the related pages section at the top or bottom of this form.			
Number of Sites/Locations for this IPS:			

Integrated Program Summary: 060

## Budget by Line Item

Name of Allocated Fund and Code: Safe Housing and Transportation Program (SHTP) - 11

If Personnel has been filled out, please visit the Personnel Justification Form found in the Related Documents section at the bottom of the page.

Line Item	Cash	In-Kind	Total
Personnel	\$0	\$0	\$0
Consultant & Contract	\$15,735		\$15,735
Travel			\$0
Food			\$0
Building Space			\$0
Print & Office Supplies			\$0
Equipment			\$0
Other			\$0
Indirect Cost			\$0
<b>Total Budgeted Cost</b>	<b>\$15,735</b>	<b>\$0</b>	<b>\$15,735</b>

Integrated Program Summary: 060Budget by Funding Source

Name Of Allocated Fund	Safe Housing and Transportation Program (SHTP) - 11	\$11,933
Additional Funds:	State Match	
	Supplemental Funds	
	Local Public	\$1,297
	Local Private	\$2,500
	NSIP	
Income:	Other	
	Participant	\$5
Total:		\$15,735

DOAS19AAA003

Sussex County

Integrated Program Summary: 060

Service Code and Taxonomy Service Name

<u>Service Units</u>	<u>Unduplicated Clients</u>	<u>Service Budget</u>	<u>Service Rate</u>
----------------------	-----------------------------	-----------------------	---------------------

211 - Residential Maintenance - hour	90	12	\$174.83
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
<b>Total:</b>			<b>\$15,735</b>

By checking this box, you certify that the information listed above is accurate to the best of your knowledge.

Certified By: Agency Administrator, Lorraine Hentz, 8/28/2018

Consultant Contract  
[https://njsage.intelligrants.com/\\_Upload/1865296\\_1551876-ESCORT18.doc](https://njsage.intelligrants.com/_Upload/1865296_1551876-ESCORT18.doc)

Other Cost Detail



Integrated Program Summary: 019

[ ] Approved by GMO or DHS Admin

<input checked="" type="checkbox"/> New <input type="checkbox"/> Revised <input type="checkbox"/> Delete		From: 1/1/2019 *	To: 12/31/2019 *
Calendar Year 2019 *	County Sussex County	Program # 019 *	
Program Name Administration *		Provider Name AAA - Sussex County Division of Senior Services *	
Provider Address 1 Spring Street *		Minority Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		Non-Profit Provider * <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
		Proprietary Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
City Newton *	State New Jersey *	Zip 07860*	
Telephone 973-579-0555 *		Director Lorraine Hentz *	
Fax 973-579-0550	Focal Point <span style="float: right;">Type Initials</span>		
Email	[ <input checked="" type="checkbox"/> ] ADRC Partner <span style="float: right;">ADRC</span>		
	[ <input checked="" type="checkbox"/> ] Focal Point * <span style="float: right;">FP</span>		
	[ ] Check here if not a Focal Point		
Provider Federal Tax ID Number 226002477 (#####) *			
Provider DUNS Number 08-060-9969 (##-###-####) *			
Is this Program held at additional sites? * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If Yes, please click the Sites/Locations link in the related pages section at the top or bottom of this form.			
Number of Sites/Locations for this IPS: 1			

Integrated Program Summary: 019

## Budget by Line Item

Name of Allocated Fund and Code: Safe Housing and Transportation Program Admin - 12

If Personnel has been filled out, please visit the Personnel Justification Form found in the Related Documents section at the bottom of the page.

Line Item	Cash	In-Kind	Total
Personnel	\$1,038	\$0	\$1,038
Consultant & Contract			\$0
Travel			\$0
Food			\$0
Building Space			\$0
Print & Office Supplies			\$0
Equipment			\$0
Other			\$0
Indirect Cost			\$0
<b>Total Budgeted Cost</b>	<b>\$1,038</b>	<b>\$0</b>	<b>\$1,038</b>

Integrated Program Summary: 019Budget by Funding Source

Name Of Allocated Fund	Safe Housing and Transportation Program Admin - 12	\$1,038
Additional Funds:	State Match	
	Supplemental Funds	
	Local Public	
	Local Private	
	NSIP	
Income:	Other	
	Participant	
Total:		\$1,038

DOAS19AAA003  
Sussex County  
Integrated Program Summary: 019

<u>Service Code and Taxonomy Service Name</u>	<u>Service Units</u>	<u>Unduplicated Clients</u>	<u>Service Budget</u>	<u>Service Rate</u>
099 - Administration	0	0	\$1,038	\$1,038.00
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
			Total:	\$1,038

[  ] By checking this box, you certify that the information listed above is accurate to the best of your knowledge.

Certified By: Agency Administrator, Lorraine Hentz, 8/28/2018

Consultant Contract

Other Cost Detail

DOAS19AAA003  
 Sussex County  
Personnel Justification: 019

Please enter detailed list of personnel and salaries.

1	2	3	4	5	6
Position Title	First Name	Last Name	Total Yearly Salary per W2	Standard Weekly Paid Hours	Weekly Hours on This APC Program (IPS)
Sen Prog Dev Spec Aging	Diane	Friedberg	\$56,604	40	2

Total:            \$56,604            40            2

DOAS19AAA003  
 Sussex County  
Personnel Justification: 019

1	2	3	7	8	9	10	Cost Breakdown of Total Salary for this APC Program (IPS)	
							Cash Salary for this APC Program (IPS)	In-Kind Salary (Volunteer) for this APC Program (IPS)
Position Title	First Name	Last Name	Salary Charged to This APC Program (IPS) w/o Fringe	Fringe Rate	Fringe Cost for This APC Program (IPS)	Total Salary for this APC Program (IPS)		
Sen Prog Dev Spec Aging	Diane	Friedberg	\$708	46.68%	\$330	\$1,038	\$1,038	\$0
				%	\$0	\$0		
				%	\$0	\$0		
				%	\$0	\$0		
				%	\$0	\$0		
<b>Total:</b>			<b>\$708</b>	<b>46.68%</b>	<b>\$330</b>	<b>\$1,038</b>	<b>\$1,038</b>	<b>\$0</b>

DOAS19AAA003  
 Sussex County  
Personnel Justification: 019

1	2	3	Funding Breakdown of Total Salaries for this APC Program (IPS)						
Position Title	First Name	Last Name	Allocated Funds	State Match/ Supplemental Funds	Local Public/ Private Funds	NSIP Funds	Other Income	FFP Reimbursement	Participant Income
Sen Prog Dev Spec Aging	Diane	Friedberg	\$1,038	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total:</b>			<b>\$1,038</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Allocated Fund: Safe Housing and Transportation Program Admin - 12  
 Program Number: 019

DOAS19AAA003

Sussex County

Integrated Program Summary: 019

[ ] Approved by GMO or DHS Admin

<input checked="" type="checkbox"/> New <input type="checkbox"/> Revised <input type="checkbox"/> Delete		From: 1/1/2019 *	To: 12/31/2019 *
Calendar Year 2019 *	County Sussex County	Program # 019 *	
Program Name Care Coordination *		Provider Name AAA - Sussex County Division of Senior Services *	
Provider Address 1 Spring Street *		Minority Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		Non-Profit Provider * <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
		Proprietary Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
City Newton *	State New Jersey *	Zip 07860*	
Telephone 973-579-0555 *		Director Lorraine Hentz *	
Fax 973-579-0550	Focal Point <input checked="" type="checkbox"/> ADRC Partner ADRC		
Email	Focal Point * <input checked="" type="checkbox"/> FP		
Provider Federal Tax ID Number 226002477 (#####) *		[ ] Check here if not a Focal Point	
Provider DUNS Number 08-060-9969 (##-###-####) *			
Is this Program held at additional sites? * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If Yes, please click the Sites/Locations link in the related pages section at the top or bottom of this form.			
Number of Sites/Locations for this IPS: 1			



Integrated Program Summary: 019

## Budget by Line Item

Name of Allocated Fund and Code: Care Management/Quality Assurance (CMQA) - 17

If Personnel has been filled out, please visit the Personnel Justification Form found in the Related Documents section at the bottom of the page.

Line Item	Cash	In-Kind	Total
Personnel	\$23,810	\$0	\$23,810
Consultant & Contract			\$0
Travel			\$0
Food			\$0
Building Space			\$0
Print & Office Supplies			\$0
Equipment			\$0
Other			\$0
Indirect Cost			\$0
<b>Total Budgeted Cost</b>	<b>\$23,810</b>	<b>\$0</b>	<b>\$23,810</b>

Integrated Program Summary: 019Budget by Funding Source

Name Of Allocated Fund	Care Management/Quality Assurance (CMQA) - 17	\$23,810
Additional Funds:	State Match	
	Supplemental Funds	
	Local Public	
	Local Private	
	NSIP	
Income:	Other	
	Participant	
Total:		\$23,810

DOAS19AAA003

Sussex County

Integrated Program Summary: 019

<u>Service Code and Taxonomy Service Name</u>	<u>Service Units</u>	<u>Unduplicated Clients</u>	<u>Service Budget</u>	<u>Service Rate</u>
099 - Administration	0	0	\$23,810	\$23,810.00
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
<b>Total:</b>			<b>\$23,810</b>	

[✓] By checking this box, you certify that the information listed above is accurate to the best of your knowledge.

Certified By: Agency Administrator, Lorraine Hentz, 8/28/2018

Consultant Contract

Other Cost Detail

DOAS19AAA003  
 Sussex County  
Personnel Justification: 019

Please enter detailed list of personnel and salaries.

1	2	3	4	5	6
Position Title	First Name	Last Name	Total Yearly Salary per W2	Standard Weekly Paid Hours	Weekly Hours on This APC Program (IPS)
Social Worker Aging	Lori	Baker	\$53,851	40	11

Total:           \$53,851           40           11

Personnel Justification: 019

1	2	3	7	8	9	10	Cost Breakdown of Total Salary for this APC Program (IPS)	
							Cash Salary for this APC Program (IPS)	In-Kind Salary (Volunteer) for this APC Program (IPS)
Position Title	First Name	Last Name	Salary Charged to This APC Program (IPS) w/o Fringe	Fringe Rate	Fringe Cost for This APC Program (IPS)	Total Salary for this APC Program (IPS)		
Social Worker Aging	Lori	Baker	\$16,234	46.67%	\$7,576	\$23,810	\$23,810	\$0
					\$0	\$0		
					\$0	\$0		
					\$0	\$0		
					\$0	\$0		
<b>Total:</b>			<b>\$16,234</b>	<b>46.67%</b>	<b>\$7,576</b>	<b>\$23,810</b>	<b>\$23,810</b>	<b>\$0</b>

DOAS19AAA003  
 Sussex County  
Personnel Justification: 019

1	2	3	Funding Breakdown of Total Salaries for this APC Program (IPS)						
Position Title	First Name	Last Name	Allocated Funds	State Match/ Supplemental Funds	Local Public/ Private Funds	NSIP Funds	Other Income	FFP Reimbursement	Participant Income
Social Worker Aging	Lori	Baker	\$23,810	\$0	\$0	\$0	\$0	\$0	\$0

Total:            \$23,810            \$0            \$0            \$0            \$0            \$0            \$0

Allocated Fund: Care Management/Quality Assurance (CMQA) - 17  
 Program Number: 019

Integrated Program Summary: 051

[ ] Approved by GMO or DHS Admin

<input checked="" type="checkbox"/> New <input type="checkbox"/> Revised <input type="checkbox"/> Delete		From: 1/1/2019 *	To: 12/31/2019 *
Calendar Year 2019 *	County Sussex County	Program # 051 *	
Program Name Senior Transportation *		Provider Name Sussex County Office of Transit/Skyland's Ride *	
Provider Address 83 Spring Street *		Minority Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		Non-Profit Provider * <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
		Proprietary Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
City Newton *	State New Jersey *	Zip 07860*	
Telephone 973-383-3600 *		Director Christine Florio *	
Fax 973-579-0550	Focal Point <span style="float: right;">Type Initials</span>		
Email	<input type="checkbox"/> ADRC Partner <span style="float: right;">ADRC</span>		
	<input type="checkbox"/> Focal Point * <span style="float: right;">FP</span>		
Provider Federal Tax ID Number 226002477 (#####) *		<input checked="" type="checkbox"/> Check here if not a Focal Point	
Provider DUNS Number 08-060-9969 (##-###-####) *			
Is this Program held at additional sites? * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If Yes, please click the Sites/Locations link in the related pages section at the top or bottom of this form.			
Number of Sites/Locations for this IPS:			

Integrated Program Summary: 051

## Budget by Line Item

Name of Allocated Fund and Code: Medicaid Match - 35

If Personnel has been filled out, please visit the Personnel Justification Form found in the Related Documents section at the bottom of the page.

Line Item	Cash	In-Kind	Total
Personnel	\$0	\$0	\$0
Consultant & Contract	\$1,711		\$1,711
Travel			\$0
Food			\$0
Building Space			\$0
Print & Office Supplies			\$0
Equipment			\$0
Other			\$0
Indirect Cost			\$0
<b>Total Budgeted Cost</b>	<b>\$1,711</b>	<b>\$0</b>	<b>\$1,711</b>



Integrated Program Summary: 051Budget by Funding Source

Name Of Allocated Fund	Medicaid Match - 35	\$1,706
Additional Funds:	State Match	
	Supplemental Funds	
	Local Public	
	Local Private	
	NSIP	
Income:	Other	
	Participant	\$5
Total:		\$1,711



Integrated Program Summary: 072

[ ] Approved by GMO or DHS Admin

<input checked="" type="checkbox"/> New <input type="checkbox"/> Revised <input type="checkbox"/> Delete		From: 1/1/2019 *	To: 12/31/2019 *
Calendar Year 2019 *	County Sussex County	Program # 072 *	
Program Name Care Management *		Provider Name Sussex County Division of Social Services *	
Provider Address 83 Spring Street *		Minority Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		Non-Profit Provider * <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
		Proprietary Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
City Newton *	State New Jersey *	Zip 07860*	
Telephone 973-383-3600 *		Director Joan Bruseo *	
Fax 973-383-3627	Focal Point <input type="checkbox"/> ADRC Partner ADRC		
Email	[ <input checked="" type="checkbox"/> ] Focal Point * FP		
Provider Federal Tax ID Number 226002477 (#####) *		[ ] Check here if not a Focal Point	
Provider DUNS Number 08-060-9969 (##-###-####) *			
Is this Program held at additional sites? * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If Yes, please click the Sites/Locations link in the related pages section at the top or bottom of this form.			
Number of Sites/Locations for this IPS:			

Integrated Program Summary: 072

## Budget by Line Item

Name of Allocated Fund and Code: Medicaid Match - 35

If Personnel has been filled out, please visit the Personnel Justification Form found in the Related Documents section at the bottom of the page.

Line Item	Cash	In-Kind	Total
Personnel	\$0	\$0	\$0
Consultant & Contract	\$1,900		\$1,900
Travel			\$0
Food			\$0
Building Space			\$0
Print & Office Supplies			\$0
Equipment			\$0
Other			\$0
Indirect Cost			\$0
<b>Total Budgeted Cost</b>	<b>\$1,900</b>	<b>\$0</b>	<b>\$1,900</b>

Budget by Funding Source

Name Of Allocated Fund	Medicaid Match - 35	\$1,895
Additional Funds:	State Match	
	Supplemental Funds	
	Local Public	
	Local Private	
	NSIP	
Income:	Other	
	Participant	\$5
Total:		\$1,900

Integrated Program Summary: 072

Service Code and Taxonomy Service Name

Service Units

Unduplicated Clients

Service Budget

Service Rate

105 - Care Management - 1/2 hour	100	4	\$1,900	\$19.00
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
<b>Total:</b>			<b>\$1,900</b>	

**By checking this box, you certify that the information listed above is accurate to the best of your knowledge.**

**Certified By:** Agency Administrator, Lorraine Hentz, 8/28/2018

Consultant Contract  
[https://njsage.intelligrants.com/\\_Upload/1865300\\_1551876-18CMOutreachContract.doc](https://njsage.intelligrants.com/_Upload/1865300_1551876-18CMOutreachContract.doc)

Other Cost Detail

Integrated Program Summary: 081

[ ] Approved by GMO or DHS Admin

<input checked="" type="checkbox"/> New <input type="checkbox"/> Revised <input type="checkbox"/> Delete		From: 1/1/2019 *	To: 12/31/2019 *
Calendar Year 2019 *	County Sussex County	Program # 081 *	
Program Name Caregiver Support Group *		Provider Name AAA - Sussex County Division of Senior Services *	
Provider Address 1 Spring Street *		Minority Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		Non-Profit Provider * <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
		Proprietary Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
City Newton *	State New Jersey *	Zip 07860*	
Telephone 973-579-0555 *		Director Lorraine Hentz *	
Fax 973-579-0550	Focal Point <span style="float: right;">Type Initials</span>		
Email	[ <input checked="" type="checkbox"/> ] ADRC Partner <span style="float: right;">ADRC</span>		
	[ <input checked="" type="checkbox"/> ] Focal Point * <span style="float: right;">FP</span>		
	[ ] Check here if not a Focal Point		
Provider Federal Tax ID Number 226002477 (#####) *			
Provider DUNS Number 08-060-9969 (##-###-####) *			
Is this Program held at additional sites? * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If Yes, please click the Sites/Locations link in the related pages section at the top or bottom of this form.			
Number of Sites/Locations for this IPS: 1			

Integrated Program Summary: 081

## Budget by Line Item

Name of Allocated Fund and Code: Medicaid Match - 35

If Personnel has been filled out, please visit the Personnel Justification Form found in the Related Documents section at the bottom of the page.

Line Item	Cash	In-Kind	Total
Personnel	\$1,986	\$0	\$1,986
Consultant & Contract			\$0
Travel			\$0
Food			\$0
Building Space			\$0
Print & Office Supplies			\$0
Equipment			\$0
Other			\$0
Indirect Cost			\$0
<b>Total Budgeted Cost</b>	<b>\$1,986</b>	<b>\$0</b>	<b>\$1,986</b>



Integrated Program Summary: 081Budget by Funding Source

Name Of Allocated Fund	Medicaid Match - 35	\$1,981
Additional Funds:	State Match	
	Supplemental Funds	
	Local Public	
	Local Private	
	NSIP	
Income:	Other	
	Participant	\$5
Total:		\$1,986



DOAS19AAA003  
 Sussex County  
Personnel Justification: 081

Please enter detailed list of personnel and salaries.

1	2	3	4	5	6
Position Title	First Name	Last Name	Total Yearly Salary per W2	Standard Weekly Paid Hours	Weekly Hours on This APC Program (IPS)
Social Worker Aging	Lori	Baker	\$53,851	40	1

**Total:**            \$53,851            40            1

DOAS19AAA003  
 Sussex County  
Personnel Justification: 081

1	2	3	7	8	9	10	Cost Breakdown of Total Salary for this APC Program (IPS)	
							Cash Salary for this APC Program (IPS)	In-Kind Salary (Volunteer) for this APC Program (IPS)
Position Title	First Name	Last Name	Salary Charged to This APC Program (IPS) w/o Fringe	Fringe Rate	Fringe Cost for This APC Program (IPS)	Total Salary for this APC Program (IPS)		
Social Worker Aging	Lori	Baker	\$1,354	46.67%	\$632	\$1,986	\$1,986	\$0
				%	\$0	\$0		
				%	\$0	\$0		
				%	\$0	\$0		
				%	\$0	\$0		
<b>Total:</b>			<b>\$1,354</b>	<b>46.67%</b>	<b>\$632</b>	<b>\$1,986</b>	<b>\$1,986</b>	<b>\$0</b>

DOAS19AAA003  
 Sussex County  
Personnel Justification: 081

1	2	3	Funding Breakdown of Total Salaries for this APC Program (IPS)						
Position Title	First Name	Last Name	Allocated Funds	State Match/ Supplemental Funds	Local Public/ Private Funds	NSIP Funds	Other Income	FFP Reimbursement	Participant Income
Social Worker Aging	Lori	Baker	\$1,981	\$0	\$0	\$0	\$0	\$0	\$5
<b>Total:</b>			<b>\$1,981</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5</b>

Allocated Fund: Medicaid Match - 35  
 Program Number: 081

Integrated Program Summary: 069

[ ] Approved by GMO or DHS Admin

<input checked="" type="checkbox"/> New <input type="checkbox"/> Revised <input type="checkbox"/> Delete		From: 1/1/2019 *	To: 12/31/2019 *
Calendar Year 2019 *	County Sussex County	Program # 069 *	
Program Name Adult Protective Services *		Provider Name Sussex County Division of Social Services *	
Provider Address 83 Spring Street *		Minority Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		Non-Profit Provider * <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
		Proprietary Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
City Newton *	State New Jersey *	Zip 07860*	
Telephone 973-383-3600 *		Director Joan Bruseo *	
Fax 973-383-3627		Focal Point <input type="checkbox"/> ADRC Partner	Type Initials ADRC
Email		<input checked="" type="checkbox"/> Focal Point *	FP
		<input type="checkbox"/> Check here if not a Focal Point	
Provider Federal Tax ID Number 226002477 (#####) *			
Provider DUNS Number 08-060-9969 (##-###-####) *			
Is this Program held at additional sites? *		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, please click the Sites/Locations link in the related pages section at the top or bottom of this form.			
Number of Sites/Locations for this IPS:			

Integrated Program Summary: 069

## Budget by Line Item

Name of Allocated Fund and Code: Adult Protective Services (APS) - 14

If Personnel has been filled out, please visit the Personnel Justification Form found in the Related Documents section at the bottom of the page.

Line Item	Cash	In-Kind	Total
Personnel	\$0	\$0	\$0
Consultant & Contract	\$75,082		\$75,082
Travel			\$0
Food			\$0
Building Space			\$0
Print & Office Supplies			\$0
Equipment			\$0
Other			\$0
Indirect Cost			\$0
<b>Total Budgeted Cost</b>	<b>\$75,082</b>	<b>\$0</b>	<b>\$75,082</b>

Budget by Funding Source

Name Of Allocated Fund	Adult Protective Services (APS) - 14	\$75,082
Additional Funds:	State Match	
	Supplemental Funds	
	Local Public	
	Local Private	
	NSIP	
Income:	Other	
	Participant	
Total:		\$75,082





Integrated Program Summary: 022

[ ] Approved by GMO or DHS Admin

<input checked="" type="checkbox"/> New <input type="checkbox"/> Revised <input type="checkbox"/> Delete		From: 1/1/2019 *	To: 12/31/2019 *
Calendar Year 2019 *	County Sussex County	Program # 022 *	
Program Name State Home Delivered Meals *		Provider Name To be Determined *	
Provider Address TBD *		Minority Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		Non-Profit Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		Proprietary Provider * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
City TBD *	State New Jersey *	Zip 00000*	
Telephone 000-000-0000 *		Director TBD *	
Fax	Focal Point <input type="checkbox"/> ADRC Partner <input type="checkbox"/> Focal Point * <input checked="" type="checkbox"/> Check here if not a Focal Point		
Email	Type Initials ADRC FP		
Provider Federal Tax ID Number 221487121 (#####) *			
Provider DUNS Number 03-994-3071 (##-###-####) *			
Is this Program held at additional sites? * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If Yes, please click the Sites/Locations link in the related pages section at the top or bottom of this form.			
Number of Sites/Locations for this IPS:			

Integrated Program Summary: 022

## Budget by Line Item

Name of Allocated Fund and Code: Supplemental Home Delivered Meals (SHDM) - 19

If Personnel has been filled out, please visit the Personnel Justification Form found in the Related Documents section at the bottom of the page.

Line Item	Cash	In-Kind	Total
Personnel	\$0	\$0	\$0
Consultant & Contract	\$30,416		\$30,416
Travel			\$0
Food			\$0
Building Space			\$0
Print & Office Supplies			\$0
Equipment			\$0
Other			\$0
Indirect Cost			\$0
<b>Total Budgeted Cost</b>	<b>\$30,416</b>	<b>\$0</b>	<b>\$30,416</b>

Integrated Program Summary: 022Budget by Funding Source

Name Of Allocated Fund	Supplemental Home Delivered Meals (SHDM) - 19	\$19,486
Additional Funds:	State Match	
	Supplemental Funds	
	Local Public	
	Local Private	
	NSIP	
Income:	Other	
	Participant	\$10,930
Total:		\$30,416



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Sussex County  
Agency Budget Plan

Agency: Sussex County

County: Sussex County

Title III Funding:

Funding Sources	Title III ADMIN	Title III B	Title III C1	Title III C2	Title III D Health Promotion	Other	Title III E	Fund Totals
New Funds		\$78,226	\$66,566	\$36,453	\$6,995	\$0	\$25,868	\$214,108
Administrative	\$21,410	(\$15,784)	(\$1,040)	(\$1,999)			(\$2,587)	\$0
Allocation Transfer		\$0	(\$6,565)	\$6,565				\$0
New Allocation	\$21,410	\$62,442	\$58,961	\$41,019	\$6,995	\$0	\$23,281	\$214,108
Prior Year Approved Carry Over		\$0	\$0	\$0	\$0	\$0	\$0	\$0
Prior Year Excess Funds		\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Match		\$452	\$0	\$9,514	\$0	\$0	\$7,761	\$17,727
Prior Year Approved State Match C/O		\$0	\$0	\$0	\$0	\$0	\$0	\$0
Prior Year State Match Excess Funds		\$0	\$0	\$0	\$0	\$0	\$0	\$0
Local Public	\$654,615	\$229,208	\$87,718	\$58,813				\$1,030,354
Local Private		\$9,809		\$23,346			\$2,984	\$36,139
Participant Income		\$1,945	\$24,000	\$28,070	\$5		\$405	\$54,425
Income Other		\$11,505		\$4,000				\$15,505
Supplemental Funds		\$50,861		\$6,571				\$57,432
NSIP			\$3,509	\$3,508				\$7,017
Allocation Total	\$676,025	\$366,222	\$174,188	\$174,841	\$7,000	\$0	\$34,431	\$1,432,707
Actual Contract Allocation (Entered by DoAS)		\$78,226	\$66,566	\$36,453	\$6,995	\$0	\$25,868	\$214,108
Federal Fund Balance		\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Match Fund Balance		\$0	\$0	\$0	\$0	\$0	\$0	\$0

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 Sussex County  
Agency Budget Plan

Funding Sources	MOE Requirement	NSIP Approved Carry Over	NSIP Excess Funds	NSIP Fund Balance
<b>New Funds</b>				
Administrative				
Allocation Transfer				
New Allocation				
Prior Year Approved Carry Over				
Prior Year Excess Funds				
State Match				
Prior Year Approved State Match C/O				
Prior Year State Match Excess Funds				
Local Private	\$515,580			
Local Public				
Participant Income				
Income Other				
Supplemental Funds				
NSIP		\$0	\$0	\$0
Allocation Total				

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Sussex County  
Agency Budget Plan

Non-Title III Funding:

Funding Sources	SHTP ADMIN	SHTP PROGRAM	SSBG ADMIN	SSBG PROGRAM	SWHDM PROGRAM	Supplemental Home Delivered Meals	Care Coord CMQA	APS PROGRAM
New Funds		\$12,971		\$12,905	\$13,000	\$19,486	\$23,810	\$75,082
Administrative	\$1,038	(\$1,038)	\$1,291	(\$1,291)				
Allocation Transfer								
New Allocation	\$1,038	\$11,933	\$1,291	\$11,614	\$13,000	\$19,486	\$23,810	\$75,082
Prior Year Approved Carry Over								
Prior Year Excess Funds								
State Match								
Prior Year Approved State Match C/O								
Prior Year State Match Excess Funds								
Local Public		\$1,297		\$3,958	\$3,462			
Local Private		\$2,500			\$13,588			
Participant Income		\$5		\$5	\$600	\$10,930		
Income Other								
Supplemental Funds								
NSIP								
Allocation Total	\$1,038	\$15,735	\$1,291	\$15,577	\$30,650	\$30,416	\$23,810	\$75,082
Actual Contract Allocation (Entered by DoAS)		\$12,971		\$12,905	\$13,000	\$19,486	\$23,810	\$75,082



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Agency Budget Plan

Funding Sources	MEDICAID MATCH	FFP Federal Financial Participation - Services - 30	FFP Federal Financial Participation - Admin - 31	SSBG Disaster Assistance	Community Based Senior Program	Non - APC	Special Programs
New Funds	\$5,582	\$0	\$0	\$0	\$0	\$0	\$0
Administrative							
Allocation Transfer							
New Allocation							
Prior Year Approved Carry Over	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Prior Year Excess Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Match							
Prior Year Approved State Match C/O							
Prior Year State Match Excess Funds							
Local Public							
Local Private							
Participant Income	\$15						
Income Other							
Supplemental Funds		\$0					
NSIP							
Allocation Total	\$5,597	\$0	\$0	\$0	\$0	\$0	\$0
Actual Contract Allocation (Entered by DoAS)	\$5,582	\$0	\$0	\$0	\$0	\$0	\$0
Federal Fund Balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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Sussex County  
Agency Budget Plan

Funding Sources	FUND TOTALS	CONTRACT TOTALS	Actual Allocation (Entered by DoAS)
<b>New Funds</b>	\$162,836	\$376,944	
Administrative	\$0	\$0	
Allocation Transfer	\$0	\$0	
<b>New Allocation</b>	\$162,836	\$376,944	
Prior Year Approved Carry Over	\$0	\$0	
Prior Year Excess Funds	\$0	\$0	
State Match	\$0	\$17,727	\$17,727
Prior Year Approved State Match C/O	\$0	\$0	
Prior Year State Match Excess Funds	\$0	\$0	
Local Public	\$8,717	\$1,039,071	
Local Private	\$16,088	\$52,227	
Participant Income	\$11,555	\$65,980	
Income Other	\$0	\$15,505	
Supplemental Funds	\$0	\$57,432	\$57,432
NSIP	\$0	\$7,017	\$7,017
<b>Allocation Total</b>	<b>\$199,196</b>	<b>\$1,631,903</b>	

Actual Contract Allocation (Entered by DoAS)	\$245,012	\$459,120
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Federal Fund Balance	\$0	\$0
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Sussex County  
Agency Budget Plan

Total Funds From State:	\$459,120
Fund Balance:	\$0
Total New Funds:	\$459,120
Funds from Other Sources:	\$1,172,783
Total Funds Needed:	\$1,631,903

Schedule D - Officers and Directors List: Jonathan M. Rose

List below the Name, Title, and Residence Address of all officers and board members of applicant.

**Officer 1:**

First Name: Jonathan M.  
Last Name: Rose  
Title: Director  
Address 1: One Spring Street  
Address 2:  
City: Newton  
State: New Jersey  
Zip Code: 07860

**Officer 2:**

First Name: Sylvia  
Last Name: Petillo  
Title: Deputy Director  
Address 1: One Spring Street  
Address 2:  
City: Newton  
State: New Jersey

Schedule D - Officers and Directors List: Jonathan M. Rose

Zip Code:

**Officer 3:**

First Name:

Last Name:

Title:

Address 1:

Address 2:

City:

State:

Zip Code:

**Officer 4:**

First Name:

Last Name:

Title:

Address 1:

Address 2:

City:

State:

Zip Code:

Schedule D - Officers and Directors List: Jonathan M. Rose

Officer 5:

First Name:

Last Name:

Title:

Address 1:

Address 2:

City:

State:

Zip Code:

Schedule G - Certification Regarding Debarment and Suspension

In accordance to Federal Executive Order 12549, "Debarment and Suspension", the undersigned certifies, to the best of his or her knowledge that as an applicant, this agency or its key employees:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal Department or agency, or by the State of New Jersey;
- b. have not within a 3-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense, in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contact under a public transportation; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. are not presently indicted or for otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any offenses enumerated in paragraph (b) of this certification; and
- d. have not within 3-year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause or default.

The applicant agrees that by submitting this application, it will obtain from all its subgrantees a certification that includes without modification paragraphs (a), (b), (c), (d), of this certification in accordance with Federal Executive Order 12549.

\* By Checking this box you certify that the above information is correct to the best of your knowledge.

Name of Official certifying for Agency

Lorraine Hentz \*

Title

DOAS19AAA003

Sussex County

Schedule G - Certification Regarding Debarment and Suspension

Director

\*



Schedule H - Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge that:

- a. No grant funds awarded from State and/or Federal appropriations have been paid or will be paid, by or on behalf of the grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any grant, the making of any loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any grant, loan, or cooperative agreement.
- b. If any funds other than State and/or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this, grant, loan, or cooperative agreement, the grantee shall complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form can be found by clicking [here](#).
- c. The grantee shall require that the language of this compliance requirement (certification) be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

\* By Checking this box you certify that the above information is correct to the best of your knowledge.

Name of Official certifying for Agency

Lorraine Hentz \*

Title

DOAS19AAA003

Sussex County

Schedule H - Certification Regarding Lobbying

Director

\*

Schedule J - Agency Minority Profile

The Department's Office of Minority Health has defined "minorities" as the four major race/ethnic minority populations (African Americans, Latinos/Hispanic, Asian/Pacific Islanders and American Indians/Eskimos as well as linguistic minority populations who are either non-English speaking or have limited English proficiency.

Complete this form if your agency is requesting funds from this Department for the first time or has not received funds in the last two (2) years from the Department.

1. Is this a **minority-managed** organization?\*

( ) (✓)  
Yes No

a. If Yes, place a check in the applicable box(es).

- Black/African American
- Hispanic/Latino
- American Indian
- Asian/Pacific Islander
- White, Not of Hispanic Origin
- Other

2. Is this agency serving a large minority population?\*

( ) (✓)  
Yes No

a. If Yes, place a check in the applicable box(es).

- Black/African-American
- Hispanic/Latino
- American Indian
- Asian/Pacific Islander

Schedule J - Agency Minority Profile

White, Not of Hispanic Origin

Other

3. Indicate all of the languages in which services are being provided by this organization, by placing a check in each applicable box:\*

English

Spanish

French

Creole

Other

Schedule K - Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, also known as the Pro-Children Act of 1994 (act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or Local Governments by Federal grants, contract loan or loan guarantee. The law also applies to children's services provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsibility entity.

Name of Official certifying for Agency

Lorraine Hentz \*

Title

Director \*

Schedule M - Certification Regarding Disclosure of Investment Activities in Iran**PART 1: CERTIFICATION**

APPLICANT / BIDDER MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list (on the web at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>) created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

- (✓) I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the NJ Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

- ( ) I am unable to certify as above because the bidder and / or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and / or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

Using attached sheets, provide a detailed, accurate and precise description of the activities of the bidding person/ entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above.

- [✓] I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am

DOAS19AAA003

Sussex County

Schedule M - Certification Regarding Disclosure of Investment Activities in Iran

authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

DOAS19AAA003

Sussex County

Schedule M - Certification Regarding Disclosure of Investment Activities in Iran

Name of Official certifying for Agency

Lorraine Hentz

Title

Director



Schedule I - Certification Sheet

- ✓ Yes N/A I certify that this agency will comply with the terms of this contract as outlined in the Standard Language Document for Social Service and Training Contracts.\*
- ✓ Yes N/A I have read the Certification Regarding Debarment and Suspension (Schedule G of the Application for Grant Funds) and certify to the best of my knowledge that as an applicant this agency and its key employees are in compliance with this requirement. I will also obtain such certification from all subgrantees in accordance with Federal Executive Order 12549. This form will be maintained on file in the agency's office. \*
- ✓ Yes N/A I have read the Certification Regarding Lobbying (Schedule H of the Application for Grant Funds) and, to the best of my knowledge, certify that this agency is in compliance. This form will be maintained on file in the agency's office. \*
- ✓ Yes N/A I have read the Certification Regarding Environmental Tobacco Smoke (Schedule K of the Application for Grant Funds) and have determined that the provisions of the pro-children Act of 1994 apply to this agency and to the best of my knowledge, certify that this agency is in compliance with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. This form will be maintained on file in the agency's office. \*
- ✓ Yes N/A I understand that my payments will depend on timely submission of all reports. \*
- ✓ Yes N/A I certify that the listing of the Officers and Directors and their addresses are correct and current. All changes in Officers and Directors, must be updated and reported within 10 working days. \*
- ✓ Yes N/A I have completed and submitted the Agency Minority Profile (Schedule J of the Application for Grant Funds) at least one time during the past two years. \*
- Yes ✓ N/A The Statement of Local Governmental Public Health Partnership (Page 2

Schedule I - Certification Sheet

of the Application for Grant Funds) has been sent to the Local Governmental Public Health Partnership Chairperson (or Local Health Officer, if applicable) for signature on the date of our submission of the application to the New Jersey Department of Health and Senior Services. \*

- ✓ Yes      N/A      I certify that this agency is not delinquent on any Federal or State debt. \*
  
- Yes      ✓ N/A      As a non-profit corporation, I certify that this agency has 501(c)(3) status as required by the Internal Revenue Service and is registered as a charitable organization in accordance with N.J.S.A. 45:17A-18 et seq. \*
  
- ✓ Yes      N/A      I have read, understand, and will comply with the instructions received with the grant application package. \*

Name of Official certifying for Agency

Lorraine Hentz \*

Title

Director \*

DOAS19AAA003  
Sussex County  
Required Attachments

N/A		Correction Needed	Attachment Approved
[ ]	<b>ORGANIZATIONAL CHART</b>	<a href="https://njsage.intelligent.com/_Upload/1865868_1551464-2019SeniorServicesOrganizationalChart.ppt">https://njsage.intelligent.com/_Upload/1865868_1551464-2019SeniorServicesOrganizationalChart.ppt</a>	<input type="checkbox"/>
[ ]	<b>CURRENT COUNTY FRINGE RATE (from County Treasurer)</b>	<a href="https://njsage.intelligent.com/_Upload/1865868_1551635-2019SussexCountyFringeRate.pdf">https://njsage.intelligent.com/_Upload/1865868_1551635-2019SussexCountyFringeRate.pdf</a>	<input type="checkbox"/>
[ ✓ ]	<b><u>NJ CHARITIES REGISTRATION</u></b>	<input type="checkbox"/>	<input type="checkbox"/>
[ ✓ ]	<b><u>PROOF OF NON PROFIT STATUS (501C3)</u></b>	<input type="checkbox"/>	<input type="checkbox"/>
[ ✓ ]	<b>CERTIFICATE OF INCORPORATION</b>	<input type="checkbox"/>	<input type="checkbox"/>
[ ✓ ]	<b>CERTIFICATE OF EMPLOYEE INFORMATION REPORT (AA302)</b>	<input type="checkbox"/>	<input type="checkbox"/>
[ ]	<b>STANDARDIZED BOARD RESOLUTIONS</b>	<a href="https://njsage.intelligent.com/_Upload/1865868_1551488-2019StandardBoardResolutionSussexCounty.pdf">https://njsage.intelligent.com/_Upload/1865868_1551488-2019StandardBoardResolutionSussexCounty.pdf</a>	<input type="checkbox"/>
[ ]	<b>BUSINESS ASSOCIATES AGREEMENT</b>	<a href="https://njsage.intelligent.com/_Upload/1865868_1551489-2019BAASussexCounty.pdf">https://njsage.intelligent.com/_Upload/1865868_1551489-2019BAASussexCounty.pdf</a>	<input type="checkbox"/>

Required Attachments

<input type="checkbox"/>	<b>COPY OF INTEREST BEARING BANK ACCOUNT STATEMENT</b>	<a href="https://njsage.intelligent.com/_Upload/1865868_1551467-CountyofSussexBankStatements.pdf">https://njsage.intelligent.com/_Upload/1865868_1551467-CountyofSussexBankStatements.pdf</a>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<b>PROOF OF INDIRECT RATE</b>		<input type="checkbox"/>
<input type="checkbox"/>	<b>PROGRAM INCOME STATEMENT</b>	<a href="https://njsage.intelligent.com/_Upload/1865868_1551469-SussexCountyProgramIncomePolicy8-18.doc">https://njsage.intelligent.com/_Upload/1865868_1551469-SussexCountyProgramIncomePolicy8-18.doc</a>	<input type="checkbox"/>
<input type="checkbox"/>	<b>AUDIT ENGAGEMENT LETTER</b>	<a href="https://njsage.intelligent.com/_Upload/1865868_1551470-AuditEngagementLetter-2018-2022.pdf">https://njsage.intelligent.com/_Upload/1865868_1551470-AuditEngagementLetter-2018-2022.pdf</a>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<b>STAFF RESUMES</b>		<input type="checkbox"/>
<input checked="" type="checkbox"/>	<b>SALARY RANGES</b>		<input type="checkbox"/>
<input checked="" type="checkbox"/>	<b>SALARY POLICY</b>		<input type="checkbox"/>
<input type="checkbox"/>	<b>TRAVEL POLICY</b>	<a href="https://njsage.intelligent.com/_Upload/1865868_1551474-SussexCountyTravelPolicy.doc">https://njsage.intelligent.com/_Upload/1865868_1551474-SussexCountyTravelPolicy.doc</a>	<input type="checkbox"/>
<input type="checkbox"/>	<b>TELEPHONE POLICY</b>	<a href="https://njsage.intelligent.com/_Upload/1865868_1551475-SussexCountyTelephonePolicy.pdf">https://njsage.intelligent.com/_Upload/1865868_1551475-SussexCountyTelephonePolicy.pdf</a>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<b>MAINTENANCE AGREEMENTS</b>		<input type="checkbox"/>

DOAS19AAA003

Sussex County

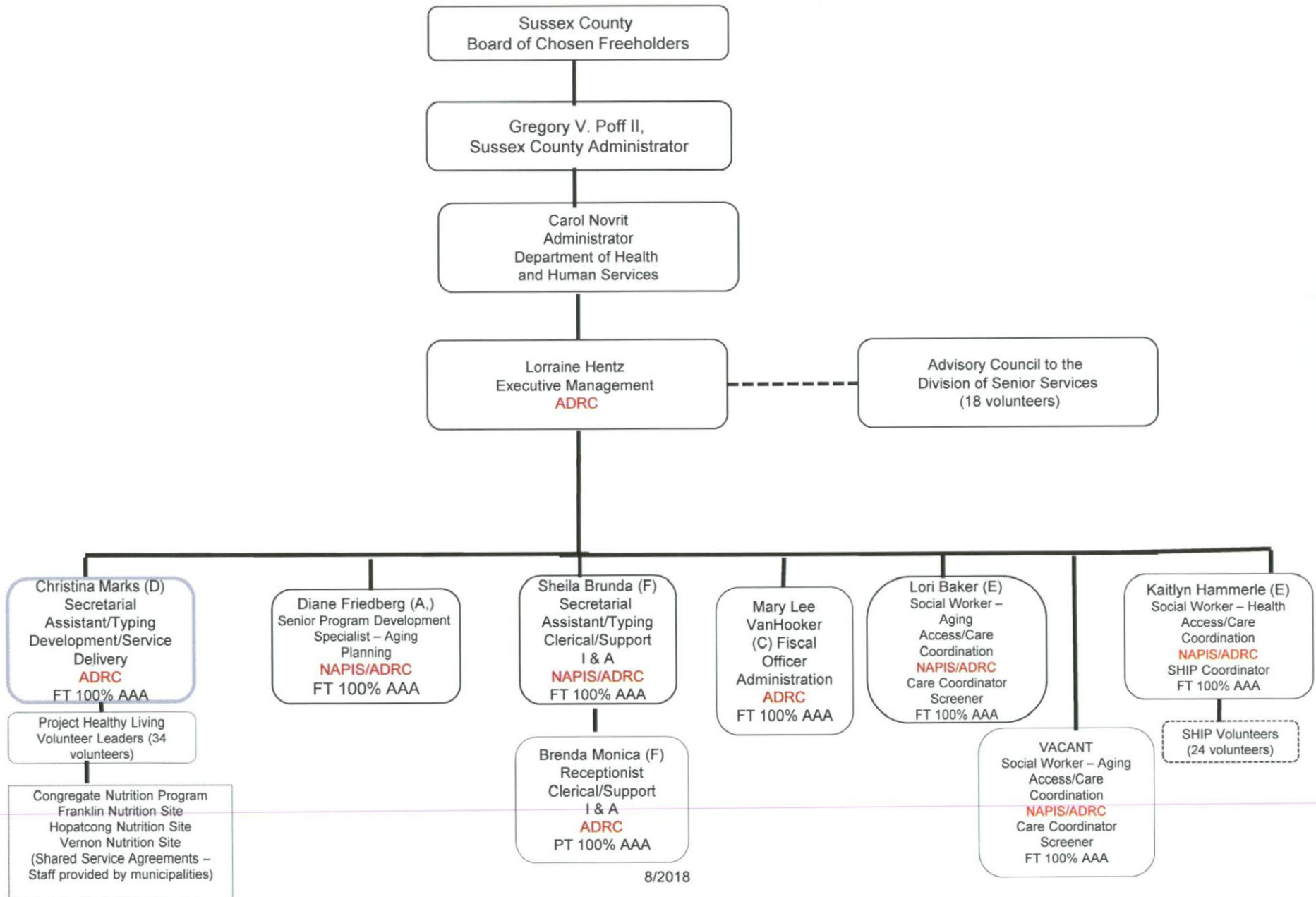
Required Attachments

- |       |                                       |   |                          |     |
|-------|---------------------------------------|---|--------------------------|-----|
| [ ✓ ] | <b>LEASE OR MORTGAGE<br/>DOCUMENT</b> | <input type="checkbox"/>  | [ ]                      |     |
| [ ]   | <b>INSURANCE POLICY</b>               | <a href="https://njsage.intelligent.com/_Upload/1865868_1551478-StateofNJ-GrantsCOI.pdf">https://njsage.intelligent.com/_Upload/1865868_1551478-StateofNJ-GrantsCOI.pdf</a> | <input type="checkbox"/> | [ ] |

Required Attachments

<input checked="" type="checkbox"/>	<b>COST ALLOCATION PLAN</b>		<input type="checkbox"/>
<input checked="" type="checkbox"/>	<b>ESTIMATES FOR EQUIPMENT</b>		<input type="checkbox"/>
<input type="checkbox"/>	<b>COMPUTER SECURITY POLICY</b>	<a href="https://njsage.intelligent.com/_Upload/1865868_1551481-InternetAUP-2002.pdf">https://njsage.intelligent.com/_Upload/1865868_1551481-InternetAUP-2002.pdf</a>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<b>CONSULTANT AGREEMENTS</b>		<input type="checkbox"/>
<input checked="" type="checkbox"/>	<b>STATEMENT OF GROSS REVENUE OR</b>		<input type="checkbox"/>
<input type="checkbox"/>	<b>ANNUAL AUDIT REPORT</b>	<a href="https://njsage.intelligent.com/_Upload/1865868_1551484-2017SussexCountyaudit.pdf">https://njsage.intelligent.com/_Upload/1865868_1551484-2017SussexCountyaudit.pdf</a>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<b>TAX CLEARANCE CERTIFICATE</b>		<input type="checkbox"/>

# SUSSEX COUNTY DIVISION OF SENIOR SERVICES – ADRC





**DEPARTMENT OF FINANCE AND  
LIBRARY SERVICES**  
Division of Finance  
Sussex County Administrative Center  
One Spring Street – 1<sup>st</sup> Floor  
Newton, New Jersey 07860  
Telephone: (973) 579-0300 ext. 1123  
FAX: (973) 579-0303  
E-mail: eyetter@sussex.nj.us

**Elke Yetter**  
*County Treasurer/CFO*

## County of Sussex

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### COUNTY OF SUSSEX

### 2019 FRINGE BENEFITS RATE

The following are the Fringe Benefit Rates to be utilized in Calendar Year 2019 based upon actual Calendar Year 2017 expenses. These rates were prepared by the County's cost consultant, TAG Consulting Group. The rates are applied against the total direct salaries and wages charged to the grant.

Group Medical Active	20.60%
Group Prescription Active	5.82%
Group Dental	1.24%
Employee Assistance Program	0.05%
Social Security & Medicare	7.21%
Workers Compensation	3.54%
Unemployment Compensation	0.08%
Temporary Disability	0.09%
PERS	13.59%
	<u>52.22%</u>

Elke Yetter, County Treasurer/CFO  
County of Sussex



State of New Jersey  
Department of Human Services

**SUBJECT:** Standardized Board Resolution Form

**EFFECTIVE:** This policy shall become effective August 1, 2009.

**PROMULGATED:** July 20, 2009

**SUPERCEDES:** Standardized Board Resolution Form, promulgated  
November 21, 2007

**PURPOSE:** The purpose of this policy circular is to standardize the content of the Provider Agency Board Resolutions across all Department of Human Services (DHS) Departmental Components to assure that all of the required obligations are identified and committed to by the Provider Agency Board.

I. SCOPE

This policy circular applies to all DHS Third Party incorporated contracted Provider Agencies, Universities/Colleges and for-profit organizations.

II. POLICY

Periodically Boards of Directors in conducting the business of their organizations attest to their actions or decisions by way of written resolutions. The DHS requires Contract Providers to complete and file the attached standard board resolution when executing a DHS Third Party Social Service Contract.

A. Requirements for completion, updating and submission

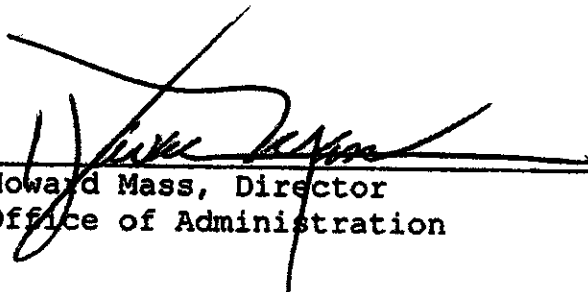
The Attachment I, Page 1 is to be completed by the Agency and the same for Attachment II.

When any changes occur which would affect the contents of the form, the Board is to convene and complete a new Board

Resolution and submit it to the Departmental Component within 10 business days of the change unless otherwise specified in the DHS policy.

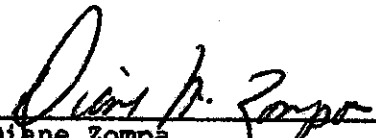
The completed form is to be returned to the Departmental Component with all other required contract documents as part of the contract package. (See Policy Circular P1.01, Documents and Conditions Required for Processing, Executing and Documenting a DHS Third Party Contract.)

Issued by:



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Howard Mass, Director  
Office of Administration



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Diane Zompa  
Chief of Staff  
Department of Human Services

STANDARDIZED BOARD RESOLUTION

The Board endorses the following commitments as defined in this document:

1. Health Insurance Portability and Accountability Act (HIPAA)\*

Specific to HIPAA (Health Insurance Portability and Accountability Act), the above noted Provider Agency is either (check A or B):

- A) a covered entity (as defined in 45 CFR 160.103)
- B) a non-covered entity and has executed a DHS Business Associate Agreement (BAA) last dated \_\_\_\_\_.
- C) a non-covered entity that will not be receiving or sharing personal health information.

Once executed, the BAA will be included in the Departmental Component's official contract file. The BAA *will be considered applicable indefinitely* unless there is a change in the Provider Agency's status, information or the content of the BAA, in which case it is the responsibility of the contracted Provider Agency to revise the BAA.

The Board agrees that if there is *any change* in their BAA Status the Departmental Component will be immediately notified and the appropriate information provided within 10 business days.

**\* This section is not applicable for DCF Office of Education Contracts.**

2. Legal Advice

The Board acknowledges that the Department of Human Services does not and will not provide legal advice regarding the contract or about any facet of the relationship between the Department of Human Services and the Provider Agency. The Board further acknowledges that any and all legal advice must be sought from the Provider Agency's own attorneys and not from the Department of Human Services.

DEPARTMENT OF HUMAN SERVICES (DHS)

Standardized Board Resolution Form

Supporting Information for Contract # DOAS19AAA003 for Contract  
Period January 1, 2019 to December 31, 2019.

Agency: County of Sussex, Division of Senior Services

Certification:

We certify that the information contained in, or included with, this contract document is accurate and complete.

\_\_\_\_\_  
Jonathan M. Rose  
Director, Board of Chosen Freeholders

\_\_\_\_\_  
Date

Lorraine Hentz  
Lorraine Hentz  
Executive Director

8/23/18  
\_\_\_\_\_  
Date

Authorized Signatories for Contract documents, checks and invoices are: (List full name and title) (add additional pages, if needed)

\_\_\_\_\_  
Elke Yetter  
Name

\_\_\_\_\_  
County Treasurer/CFO  
Title

Lorraine Hentz  
Lorraine Hentz  
Name

\_\_\_\_\_  
Executive Director  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

State of New Jersey  
DEPARTMENT OF HUMAN SERVICES

**BUSINESS ASSOCIATE AGREEMENT**  
Between

The New Jersey Department of Human Services  
Division of Aging Services

AND

Sussex County Division of Senior Services

This Business Associate Agreement (the "Agreement"), is entered into by and between Sussex County Division of Senior Services, (the "Business Associate") and the New Jersey Department of Human Services, Division of Aging Services, (the "Covered Entity") (collectively the "Parties").

WHEREAS, the Parties have entered into the following agreement: Area Plan Contract ("the Underlying Agreement), executed for the period 1/1/19 to 12/31/19; and

WHEREAS, the Business Associate may use, disclose, create, receive, maintain or transmit protected health information ("PHI") on behalf of the Covered Entity in connection with Business Associate's performance of its obligations under the above-referenced Underlying Agreement; and

WHEREAS, the Parties intend to ensure the confidentiality, privacy and security of PHI as required by Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 and the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the HIPAA Regulations), as updated by the Health Information Technology for Economic and Clinical Health (HITECH) Act, enacted under Title XII of the American Recovery and Reinvestment Act of 2009, and other applicable laws; and

WHEREAS, there are no underlying agreements associated with this Agreement other than the above-referenced Underlying Agreement;

**A. Definitions**

Unless otherwise provided for in this Agreement, terms used in this Agreement shall have the same meaning as set for the in HIPAA, HITECH, and the underlying regulations, including but not limited to the following: Availability, Breach, Confidentiality, Data Aggregation, Designated Record Set, Health Care Operations, Individual, Integrity, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, and Use. Specific definitions are as follows:

- a. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164, Subparts A and E.

- b. "Security Rule" shall mean the Standards for Security for the Protection of Electronic Protected Health Information, codified at 45 CFR Parts 160, 162 and 164.

**B. Obligations and Activities of Business Associate**

1. **Security Safeguards.** The Business Associate shall use appropriate safeguards and comply with Subpart C of 45 CFR Part 164, Security Standards to prevent the use or disclosure of Electronic Protected Health Information (ePHI), other than as authorized under this Agreement, and maintain a reasonable and appropriate privacy and security program that includes appropriate administrative, technical, organizational and physical safeguards to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
2. **Breach of Security and Privacy.** The Business Associate agrees to promptly notify the Covered Entity's Privacy Officer, as noted in Section H.46, of any Security Incident involving PHI of which it becomes aware and cooperate with Covered Entity in the investigation. Business Associate will report attempted but unsuccessful Security Incidents that do not result in any unauthorized access, use, disclosure, modification or destruction of PHI, or interference with an information system at Covered Entity's request. In addition, to the extent the information is available, the following information shall be provided to the Covered Entity as soon as possible, but no later than fourteen (14) days after the Business Associate becomes aware of such Security Incident:
  - a. Specify the nature of the unauthorized access, use or disclosure;
  - b. Identify the PHI accessed, used or disclosed;
  - c. Identify the cause of the security incident;
  - d. Identify the recipient(s) of the PHI;
  - e. Identify what corrective action took place or will take place to prevent further breaches;
  - f. Explain what was done or will be done to mitigate the harmful effect; and
  - g. Provide any other relevant information Covered Entity may need about a breach.
3. **Mitigation.** The Business Associate agrees to take prompt corrective action to mitigate any harmful effect of any use or disclosure of PHI, or Security Incident that is known to the Business Associate.
4. **Agents.** The Business Associate agrees to ensure that any officer, employee, contractor, subcontractor or agent to whom it provides PHI, which was received, maintained, created, used or transmitted by the Business Associate on behalf of the Covered Entity agrees in writing to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such PHI.
5. **Right of Access to PHI.** The Business Associate agrees to make available PHI in a designated record set maintained by the Business Associate or its agents or subcontractors to the Covered Entity as necessary to satisfy the Covered Entity's

obligations under 45 CFR 164.524 within ten days (10) days of the date of any such request. Business Associate agrees to forward all requests made directly to the Business Associate from individuals seeking access to PHI.

6. **Amendments.** The Business Associate agrees to make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526 within thirty (30) days of such a request, or take other measures as necessary to satisfy the Covered Entity's obligations under 45 CFR 164.526. The Business Associate shall provide written confirmation of the amendment(s) to the Covered Entity. Business Associate agrees to forward all requests made directly to the Business Associate from individuals seeking amendments to PHI.
7. **Access to books and records.** The Business Associate agrees to make its privacy and security program, its internal practices, books and records relating to the use, disclosure and security of PHI under this Agreement and the Underlying Agreement available to the Covered Entity within thirty (30) days of the date of such request, or to the Secretary of the U.S. Department of Health & Human Services, in a time and manner designated by the Secretary.
8. **Accounting of Disclosures.** The Business Associate agrees to maintain and make available the information and/or documentation required to provide an accounting of disclosures as necessary to satisfy the Covered Entity's obligations under 45 CFR 164.528. The Business Associate agrees to provide such information and/or documentation to the Covered Entity within thirty (30) days of a request for an accounting of disclosures. Business Associate agrees to forward all requests made directly to the Business Associate from individuals seeking an accounting of PHI.
9. **Confidential Communications.** Business Associate shall comply with any request from an individual to receive PHI via alternative means or at an alternative location approved by Covered Entity pursuant to 45 CFR 164.522(b), provided that Covered Entity notifies Business Associate in writing of the request
10. **Restrictions.** Business Associate shall comply with any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522(a) provided that Covered Entity notifies Business Associate in writing of the restriction obligation.
11. **Minimum Retention.** Business Associate will retain the documentation required pursuant to §164.316(b)(1) for six (6) years from the date of its creation or the date when it last was in effect, whichever is later.
12. **Inspect.** The Business Associate agrees that from time to time, upon reasonable notice, it shall allow the Covered Entity or its authorized agents or contractors, to inspect or review the facilities, systems, books, records and procedures of the Business Associate to monitor compliance with this Agreement or any other state or federal security safeguard review. In the event the Covered Entity, in its sole discretion, determines that the

Business Associate has violated any term of this Agreement, the Privacy Rule or Security Rule, it shall so notify the Business Associate in writing. The Business Associate shall promptly remedy the violation of any term of this Agreement and shall certify same in writing to the Covered Entity. The fact that the Covered Entity or its authorized agents or contractors inspect, fail to inspect or have the right to inspect the Business Associate's facilities, systems, books, records, and procedures does not relieve the Business Associate of its responsibility to comply with this Agreement. The Covered Entity's (1) failure to detect, or (2) detection but failure to notify the Business Associate, or (3) failure to require the Business Associate to remediate any unsatisfactory practices, shall not constitute acceptance of such practice or a waiver of the Covered Entity's enforcement rights under this Agreement. Nothing in this paragraph is deemed to waive Section G of this Agreement or the New Jersey Tort Claims Act, NJSA 59:1-1 et seq., as they apply to the Covered Entity

- 13. Cooperation.** The Business Associate shall make itself, and any employees, subcontractors or agents assisting the Business Associate in the performance of its obligations under this Agreement and the Underlying Agreement, available to testify as witnesses or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its officers, employees, based upon a claimed violation of the Privacy Rule, the Security Rule or other law relating to security and privacy, except where the Business Associate or its employee, subcontractor or agent is a named adverse party.
- 14. Response to Subpoena.** In the event Business Associate receives a subpoena or similar notice or request from any judicial, administrative or other party which would require the production of PHI received from, or created for, Covered Entity, Business Associate shall promptly forward a copy of such subpoena, notice or request to Covered Entity to afford Covered Entity the opportunity to timely respond to the demand for its PHI as Covered Entity determines appropriate according to its state and federal obligations.
- 15. Other Obligations.** To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under the Privacy Rule and/or Security Rule, the Business Associate shall comply with the requirements of such rules that apply to the Covered Entity in performance of such obligation(s).

#### **C. Permitted Uses and Disclosures**

- 16. General Uses.** The Business Associate shall not use or disclose PHI other than as permitted or required by the Agreement or as required by law. The Business Associate may use PHI for the functions, activities, or services performed for or on behalf of the Covered Entity as specified in the Contract provided that such use or disclosure would not violate this Agreement, the HIPAA regulations, or the HITECH Act. In the event that this Agreement conflicts with any other written agreement made between the Parties relating to the exchange of PHI, this Agreement shall control.



- 17. General Disclosures.** The Business Associate may disclose PHI for proper business management and administration of the Business Associate or to carry out its legal responsibilities provided that such disclosure is required by law, or the disclosure would not violate this Agreement, the Privacy Rule, or Notice of Privacy Practices if done by the Covered Entity, the Business Associate executes a business associate agreement containing the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such PHI with a subcontractor/person receiving the PHI, and the subcontractor/person notifies the Business Associate of any instances of which it is aware that the confidentiality of PHI has been breached. In the event that this Agreement conflicts with any other agreement relating to the access or use or disclosure of PHI, this Agreement shall control.
- 18. Use and Disclosure with Subcontractor.** A Business Associate may disclose Protected Health Information to a business associate that is a subcontractor and may allow the subcontractor to create, receive, maintain and transmit Protected Health Information on its behalf provided the Business Associate obtains satisfactory assurances in accordance with 45 CFR 164.504(e)(5). Use and disclosure is limited to the permitted use and disclosures of this agreement or contract.
- 19. Minimum Necessary.** Business Associate agrees to limit any use, disclosure, or request for use or disclosure of Protected Health Information to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the Privacy Rule.

**D. Obligations of Covered Entity**

- 20. Notice of Privacy Practice.** In accordance with 45 CFR 164.520, the Covered Entity shall notify the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices to the extent that such limitation may affect the Business Associate's use or disclosure of PHI.
- 21. Notification of Permissions.** The Covered Entity shall notify the Business Associate of any changes in or revocation of permission by an individual to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.
- 22. Notification of Restrictions.** The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- 23. Impermissible Requests by Covered Entity.** The Covered Entity shall not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity or under the Covered Entity's Notice of Privacy Practices or other policies adopted by the Covered Entity pursuant to the Privacy Rule.

## **E. Term and Termination**

- 24. Term.** This Agreement shall be effective as of the date the Agreement is fully executed and shall remain in effect until all PHI is returned to Covered Entity or destroyed in accordance with the terms of this Agreement.
- 25. Return or Destruction of PHI.** The Business Associate shall return PHI, and any Related Data, to Covered Entity in whatever form or medium that Business Associate received from or created on behalf of Covered Entity. In such case, no copies of such PHI and Related Data shall be retained. PHI and Related Data shall be returned as promptly as possible, but not more than thirty (30) days after the effective date of the conclusion of this Agreement or the Underlying Agreement. Business Associate may destroy PHI and any Related Data provided that Covered Entity has agreed. All PHI and Related Data must be destroyed using technology or a methodology that renders the PHI, or Related Data, unusable, unreadable, or undecipherable to unauthorized individuals as specified by HHS in its guidance at <http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/brguidance.html>. Acceptable methods for destroying PHI or Related Data include: (A) paper, film, or other hard copy media shredded or destroyed in order that PHI or Related Data cannot be read or reconstructed; and (B) electronic media cleared, purged or destroyed consistent with the standards of the National Institute of Standards and Technology (NIST). Redaction as a method of destruction of PHI or Related Data is specifically excluded. This provision shall also apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of PHI.
- 26. Infeasible Return or Disposal of PHI.** In the event that the Business Associate determines that returning or destroying the PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. The Covered Entity shall have the discretion to determine whether it is feasible for the Business Associate to return or destroy the PHI. If the Covered Entity determines it is feasible, the Covered Entity shall specify the terms and conditions for the return or destruction of PHI at the expense of the Business Associate. Upon the Covered Entity determining that the Business Associate cannot return or destroy PHI, the rights and obligations of the Parties established under this Agreement, HIPAA and the underlying regulations in regard to PHI shall survive the termination of this Agreement and shall continue, and the Business Associate shall limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI.
- 27. Certification.** Except when determined that the PHI cannot be returned or destroyed, the Business Associate shall provide the Covered Entity with a certification, within thirty (30) days of termination of the Agreement, that neither it nor its subcontractors or agents maintains any PHI received, maintained, created, used or transmitted by the Business Associate on behalf of the Covered Entity under this Agreement, in any form, whether paper, electronic, film or other. The Covered Entity shall acknowledge receipt of such

certification and, as of the date of such acknowledgement, this Agreement shall terminate.

**F. Breach Obligations**

**28. Effects of a Material Breach of this Agreement.** Upon the Covered Entity's knowledge of a material breach or violation(s) of any of the obligations under this Agreement by the Business Associate, the Covered Entity shall, at its discretion, either:

- a. Provide an opportunity for the Business Associate to cure the breach; or
- b. End the violation, upon such terms and conditions as the Covered Entity has specified; or
- c. The Covered Entity may terminate this Agreement and require that the Business Associate fully comply with the procedures specified in Section E., "Term and Termination."

**G. Indemnification and Release**

**29.** The Business Associate shall assume all risk and responsibility for, and agrees to indemnify, defend and save harmless the Covered Entity, its officers, agents and employees and each and every one of them, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs (including attorneys' fees and costs and court costs), and expenses in connection therewith, on account of loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from the Business Associate's use or misuse of PHI or from any action or inaction of the Business Associate or its officers, employees, agents or contractors with regard to PHI or the requirements of this Agreement, the Privacy Rule or Security Rule. Except in cases where indemnification is not permitted by law, this indemnification clause shall in no way limit the obligations assumed by the Business Associate under this Agreement, nor shall it be construed to relieve the Business Associate from any liability, nor preclude the Covered Entity from taking any other actions available to it under any other provisions of this Agreement, the Privacy Rule or at law.

**30.** Notwithstanding the above, the obligations assumed by the Business Associate herein shall not extend to or encompass suits, costs, claims, expenses, liabilities and judgments incurred solely as a result of actions or inactions of the Covered Entity.

**31.** The Business Associate further acknowledges the possibility of criminal sanctions and penalties for breach or violation of this Agreement or the Privacy Rule pursuant to 42 U.S.C. 1320d-6 and agrees to not seek indemnification from Covered Entity if such are imposed upon the Business Associate.

**32.** The Business Associate shall be responsible for, and shall at its own expense, defend itself against any and all suits, claims, losses, demands or damages of whatever kind or nature, arising out of or in connection with an act or omission of the Business Associate,

its employees, agents, or contractors, in the performance of the obligations assumed by the Business Associate pursuant to this Agreement. The Business Associate hereby releases the Covered Entity from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under State or federal laws, out of or in connection with the Business Associate's performance of the obligations assumed by the Business Associate pursuant to this Agreement.

33. The obligations of the Business Associate under this section shall survive the expiration of this Agreement.

#### **H. Miscellaneous**

34. **Data Ownership.** Neither the Business Associate nor its agents or subcontractors shall hold any data ownership rights with respect to the Protected Health Information created, used, maintained, or transmitted by the Business Associate for the Covered Entity under this Agreement.

35. **Governing Law.** Except where federal law applies, this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey without regard to principles of conflict of laws.

36. **Regulatory Reference.** A reference in this Agreement to a section in the Privacy Standards, Security Standards, HIPAA or 42 C.F.R. Part 2 means the section as in effect or as amended.

37. **Severability.** The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision.

38. **Amending Agreement.** The Business Associate and the Covered Entity agree to take such action as is necessary to amend this Agreement from time to time in order that the Covered Entity can continue to comply with the requirements of the Privacy and Security Rules and case law that interprets the Privacy and Security Rules. All such amendments shall be in writing and signed by both Parties. The Business Associate and the Covered Entity agree that this Agreement may be superseded by a revised Business Associate Agreement executed between the Parties after the effective date of this Agreement.

39. **Survival.** The respective rights and obligations of the Business Associate and the Covered Entity under Section E, "Term and Termination" shall survive the termination of the Contract. The respective rights and obligations of the Business Associate and the Covered Entity under Section G, "Indemnification and Release", shall survive the termination of this Agreement.

40. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the HIPAA and the HIPAA regulations, as they may be amended or interpreted by a court of competent jurisdiction.

- 41. Disclaimer.** The Covered Entity makes no warranty or representation that compliance by the Business Associate with this Agreement, HIPAA and the HIPAA regulations will be adequate or satisfactory for the Business Associate's own purposes. The Business Associate is solely responsible for all decisions made by the Business Associate regarding the safeguarding of PHI.
- 42. Third Party Beneficiaries.** Nothing expressed or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Business Associate and the Covered Entity, and any successor State agency to the Covered Entity, any rights, remedies, obligations or liabilities whatsoever.
- 43. Individually Identifiable Information.** The Business Associate acknowledges that Social Security numbers and Social Security Administration (SSA) records, information or data regarding individuals (records) are confidential and require safeguarding. Failure to safeguard Social Security numbers and other SSA records can subject the Business Associate and its employees to civil and criminal sanctions under Federal and State laws including the Federal Privacy Act at 5 U.S.C. 552a; Social Security Act sections 205 and 1106 (see 42 U.S.C. 405(c)(2)(C)(viii) and 42 U.S.C. 1306, respectively); and N.J.S.A. 56:8-164. The Business Associate shall ensure that all persons who will handle or have access under this Agreement to any Social Security Number or other SSA record will be advised of the confidentiality of the records; the safeguarding requirements to protect the records and prevent unauthorized access, handling, duplication and re-disclosure of the SSA records; and the civil and criminal sanctions for failure to safeguard the SSA records. The Business Associate shall enact and/or maintain safeguards necessary to protect these records and prevent the unauthorized or inadvertent access to, duplication of or disclosure of a Social Security number or other SSA record.
- 44. Medicaid Information.** The Business Associate acknowledges that all information related to the Children's Health Insurance Program (CHIP) and the Medicaid program is confidential, disclosure must be restricted to purposes directly connected with the administration of the CHIP and Medicaid State Plans, and Business Associate must comply with 42 C.F.R. 431.300 et seq. and N.J.A.C. 10:49-9.7. See also 42 U.S.C. 1396a(a)(7) and N.J.S.A. 30:4D-7.g. The Business Associate shall ensure that all persons who will handle or have access under this Agreement to Medicaid or CHIP information will be advised of the confidentiality of the records and the safeguarding requirements.
- 45. Drug and Substance Abuse Records.** The Business Associate acknowledges that any record that directly or indirectly identifies an individual as a current or former patient of a drug or alcohol program, as those terms are defined at 42 CFR §2.11 is confidential. Confidentiality applies to such records of deceased patients. The Business Associate shall ensure that all persons who will handle or have access under this Agreement to drug or substance abuse information will be advised of the confidentiality of the records, requirements to protect the records and prevent unauthorized access, handling, duplication and re-disclosure, except as permitted under 42 CFR Part 2.

**46. Notice Requirements.** Any notices to be given hereunder shall be made via email, and followed by notice via regular and certified U.S. mail, return receipt requested, and if possible, by facsimile to the addresses and facsimile numbers listed below:

Business Associate: Sussex County  
Division of Senior Services  
One Spring Street  
Newton, NJ 07860

Covered Entity:

Diane Giordano  
New Jersey Department of Human Services  
PO Box 723  
Trenton, NJ 08625-0723  
Diane.Giordano@dhs.state.nj.us  
609-584-5293  
Fax number: 609-584-5077

As the Covered Entity is a body corporate and politic of the State of New Jersey, the signature of its authorized representative is affixed below. The undersigned representative of the Covered Entity certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the Covered Entity to this document.

Additionally, the undersigned representative of the Business Associate certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the Business Associate to this document.


Covered Entity:

\_\_\_\_\_  
Signature

Louise Rush  
Acting Division Director  
Division of Aging Services

Dated: \_\_\_\_\_

Business Associate:

  
\_\_\_\_\_  
Signature

Printed Name: Lorraine Hentz  
Title: Director  
Agency: Sussex County Division of  
Senior Services

Dated: 8/23/18

301 00042 01 PAGE: 1  
ACCOUNT: ██████████ 2033 07/31/2018

County of Sussex  
Current Account  
1 Spring St  
Newton NJ 07860-2070

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GOVERNMENT CHECKING WITH INTEREST ACCOUNT ██████████ 2033

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AVG AVAILABLE BALANCE 22,422,636.93 LAST STATEMENT 06/29/18 25,739,275.24  
AVERAGE BALANCE 22,442,959.03 35 CREDITS 3,095,786.09  
16 DEBITS 8,666,660.66  
THIS STATEMENT 07/31/18 20,168,400.67

----- DEPOSITS -----

REF #	DATE	AMOUNT	REF #	DATE	AMOUNT	REF #	DATE	AMOUNT
	07/02	3,371.91		07/13	162,799.43		07/25	12,200.92
	07/03	124,959.59		07/16	58,552.99		07/27	24,651.83
	07/06	749.66		07/18	274,006.25		07/30	124,153.45
	07/09	65,055.20		07/20	32,513.61			
	07/11	10,238.55		07/23	4,868.22			

----- OTHER CREDITS -----

DESCRIPTION	DATE	AMOUNT
UPS GENERAL SERV EDI PAYMTS 629181506905681	07/02	50.00
3216000928 EFT PAYMT 062818 22600247799 NTE*SCP-17-PS-19\	07/02	27,476.25
LAKELAND BANK VENDOR ACH COUNTY OF SU255	07/03	1,666.67
3216000928 EFT PAYMT 070618 22600247799 NTE*FY18 PER DIEM MAY 18\	07/10	5,576.00
Wire Transfer: BK AMER NYC STATE OF NEW JERSEY	07/13	7,500.00
Wire Transfer: BK AMER NYC STATE OF NEW JERSEY	07/13	7,756.25
3216000928 EFT PAYMT 071318 22600247799 NTE*1-SH-SH17019-TANF ADMIN\	07/17	4,060.00
3216000928 EFT PAYMT 071318 22600247799 NTE*2-SH-SH17019-TANF ADMIN\	07/17	5,308.00
3216000928 EFT PAYMT 071318 22600247799 NTE*1-SH-SH17019-SSH ADMIN\	07/17	21,228.00
3216000928 EFT PAYMT 072018 22600247799 NTE*FY18 PER DIEM JUN 18\	07/24	408.00
118460145 ONLINE TRANSFER FROM ██████████ 4400 ON 7/24/18 AT 10:00	07/24	19,836.00
3216000928 EFT PAYMT 072018 22600247799 NTE*LOCAL BRIDGE-FY15,16,17 2/3\	07/24	375,000.00

\* \* \* C O N T I N U E D \* \* \*

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 ACCOUNT: ██████████ 2033 07/31/2018

County of Sussex  
 Current Account

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GOVERNMENT CHECKING WITH INTEREST ACCOUNT ██████████ 2033

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		OTHER CREDITS		
DESCRIPTION			DATE	AMOUNT
3216000928 EFT PAYMT 072018 22600247799 NTE*LOCAL			07/24	750,000.00
BRIDGE-FY15,16,17 3/3\				
3216000928 EFT PAYMT 072018 22600247799 NTE*LOCAL			07/24	750,000.00
BRIDGE-FY15,16,17 1/3\				
INTEREST FROM INTEREST CHECKING ACCOUNT ██████████ 2009			07/27	8.06
INTEREST FROM INTEREST CHECKING ACCOUNT ██████████ 2017			07/27	721.40
INTEREST FROM INTEREST CHECKING ACCOUNT ██████████ 2025			07/27	1,663.18
INTEREST FROM INTEREST CHECKING ACCOUNT ██████████ 6853			07/27	7,301.54
3216000928 EFT PAYMT 072518 22600247799 NTE*INSURANCE FRAUD			07/27	22,863.85
REIMBMT DCS 2\				
117579272 ONLINE TRANSFER FROM ██████████ 2017 ON 7/27/18 AT 9:12			07/27	152,449.39
3216000928 EFT PAYMT 072618 22600247799 NTE*JAG			07/30	3,549.00
1-19-16/FINAL/CFDA#16.738\				
INTEREST			07/31	33,242.89

		OTHER DEBITS		
DESCRIPTION			DATE	AMOUNT
119161392 ONLINE TRANSFER TO ██████████ 2017 ON 7/02/18 AT 11:52			07/02	638,165.34
119161379 ONLINE TRANSFER TO ██████████ 2009 ON 7/02/18 AT 11:52			07/02	801,710.25
Wire Transfer: LAKELAND BANK NJ Sussex County Clerk 161094			07/03	235.00
112641027 ONLINE TRANSFER TO ██████████ 2025 ON 7/10/18 AT 14:06			07/10	50.00
116161305 ONLINE TRANSFER TO ██████████ 2025 ON 7/12/18 AT 7:58			07/12	1,583,703.75
Wire Transfer: JPMCHASE For Credit of A/C Depository Trust 162069			07/16	31,350.00
116995175 ONLINE TRANSFER TO ██████████ 2025 ON 7/16/18 AT 8:36			07/16	35,248.22
117030067 ONLINE TRANSFER TO ██████████ 2025 ON 7/16/18 AT 8:40			07/16	189,142.89
117034692 ONLINE TRANSFER TO ██████████ 2025 ON 7/16/18 AT 8:40			07/16	195,898.12
117020447 ONLINE TRANSFER TO ██████████ 2025 ON 7/16/18 AT 8:39			07/16	390,718.24
114150668 ONLINE TRANSFER TO ██████████ 2017 ON 7/16/18 AT 15:52			07/16	610,622.51
117003726 ONLINE TRANSFER TO ██████████ 2025 ON 7/16/18 AT 8:37			07/16	660,049.02
114150654 ONLINE TRANSFER TO ██████████ 2009 ON 7/16/18 AT 15:52			07/16	790,884.86
116012829 ONLINE TRANSFER TO ██████████ 2025 ON 7/26/18 AT 7:55			07/26	803,998.27
110692844 ONLINE TRANSFER TO ██████████ 4419 ON 7/26/18 AT 12:23			07/26	1,875,000.00
COUNTY OF MORRIS CASH CONC JDC, YS, MED EX			07/30	59,884.19

\* \* \* C O N T I N U E D \* \* \*



301 00042 01 PAGE: 3  
ACCOUNT: ██████████ 2033 07/31/2018

County of Sussex  
Current Account

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GOVERNMENT CHECKING WITH INTEREST ACCOUNT ██████████ 2033

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- - - - - I N T E R E S T - - - - -

AVERAGE LEDGER BALANCE: 22,442,959.03 INTEREST EARNED: 33,242.89  
AVERAGE AVAILABLE BALANCE: 22,422,636.93 DAYS IN PERIOD: 32  
INTEREST PAID THIS PERIOD: 33,242.89 ANNUAL PERCENTAGE YIELD EARNED: 1.70%  
INTEREST PAID 2018: 203,435.05

- - - - - DAILY BALANCE - - - - -

DATE.....BALANCE	DATE.....BALANCE	DATE.....BALANCE
07/02 24,330,297.81	07/13 23,132,610.41	07/25 22,536,678.54
07/03 24,456,689.07	07/16 20,287,249.54	07/26 19,857,680.27
07/06 24,457,438.73	07/17 20,317,845.54	07/27 20,067,339.52
07/09 24,522,493.93	07/18 20,591,851.79	07/30 20,135,157.78
07/10 24,528,019.93	07/20 20,624,365.40	07/31 20,168,400.67
07/11 24,538,258.48	07/23 20,629,233.62	
07/12 22,954,554.73	07/24 22,524,477.62	

Balancing Your Checking Account

This form will assist you in balancing your checking account. Please complete all the information for the Statement Balance and Register Balance forms, and click the Calculate Balance buttons near the bottom of the page. When the Adjusted Statement and Adjusted Check Register Balances at the bottom of the page equals each other, you have balanced your checking account. If they do not equal each other, make sure all the information entered is correct and complete, and calculate and compare balances again.

Statement Balance Adjustment		
<b>Step 1: Enter Ending Balance of Statement:</b> [ ]		
<b>Step 2:</b> Go through your check copies/stubs or check register and mark off each check listed as paid, as well as deposits and withdrawals, on your statement. If you have written a check, deposited funds/money, or made withdrawals not listed on your statement, follow the instructions below to complete the fill-in section. <ul style="list-style-type: none"> <li>• Enter type of transaction (unpaid checks, deposits, and withdrawals) shown in your register and not on your statement.</li> <li>• Enter amount of the transaction</li> <li>• The BALANCE column is computed for you when you click the CALCULATE BALANCE button near the bottom of the page</li> </ul>		
Transaction	Amount	Balance
ATM Deposit <input type="checkbox"/>	[ ]	[ ]
ATM Deposit <input type="checkbox"/>	[ ]	[ ]
ATM Deposit <input type="checkbox"/>	[ ]	[ ]
ATM Deposit <input type="checkbox"/>	[ ]	[ ]
ATM Deposit <input type="checkbox"/>	[ ]	[ ]
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ATM Deposit <input type="checkbox"/>	[ ]	[ ]
ATM Deposit <input type="checkbox"/>	[ ]	[ ]
ATM Deposit <input type="checkbox"/>	[ ]	[ ]
ATM Deposit <input type="checkbox"/>	[ ]	[ ]
ATM Deposit <input type="checkbox"/>	[ ]	[ ]
<b>Step 3:</b> Click "Calculate Balance", and your final account balance will be displayed. <div style="text-align: center;"> <input type="button" value="Calculate Balance"/> <input type="button" value="Reset Form"/> </div> <b>Adjusted Statement Balance:</b> [ ]		

Register Balance Adjustment		
<b>Step 1: Enter Check Register Balance:</b> [ ]		
<b>Step 2:</b> Go through your checkbook register and compare recorded items to your statement. If ATM transactions, interest, fees/charges, incoming transfers (to your checking account), and outgoing transfers (from your checking account) are not recorded already in your checkbook register, follow the instructions below to complete the fill-in section. <ul style="list-style-type: none"> <li>• Enter type of transaction (ATM, interest, fee/charge, and transfers) shown on your statement and not in your register.</li> <li>• Enter amount of the transaction</li> <li>• The BALANCE column is computed for you when you click the CALCULATE BALANCE button near the bottom of the page</li> </ul>		
Transaction	Amount	Balance
ATM Deposit <input type="checkbox"/>	[ ]	[ ]
ATM Deposit <input type="checkbox"/>	[ ]	[ ]
ATM Deposit <input type="checkbox"/>	[ ]	[ ]
ATM Deposit <input type="checkbox"/>	[ ]	[ ]
ATM Deposit <input type="checkbox"/>	[ ]	[ ]
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ATM Deposit <input type="checkbox"/>	[ ]	[ ]
ATM Deposit <input type="checkbox"/>	[ ]	[ ]
ATM Deposit <input type="checkbox"/>	[ ]	[ ]
<b>Step 3:</b> Click "Calculate Balance", and your final book balance will be displayed. <div style="text-align: center;"> <input type="button" value="Calculate Balance"/> <input type="button" value="Reset Form"/> </div> <b>Adjusted Check Register Balance:</b> [ ]		

**COUNTY OF SUSSEX**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF SENIOR SERVICES**

**PROJECT INCOME GUIDELINES FOR**  
**SUSSEX COUNTY OLDER AMERICAN ACT PROGRAMS**

**PURPOSE**

To establish a policy on the handling of project income which will ensure the adequate safeguarding of and accounting for the voluntary suggested participant contributions, as well as ensure the privacy of the individual's donation.

**BACKGROUND**

Title III guidelines state, "each service provider must";

- 1.) Provide each older person with a free and voluntary opportunity to contribute to the cost of the service;
- 2.) Protect the privacy and confidentiality of each older person with respect to his or her contribution, or lack of contribution;
- 3.) Establish appropriate procedures to safeguard and account for all contributions; and
- 4.) Use all contributions to expand the services of the program under this part.

The State Division of Aging Services does not endorse the establishment of a contribution schedule because of its similarity to a means test.

**POLICY**

- 1.) All participants receive a letter at the inception of services that explains the "suggested voluntary donation."
- 2.) An envelope is provided with the letter to ensure confidentiality of the "suggested voluntary donation." The participant can hand deliver the sealed envelope or mail it directly to the service provider. Participant shall be clearly informed that there is no obligation to contribute and the contribution is purely voluntary
- 3.) Donations are sent directly to the service provider. The service provider will assume the primary responsibility for the adequate handling of participant donations and ensure that such collecting, counting, receipting and depositing of funds are made in conformance with this procedure. Two people must count the contributions.

- 4.) When the donations are received by the service provider they are counted and recorded to the program that they were received for. All cash donations are reviewed and counted by a second staff member.
- 5.) All donations are reported to the Sussex County Division of Senior Services as outlined in their respective contracts.
- 6.) All donations are used within the current year to expand the program services.
- 7.) A service provider that receives funds under the Older American Act funding may not deny any older person a service because the older person will not or cannot contribute to the cost of the service.



Mount Arlington Corporate Center  
200 Valley Road, Suite 300  
Mt. Arlington, NJ 07856  
973-328-1825 | 973-328-0507 Fax  
Lawrence Business Center  
11 Lawrence Road  
Newton, NJ 07880  
973-383-6699 | 973-383-6555

January 4, 2018

The Honorable Director and Members  
Of the Board of Chosen Freeholders  
County of Sussex  
One Spring Street  
Newton, NJ 07860

We are pleased to confirm our understanding of the services we are to provide the County of Sussex for the years ended December 31, 2018, December 31, 2019, December 31, 2020, December 31, 2021, and December 31, 2022. We will audit the financial statements of the various funds of County of Sussex as of and for the years ended December 31, 2018, 2019, 2020, 2021, and 2022. Supplementary information accompanies the County of Sussex's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

We have also been engaged to report on supplementary information that accompanies the County of Sussex's *regulatory basis* financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the *regulatory basis* financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the various funds financial statements or to the various funds financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and we will provide an opinion on it in relation to the *regulatory basis* financial statements as a whole in a report combined with our auditors' report on the financial statements:

- 1) Schedules of expenditures of federal and state awards.
- 2) Supplementary Data Schedules

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements – *regulatory basis* - are fairly presented, in all material respects, in accordance with accounting practices prescribed or permitted by the Department of Community Affairs, Division of Local Government Services, State of New Jersey (the "Division") and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the *regulatory basis* financial statements as a whole. The objective also includes reporting on —

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the *regulatory basis* financial statements in accordance with *Government Auditing Standards*.

The Honorable Director and Members of  
the Board of Chosen Freeholders  
County of Sussex  
Page 2  
January 4, 2018

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal and state statutes, regulations and the terms and conditions of federal and state awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996, Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and New Jersey's OMB Circular 15-08, *Single Audit Policy for Recipients of Federal Grants, State Grants, and State Aid* (NJ OMB 15-08).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the County's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County's internal control and compliance. The Uniform Guidance and NJ OMB 15-08 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and NJ OMB 15-08. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance and NJ OMB 15-08 and, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance and NJ OMB 15-08, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our single audit, if applicable. Our reports will be addressed to the The Honorable Director and Members Of the Board of Chosen Freeholders of the County of Sussex. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the *regulatory basis* financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the *regulatory basis* financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the *regulatory basis* financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the *regulatory basis* financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the *regulatory basis* financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the *regulatory basis* financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the County or to acts by management or employees acting on behalf of the County. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

The Honorable Director and Members of  
the Board of Chosen Freeholders  
County of Sussex  
Page 3  
January 4, 2018

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the *regulatory basis* financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the *regulatory basis* financial statements; schedules of expenditures of federal and state awards; federal and state award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Controls**

Our audit will include obtaining an understanding of the County and its environment, including internal control, sufficient to assess the risks of material misstatement of the *regulatory basis* financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the *regulatory basis* financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the *regulatory basis* financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, Uniform Guidance and NJ OMB 15-08.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the *regulatory basis* financial statements are free of material misstatement, we will perform tests of the County of Sussex's compliance with provisions of applicable

The Honorable Director and Members of  
the Board of Chosen Freeholders  
County of Sussex  
Page 4  
January 4, 2018

laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and NJOMB 15-08 require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations, and the terms and conditions of federal and state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* and the *New Jersey State Aid/Grant Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County of Sussex's major programs. The purpose of these procedures will be to express an opinion on the County of Sussex's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and NJ OMB 15-08.

#### **Other Services**

We will also assist in preparing the *regulatory basis* financial statements, the schedules of expenditures of federal and state awards, and related notes of the County of Sussex in accordance with accounting practices prescribed or permitted by the Division and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the *regulatory basis* financial statements, schedules of expenditures of federal and state awards, and related notes previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Management Responsibilities**

Management is responsible for (1) designing, implementing, establishing and maintaining effective internal controls, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the *regulatory basis* financial statements, the schedules of expenditures of federal and state awards, and all accompanying information in accordance with accounting practices prescribed or permitted by the Division and for compliance with applicable laws and regulations (including federal and state statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for including all informative disclosures that are appropriate for the *regulatory basis* financial statements prepared in accordance with accounting practices prescribed or permitted by the Division. Those disclosures will include (1) a description of the accounting policies of the County which are in accordance with the accounting practices applicable to municipalities which have been prescribed or permitted by the Division, including a summary of significant accounting policies, and how this basis of accounting differs from GAAP; (2) informative disclosures similar to those required by GAAP; and (3) additional disclosures beyond those specifically required that may be necessary for the *regulatory basis* financial statements to achieve fair presentation.



The Honorable Director and Members of  
the Board of Chosen Freeholders  
County of Sussex  
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January 4, 2018

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the *regulatory basis* financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the County from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the *regulatory basis* financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the *regulatory basis* financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the County involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the *regulatory basis* financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the County received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the County complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provision of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance and NJ OMB 15-08, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on January 1, 2018, January 1, 2019, January 1, 2020, January 1, 2021, and January 1, 2022.

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for preparation of the schedules of expenditures of state and federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance and NJ OMB 15-08. You agree to include our report on the schedules of expenditures of state and federal awards in any document that contains and indicates that we have reported on the schedules of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedules of expenditures of federal and state awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedules of expenditures of federal and state awards no later than the date the schedules of expenditures of state and federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedules of expenditures of federal and state awards in accordance with the Uniform Guidance and NJ OMB 15-08; (2) you believe the schedules of expenditures of federal and state awards, including its form and content, are fairly presented in accordance with the Uniform Guidance and NJ OMB 15-08; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedules of expenditures of federal and state awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in accordance with accounting practices prescribed or permitted by the Division. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited *regulatory basis* financial statements with any presentation of the supplementary information that includes our report thereon OR make the

The Honorable Director and Members of  
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January 4, 2018

audited *regulatory basis* financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with accounting practices prescribed or permitted by the Division; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with accounting practices prescribed or permitted by the Division; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to using the auditors' report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. With regard to the electronic dissemination of audited *regulatory basis* financial statements, including *regulatory basis* financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the *regulatory basis* financial statements, schedules of expenditures of federal and state awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the *regulatory basis* financial statements, schedules of expenditures of federal and state awards, and related notes and that you have reviewed and approved the *regulatory basis* financial statements, schedules of expenditures of federal and state awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them. We understand that you have designated the Chief Financial Officer, Robert Maikis, to be responsible and accountable for overseeing our services.

#### **Engagement Administration, Fees, and Other**

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide

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assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form, if applicable, that summarizes our audit findings. It is management's responsibility to submit the reporting package (including *regulatory basis* financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the County of Sussex and the Division; however, management is responsible for distribution of the reports and the *regulatory basis* financial statements to any other required parties. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Nisivoccia LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a Cognizant or Oversight Agency for Audit or its designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Nisivoccia LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by a Cognizant Agency, Oversight Agency for Audit, or Pass-through entity. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to issue our report no later than June 30, 2019, January 30, 2020, January 30, 2021, January 30, 2022, and January 30, 2023. Raymond Sarinelli is the engagement partner and is responsible for supervising the engagement and signing the reports.

We are not financial advisors under the SEC's definition related to debt issuances and we will not be performing those services.

Nisivoccia LLP will not act as dissemination agent for the County of Sussex in connection with the County of Sussex's obligations, if any, to provide secondary market disclosure. Our work to prepare secondary market disclosure documents shall consist of and be limited to (1) distribution of the County of Sussex's audited *regulatory basis* financial statements to the County of Sussex or its designated dissemination agent in an electronic format that complies with the requirements of the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Data Port, and (2) preparation of certain operating data, customarily consisting of the financial information, readily available in the *regulatory basis* financial statements of the County, contained in Appendix A to an Official Statement, and distribution of that data to the County of Sussex or its designated

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dissemination agent in an electronic format that complies with the requirements of the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Data Port. The County of Sussex, or its designated dissemination agent, shall remain responsible for filing required secondary market disclosure information and "material event" notices in accordance with any prior undertakings, and Nisivoccia LLP shall not have any responsibility nor liability for the failure of the County of Sussex, or its designated dissemination agent, to comply with the County of Sussex's secondary market disclosure undertakings.

With regard to the electronic dissemination of audited *regulatory basis* financial statements, including *regulatory basis* financial statements published electronically on your website and on the **Municipal Securities Rulemaking Board's Electronic Municipal Market Access Data Port**, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

**MSRB Municipal Advisor Rule:**

On September 18, 2013, the Securities and Exchange Commission (the "SEC") adopted a rule requiring that "municipal advisors" register with the Securities and Exchange Commission. A "municipal advisor" is someone that "provides advice to or on behalf of a municipal County with respect to municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues[.]" Nisivoccia LLP is not a registered Municipal Advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Exchange Act with respect to the municipal financial product or issuance of municipal securities. Accordingly, pursuant to the new Municipal Advisor rule and absent the available exception to the rule discussed below, Nisivoccia LLP cannot provide the County of Sussex with advice or recommendations regarding the issuance of municipal securities.

Under the Municipal Advisor rule, the County of Sussex may continue to receive advice from its auditor, bond counsel and other professionals, provided both the County of Sussex and the professional satisfy the "Issuer Has Hired an Independent Municipal Advisor Exemption". First, as municipal issuer, the County of Sussex needs to have (i) engaged an independent registered municipal advisor and (ii) made such engagement known in writing to the person seeking to rely on the exemption and/or post this declaration on the County of Sussex's web site. Second, the person relying on this exemption, such as us, your bond counsel and others, must:

1. obtain a written representation from the County of Sussex that it is represented by, and will rely on the advice of, an independent registered municipal advisor. The written representation from the County of Sussex may be a declaration posted on the County of Sussex's web site as long as the posting states that the representation is intended to establish the independent municipal advisor exemption pursuant to the Municipal Advisor rule;
2. provide written disclosure to the County of Sussex and its independent registered municipal advisor that, by obtaining such representation from the County of Sussex, the firm is not a municipal advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Exchange Act with respect to the municipal financial product or issuance of municipal securities; and
3. provide the written disclosure described above at a time and in a manner reasonably designed to allow the County of Sussex to assess the material incentives and conflicts of interest that such person may have in connection with the municipal advisory activities.

If the County of Sussex has engaged the services of a registered Municipal Advisor, we encourage you to notify us in accordance with paragraph 1 above. We have already provided to you in this letter the disclosure contained in paragraph 2 above, which we trust is being provided to you in the time and manner set forth in paragraph 3

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above. If the County of Sussex has not engaged the services of a registered Municipal Advisor, or has, but has not satisfied the requirements of the "Issuer Has Hired an Independent Municipal Advisor Exemption", then any services performed by us in connection with the issuance of municipal securities shall be performed pursuant to the Statements on Standards for Attestation Engagements and related Attestation Interpretations as issued by the American Institute of Certified Public Accountants, then currently in effect.

Our fee for these services will be as described in our proposal dated November 14, 2017. Fees for additional services will vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 120 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to County of Sussex and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the contract period. Accordingly, our 2014 peer review report accompanies this letter.

Very truly yours,

NISIVOCCIA LLP

  
Raymond G. Sarinelli, Partner

RESPONSE:

This letter correctly sets forth the understanding of the County of Sussex, and the Resolution adopted by the Board of Chosen Freeholders on December 13, 2017 is incorporated herein by reference.

By: 

Title: COUNTY TREASURER/CFO

Date: 2/20/18



351 Harvey Avenue, Suite A  
Greensburg, PA 15601-1911  
724 838 8322  
www.DeluzioCPA.com

Charles A. Deluzio, CPA  
Jeffrey P. Anzovino, CPA, MSA  
Joseph E. Petrillo, CPA  
Stacey A. Sanders, CPA, CSEP  
Lisa M. Altschaffl, CPA

## SYSTEM REVIEW REPORT

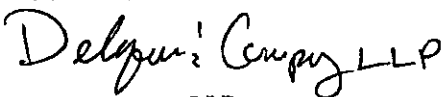
December 11, 2014

To the Partners of Nisivoccia LLP  
and the Peer Review Committee of the New Jersey Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Nisivoccia LLP (the firm) in effect for the year ended June 30, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at <http://www.aicpa.org/prsummary>.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*; audits of employee benefit plans, and examinations of service organizations [SOC 1 engagements].

In our opinion, the system of quality control for the accounting and auditing practice of Nisivoccia LLP in effect for the year ended June 30, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Nisivoccia LLP has received a peer review rating of *pass*.

  
Deluzio and Company LLP





DEPARTMENT OF HEALTH AND HUMAN SERVICES  
Division of Senior Services  
Sussex County Administrative Center  
One Spring Street  
Newton, New Jersey 07860-2069  
(973) 579-0555  
(973) 579-0550 FAX

Lorraine Hentz  
Director

## County of Sussex

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The Department of Central and Shared Services is in the process of updating the County of Sussex Employees Handbook. The new Employees Handbook will be distributed when completed.

The Office of Purchasing would like to clarify the County Mileage Reimbursement Policy:

### Mileage Reimbursement

An employee may request mileage reimbursement when a County owned vehicle is not available for use, the reimbursement has been authorized by the Department Head and the departmental budget has sufficient funds within their travel budget to cover the cost of reimbursement.

The Board of Chosen Freeholders has elected to follow the IRS rate for mileage reimbursement for work related travel. This amount is adjusted annually and is provided by Accounts Payable or can be found on the IRS website.

Reimbursable mileage is **exclusive of commuting mileage**. Commuting mileage is defined as the mileage between the employee's home and his/her routine place of business. Therefore, mileage shall only be reimbursed from the employee's assigned employment site to their destination point using the most direct, economical and usually traveled route. **No employee will be reimbursed for mileage considered commuting mileage.**

When two or more employees are traveling on County business to the same location, only one vehicle is eligible for reimbursement by the County.

All mileage reimbursement must be submitted on the proper travel voucher form (See attached Exhibit B). The form should include beginning and ending odometer readings, along with printed directions of clearly stated miles traveled. (MapQuest or Google Maps)

When applicable, employees may also submit reimbursement for parking costs and tolls when accompanied by receipts. Traffic violations (fines) are the responsibility of the employee, not the County.

July 2017

**Sussex County Employees' Handbook**  
Adopted by the Board of Chosen Freeholders on July 28, 1999

**PERSONAL PROPERTY**

The County assumes no responsibility for loss or damage to the personal property of an employee.

**PERSONAL TELEPHONE CALLS, USE OF  
FACSIMILE MACHINES, COMPUTER INTERNET AND E-MAIL ACCESS**

Much of the County's business is conducted over the telephone or with fax machines. The lines cannot be tied up with personal employee business. Personal calls, both incoming and outgoing, are discouraged.

The County recognizes that today, when all adult members of a household work, there may occasionally be times when personal calls or faxes must be made or received during work hours. Such calls or faxes must be held to a minimum, however, and must not interfere with the employee's work. Employees are encouraged to make such calls during their breaks or at lunch time and to use the public telephones provided at various locations throughout the County buildings.

In an emergency, phone calls or use of fax machines may be made or received. An emergency is regarded as illness or a severe injury to a member of one's family, changed plans regarding an employee's transportation home from work, extreme weather conditions, and so forth, with the supervisor's permission. Long "chatty" telephone conversations on unimportant matters may result in disciplinary action. Extensive and continuous use of the fax machines may result in disciplinary action.

When a long-distance call is made in an emergency situation or cannot be made at any other time during the day, the call shall be billed to the caller's home phone number. (Contact the operator for instructions.) If the call is not billed to the caller's home, the employee must submit a personal check to the County Treasurer to reimburse for the charge to the County. The employee must submit a personal check to the County Treasurer to reimburse the charge to the County for use of the facsimile machines.

Access to the INTERNET or E-Mail on County computers is for business purposes. Use of the INTERNET or E-Mail to access sexually explicit material or other non County related business shall be cause for disciplinary action<sup>10</sup>. Use of the County owned equipment for solicitation of funds, political messages, harassing messages is strictly prohibited. No employee should have any expectation of privacy when accessing the INTERNET or E-Mail.

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<sup>10</sup> Even if such access was accomplished during non-paid time.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/24/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Skylands Risk Management, Inc. P. O. Box 365 Newton, NJ 07860	CONTACT NAME: Wayne F. Dietz	
	PHONE (A/C, No. Ext): 973-396-1710 FAX (A/C, No.): 973-396-1711 E-MAIL ADDRESS: wfdietz@risksolutions.com PRODUCER CUSTOMER ID #:	
INSURED  County of Sussex One Spring Street Newton, NJ 07860	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: *Statewide Insurance Fund	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		SIF2018-07860SC	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		SIF2018-07860SC	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	N/A	WC-18-07860CSX	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Evidence of Insurance for any Grants that the County of Sussex, Division of Senior Services, applies for and administers during 2018.

CERTIFICATE HOLDER  State of New Jersey Department of Human Services P. O. Box 807 Trenton, NJ 08625-0807	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Wayne F. Dietz

**RESOLUTION RE: ESTABLISHING THE COUNTY OF SUSSEX INTERNET, INTRANET, ELECTRONIC MAIL AND VOICE MAIL ACCESS AND USE POLICY**

**WHEREAS**, the County Government provides its employees with tools and technology to provide vital services to County residents in as efficient and effective a manner as possible; and

**WHEREAS**, it is necessary to set forth a clear and understandable policy to guide managers and employees alike in the use of these tools and technology; and

**WHEREAS**, the Board of Chosen Freeholders has reviewed the attached Policy prepared by the Division of Technology and Information Management and the County Administrator in concert with many managers and staff.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Chosen Freeholders of the County of Sussex hereby adopts the attached as the "County of Sussex Internet, Intranet, Electronic Mail and Voice Mail Access and Use Policy," dated 25 September 2002; and

**BE IT FURTHER RESOLVED** that a certified copy of this Resolution and Policy be forwarded to all department administrators, division directors, office supervisors, constitutional officers, and administrators of independent agencies.

**CERTIFIED** as a true copy of the Resolution adopted by the Board on the 25th day of September, 2002.

*Elaine A. Morgan*  
 Elaine A. Morgan  
 Clerk of the Board

RECORD OF VOTE						
FREEHOLDER	AYE	NAY	N.V.	ABS	MOVE	SEC
Burrell	✓					
D'Angeli	✓					
Vetrano	✓					✓
Wirths	✓				✓	
Zellman				✓		

N.V. - Not Voting      SEC - Resolution Seconded  
 MOVE-Resolution Moved      ABS - Absent

**COUNTY OF SUSSEX  
INTERNET, INTRANET, ELECTRONIC MAIL, AND VOICE MAIL  
ACCESS AND USE POLICY**

**A. INTRODUCTION**

It is the policy of the County of Sussex that computers are provided to enable County employees to conduct County business in an efficient fashion. This Policy applies to all County employees authorized to access and use the internet and encompasses all decisions and activities affecting or affected by access or use of the internet by County employees and system users.

Employee access to the internet through established County facilities is offered as a tool for meeting the programmatic and operational needs of the County. County-provided internet access is considered County property and is to be used to conduct County business. Authorized users are expressly prohibited from County-provided internet access for personal or non-County business. Internet use is not private, and employees have no reasonable expectation of privacy in their use of County-provided equipment and internet access. The County reserves the right to review and monitor log listings, work stations, and file server space to ensure employee compliance with this Policy.

Use of the internet is a privilege which constitutes the acceptance of responsibilities and obligations that are subject to federal and state laws. Employees' use shall be legal, ethical, and respectful of intellectual property, ownership of data, and systems' security. Internet users may be subject to limitations on their use of the networks as determined by the appropriate supervising authority.

Requests for internet access must be accompanied by a statement explaining the business need for such access, endorsed by the employee's direct supervisor and department administrator. Approval of the County Administrator is required for internet access by County employees.

**Definitions**

1. Access: To gain the ability to view, read, and/or copy contents of a computer-generated and maintained file.
2. Disclosure: To expose a computer-generated and maintained file to the attention of someone other than the originator.
3. Electronic Mail: Non-interactive communication of text, data, and images between a sender and designated recipient(s) by systems utilizing telecommunications links. Electronic mail usually requires the sender and recipient(s) to enter a password as a precondition to access.

4. **Monitor:** The ability of a computer program or human to check, observe, track, or watch in order to detect errors, trends, discrepancies, opportunities, irregularities, and/or patterns.

### **Compliance and Violation**

Use of County-provided internet access is a privilege which may be revoked by the Department or County Administrator at any time. Reasons for termination include, but are not limited to, violations of this Policy or any standards or guidelines referenced herein. Termination of internet access may be with or without notice.

An employee shall be subject to disciplinary action, up to and including personal liability, for costs incurred by the County and termination of employment for the following:

- Obligating the County to pay for services without prior approval
- Misuse of electronic communications
- Unauthorized use of the internet or intranet
- Any other violation of this Policy

### **Offices of Sussex County Prosecutor and Sheriff**

With regard to the Offices of the Sussex County Prosecutor and the Sussex County Sheriff, enforcement of the policies regarding the use of the office equipment by their employees to access and use the internet is the exclusive responsibility of the Prosecutor and the Sheriff, respectively. No person who is not employed by the Prosecutor or the Sheriff shall access and/or monitor the computer, communications, transmissions, or data banks of their offices without first having secured the written authorization of the Prosecutor or the Sheriff.

## **B. GUIDELINES FOR ACCEPTABLE COUNTY INTERNET ACCESS**

### **1. Guidelines for General Use of Internet Services**

County employees are encouraged to use the internet to its fullest potential to further County business and to discover new ways to use resources to enhance services to County residents, businesses, and taxpayers.

**Guideline I:** County employees should use the internet when appropriate to accomplish job responsibilities more effectively.

The internet provides access to a wide variety of information and resources that can aid County employees in the performance of their jobs. Employees are encouraged to use the Internet as a research and reference tool.

**Guideline II:** County employees must conform to reasonable professional standards for use of Internet services as detailed in this Guideline.

County employees have an obligation to learn about network etiquette, customs, and courtesies. Accepted procedures and guidelines are to be followed when using electronic mail communications, participating in electronic mail discussion groups, using remote computer services, transferring files from other computers, or disseminating information to others on the internet. Employees also have an obligation to be aware of computer security and privacy concerns and to guard against computer viruses.

**Guideline III:** Use of the internet by County employees is for County business only. All County employees are responsible for complying with the County policies, guidelines, and standards of conduct on the use of the internet.

Employees shall respect intellectual property rights at all times when obtaining information over the internet. Monitoring of employees' internet usage shall occur periodically.

**Guideline IV:** Use of fee-for-service providers on the internet is not allowed unless the necessary approvals and funding have been obtained in advance.

## **2. Standards of Conduct for Use of Internet Services**

County employees have an obligation to use their access to the internet in a responsible and informed way, conforming to network etiquette, customs, and courtesies. Use of the internet encompasses many different interconnected networks and computer systems. Many of these systems are provided free of charge by universities, public service organizations, and commercial companies. Each system has its own rules and limitations, and guests on these systems have an obligation to learn and to abide by the rules. The internet is an unsecured system that has no security controls and shall never be used by County employees to transmit confidential or sensitive information, unless such transmissions are encrypted to ensure security. Encryption software used for such purposes shall conform to standards identified by the Division of Technology and Information Management (TIM).

County employees shall not act as spokespersons for the County by attempting to answer every question asked by the public via the internet, unless authorized by a department administrator to do so. Employees shall reply only to those questions that are within the scope of their work for the County. Employees shall handle internet inquiries about County matters that are outside the immediate scope of their work as they would handle telephone inquiries.

County employees shall not give out personal information (such as home address, home telephone number, credit information, etc.) about themselves or other County employees when responding to any member of the public on behalf of the County.

The privilege of County-provided equipment and access to the internet may be revoked at any time for inappropriate conduct. Examples of inappropriate conduct include but are not limited to:

- Use of the internet for other than County-related business.
- Use of the internet for unlawful activities.
- Use of abusive or objectionable language in either public or private messages.
- Misrepresentation of one's self or the County.
- Accessing pornographic sites or those sites appealing to prurient interests.
- Accessing vendor sites to purchase personal items.
- Activities that could cause congestion and disruption of networks and systems (i.e., downloading files over 5 MB) and network security without having received permission from the Director of the Division of Technology and Information Management.

**NOTE:** For law enforcement purposes, conduct that would normally be considered inappropriate will be considered valid County business and appropriate.

**3. Guidelines for Use of Electronic Discussions/News Group Services on the Internet**

County employees who participate in electronic discussion groups (such as Listservers, Usenet, news groups, etc.) must learn and abide by the rules and etiquette of those groups. List Servers can automatically generate high volumes of unwanted mail. This can have a significant impact on network performance, especially if large files are involved. When using electronic discussion group services, some general guidelines are:

- Use Listservers and Usenet news groups only when absolutely necessary.
- Observe the conventions and particular interests of the group prior to becoming an active participant.
- Be aware that the information available via the internet is provided "as is." Check all information obtained via the internet with other sources, and attempt to discern fact from opinion.

**4. Guidelines for Use of TELNET Services on the Internet**

When using TELNET to access remote computer systems, County employees should remember that they are guests on another institution's system. To help

ensure that other internet users have access to the same information in a timely manner, remote users should observe a few basic courtesies:

- a. Logoff a remote computer system when finished.
- b. Maintaining a connection that is not actively being used may prevent others from connecting to that system.
- c. Read or obtain instructions or documentation files when using a system for the first time.
- d. Be aware of time and resource limitations of remote systems.
- e. Adhere to any stated restrictions.

#### **5. Guidelines for Use of File Transfer Protocol (FTP) Services on the Internet**

When using FTP, County employees are guests on other systems. To ensure that other internet users have access to the information, a few basic guidelines should be followed:

- a. Login as anonymous and respond to the PASSWORD prompt with your electronic mail address, unless the system specifies otherwise. Logoff the remote computer system when finished.
- b. Avoid transferring files during peak business hours from the remote system.
- c. Be aware of time and resource limitations on remote systems.
- d. Adhere to any stated restrictions.
- e. Remove files transferred to shared systems areas as soon as possible. Copy the files to local disks if needed for future use.
- f. Use common sense when transferring files from the internet. All files transferred from the internet, especially program files, should be checked for computer viruses. Please contact the County TIM Division and request a virus check.
- g. Respect and observe copyright and licensing agreements of transferred files.

#### **C. INTRANET POLICY**

This Policy applies to all County employees and system users utilizing the Sussex County Network (SCN).

1. The following use of the SCN is prohibited:
  - a. Using the SCN for personal profit.
  - b. Intentionally interfering with or attempting to intentionally interfere with the performance of the SCN.
  - c. Using a computer user-I.D. or account belonging to another individual or department without express permission.
  - d. Attempting to access data being transferred through the SCN or files on any computer connected to the SCN without the express permission of the owner.

- e. Interfering with the legitimate work of other system users.
  - f. The unauthorized copying or transmission of software. All proprietary computer software is legally protected by federal, state, and local laws.
  - g. Abusing or sabotaging any interconnected network such as the internet.
  - h. Using the SCN to attempt to violate any computer system's security.
  - i. Using the SCN to spread computer viruses, Trojan horses, worms, or any other program designed to violate security, interfere with the proper operation of any computer system, or destroy/disable another user's data.
2. Each County employee or system user is responsible for any misuse of his/her user- I.D.
  3. Passwords should be changed often in order to protect both users and data.
    - a. Select passwords that are difficult for someone else to guess.
    - b. Avoid words that might appear in the dictionary.
    - c. Select a password that has imbedded numbers or punctuations or consists of multiple words.
    - d. Do not write your password where it might be found by another system user or unauthorized user.

**D. ELECTRONIC MAIL POLICY**

This Policy sets forth the County's right to access, utilize, and monitor its computers, computer networks, electronic mail (e-mail), and other electronic communication systems. This Policy applies to all County employees and system users.

**1. Introduction**

The primary purpose of Sussex County's electronic communications is to facilitate the timely and efficient conduct of County business. The communications are also provided to encourage and facilitate the free exchange of business-related communications and ideas between employees. This includes, but is not limited to, electronic mail systems (e-mail), voice mail systems, faxes, internet, and other electronic media that generate, store, transmit, and display correspondence for internal and external business communication purposes. All electronic data are the property of Sussex County and generally are public records and are, therefore, accessible to the public.

This Policy applies to all employees, contractors, extra-help employees, volunteers, and other individuals who are provided access to Sussex County's electronic communications systems. Employees are representing the County, and thus all communications shall be professional and appropriate. Employees are prohibited from using electronic communications for solicitation of funds, political messages, harassing messages, and other messages as specifically prohibited. Employees who have resigned, are terminated, or laid off have no rights to the contents of the County electronic communications and will not be allowed access. These



employees will have the same rights as any member of the public under the Open Public Records Act (OPRA).

**2. No Expectation of Privacy**

Employees and systems users are advised that computer, computer networks, e-mail, and other electronic communications systems, and all communications created, received, stored on or transmitted through these systems are solely for County business and are County property. Accordingly, employees and systems users have no reasonable expectation of privacy regarding this equipment or these communications and are advised that the systems and their communications are subject to monitoring and interception.

**3. Policy**

- a. The County's electronic mail systems are the property of the County of Sussex and are intended for official business. An employee should not expect his/her communications to be private, and should not use electronic mail for personal and/or confidential matters that are not intended for public disclosure.
- b. Employees should treat the electronic mail system as a shared file system, with the expectation that messages sent, received, or stored in the system, including individual hard disks, will be subject to access, monitoring, and disclosure.
- c. Employees should be aware that documents created and sent by electronic mail for official business, or as evidence of official acts, do constitute official records of the County. Any document created or sent by electronic mail, whether internally or externally through systems such as the internet, is subject to this Policy and may be subject to other regulations, laws, or policies on public records or by the County.
- d. Workplace electronic communications are always subject to monitoring and interception. While the systems may contain passwords, locks, encryption, or other security features provided to employees and systems users, employees and systems users are advised that these security features exist to protect the County's business interests and not to protect an employee's personal use of a business resource.
- e. Use of electronic mail is subject to all applicable County policies. The use of the County's computer system, including the e-mail system, for vulgar, abusive, harassing, offensive, or inflammatory language is not permitted.
- f. Employees who receive electronic mail containing confidential information shall take all necessary measures to ensure that confidentiality is maintained and shall not disclose or transmit confidential information to any unauthorized persons.

- g. Except as set forth below, authorization to monitor, access, or disclose employees' electronic mail shall be subject to the County's policies and procedures on investigating employee conduct.
- h. Employees who receive electronic mail containing a message(s) that violates this Policy or any other County policy are advised not to delete the message(s) and to notify their supervisor.

#### **4. Procedure**

- a. Authorized personnel from the Technology and Information Management Division (TIM) and the County Prosecutor's Office, will access or monitor electronic mail in the course of system maintenance and repair, and for the purposes of assuring system security, or detecting breaches of that security. Any unauthorized use of electronic mail discovered during such monitoring shall be reported to the Department and County Administrator and the user's immediate supervisor.
- b. Approval to monitor, access, or disclose employees' electronic mail may only be granted by the County Prosecutor at his/her own volition or upon request of the County Administrator upon the advice of County Counsel for any legitimate purpose, including but not limited to, the following circumstances:
  - 1. In the course of asserting a claim or legal defense of the County employee in a civil action or administrative proceeding.
  - 2. Investigations of allegations of employee misconduct or violations of the law.
  - 3. Investigations of abuse of County resources.
  - 4. Investigations of breaches of security.
  - 5. When an employee or systems user is unavailable and the County must conduct business. Verification of employee or systems user's unavailability is required. In this instance, management should attempt to contact the individual and inform the individual prior to asking the County Administrator for permission to access the individual's computer files.
- c. Employees and systems users should use e-mail as cautiously as they would use any more permanent communication medium, such as a letter or memorandum. Employees and systems users must realize that messages:
  - 1. may be saved and read by third parties;
  - 2. may be retrieved even after a message is deleted; and
  - 3. may be accessed by authorized County personnel for previously enumerated business reasons.

This Policy shall be distributed to all County employees and new hires. This Policy may be updated on an as-needed basis and is subject to annual review.



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
Division of Senior Services  
Sussex County Administrative Center  
One Spring Street  
Newton, New Jersey 07860-2069  
(973) 579-0555  
(973) 579-0550 FAX

Lorraine Hentz  
*Director*

**County of Sussex**

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The 2017 Sussex County Audit is attached as a requirement for the Grant.

Miscellaneous Attachments: Direct Service Waiver - Congregate Nutrition

Description Direct Service Waiver - Congregate Nutrition

Description Direct Service Waiver - Socialization/Recreation

Description Proprietary Waiver - Res Care IIIB

Description Proprietary Waiver - Res Care IIIE

Description Government Service Provider - Outreach/CM

Description Government Service Provider - APS

Description Government Service Provider - Transportation

Description

Description

Description

### WAIVER REQUEST

Per Policy Memorandum 91-9, III-4 Waiver Forms and Procedures for Area Agencies on Aging in granting a waiver from established Federal and State requirements, the Division assumes increased responsibility for effective implementation of the service or program involved. Therefore adequate documentation must be provided in order to justify its approval of a waiver request. AAAs must receive DoAS approval prior to service implementation.

Area Agency on Aging	Sussex County Division of Senior Services		
Area Plan Contract (APC) Period	2019-2021	Date Submitted in SAGE	10/15/18

**INSTRUCTIONS:**

1. Complete one (1) Waiver Request Form for **Each Service** to be provided. (One (1) Waiver submission for nutrition services will be sufficient for Congregate, Home Delivered Meals and/or Nutrition Education and Nutrition Counseling if documentation and narrative information is provided to substantiate each distinct service).
2. Select Type of Waiver Request and Complete corresponding chart i.e., funding source, service taxonomy code and name, etc.
3. Complete narrative sections.
4. Attach all required substantiating documents
5. Acquire dated signatures from all required parties
6. Upload complete waiver to form into SAGE - Miscellaneous attachments. *Incomplete forms will be returned delaying approval.*

**DIRECT SERVICE PROVISION WAIVER REQUEST**

Funding Source	Service Code	Service Taxonomy	\$ Funding <i>(Allocated Funding Source)</i>
<input type="checkbox"/> TITLE III B: Access, Home, Or Community Support Services <input type="checkbox"/> TITLE III D: Evidence-Based Health Promotion /Disease Prevention Services <input type="checkbox"/> TITLE III E: National Family Caregiver Support Program <input type="checkbox"/> OTHER PRIMARY FUNDING SOURCE for Program Services (i.e., SHTP or SSBG) _____			
<b><u>NUTRITION</u> Funding Sources</b>			
<input checked="" type="checkbox"/> TITLE III C-1:	435	Congregate Meals	117,992.00
	438	Nutrition Education	1,600.00
	439	Nutrition Counseling	400.00
<input type="checkbox"/> TITLE III C-2:	436	Home Delivered Meals	
	438	Nutrition Education	
	439	Nutrition Counseling	
<input type="checkbox"/> STATE WEEKEND HOME DELIVERED MEALS:	437	State Weekend Home Delivered Meals	
<input type="checkbox"/> STATE HOME DELIVERED MEALS:	436	State Home Delivered Meals	

**PROPRIETARY SERVICE PROVIDER WAIVER REQUEST**

<b>PROPRIETARY SERVICE WAIVER EXCEPTION:</b> Section 306(a)(8)(c) of the Older Americans Act states- Case Management Services provided under Title III through the Area Agency will be provided by a Public or Non-Profit Provider.			
Service Provider (Official "legal" Name)			
Funding Source	Service Code	Service Taxonomy	\$ Funding <i>(Allocated Funding Source)</i>

**PRIORITY SERVICE PROVISION WAIVER REQUEST**

Funding Source		Service Code	Service Taxonomy	\$ Funding <i>(Allocated Funding Source)</i>
<input type="checkbox"/> ACCESS SERVICE <input type="checkbox"/> HOME SERVICE <input type="checkbox"/> LEGAL SERVICE				
Service Provider				
Public Hearing Date & Time			Public Hearing Location	

**OTHER WAIVER REQUEST: Describe**

**DETAILED WAIVER JUSTIFICATION**

**Provide objective data and information to substantiate circumstances that warrant a waiver from Federal and/or State Guidelines**

**NEED:**

What is the need for the service in the planning and service area as documented by AAA, service providers, Aging Network, public hearing, input from consumers, etc...)

**Congregate Nutrition is a mandated service under the Older American's Act and a priority that is outlined in the Area Plan Contract.**

- **15.7 % of seniors from the Needs Assessment Survey sometimes have a problem having enough money for food, shelter or clothing, while 5.5% frequently had a problem.**
- **Seniors responding to the Needs Assessment Survey did indicate a need for assistance with meal preparation and financial constraints to purchase food.**
- **Congregate Nutrition sites allow seniors to stretch their food budget, while obtaining a nutritious meal, along with recreational and socialization activities.**
- **More Sussex County residents, including seniors are depending on food pantries and food bank for their monthly food supply.**
- **The 2015 Human Services Needs Assessment captured 554 respondents and 104 of the respondents needs food for their families (this number contains a large percentage of seniors).**
- **According to the 2015 Elder Economic Security Index an average single senior needs \$260.00 per month to cover food expenses. The Index also supports the fact that seniors need assistance with purchasing food and having enough money to purchase food.**

Describe process used to determine total need.

**The Division of Senior Services completed a Needs Assessment in 2018, over 10 Focus Groups and a Public Hearing in June 2018, nutrition services along with other services were noted as a need for both nutrition and recreational activities at the nutrition sites. Information was also obtained from the Sussex County 2015 Human Services Needs Assessment, the 2015 New Jersey Elder Economic Security Standard Index and the January 2017 publication of "Living Below the Line: Measuring Economic Insecurity Among New Jersey Retired Seniors."**

Identify sections in current APC where these needs are discussed:

**Nutrition services is listed as a priority throughout the Area Plan Contract, including the needs and objectives section for the Nutrition Program.**

**SUPPLY:**

List all available providers in the planning and service area  
**Sussex County Division of Senior Services**  
**Catholic Family & Community Services**  
**Newton Medical Center**

Include, for each provider, current and potential service capabilities  
**Catholic Family & Community Services provided congregate nutrition services up to 2012 when they did not submit a bid do to financial constraints on the agency. No other providers supplied, or have supplied bids for this service in the past 18 years.**  
**Catholic Family & Community Services currently administers the Home Delivered Meal Program.**  
**Newton Medical Center has provided the food service for the Congregate Nutrition, Weekday and Weekend Home Delivered Meal Program for over six years.**

Process used to determine total supply and service capability.  
**The Division of Senior Services completed a Needs Assessment in 2018, over 10 Focus Groups and a Public Hearing in June 2018, where the need for congregate nutrition sites was mentioned at each venue, along with the need for consuming a balanced diet that meets the Recommended Dietary Allowances (RDA).**  
**Annual Public Hearing in June 2018 with feedback regarding the need for congregate nutrition sites was mentioned.**  
**Announcement of RFP process at meetings and events hosted by the Division of Senior Services.**

Note if there are no providers of the service in the planning and service area.  
**No other providers currently supplied, or have supplied bids for this service in the past, due to the vast rural setting of Sussex County, the limited funding and reporting requirements.**

**DIFFERENCE BETWEEN SUPPLY AND NEED:**

Is the supply meeting the need for the service in the planning and service area?  
**Yes, the need for congregate nutrition services has been successfully met by the Division of Senior Services since 2013. Despite the closing of the Newton Nutrition Site which took place at the end of 2014 the numbers for the Congregate Nutrition Programs has steadily rose over the past three years for the remaining sites. The need or demand for a site in the Newton area has not been warranted or requested. Those in need of the nutrition services in this area are the frailer population and they have been provided meals through the Home Delivered Meal Program or other community support programs.**

**EFFORTS TO MEET REMAINING NEED:**

Summary of AAA's efforts (in addition to list/documentation provided) to inform agencies that expressed interest in submitting a proposal as well as potential service providers, that APC funds were available (i.e., email, mailing, etc.) *(AAA should retain documentation to substantiate AAA's efforts to inform potential providers that APC funds were available)*  
**RFP was posted in the Sussex County Administration Building.**  
**RFP was mentioned at various community meetings and events beginning in January 2018 and prior to the release of the RFP in July.**  
**An email announcing the RFP was sent to the County database to reach potential bidders and interested parties along with the Office of Minority and Multicultural Health.**  
**A Technical Assistance Meeting was conducted approximately two weeks after the RFP was released.**  
**Announcement of the RFP was sent by a mailed postcard and emailed all potential interested parties that expressed an interest in applying for the service.**

Efforts made to inform minority contractors that APC funds were available *(AAA should retain documentation to substantiate AAA's efforts to inform minority providers that APC funds were available)*  
**The request for minority providers and new providers to apply was mentioned in the public releases of the RFP and was emailed to Office of Minority and Multicultural Health for distribution.**

Summary of AAA's efforts to inform current | service providers APC funds were available (i.e., email, mailing, etc.)  
**Email and provider meetings mentioned above.**  
**Announcement of the RFP was sent by a mailed postcard and email reminder to all current and possible new service providers.**

DETAILED WAIVER JUSTIFICATION *(continued)*

**JUSTIFICATION: PROVIDE WRITTEN JUSTIFICATION DETAILING WHY THE WAIVER IS BEING REQUESTED**

**Provide details justifying the reason for requesting this waiver**

1.) The Division of Senior Services has been the direct service provider for congregate nutrition since 2013 and no other providers have submitted bids for this service other than the previous service provider (that provided the service for over 18 years), or has expressed interest and has not been able to provide the service since 2012. The Division of Senior Services will ensure the

continuation of service, which will be delivered and managed by local municipalities with oversight by the Division of Senior Services.

- 2.) The Division of Senior Services has received the funding for the Nutrition Program.
- 3.) The decision to provide this service was and continues to be that there is no other community based agency capable of administering the senior nutrition program.
- 4.) The Division of Senior Services Advisory Board supports the Division of Senior Services in administering the Congregate Nutrition Program for Sussex County.
- 5.) The Board of Chosen Freeholders has agreed that this service is a priority and agrees to meet the growing demand for the Congregate Nutrition Program.
- 6.) The cost of supporting one person for one year in the community with Nutrition Program meals is less than one third of the one-month cost of supporting that same person in a nursing home. Community based services save tax dollars.
- 7.) Approximately 31% of seniors in Sussex County that responded to the 2018 Needs Assessment had problems meeting their basis needs which included food, shelter and clothing.

**DIRECT SERVICE WAIVER - STATEMENT OF MONITORING ASSURANCES:**

A statement of assurances the AAA will monitor the direct service utilizing the same standards as non-AAA or outside service providers.

**The Division of Senior Services will continue monitoring of the nutrition program for programmatic and fiscal compliance, along with providing additional supervision and oversight to ensure each site is fully compliant with federal, state and local requirements. A Statement of Assurances can be found in the signed agreements with each provider.**

**COMPREHENSIVE QUALITY & COST COMPARISON:**

AAA or Proprietary Agency can provide clearly superior services based on Quality (Administrative, Programmatic, and Monitoring), as well as Cost features.

**QUALITY OF SERVICES:**

- **ADMINISTRATIVE:** timely service provision, capacity to provide oversight  
Each location will provide administrative support to staff with support and assistance from the Sussex County Division of Senior Services. Providers funded under the Area Plan Contract have demonstrated proficiency in providing timely service provision and the capacity to provide oversight to the programs described in the appropriate taxonomies.
- **PROGRAMMATIC:** staff capacity, experience, adequate supply of services to be provided, and coordination with other agencies  
Each municipality is responsible to hire and supervise staff. The Division of Senior Services staff and some nutrition site staff is certified in ServSafe to ensure compliance and safety at each site. The nutrition site staff that is not certified with ServSafe is certified with other food handling certifications.
- **MONITORING**  
Division of Senior Services staff will monitor each location for compliance at least one time per calendar year. Several informal visits will be made on an on-going basis during the calendar year by Division of Senior Services staff. Technical assistance will be provided as needed and deemed necessary.

**COST COMPARISONS:**

- More economical or at least comparable cost. Document:
  1. Specific **efforts and methods** made to obtain cost comparisons (documentation to substantiate these efforts must be maintained at AAA and available for DoAS review) N/A
  2. **Actual cost comparison information for at least two (2) agencies as well as the AAA or Proprietary Provider N/A**
  3. Summary describing how the service is competitive with other not-for-profit organizations that provide same/similar services.

Shared Service Agreement with each municipality is more economical then contracting with another service provider, or for the County of Sussex to provide the services at three different locations and to provide staff at each location. The cost per meal for the food is \$4.35. The cost for the Sussex County Division of Senior Services is \$6.04. The cost for a local caterer (Café Pierrot) would average between \$7.00 - \$12.00 depending on the type of meat/protein and the meal, no beverage would be included. The cost of Mom's Meals would be \$5.99 per meal, without a beverage plus shipping. The cost for Knoll Properties to provide a meal would be \$6.83 per meal. The cost for Somerset County to administer the Congregate Nutrition Program is \$6.81 and the cost of the food is \$7.87 per meal for a total of \$14.68. The cost for Warren County to administer the Congregate Nutrition Program is \$14.50 per meal and the cost of the food is \$5.77 with NuWay Caterers. NuWay Caterers could possibly be a vendor that would also serve Sussex County.



**DIRECT or PROPRIETARY SERVICE WAIVER - STATEMENT OF AFFECT ON SENIORS:**

- Services to seniors will not be adversely affected by the direct service provision of the program.
- Sussex County Division of Senior Services has been providing the services specified by the Older Americans Act and the Nutrition Program for the last six years, since no other service providers applied to provide the service. The number of meals provided has steadily increased and additional services and programming has been provided at each site.

**PRIORITY SERVICE WAIVER DETAILS: SUPPLEMENTARY JUSTIFICATION**

Explain in Detail why the AAA is not allocating the required percentages of its Title III B funds (net Federal III B allocation after transfers) to deliver the three areas of mandated services (Access Services: 10%; Home Services: 10%; and Legal Assistance: 5%): *(Example might be Insufficient Need or current service system for particular service is sufficient to meet documented needs of older persons in the planning and service area)*

**WAIVER SIGNATURES (This section must be Dated and signed by all parties)**

A Waiver of an Area Plan Contract requirement is hereby submitted.

9/8/18

Date

*Suzanne Hertz*  
Area Agency on Aging Director Signature

The Governing Body of the Area Agency on Aging has reviewed and approved the "Waiver Request."

Date

County Executive/Freeholder Signature

The Area Agency on Aging Advisory Council had the opportunity to review and comment on the "Waiver Request."

9/6/18

Date

*Jessie Minini*

AAA Advisory Council Chairperson Signature

**Attach ALL of the following Required Documents to substantiate this waiver request:**

<input checked="" type="checkbox"/>	AAA's Formal written Contracting/RFP Procedures (dated)
<input checked="" type="checkbox"/>	Notification of Fund availability: Newspaper Advertisement(s) include specific services for which this waiver is requested in the county's "official newspaper" – <i>(may be in addition to but not replaced by county procurement portal (web))</i>
<input checked="" type="checkbox"/>	Copy of the Published RFP/Bid Specifications (Please do NOT attach total RFP or Contract)
<input checked="" type="checkbox"/>	To whom the RFP/Bid was Distributed: <input type="radio"/> List of current providers <input type="radio"/> List of interested providers <input type="radio"/> List of potential providers currently providing same/like services <input type="radio"/> List of minority providers
<input checked="" type="checkbox"/>	List of Public buildings and publications where fund availability notices were posted <i>(May be in addition to but not replaced by county procurement portal (web))</i>
<input type="checkbox"/>	Other:
<input type="checkbox"/>	For Priority Service Waivers - attach a copy of Public Notice and Record of Public Hearing held in relation to waiver request.

## WAIVER REQUEST

*Per Policy Memorandum 91-9, III-4 Waiver Forms and Procedures for Area Agencies on Aging in granting a waiver from established Federal and State requirements, the Division assumes increased responsibility for effective implementation of the service or program involved. Therefore adequate documentation must be provided in order to justify its approval of a waiver request. AAAs must receive DoAS approval prior to service implementation.*

<b>Area Agency on Aging</b>	<b>Sussex County Division of Senior Services</b>		
<b>Area Plan Contract (APC) Period</b>	<b>2019-2021</b>	<b>Date Submitted in SAGE</b>	<b>10/15/18</b>

**INSTRUCTIONS:**

1. **Complete one (1) Waiver Request Form for Each Service to be provided.** (One (1) Waiver submission for nutrition services will be sufficient for Congregate, Home Delivered Meals and/or Nutrition Education and Nutrition Counseling if documentation and narrative information is provided to substantiate each distinct service).
2. Select Type of Waiver Request and Complete corresponding chart i.e., funding source, service taxonomy code and name, etc.
3. Complete narrative sections.
4. Attach all required substantiating documents
5. Acquire dated signatures from all required parties
6. Upload complete waiver to form into SAGE - Miscellaneous attachments. *Incomplete forms will be returned delaying approval.*

**DIRECT SERVICE PROVISION WAIVER REQUEST**

Funding Source	Service Code	Service Taxonomy	\$ Funding <small>(Allocated Funding Source)</small>
<input type="checkbox"/> TITLE III B: Access, Home, Or Community Support Services <input type="checkbox"/> TITLE III D: Evidence-Based Health Promotion /Disease Prevention Services <input type="checkbox"/> TITLE III E: National Family Caregiver Support Program <input checked="" type="checkbox"/> OTHER PRIMARY FUNDING SOURCE for Program Services (i.e., SHTP or SSBG) _____	333	Socialization /Recreation	\$7,500.00 Local Public Funds
<b><u>NUTRITION</u> Funding Sources</b>			
<input type="checkbox"/> TITLE III C-1:	435	Congregate Meals	
	438	Nutrition Education	
	439	Nutrition Counseling	
<input type="checkbox"/> TITLE III C-2:	436	Home Delivered Meals	
	438	Nutrition Education	
	439	Nutrition Counseling	
<input type="checkbox"/> STATE WEEKEND HOME DELIVERED MEALS:	437	State Weekend Home Delivered Meals	
<input type="checkbox"/> STATE HOME DELIVERED MEALS:	436	State Home Delivered Meals	

**PROPRIETARY SERVICE PROVIDER WAIVER REQUEST**

<b>PROPRIETARY SERVICE WAIVER EXCEPTION:</b>			
<i>Section 306(a)(8)(c) of the Older Americans Act states- Case Management Services provided under Title III through the Area Agency will be provided by a Public or Non-Profit Provider.</i>			
Service Provider (Official "legal" Name)			
Funding Source	Service Code	Service Taxonomy	\$ Funding <small>(Allocated Funding Source)</small>

**PRIORITY SERVICE PROVISION WAIVER REQUEST**

Funding Source		Service Code	Service Taxonomy	\$ Funding <i>(Allocated Funding Source)</i>
<input type="checkbox"/> ACCESS SERVICE <input type="checkbox"/> HOME SERVICE <input type="checkbox"/> LEGAL SERVICE				
Service Provider				
Public Hearing Date & Time			Public Hearing Location	

**OTHER WAIVER REQUEST: Describe**

**DETAILED WAIVER JUSTIFICATION**

**Provide objective data and information to substantiate circumstances that warrant a waiver from Federal and/or State Guidelines**

**NEED:**

What is the need for the service in the planning and service area as documented by AAA, service providers, Aging Network, public hearing, input from consumers, etc...)

**Congregate Nutrition is a mandated service under the Older American's Act and a priority that is outlined in the Area Plan Contract. Socialization and recreational activities at each congregate nutrition site promotes and retains the participants at the congregate nutrition sites and is identified as a needed component in the State Nutrition Standards.**

- 15.7% of seniors from the Needs Assessment Survey sometimes have a problem having enough money for food, shelter or clothing, while 5.6% frequently had a problem, thus leaving little money for socialization and recreational activities.
- 13% of the participants from the ten focus groups expressed a need for more socialization and recreational activities, which could include exercising, games, bingo, playing cards, presentations, craft programs, trips, etc, which are provided at the congregate nutrition sites.
- The 2015 Human Services Needs Assessment captured 554 respondents and 104 of the respondents needs food for their families (this number contains a large percentage of seniors).

According to the 2015 Elder Economic Security Index an average single senior needs \$260.00 per month to cover food expenses. The Index also supports the fact that seniors need assistance with purchasing food and having enough money to purchase food, thus leaving little funding for socialization and recreational activities.

Describe process used to determine total need.

The Division of Senior Services completed a Needs Assessment in 2018, including ten Focus Groups and a Public Hearing in June 2018, nutrition services along with socialization and recreational services were noted as a need at the nutrition sites. Information was also obtained from the Sussex County 2015 Human Services Needs Assessment, the 2015 New Jersey Elder Economic Security Standard Index and the January 2017 publication of "Living Below the Line: Measuring Economic Insecurity Among New Jersey Retired Seniors."

Identify sections in current APC where these needs are discussed:

Nutrition services is listed as a priority throughout the Area Plan Contract, including the needs and objectives section for the Nutrition Program. Socialization and recreational activities is a key component to congregate nutrition sites, this program supports the need.

**SUPPLY:**

List all available providers in the planning and service area  
**Sussex County YMCA, Sparta Athletic Club, Warren County Division of Senior Services**

Include, for each provider, current and potential service capabilities  
**The Division of Senior Services has the ability to provide socialization and recreational services in collaboration with the congregate nutrition programs at Franklin, Hopatcong and Vernon Senior Centers.**

Process used to determine total supply and service capability.

**The Division of Senior Services Needs Assessment Survey in 2018, including ten Focus Groups supported the need for Congregate Nutrition services, along with socialization and recreational activities.**

**Annual Public Hearing in June 2018 with feedback regarding the need for congregate nutrition sites and recreational activities was mentioned.**

**Announcement of RFP process at meetings and events hosted by the Division of Senior Services.**

Note if there are no providers of the service in the planning and service area.

**No other providers currently supplied, or have supplied bids for this service in the past, due to the vast rural setting of Sussex County, the limited funding and reporting requirements.**

**DIFFERENCE BETWEEN SUPPLY AND NEED:**

Is the supply meeting the need for the service in the planning and service area?

**Yes, the need for congregate nutrition services has been successfully met by the Division of Senior Services since 2013.**

**Despite the closing of the Newton Nutrition Site which took place at the end of 2014 the numbers for the Congregate Nutrition Programs has steadily rose over the past three years for the remaining sites. The need or demand for a site in the Newton area has not been warranted or requested. Those in need of the nutrition services in this area are the frailer population and they have been provided meals through the Home Delivered Meal Program or other community support programs.**

**EFFORTS TO MEET REMAINING NEED:**

Summary of AAA's efforts (in addition to list/documentation provided) to inform agencies that expressed interest in submitting a proposal as well as potential service providers, that APC funds were available (i.e., email, mailing, etc.) *(AAA should retain documentation to substantiate AAA's efforts to inform potential providers that APC funds were available)*

**RFP was posted in the County Administration Building.**

**RFP was mentioned at various community meetings and events beginning in January 2018 and prior to the release of the RFP in July.**

**An email announcing the RFP was sent to the County database to reach potential bidders and interested parties along with the Office of Minority and Multicultural Health.**

**A Technical Assistance Meeting was conducted approximately two weeks after the RFP was released.**

**Announcement of the RFP was sent by a mailed postcard and emailed all potential interested parties that expressed an interest in applying for the service.**

Efforts made to inform minority contractors that APC funds were available *(AAA should retain documentation to substantiate AAA's efforts to inform minority providers that APC funds were available)*

**The request for minority providers and new providers to apply was mentioned in the public releases of the RFP**

Summary of AAA's efforts to inform current service providers APC funds were available (i.e., email, mailing, etc.)

**Email and provider meetings mentioned above.**

**Announcement of the RFP was sent by a mailed postcard and email reminder to all current and possible new service providers.**

DETAILED WAIVER JUSTIFICATION *(continued)*

**JUSTIFICATION: PROVIDE WRITTEN JUSTIFICATION DETAILING WHY THE WAIVER IS BEING REQUESTED**

Provide details justifying the reason for requesting this waiver

- 1.) The Division of Senior Services has been the direct service provider for congregate nutrition, which includes socialization and recreational activities for the participants since 2013. No other providers have submitted bids for this service other than the previous service provider (that provided the service for over 18 years) and has not been able to provide the service since 2012. The Division of Senior Services will ensure the continuation of the socialization component of this service, through this service taxonomy, which will be delivered and managed by local municipalities with oversight by the Division of Senior Services.
- 2.) The Division of Senior Services has received the funding for the Nutrition Program, including socialization and recreational activities.
- 3.) The decision to provide this service was and continues to be that there is no other community based agency capable of administering socialization and recreational activities through the senior nutrition program.
- 4.) The Division of Senior Services Advisory Board supports the Division of Senior Services in administering the Congregate Nutrition Program for Sussex County, which also includes socialization and recreational activities.
- 5.) The Board of Chosen Freeholders has agreed that this service, including socialization and recreational activities is a priority and agrees to meet the growing demand for the Congregate Nutrition Program.
- 6.) The cost of supporting one person for one year in the community with Nutrition Program meals is less than one third of the one-month cost of supporting that same person in a nursing home. Community based services save tax dollars.

- 7.) Approximately 31% of seniors in Sussex County that responded to the 2018 Needs Assessment had problems meeting their basic needs which included food, shelter and clothing, leaving no funding for socialization and recreational activities.
- 8.) Numerous participants that attended the ten focus groups expressed a need for recreational activities in Sussex County, including those that are at congregate nutrition sites.

**DIRECT SERVICE WAIVER - STATEMENT OF MONITORING ASSURANCES:**

A statement of assurances the AAA will monitor the direct service utilizing the same standards as non-AAA or outside service providers. **The Division of Senior Services will continue monitoring of the nutrition program, including the socialization and recreational component for programmatic and fiscal compliance, along with providing additional supervision and oversight to ensure each site is fully compliant with federal, state and local requirements. A Statement of Assurances can be found in the signed agreements with each provider.**

**COMPREHENSIVE QUALITY & COST COMPARISON:**

AAA or Proprietary Agency can provide clearly superior services based on Quality (Administrative, Programmatic, and Monitoring), as well as Cost features.

**QUALITY OF SERVICES:**

- **ADMINISTRATIVE:** timely service provision, capacity to provide oversight

**Each location will provide administrative support to staff with support and assistance from the Sussex County Division of Senior Services. Providers funded under the Area Plan Contract have demonstrated proficiency in providing timely service provision and the capacity to provide oversight to the programs described in the appropriate taxonomies.**

- **PROGRAMMATIC:** staff capacity, experience, adequate supply of services to be provided, and coordination with other agencies

**Each municipality is responsible to hire and supervise staff. The staff in place at each location has sufficient experience to provide the direct services for the Congregate Nutrition Program, along with the recreational activities taking place at each location. The Division of Senior Services staff is certified in ServSafe to ensure compliance and safety at each site, along with providing support and assistance to the program, including the recreational activities as needed.**

- **MONITORING**

**Division of Senior Services staff will monitor each location for compliance at least one time per calendar year. Several informal visits will be made on an on-going basis during the calendar year by Division of Senior Services staff. Technical assistance will be provided as needed and deemed necessary.**

**COST COMPARISONS:**

- More economical or at least comparable cost. Document:
  1. Specific **efforts and methods** made to obtain cost comparisons (documentation to substantiate these efforts must be maintained at AAA and available for DoAS review)
  2. **Actual cost comparison information for at least two (2) agencies as well as the AAA or Proprietary Provider**
  3. Summary describing how the service is competitive with other not-for-profit organizations that provide same/similar services.

**To avoid duplication of services and more efficient use of staff time, Shared Service Agreements are utilized to provide the services of socialization and recreation at the Congregate Nutrition sites. Phone calls were made to the following providers for cost comparison. The annual yearly membership cost for the Sussex County YMCA is \$510.00 per year for a person 65 and older (cost is \$42.50 per month, or approximately \$10.50 per week, or a unit cost of about \$3.50 per session, if attending 3 programs per week). This does not include the costs for special exercise classes, or instructional classes based on special topics. The cost for a local gym (Sparta Athletic Club) is \$572.00 per year plus tax with no restrictions for those 65 and older (cost of about \$48.00 per month, or \$12.00 per week, or \$4.00 per session if attending 3 programs per week), or for a Monday – Friday membership between the hours of 10 am to 2:30 pm the cost would be \$396.00 per year. There is also a one-time enrollment fee of \$149.00 plus tax to join the Sparta Athletic Club. The cost for the Warren County Division of Senior Services to provide socialization and recreational programs to nutrition sites is approximately \$50.00-\$70.00 per program, with no limits for participants. The programs usually consist of exercise type programs and the cost varies based on the program. The unit cost for the Sussex County Division of Senior Services to provide Socialization/Recreation at the three nutrition sites would be approximately \$5.00 per participant/per session, however this cost may vary by site due to the number of clients participating, or based on the type of program/activity presented.**

**DIRECT or PROPRIETARY SERVICE WAIVER - STATEMENT OF AFFECT ON SENIORS:**

**Will services provided to seniors be adversely affected by direct service provision or proprietary provider?**

- **Services to seniors will not be adversely affected by the direct service provision of the program.**

Sussex County Division of Senior Services has been providing the services specified by the Older Americans Act and the Nutrition Program, including the socialization and recreational activities for the last three years, since no other service providers applied to provide the service.

**PRIORITY SERVICE WAIVER DETAILS: SUPPLEMENTARY JUSTIFICATION**

Explain in Detail why the AAA is not allocating the required percentages of its Title III B funds (net Federal III B allocation after transfers) to deliver the three areas of mandated services (Access Services: 10%; Home Services: 10%; and Legal Assistance: 5%): *(Example might be Insufficient Need or current service system for particular service is sufficient to meet documented needs of older persons in the planning and service area)*  
 N/A

**WAIVER SIGNATURES (This section must be Dated and signed by all parties)**

A Waiver of an Area Plan Contract requirement is hereby submitted.

9/8/18  
 Date

*Suzanne Henry*  
 Area Agency on Aging Director Signature

The Governing Body of the Area Agency on Aging has reviewed and approved the "Waiver Request."

Date

County Executive/Freeholder Signature

The Area Agency on Aging Advisory Council had the opportunity to review and comment on the "Waiver Request."

9/6/18  
 Date

*Denise Muzina*  
 AAA Advisory Council Chairperson Signature

**Attach ALL of the following Required Documents to substantiate this waiver request:**

<input checked="" type="checkbox"/>	AAA's Formal written Contracting/RFP Procedures (dated)
<input checked="" type="checkbox"/>	Notification of Fund availability: Newspaper Advertisement(s) include specific services for which this waiver is requested in the county's "official newspaper" – (may be in addition to but <u>not replaced by</u> county procurement portal (web))
<input checked="" type="checkbox"/>	Copy of the Published RFP/Bid Specifications (Please do <b>NOT</b> attach total RFP or Contract)
<input checked="" type="checkbox"/>	To whom the RFP/Bid was Distributed: <input type="radio"/> List of current providers <input type="radio"/> List of interested providers <input type="radio"/> List of potential providers currently providing same/like services <input type="radio"/> List of minority providers
<input checked="" type="checkbox"/>	List of Public buildings and publications where fund availability notices were posted (May be in addition to <u>but not replaced by</u> county procurement portal (web))
<input type="checkbox"/>	Other:
<input type="checkbox"/>	For Priority Service Waivers - attach a copy of Public Notice and Record of Public Hearing held in relation to waiver request.

## WAIVER REQUEST

*Per Policy Memorandum 91-9, III-4 Waiver Forms and Procedures for Area Agencies on Aging in granting a waiver from established Federal and State requirements, the Division assumes increased responsibility for effective implementation of the service or program involved. Therefore adequate documentation must be provided in order to justify its approval of a waiver request. AAAs must receive DoAS approval prior to service implementation.*

<b>Area Agency on Aging</b>	<b>Sussex County Division of Senior Services</b>		
<b>Area Plan Contract (APC) Period</b>	<b>2019-2021</b>	<b>Date Submitted in SAGE</b>	<b>10/15/18</b>

**INSTRUCTIONS:**

1. **Complete one (1) Waiver Request Form for Each Service to be provided.** (One (1) Waiver submission for nutrition services will be sufficient for Congregate, Home Delivered Meals and/or Nutrition Education and Nutrition Counseling if documentation and narrative information is provided to substantiate each distinct service).
2. Select Type of Waiver Request and Complete corresponding chart i.e., funding source, service taxonomy code and name, etc.
3. Complete narrative sections.
4. Attach all required substantiating documents
5. Acquire dated signatures from all required parties
6. Upload complete waiver to form into SAGE - Miscellaneous attachments. *Incomplete forms will be returned delaying approval.*

**DIRECT SERVICE PROVISION WAIVER REQUEST**

Funding Source	Service Code	Service Taxonomy	\$ Funding <i>(Allocated Funding Source)</i>
<input type="checkbox"/> TITLE III B: Access, Home, Or Community Support Services <input type="checkbox"/> TITLE III D: Evidence-Based Health Promotion /Disease Prevention Services <input type="checkbox"/> TITLE III E: National Family Caregiver Support Program <input type="checkbox"/> OTHER PRIMARY FUNDING SOURCE for Program Services (i.e., SHTP or SSBG) _____			
<b><u>NUTRITION</u> Funding Sources</b>			
<input type="checkbox"/> TITLE III C-1:	435	Congregate Meals	
	438	Nutrition Education	
	439	Nutrition Counseling	
<input type="checkbox"/> TITLE III C-2:	436	Home Delivered Meals	
	438	Nutrition Education	
	439	Nutrition Counseling	
<input type="checkbox"/> STATE WEEKEND HOME DELIVERED MEALS:	437	State Weekend Home Delivered Meals	
<input type="checkbox"/> STATE HOME DELIVERED MEALS:	436	State Home Delivered Meals	

**PROPRIETARY SERVICE PROVIDER WAIVER REQUEST**

<b>PROPRIETARY SERVICE WAIVER EXCEPTION:</b>			
<i>Section 306(a)(8)(c) of the Older Americans Act states- Case Management Services provided under Title III through the Area Agency will be provided by a Public or Non-Profit Provider.</i>			
Service Provider (Official "legal" Name)	Res-Care New Jersey, Inc. D/B/A Res-Care HomeCare		
Funding Source	Service Code	Service Taxonomy	\$ Funding <i>(Allocated Funding Source)</i>
Title III B, COLA & State Match B-D	212	Housekeeping	\$15,645. III B, \$5,344.
	213	Certified Home Health Aide	COLA, \$903. State Match B-D

**PRIORITY SERVICE PROVISION WAIVER REQUEST**

Funding Source		Service Code	Service Taxonomy	\$ Funding <i>(Allocated Funding Source)</i>
<input type="checkbox"/> ACCESS SERVICE <input type="checkbox"/> HOME SERVICE <input type="checkbox"/> LEGAL SERVICE				
Service Provider				
Public Hearing Date & Time			Public Hearing Location	

**OTHER WAIVER REQUEST: Describe**

**DETAILED WAIVER JUSTIFICATION**

**Provide objective data and information to substantiate circumstances that warrant a waiver from Federal and/or State Guidelines**

**NEED:**

What is the need for the service in the planning and service area as documented by AAA, service providers, Aging Network, public hearing, input from consumers, etc...)

In home services are a requirement of the Older American's Act, therefore 10% of the total Title III B funds are allocated to home health services, to fund the certified home health aide program. In home supportive services continues to be a need for seniors in Sussex County.

Describe process used to determine total need.

Assistance with ADL's and personal care was noted as a need for a percentage of the population in the needs assessment which was completed in early 2018, along with the 10 focus groups that was completed in 2017 and 2018 by the Division of Senior Services.

Identify sections in current APC where these needs are discussed:

The needs and objectives of the projects.

**SUPPLY:**

List all available providers in the planning and service area

Atlantic Home Care & Hospice, Visiting Nurse Association of Northern NJ, Senior Helpers, Maxim Healthcare Services, Caring Touch Home Care, Visiting Angels, Home Helpers, Res-Care Home Care New Jersey, Atlantic Private Care Services, Bayada Home Health Care, Above The Rest Home Care LLC.

Include, for each provider, current and potential service capabilities

Res-Care Home Care New Jersey - Currently provides services in Sussex County for self-paying clients, Title III and other programs and departments within the County of Sussex. Agency provided a percentage breakdown of certified home health aide services and housekeeping which was requested in the RFP instructions.

Atlantic Home Care & Hospice, Senior Helpers, Maxim Healthcare Services, Caring Touch Home Care, Visiting Angels, Home Helpers, Atlantic Private Care Services, Bayada Home Health - All of the mentioned agencies provide services in Sussex County for self-paying clients, or for other State related programs or sources and have not expressed an interest in supplying, or applying for services for Title III, or the Division of Senior Services. Some agencies have limited staffing and resources to fully serve Sussex County leaving some areas of the county unserved or underserved.

Visiting Nurse Association of Northern NJ - Has applied to provide services for Title III and the Division of Senior Services in the past and currently, but the hourly cost of the service to be provided was much higher than current provider and competitive bid that was submitted. The agency did not provide a breakdown of certified home health aide services and housekeeping which was requested in the RFP instructions.



**Above The Rest Home care LLC – Requested a RFP application but did not submit a completed application by the requested due date.**

Process used to determine total supply and service capability.

The cost per hour (unit of service) divided by the total amount of funding being allocated for the Certified Home Health Aide Service by the Division of Senior Services, along with an estimated voluntary client contribution toward the cost of the service. Res Care HomeCare New Jersey has existed in Sussex County for a several years and has a current case load with certified home health aides available to serve the seniors of Sussex County and has been able meet the needs for the Title III clients, even in some of the more underserved or unserved areas in Sussex County. The agency has implemented a plan to retain and train staff through agency resources which should help with the demand for services in underserved areas within the County.

Note if there are no providers of the service in the planning and service area.

The numerous other providers in the service area, who were sent an application did not submit a Request for Proposal for the Certified Home Health Aide services. Many of the same potential providers have been sent applications in the past and continues not to express an interest to submit a completed application.

**DIFFERENCE BETWEEN SUPPLY AND NEED:**

Is the supply meeting the need for the service in the planning and service area?

Currently yes, but depending on the availability of home health aides in a specific area of the County, along with the lack of public transportation and the cost of fuel the supply and service to certain areas could be limited. This has been a problem for several years in the home health industry and in Sussex County and is expected to continue in the future. Currently no waiting list exists, or have existed for Title III Home Health Aide Services in Sussex County, however hours have been reduced in order to provide services to clients for the entire year. Res-Care has implemented a plan to retain and train staff through agency resources which should help with the demand for services in underserved areas within the County.

**EFFORTS TO MEET REMAINING NEED:**

Summary of AAA's efforts (in addition to list/documentation provided) to inform agencies that expressed interest in submitting a proposal as well as potential service providers, that APC funds were available (i.e., email, mailing, etc.) *(AAA should retain documentation to substantiate AAA's efforts to inform potential providers that APC funds were available)*

- **Announcement of the Request for Proposals were sent to 11 potential providers (Atlantic Private Care Services, Atlantic Home Care & Hospice, Visiting Nurse Association Northern NJ, Senior Helpers, Maxim Healthcare Services, Caring Touch Home Care, Visiting Angels, Home Helpers, Bayada Home Health Care, Above The Rest Home Care, LLC and ResCare Home Care NJ) in the Sussex County area that expressed interest in the past, or were known to the Division of Senior Services to be within the service area. The requests were advertised in local newspapers and on the county web-site for other potential bidders to respond. Due to staffing constraints and/or the requirement of the grant and the reporting seven possible potential bidders did not provide a bid. In the past Sussex County only has received one or two proposals for the Certified Home Health Aide services and it is always been a previous provider that submits the proposal.**
- **RFP was posted in the County Administration Building.**
- **RFP was mentioned at various community meetings and events beginning in January 2018 and prior to the release of the RFP in July.**
- **An email announcing the RFP was sent to the County database to reach potential bidders and interested parties, along with the Office of Minority and Multicultural Health.**
- **A Technical Assistance Meeting was conducted approximately two weeks after the RFP was released.**
- **RFP applications were sent to all potential interested parties that expressed an interest in applying for the service.**

Efforts made to inform minority contractors that APC funds were available *(AAA should retain documentation to substantiate AAA's efforts to inform minority providers that APC funds were available)*

**The request for minority providers and new providers to apply was mentioned in the public releases of the RFP. Minority providers were specifically requested in the announcement and title of the RFP that was sent to all providers and posted in all media outlets. An email announcing the RFP/Bids was sent to the Office of Minority and Multicultural Health.**

Summary of AAA's efforts to inform current service providers APC funds were available (i.e., email, mailing, etc.)

**Public notice, county web-site, applications sent to current, or known providers, which included 11 potential home health care providers in the Sussex County area.**

**Email and provider meetings mentioned above.**

RFP applications were specifically mailed to current service providers and 10 possible new service providers.

DETAILED WAIVER JUSTIFICATION (continued)

**JUSTIFICATION: PROVIDE WRITTEN JUSTIFICATION DETAILING WHY THE WAIVER IS BEING REQUESTED**

Provide details justifying the reason for requesting this waiver

The waiver justification is being requested since the agency is a for-profit business and no public or non-profit providers applied to provide this service. The Review Committee from the Division of Senior Services Advisory Committee felt that Res-Care New Jersey provided an acceptable proposal based on their cost, presence in Sussex County, their history of currently providing service and the continued ability to provide services to seniors. Res-Care HomeCare, New Jersey has made and will continue to make additional efforts if necessary to serve clients in the underserved or unserved areas of the county that currently exist.

**DIRECT SERVICE WAIVER - STATEMENT OF MONITORING ASSURANCES:**

A statement of assurances the AAA will monitor the direct service utilizing the same standards as non-AAA or outside service providers.

**Program will be monitored by staff from the Division of Senior Services for programmatic and fiscal requirements.**

**COMPREHENSIVE QUALITY & COST COMPARISON:**

AAA or Proprietary Agency can provide clearly superior services based on Quality (Administrative, Programmatic, and Monitoring), as well as Cost features.

**QUALITY OF SERVICES:**

- **ADMINISTRATIVE:** timely service provision, capacity to provide oversight

**Agency has trained staff and has successfully provided services to seniors in Sussex County, as well as other age groups for several years.**

- **PROGRAMMATIC:** staff capacity, experience, adequate supply of services to be provided, and coordination with other agencies

**Agency has adequate staff and the ability to recruit, train and retain additional staff if house to meet the demands of the contract. All staff is experienced and trained. Agency works with various agencies and discharge planners to provide the necessary services. Referrals will be accepted from a variety of agencies and providers and the Division of Senior Services.**

- **MONITORING**

**Provider will be monitored programmatically and fiscally by Division of Senior Services staff. The Division of Senior Services will also provide technical assistance regarding the requirements of the Area Plan and reporting procedures as needed. All recommendations will be followed up for compliance in accordance with the Older American's Act and the Sussex County Division of Senior Services. Agency does have experienced RN's and aides on staff that have numerous years of experience in the home health industry.**

**COST COMPARISONS:**

- More economical or at least comparable cost. Document:
  1. Specific **efforts and methods** made to obtain cost comparisons (documentation to substantiate these efforts must be maintained at AAA and available for DoAS review) **This was completed through competitive contracting and bid process by the County of Sussex Purchasing Office. Interested providers submitted RFP's if they were interested at providing the services.**
  2. **Actual cost comparison information for at least two (2) agencies as well as the AAA or Proprietary Provider Cost were provided but continuity of care was a prime consideration when awarding the bid.**
    - Res-Care New Jersey, the current provider will be providing Certified Home Health Aide Services to clients in Sussex County at a rate of \$19.50 per hour for Certified Home Health Aide for 2019, with an initial assessment of \$110.00 and \$55.00 for re-assessments if needed. The anticipated funds for the Certified Home Health Aide are expected to t serve 60% of the funds. The Housekeeping rate would be \$18.00 per hour for 2019 and is expected to serve 40% of the anticipated funding. The rates for 2020 are expected to increase to \$20.00 per hour and \$18.50 respectively.
    - Visiting Nurse Association of Norther NJ rate to provide the services for Certified Home Health Aides would be \$25.00 per hour, with no percentage of breakdown for the Housekeeping services that was requested in the RFP instructions.

DEPARTMENT OF HUMAN SERVICES ♦ DIVISION OF AGING SERVICES ♦ OFFICE OF AAA ADMINISTRATION

- Visiting Angel's rate to provide Certified Home Health Aide Services is \$25.00 per hour with a 2 hour minimum.
- The average rate in Sussex County for most Home Health Agencies is \$22.00 to \$25.00 per hour with a two hour minimum.
- 3. Summary describing how the service is competitive with other not-for-profit organizations that provide same/similar services.  
**Bids were distributed through the competitive bid process and only for-profit agencies applied for this service. Visiting Nurse Association of Norther NJ is a non-profit agencies but the rate of service is much higher.**

**DIRECT or PROPRIETARY SERVICE WAIVER - STATEMENT OF AFFECT ON SENIORS:**

Will services provided to seniors be adversely affected by direct service provision or proprietary provider?  
**No**

**PRIORITY SERVICE WAIVER DETAILS: SUPPLEMENTARY JUSTIFICATION**

Explain in Detail why the AAA is not allocating the required percentages of its Title III B funds (net Federal III B allocation after transfers) to deliver the three areas of mandated services (Access Services: 10%; Home Services: 10%; and Legal Assistance: 5%): *(Example might be Insufficient Need or current service system for particular service is sufficient to meet documented needs of older persons in the planning and service area)*

**WAIVER SIGNATURES (This section must be Dated and signed by all parties)**

A Waiver of an Area Plan Contract requirement is hereby submitted.

9/4/18  
Date

  
Area Agency on Aging Director Signature

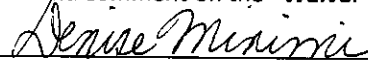
The Governing Body of the Area Agency on Aging has reviewed and approved the "Waiver Request."

Date

County Executive/Freeholder Signature

The Area Agency on Aging Advisory Council had the opportunity to review and comment on the "Waiver Request."

9/4/18  
Date



AAA Advisory Council Chairperson Signature

**Attach ALL of the following Required Documents to substantiate this waiver request:**

<input checked="" type="checkbox"/>	AAA's Formal written Contracting/RFP Procedures (dated)
<input checked="" type="checkbox"/>	Notification of Fund availability: Newspaper Advertisement(s) include specific services for which this waiver is requested in the county's "official newspaper" – <i>(may be in addition to but <u>not replaced by</u> county procurement portal (web))</i>
<input checked="" type="checkbox"/>	Copy of the Published RFP/Bid Specifications (Please do <b>NOT</b> attach total RFP or Contract)
<input checked="" type="checkbox"/>	To whom the RFP/Bid was Distributed: <input type="checkbox"/> List of current providers <input checked="" type="checkbox"/> List of interested providers <input type="checkbox"/> List of potential providers currently providing same/like services <input type="checkbox"/> List of minority providers
<input checked="" type="checkbox"/>	List of Public buildings and publications where fund availability notices were posted <i>(May be in addition to <u>but not replaced by</u> county procurement portal (web))</i>
<input type="checkbox"/>	Other:
<input type="checkbox"/>	For Priority Service Waivers - attach a copy of Public Notice and Record of Public Hearing held in relation to waiver request.

## WAIVER REQUEST

Per Policy Memorandum 91-9, III-4 Waiver Forms and Procedures for Area Agencies on Aging in granting a waiver from established Federal and State requirements, the Division assumes increased responsibility for effective implementation of the service or program involved. Therefore adequate documentation must be provided in order to justify its approval of a waiver request. AAAs must receive DoAS approval prior to service implementation.

<b>Area Agency on Aging</b>	<b>Sussex County Division of Senior Services</b>		
<b>Area Plan Contract (APC) Period</b>	<b>2019-2021</b>	<b>Date Submitted in SAGE</b>	<b>10/15/18</b>

**INSTRUCTIONS:**

1. **Complete one (1) Waiver Request Form for Each Service to be provided.** (One (1) Waiver submission for nutrition services will be sufficient for Congregate, Home Delivered Meals and/or Nutrition Education and Nutrition Counseling if documentation and narrative information is provided to substantiate each distinct service).
2. Select Type of Waiver Request and Complete corresponding chart i.e., funding source, service taxonomy code and name, etc.
3. Complete narrative sections.
4. Attach all required substantiating documents
5. Acquire dated signatures from all required parties
6. Upload complete waiver to form into SAGE - Miscellaneous attachments. *Incomplete forms will be returned delaying approval.*

**DIRECT SERVICE PROVISION WAIVER REQUEST**

Funding Source	Service Code	Service Taxonomy	\$ Funding <i>(Allocated Funding Source)</i>
<input type="checkbox"/> TITLE III B: Access, Home, Or Community Support Services <input type="checkbox"/> TITLE III D: Evidence-Based Health Promotion /Disease Prevention Services <input type="checkbox"/> TITLE III E: National Family Caregiver Support Program <input type="checkbox"/> OTHER PRIMARY FUNDING SOURCE for Program Services (i.e., SHTP or SSBG) _____			
<b><u>NUTRITION</u> Funding Sources</b>			
	<b>Service Code</b>	<b>Service Taxonomy</b>	<b>\$ Funding <i>(Allocated Funding Source)</i></b>
<input type="checkbox"/> TITLE III C-1:	435	Congregate Meals	
	438	Nutrition Education	
	439	Nutrition Counseling	
<input type="checkbox"/> TITLE III C-2:	436	Home Delivered Meals	
	438	Nutrition Education	
	439	Nutrition Counseling	
<input type="checkbox"/> STATE WEEKEND HOME DELIVERED MEALS:	437	State Weekend Home Delivered Meals	
<input type="checkbox"/> STATE HOME DELIVERED MEALS:	436	State Home Delivered Meals	

**PROPRIETARY SERVICE PROVIDER WAIVER REQUEST**

<b>PROPRIETARY SERVICE WAIVER EXCEPTION:</b> Section 306(a)(8)(c) of the Older Americans Act states- Case Management Services provided under Title III through the Area Agency will be provided by a Public or Non-Profit Provider.			
Service Provider (Official "legal" Name)	Res-Care New Jersey, Inc. D/B/A Res-Care HomeCare		
Funding Source	Service Code	Service Taxonomy	\$ Funding <i>(Allocated Funding Source)</i>
Title III B, COLA, State Match B-D, Title III E, State Match E	712 713	NFCSP Housekeeping NFCSP Certified Home Health Aide	\$35,495. Title III E, \$6,871. State Match E

**PRIORITY SERVICE PROVISION WAIVER REQUEST**

Funding Source		Service Code	Service Taxonomy	\$ Funding <i>(Allocated Funding Source)</i>
<input type="checkbox"/> ACCESS SERVICE <input type="checkbox"/> HOME SERVICE <input type="checkbox"/> LEGAL SERVICE				
Service Provider				
Public Hearing Date & Time			Public Hearing Location	

**OTHER WAIVER REQUEST: Describe**

**DETAILED WAIVER JUSTIFICATION**

**Provide objective data and information to substantiate circumstances that warrant a waiver from Federal and/or State Guidelines**

**NEED:**

What is the need for the service in the planning and service area as documented by AAA, service providers, Aging Network, public hearing, input from consumers, etc...)

In home services are a requirement of the Older American's Act, therefore 10% of the total Title III B funds are also currently being allocated to home health services, to fund the certified home health aide program. Due to the closing of the Social Adult Day Care in 2012 the Title III E funds are being used to provide additional in-home support services that will provide relief to caregivers. In home supportive services continues to be a need for seniors in Sussex County.

Describe process used to determine total need.

Assistance with ADL's and personal care was noted as a need for a percentage of the population in the needs assessment which was completed in early 2018, along with the 10 focus groups that was completed in 2017 and 2018 by the Division of Senior Services. Caregiver issues and support were also noted as an issue in the needs assessment and focus groups.

Identify sections in current APC where these needs are discussed:

The needs and objectives of the projects.

**SUPPLY:**

List all available providers in the planning and service area

Atlantic Home Care & Hospice, Visiting Nurse Association of Northern NJ, Senior Helpers, Maxim Healthcare Services, Caring Touch Home Care, Visiting Angels, Home Helpers, Res-Care Home Care New Jersey, Atlantic Private Care Services, Bayada Home Health Care, Above The Rest Home Care LLC.

Include, for each provider, current and potential service capabilities

Res-Care Home Care New Jersey - Currently provides services in Sussex County for self-paying clients, Title III and other programs and departments within the County of Sussex. Agency provided a percentage breakdown of certified home health aide services and housekeeping which was requested in the RFP instructions.

Atlantic Home Care & Hospice, Senior Helpers, Maxim Healthcare Services, Caring Touch Home Care, Visiting Angels, Home Helpers, Atlantic Private Care Services, Bayada Home Health - All of the mentioned agencies provide services in Sussex County for self-paying clients, or for other State related programs or sources and have not expressed an interest in supplying, or applying for services for Title III, or the Division of Senior Services. Some agencies have limited staffing and resources to fully serve Sussex County leaving some areas of the county unserved or underserved.

Visiting Nurse Association of Northern NJ - Has applied to provide services for Title III and the Division of Senior Services in the past and currently, but the hourly cost of the service to be provided was much higher than then current provider and competitive bid that was submitted. The agency did not provide a

breakdown of certified home health aide services and housekeeping which was requested in the RFP instructions.

**Above The Rest Home care LLC** – Requested a RFP application but did not submit a completed application by the requested due date.

Process used to determine total supply and service capability.

The cost per hour (unit of service) divided by the total amount of funding being allocated for the Certified Home Health Aide Service by the Division of Senior Services, along with an estimated voluntary client contribution toward the cost of the service. Res Care HomeCare New Jersey has existed in Sussex County for a several years and has a current case load with certified home health aides available to serve the seniors of Sussex County and has been able meet the needs for the Title III clients, even in some of the more underserved or unserved areas in Sussex County. The agency has implemented a plan to retain and train staff through agency resources which should help with the demand for services in underserved areas within the County.

Note if there are no providers of the service in the planning and service area.

The numerous other providers in the service area, who were sent an application did not submit a Request for Proposal for the Certified Home Health Aide services. Many of the same potential providers have been sent applications in the past and continues not to express an interest to submit a completed application.

**DIFFERENCE BETWEEN SUPPLY AND NEED:**

Is the supply meeting the need for the service in the planning and service area?

**Currently yes, but depending on the availability of home health aides in a specific area of the County, along with the lack of public transportation and the cost of fuel the supply and service to certain areas could be limited. This has been a problem for several years in the home health industry and in Sussex County and is expected to continue in the future. Currently no waiting list exists, or have existed for Title III Home Health Aide Services in Sussex County, however hours have been reduced in order to provide services to clients for the entire year. Res-Care has implemented a plan to retain and train staff through agency resources which should help with the demand for services in underserved areas within the County.**

**EFFORTS TO MEET REMAINING NEED:**

Summary of AAA's efforts (in addition to list/documentation provided) to inform agencies that expressed interest in submitting a proposal as well as potential service providers, that APC funds were available (i.e., email, mailing, etc.) *(AAA should retain documentation to substantiate AAA's efforts to inform potential providers that APC funds were available)*

- **Announcement of the Request for Proposals were sent to 11 potential providers (Atlantic Private Care Services, Atlantic Home Care & Hospice, Visiting Nurse Association Northern NJ, Senior Helpers, Maxim Healthcare Services, Caring Touch Home Care, Visiting Angels, Home Helpers, Bayada Home Health Care, Above The Rest Home Care, LLC and ResCare Home Care NJ) in the Sussex County area that expressed interest in the past, or were known to the Division of Senior Services to be within the service area. The requests were advertised in local newspapers and on the county web-site for other potential bidders to respond. Due to staffing constraints and/or the requirement of the grant and the reporting seven possible potential bidders did not provide a bid. In the past Sussex County only has received one or two proposals for the Certified Home Health Aide services and it is always been a previous provider that submits the proposal.**
- **RFP was posted in the County Administration Building.**
- **RFP was mentioned at various community meetings and events beginning in January 2018 and prior to the release of the RFP in July.**
- **An email announcing the RFP was sent to the County database to reach potential bidders and interested parties, along with the Office of Minority and Multicultural Health.**
- **A Technical Assistance Meeting was conducted approximately two weeks after the RFP was released.**
- **RFP applications were sent to all potential interested parties that expressed an interest in applying for the service.**

Efforts made to inform minority contractors that APC funds were available *(AAA should retain documentation to substantiate AAA's efforts to inform minority providers that APC funds were available)*

The request for minority providers and new providers to apply was mentioned in the public releases of the RFP. Minority providers were specifically requested in the announcement and title of the RFP that was sent to all providers and posted in all media outlets. An email announcing the RFP/Bids was sent to the Office of Minority and Multicultural Health.

Summary of AAA's efforts to inform current I service providers APC funds were available (i.e., email, mailing, etc.)  
**Public notice, county web-site, applications sent to current, or known providers, which included 11 potential home health care providers in the Sussex County area.**  
 Email and provider meetings mentioned above.  
**RFP applications were specifically mailed to current service providers and 10 possible new service providers.**

DETAILED WAIVER JUSTIFICATION (continued)

**JUSTIFICATION: PROVIDE WRITTEN JUSTIFICATION DETAILING WHY THE WAIVER IS BEING REQUESTED**

Provide details justifying the reason for requesting this waiver

The waiver justification is being requested since the agency is a for-profit business and no public or non-profit providers applied to provide this service. The Review Committee from the Division of Senior Services Advisory Committee felt that Res-Care New Jersey provided an acceptable proposal based on their cost, presence in Sussex County, their history of currently providing service and the continued ability to provide services to seniors. Res-Care HomeCare, New Jersey has made and will continue to make additional efforts if necessary to serve clients in the underserved or unserved areas of the county that currently exist.

**DIRECT SERVICE WAIVER - STATEMENT OF MONITORING ASSURANCES:**

A statement of assurances the AAA will monitor the direct service utilizing the same standards as non-AAA or outside service providers.

**Program will be monitored by staff from the Division of Senior Services for programmatic and fiscal requirements.**

**COMPREHENSIVE QUALITY & COST COMPARISON:**

AAA or Proprietary Agency can provide clearly superior services based on Quality (Administrative, Programmatic, and Monitoring), as well as Cost features.

**QUALITY OF SERVICES:**

- **ADMINISTRATIVE:** timely service provision, capacity to provide oversight

**Agency has trained staff and has successfully provided services to seniors in Sussex County, as well as other age groups for several years.**

- **PROGRAMMATIC:** staff capacity, experience, adequate supply of services to be provided, and coordination with other agencies

**Agency has adequate staff and the ability to recruit, train and retain additional staff if house to meet the demands of the contract. All staff is experienced and trained. Agency works with various agencies and discharge planners to provide the necessary services. Referrals will be accepted from a variety of agencies and providers and the Division of Senior Services.**

- **MONITORING**

**Provider will be monitored programmatically and fiscally by Division of Senior Services staff. The Division of Senior Services will also provide technical assistance regarding the requirements of the Area Plan and reporting procedures as needed. All recommendations will be followed up for compliance in accordance with the Older American's Act and the Sussex County Division of Senior Services. Agency does have experienced RN's and aides on staff that have numerous years of experience in the home health industry.**

**COST COMPARISONS:**

- More economical or at least comparable cost. Document:
  1. **Specific efforts and methods** made to obtain cost comparisons (documentation to substantiate these efforts must be maintained at AAA and available for DoAS review) **This was completed through competitive contracting and bid process by the County of Sussex Purchasing Office. Interested providers submitted RFP's if they were interested at providing the services.**
  2. **Actual cost comparison information for at least two (2) agencies as well as the AAA or Proprietary Provider Cost were provided but continuity of care was a prime consideration when awarding the bid.**
    - Res-Care New Jersey, the current provider will be providing Certified Home Health Aide Services to clients in Sussex County at a rate of \$19.50 per hour for Certified Home Health Aide for 2019, with an initial assessment of \$110.00 and \$55.00 for re-assessments if needed. The anticipated funds for the Certified Home Health Aide are expected to t serve

60% of the funds. The Housekeeping rate would be \$18.00 per hour for 2019 and is expected to serve 40% of the anticipated funding. The rates for 2020 are expected to increase to \$20.00 per hour and \$18.50 respectively.

- Visiting Nurse Association of Norther NJ rate to provide the services for Certified Home Health Aides would be \$25.00 per hour, with no percentage of breakdown for the Housekeeping services that was requested in the RFP instructions. The average rate in Sussex County for most Home Health Agencies is \$22.00 to \$25.00 per hour with a two hour minimum.

3. Summary describing how the service is competitive with other not-for-profit organizations that provide same/similar services.

Bids were distributed through the competitive bid process and only for-profit agencies applied for this service. Visiting Nurse Association of Norther NJ is a non-profit agencies but the rate of service is much higher.

**DIRECT or PROPRIETARY SERVICE WAIVER - STATEMENT OF AFFECT ON SENIORS:**

Will services provided to seniors be adversely affected by direct service provision or proprietary provider?

No

**PRIORITY SERVICE WAIVER DETAILS: SUPPLEMENTARY JUSTIFICATION**

Explain in Detail why the AAA is not allocating the required percentages of its Title III B funds (net Federal III B allocation after transfers) to deliver the three areas of mandated services (Access Services: 10%; Home Services: 10%; and Legal Assistance: 5%): (Example might be Insufficient Need or current service system for particular service is sufficient to meet documented needs of older persons in the planning and service area)

**WAIVER SIGNATURES (This section must be Dated and signed by all parties)**

A Waiver of an Area Plan Contract requirement is hereby submitted.

9/6/18  
Date

*Jouraine Henry*  
Area Agency on Aging Director Signature

The Governing Body of the Area Agency on Aging has reviewed and approved the "Waiver Request."

Date

County Executive/Freeholder Signature

The Area Agency on Aging Advisory Council had the opportunity to review and comment on the "Waiver Request."

9/6/18  
Date

*Denise Misiune*  
AAA Advisory Council Chairperson Signature

**Attach ALL of the following Required Documents to substantiate this waiver request:**

<input checked="" type="checkbox"/>	AAA's Formal written Contracting/RFP Procedures (dated)
<input checked="" type="checkbox"/>	Notification of Fund availability: Newspaper Advertisement(s) include specific services for which this waiver is requested in the county's "official newspaper" – (may be in addition to but <u>not replaced by</u> county procurement portal (web))
<input checked="" type="checkbox"/>	Copy of the Published RFP/Bid Specifications (Please do <b>NOT</b> attach total RFP or Contract)
<input checked="" type="checkbox"/>	To whom the RFP/Bid was Distributed: <ul style="list-style-type: none"> <li><input type="checkbox"/> List of current providers</li> <li><input type="checkbox"/> List of interested providers</li> <li><input type="checkbox"/> List of potential providers currently providing same/like services</li> <li><input type="checkbox"/> List of minority providers</li> </ul>
<input checked="" type="checkbox"/>	List of Public buildings and publications where fund availability notices were posted (May be in addition to <u>but not replaced by</u> county procurement portal (web))
<input type="checkbox"/>	Other:
<input type="checkbox"/>	For Priority Service Waivers - attach a copy of Public Notice and Record of Public Hearing held in relation to waiver request.



## Request for Service Provision by a Governmental Agency

*Per Policy Memorandum 2015-8, 1-8 Contracting Procedures, AAAs must justify that a public entity meets all of the required criteria for providing service(s) and receive DoAS approval prior to contracting with a governmental agency.*

Area Agency on Aging	Sussex County Division of Senior Services		
Area Plan Contract (APC) Period	2019-2021	Date Submitted in SAGE	10/15/18
Governmental Agency name	Sussex County Division of Social Services	Type (✓ check one): State <input checked="" type="checkbox"/> County <input checked="" type="checkbox"/> Municipal <input type="checkbox"/> Other (identify) <input type="checkbox"/>	

**Instructions:**

- On each line below, list only one Service Code & Taxonomy Service Name. Add lines as necessary
- Provide proposed start date for each service.
- Check "Yes" (✓) if that taxonomy service name was included in the official newspaper notification of fund availability.
- Check "No" (✓) if service was not included in the official newspaper notification of fund availability.
  - Complete sections A-E for each "No" to substantiate why the AAA determined that the service(s) needed to meet the needs of older adults would best be provided by this governmental agency.
- Upload signed and dated form into SAGE - Miscellaneous attachments. *Incomplete forms will be returned delaying approval.*

**\*\*\*Note:** To add a service not specifically requested below prior to service provision additional forms must be submitted for approval

Services to be provided by Governmental Agency			
Service Code & Taxonomy Service Name (List only one per line. Add lines as needed )	Proposed Service Start Date	Service was specified in the Official Newspaper Notification of Fund Availability <b>and</b> the competitive contracting process (✓ check Yes or No)	
		YES	NO* (Complete sections A-E below)
104 Outreach	1/1/2019		No
105 Care Management	1/1/2019		No

**For each service** in the "NO" column above provide information in sections A.-E. provide distinct **objective** substantiation **and Specify documentation on file and available to substantiate information provided in your responses.** (Note: No space restrictions - Expand boxes as needed.)

**A. SUCCESSFUL HISTORY OF PROVIDING SERVICE:**

Document in detail the provider's history of providing the service.

Sussex County Division of Social Services has provided the services of Care Management and Outreach since the inception of NJ EASE in 1997 for the Division of Senior Services. They have provided insight on what the needs of the clients are and how they enter the system for services even before NJ EASE came into existence. Services to the elderly and disabled have always been a primary focus of their social work department under the Adult Service component. In 2007 Sussex County moved the primary care management and outreach site to the Division of Social Services where it could be more effectively coordinated with Medicaid, Food Stamps, Adult Protective Services, Peer Grouping, SSBG, JACC and Global Options care management.

The goal of the our Outreach and Care Management is to offer older residents assistance in achieving optimum independence, responsibility, and dignity through the efficient utilization and coordination of programs and services available in the community and to prevent institutionalization when possible.

**B. DUE TO THEIR UNIQUE EXPERTISE AND ACCESS TO RESOURCES ENABLES THEM TO QUICKLY IMPLEMENT A NEW PROGRAM:**

Document in detail the provider's unique expertise and how their access to resources enables them to quickly implement a new program. The networks for referrals both to and from the agency are firmly in place. The social workers work closely with the larger social service community to meet the needs identified in the initial outreach. Referrals are made by phone, by fax and sometimes in person. Social Services works with home health care agencies, physicians, hospital social workers and discharge planners, nursing home social workers, special medical equipment suppliers, the Meals on Wheels program, Senior Services, Public Health Nursing, and mental health services as well as many informal supports within the community including family, friends and neighbors. Once the referral is made an outreach call is made to the client and a home visit is usually made. The client is then assessed as to what services are needed and if on-going services are needed the client then is transferred to care management. If the client does not need to have on-going services the information and referral are done at the initial outreach.

Because the Division of Social Services provides case management for the Global Options waiver program, along with determining Medicaid, Food Stamp eligibility and is also the county Adult Protective Service provider, they

are in an excellent position to assess for services and coordinate these programs when doing an outreach call, as well as providing Care Management. They also work closely with all the home care agencies in the county and some out of the county and often work out "creative solutions" involving a combination of programs to meet a need. They work with the discharge departments and social workers of the nursing homes and hospitals when clients have been hospitalized, or are in the nursing home for subacute in an effort to maintain continuity of services. The efforts prevent duplication of services and maximize the services that can be provided for the clients.

#### C. CAPACITY TO SERVE THE ANTICIPATED NUMBER OF CLIENTS/UNITS

Document in detail the provider's capacity to serve the anticipated number of clients/units.

The provider will receive referrals from the Division of Senior Services and other providers for clients in need of Outreach or Care Management services. The provider also has an established base of clients that are in need of either services and can provide services to these clients when the need arises, or when new clients are referred or contact the Division of Social Services. The Division of Social Services anticipates serving at least 820 units to at least 48 clients for Outreach and at least 1,314 units to at least 24 clients for Care Management. This is based on previous history with the program, anticipated funding and the need for each service. In order to adequately serve the clients and to meet their needs the agency will:

- Adhere to the ADRC Outreach and Care Management Standards based on the service needed. Complete initial I&A (Information and Assessment) to determine if the client is in need of Outreach or Care Management services.
  - Contact each senior that is referred, usually by phone first, followed up by field visit. The first visit would be considered as Outreach to determine the needs and advise the client of available services and programs.
  - Any additional visits or follow-up, if required would be considered as Care Management.
- At the first home visit, the individual will be assessed, services and programs will be discussed, and a care plan will be developed based on individual choice and need (if necessary), along with the availability and connection to services. Additional visits or follow-up would be considered as Care Management.
- Clients will be case managed and referred to Global Options, JACC, Statewide Respite, SSBG chore services and other community resources as appropriate based on need and financial eligibility.
  - Refer to on-going Care Management services if appropriate.
  - Arrange and care manage for needed services through programs listed above.
  - Follow up calls to make sure that clients are connected with services referred to and monitor the effectiveness of the services in the care plan.
  - Reassessment and care plan adjustment as appropriate. Care management continues until the case is stabilized and/or the client no longer needs the service.

#### D. ABILITY TO PROVIDE PROGRAM/FISCAL ADMINISTRATIVE OVERSIGHT

Document in detail the provider's ability to provide program/fiscal administrative oversight.

The director and administrative supervisor of Family Services for the Division of Social Services will provide the supervision and support to administer the daily activities and functions of the program. Programmatic and fiscal monitoring will take place at least once a year by the staff from the Division of Senior Services to ensure compliance and accuracy of the program and reporting. Technical assistance will be provided if necessary as needed.

Document in detail for each Service:

1. Specific efforts and methods made to obtain cost comparisons (documentation to substantiate these efforts must be maintained at AAA and available for DoAS review) No other service providers are available to provide the type of service being requested and based on the amount of funding provided. The Sussex County Division of Social Services has provided the services of Outreach and Care Management for several years.
2. Actual cost comparison information for at least two (2) agencies as well as the Governmental Provider The Sussex County Division of Social Services provides Outreach and Care Management services at an cost of \$19.00 per unit for each service. Social Services already has an established client base and accepts referrals from the Division of Senior Services and other referring agencies. Costs were compared to two non-profit agencies in Sussex County for similar Outreach and Care Management services. NORWESCAP provides similar, but not equal to services at \$17.00 per visit/per hour, or \$2.00 per phone call with an approximate 15-20 minute limit per call. The Center for Prevention and Counseling provides Outreach and Care Management services at a cost of \$75.00 per hour.

3. Summary describing how the service is competitive with other not-for-profit organizations that provide same/similar services. **Other government entities are not available in Sussex County to provide these type of services. Other non-profit agencies in Sussex County can only provide similar Outreach and Care Management services and do not have an established senior client base.**

**E. COST OF SERVICE IS COMPETITIVE WITH OTHER NOT-FOR-PROFIT ORGANIZATIONS THAT PROVIDE SAME/SIMILAR SERVICES.**

**SIGNATURES** (This section *must* be Signed and Dated by all parties) A Governmental Agency Provider services justification is hereby submitted.

8/9/18  
Date

*Lorraine Henry*  
Area Agency on Aging Director Signature

Date

Governmental Agency Provider Signature

The Area Agency on Aging Advisory Council had the opportunity to review and comment on the Governmental Agency Provider services justification."

9/6/18  
Date

*Denise Minnie*  
AAA Advisory Council Chairperson Signature

## Request for Service Provision by a Governmental Agency

*Per Policy Memorandum 2015-8, I-8 Contracting Procedures, AAAs must justify that a public entity meets all of the required criteria for providing service(s) and receive DoAS approval prior to contracting with a governmental agency.*

Area Agency on Aging	Sussex County Division of Senior Services		
Area Plan Contract (APC) Period	2019-2021	Date Submitted in SAGE	10/15/2018
Governmental Agency name	Sussex County Division of Social Services	Type (✓ check one): State X County Municipal Other (identify)	

**Instructions:**

- On each line below, list only one Service Code & Taxonomy Service Name. Add lines as necessary
- Provide proposed start date for each service.
- Check "Yes" (✓) if that taxonomy service name was included in the official newspaper notification of fund availability.
- Check "No" (✓) if service was not included in the official newspaper notification of fund availability.
  - Complete sections A-E for each "No" to substantiate why the AAA determined that the service(s) needed to meet the needs of older adults would best be provided by this governmental agency.
- Upload signed and dated form into SAGE - Miscellaneous attachments. *Incomplete forms will be returned delaying approval.*

**\*\*\*Note:** To add a service not specifically requested below prior to service provision additional forms must be submitted for approval

Services to be provided by Governmental Agency			
Service Code & Taxonomy Service Name (List only one per line. Add lines as needed)	Proposed Service Start Date	Service was specified in the Official Newspaper Notification of Fund Availability <u>and</u> the competitive contracting process (✓ check Yes or No)	
		YES	NO* (Complete sections A-E below)
324 Adult Protective Services	01/01/2019		No

**For each service** in the "NO" column above provide information in sections A.-E. provide distinct **objective** substantiation and **Specify** documentation on file and available to substantiate information provided in your responses. (Note: No space restrictions - Expand boxes as needed.)

**A. SUCCESSFUL HISTORY OF PROVIDING SERVICE:**

Document in detail the provider's history of providing the service. **Sussex County Division of Social Services has provided the services of Adult Protective Services (APS) for many years and has been the only provider to provide this service for the Division of Senior Services since APS was incorporated into the Area Plan Contract several years ago. Sussex County Division of Social Services receives a variety of Federal, State and County funds for various social service programs that serve the senior and disabled population, as well as the general population. As client circumstances change, APS cases are "closed", and client continues to be served from other division programs such as Social Service Block Grant, New Jersey ADRC, Peer Grouping, EFSP, Medicaid and Food Stamps.**

**B. DUE TO THEIR UNIQUE EXPERTISE AND ACCESS TO RESOURCES ENABLES THEM TO QUICKLY IMPLEMENT A NEW PROGRAM:**

Document in detail the provider's unique expertise and how their access to resources enables them to quickly implement a new program. **The provider would continue the currently provided Adult Protective Services. The Division of Social Services has established guidelines and internal controls, and integrates Adult Protective Services with other client serving programs, i.e. Medicaid, ADRC, Peer Grouping, EFSP, Social Service Block Grant and Food Stamps.**

**All APS activities are conducted by staff who have met the required 90 hours of APS training. 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. 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. 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. 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. 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. 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. Until a court determines that an individual is "lacking in capacity", that individual is considered to have capacity. 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. 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.

**C. CAPACITY TO SERVE THE ANTICIPATED NUMBER OF CLIENTS/UNITS**

Document in detail the provider's capacity to serve the anticipated number of clients/units.  
 The Division of Social Services will provide the 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.

Accepted social work practice techniques will be used including methods learned in the required 90 hour Adult Protective Services training that staff has taken. The situation of any person in the community at least 18 years of age in danger of abuse, neglect and/or exploitation will be evaluated. Persons who meet the Adult Protective Services' criteria will be served. There are no income or resource eligibility restrictions. Adult Protective Services are available to all persons legally residing in Sussex County who meet the criteria.

Adult Protective Services staff is reachable at the Division of Social Services by phone, fax, e-mail, postal service, or in person, and will respond to contacts within the time frame required by NJAC 8:89. The Division of Social Services' building is handicapped accessible and on the local transit bus route, however most APS visits, intake and on-going, are made in the homes of clients and their families. Community outreach is undertaken in order that persons with concerns and referrals contact Social Services as the only official agency performing APS services in Sussex County.

**D. ABILITY TO PROVIDE PROGRAM/FISCAL ADMINISTRATIVE OVERSIGHT**

Document in detail the provider's ability to provide program/fiscal administrative oversight.  
 The director and administrative supervisor of Family Services for the Division of Social Services will provide the supervision and support to administer the program. The fiscal oversight will be administered by the treasury department for the County of Sussex and the Division of Senior Services. Fiscal monitoring will take place by staff from the Division of Senior Services to ensure compliance and accuracy of the program and reporting. Programmatic monitoring for this program is completed by the APS unit from the New Jersey Department of Human Services.

**E. COST OF SERVICE IS COMPETITIVE WITH OTHER NOT-FOR-PROFIT ORGANIZATIONS THAT PROVIDE SAME/SIMILAR SERVICES.**

Document in detail for each Service:  
 1. Specific efforts and methods made to obtain cost comparisons (documentation to substantiate these efforts must be maintained at AAA and available for DoAS review) No other service providers are available to provide this type of service for the amount of funding provided.  
 2. Actual cost comparison information for at least two (2) agencies as well as the Governmental Provider N/A  
 3. Summary describing how the service is competitive with other not-for-profit organizations that provide same/similar services. Other government entities are not available to provide this type of service.

**SIGNATURES** (This section must be Signed and Dated by all parties) A Governmental Agency Provider services justification is hereby submitted.

9/6/18 \_\_\_\_\_  
 Date Area Agency on Aging Director Signature

\_\_\_\_\_ Date Governmental Agency Provider Signature

The Area Agency on Aging Advisory Council had the opportunity to review and comment on the Governmental Agency Provider services justification."

9/6/18 \_\_\_\_\_  
 Date AAA Advisory Council Chairperson Signature

## Request for Service Provision by a Governmental Agency

*Per Policy Memorandum 2015-8, 1-8 Contracting Procedures, AAAs must justify that a public entity meets all of the required criteria for providing service(s) and receive DoAS approval prior to contracting with a governmental agency.*

Area Agency on Aging	Sussex County Division of Senior Services		
Area Plan Contract (APC) Period	2019-2021	Date Submitted in SAGE	10/15/18
Governmental Agency name	Sussex County Office of Transit	Type (✓ check one): State <input type="checkbox"/> County <input checked="" type="checkbox"/> Municipal <input type="checkbox"/> Other (identify) <input type="checkbox"/>	

**Instructions:**

- On each line below, list only one Service Code & Taxonomy Service Name. Add lines as necessary
- Provide proposed start date for each service.
- Check "Yes" (✓) if that taxonomy service name was included in the official newspaper notification of fund availability.
- Check "No" (✓) if service was not included in the official newspaper notification of fund availability.
  - Complete sections A-E for each "No" to substantiate why the AAA determined that the service(s) needed to meet the needs of older adults would best be provided by this governmental agency.
- Upload signed and dated form into SAGE - Miscellaneous attachments. *Incomplete forms will be returned delaying approval.*

**\*\*\*Note:** To add a service not specifically requested below prior to service provision additional forms must be submitted for approval

Services to be provided by Governmental Agency			
Service Code & Taxonomy Service Name (List only one per line. Add lines as needed )	Proposed Service Start Date	Service was specified in the Official Newspaper Notification of Fund Availability <u>and</u> the competitive contracting process ( ✓ check Yes or No)	
		YES	NO* (Complete sections A-E below)
106 Transportation	1/1/2019		No

**For each service** in the "NO" column above provide information in sections A.-E. provide distinct **objective** substantiation **and Specify documentation on file and available to substantiate information provided in your responses.** (Note: No space restrictions - Expand boxes as needed.)

**A. SUCCESSFUL HISTORY OF PROVIDING SERVICE:**

Document in detail the provider's history of providing the service.

Sussex County Office of Transit/Skylands Ride has provided the services of Senior Transportation for over 33 years for the Division of Senior Services. They have provided transportation services upon request from seniors registered with the Office of Transit. Any senior aged 60 or over may call the Transit office at least 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.

**B. DUE TO THEIR UNIQUE EXPERTISE AND ACCESS TO RESOURCES ENABLES THEM TO QUICKLY IMPLEMENT A NEW PROGRAM:**

Document in detail the provider's unique expertise and how their access to resources enables them to quickly implement a new program.

Transportations goal is to provide the most efficient, safest and highest quality paratransit services to Sussex County's seniors. 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.

The Office of Transit/Skylands Ride is an active participant in the United We Ride Stakeholders Group, which coordinates transportation services throughout the county.

**C. CAPACITY TO SERVE THE ANTICIPATED NUMBER OF CLIENTS/UNITS**

Document in detail the provider's capacity to serve the anticipated number of clients/units.

Any agency or entity may make referrals to the transportation program, but the participant (or their agent) must register the participant for services. The registration process consists of a short phone call to collect basic information on the participant's age, ethnicity, mobility, any conditions that might affect the ability to use paratransit and address. Trips can be booked at the same time the registration is done.

All vehicles are accessible and equipped with wheelchair lifts. Other assistive and mobility devices such as canes and walkers are also accommodated, boarding chairs are available for those who are ambulatory but who cannot

climb the stairs to get into a bus. Service dogs and personal assistants are also allowed on all vehicles. The services will be provided Monday- Friday, from 5 am to 6 pm, except for holidays and weekends.

**D. ABILITY TO PROVIDE PROGRAM/FISCAL ADMINISTRATIVE OVERSIGHT**

Document in detail the provider's ability to provide program/fiscal administrative oversight.

The Director of Transit and the Program Director of Transit will provide the supervision and support to administer the program under the guidelines of the Older Americans Act. The fiscal oversight and accounting will be administered by the Treasury Department for the County of Sussex. Programmatic and fiscal monitoring will take place by staff from the Division of Senior Services to ensure compliance and accuracy of the program and reporting.

**E. COST OF SERVICE IS COMPETITIVE WITH OTHER NOT-FOR-PROFIT ORGANIZATIONS THAT PROVIDE SAME/SIMILAR SERVICES.**

Document in detail for each Service:

1. Specific efforts and methods made to obtain cost comparisons (documentation to substantiate these efforts must be maintained at AAA and available for DoAS review)
2. Actual cost comparison information for at least two (2) agencies as well as the Governmental Provider. Sussex County Office of Transit/Skylands Ride is providing transportation in Sussex County at \$15.00 per trip. A comparison was made to two local for profit companies and the following rates apply:
  - State Shuttle could provide a basic trip from Franklin to Newton for \$100.00 one-way (approximately 15 miles), this does not include a tip to the driver.
  - Dad's Taxi the one-way cost from Franklin to Newton would be at least \$35.00, Sussex to Newton (approximately 15 miles) \$35.00 to \$50.00 depending on number of miles, Wantage to Newton (approximately 20 miles) \$35.00 to \$50.00.
3. Summary describing how the service is competitive with other not-for-profit organizations that provide same/similar services. Only four local municipalities provide transportation to their residents only, but the hours and types of trips provided are limited. In the cases where the local municipalities cannot meet the needs of the client and provide the transportation Sussex County Office of Transit will transport the clients from the respective areas. Due to the high costs of providing transportation two local municipalities provide funding directly to Sussex County Office of Transit to meet the transportation needs of their clients.
 

The Assisted Transportation provider will only provide transportation to clients that require additional assistance for shopping and medical appointments and who's needs can't be met by the Sussex County Office of Transit. Some limited out of-county transportation is provided. Logisticare only provides transportation to Medicaid clients.

**SIGNATURES** (This section must be Signed and Dated by all parties) A Governmental Agency Provider services justification is hereby submitted.

9/6/18  
Date

Josaine Henry  
Area Agency on Aging Director Signature

Date

Governmental Agency Provider Signature

The Area Agency on Aging Advisory Council had the opportunity to review and comment on the Governmental Agency Provider services justification."

9/6/18  
Date

Denise Minton  
AAA Advisory Council Chairperson Signature