DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES CONTRACT MODIFICATION APPROVAL FORM

FILE YEAR:

file Atlantic COUNTY

2014 60187

CONTRACT NUMBER:

CONTRACT AGENCY:	Family Service	of Atlantic Coun	ty	MODI	FICATIO	ON# 1
		SFY XX	SFY 201	4	TOT	
Current DMHAS	Contract Ceiling: _	\$	\$		\$1,021	,040
Amount of Increa	se / (Decrease):	\$	\$		\$	
New DMHAS Co	ntract Ceiling:	\$	\$		\$1,021	,040
Annualized Impac	ct of Increase / (Dec	rease):		_	\$	
Brief Statement on	Requested Action &	& Staff Comments:				
Change of expira	ation date from 5/	15/13- 2/14/14 to 5	5/15/13 -4/1/14	ŀ		
	615 from persor	nnel to travel due	to additional t	travel co	osts for	visits to
	pdated?	YES	NO		x	N/A
DMHAS Staff Appr	rovals:					
(Initial & Date only	after reviewing all	proposed contract ch	anges)			
Program Analyst / S	Specialist	Initial		Date	2/24	E-Mail (attached form)
Contract Administr	ator	x // Initial	2/25/14	Date		(attached form)
C.A. Supervisor		Initial		Date		
Bureau Chief, Cont	racts	[C] Initial	2/25/14	Date		
Payment Instructio						
	Contract Ceilin	g change recorded by	OFMO Payment	Unit:		
-		Initials		Date		
Contracts U	nit Processing In	formation:	YES	NO		
	included in this Mo			<u> </u>		
	saved onto ShareP ovided with this M		X		C.A.	initials if "YES"
Budget Modificati	on Posted to Netwo	ork "L" Drive?	X			

STATE OF NEW JERSEY DEPARTMENT OF HUMAN SERVICES CONTRACT MODIFICATION FORM

P1.10 ATTCH A

Provider Agen	cy Name Family Service Associa	ation Modification # 1
Fiscal-Year-Er		Contract Term 5/15/13 thru 4/1/14
	60187	Cognizant Contract: Yes No
	fected by the Modification Nev	y Jersey Division of Mental Health and Addiction Services
	recently approved Contract Modificat	ion NONE
	fective date for this Contract Modifica	
•	ble area(s) to be modified:	
2.	ge exceeding the Flexible Limits. fer of budgeted cost across DHS Contrese of Federal and/or other revenue acrose to the method of allocating G&A, the ion or deletion of an entire Budget categories of Line Items within Budget Categories of Line Items	m 5/15/13 to 2/14/14 to the revised term 5/15/13 to 4/1/14. ract or Clusters. ross DHS Contracts or Clusters. re indirect cost rate and/or its application. regory (A through M individually). regory (B) Consultants and Professional Services. regory (B) Consultants and Professional Services.
	1	Please attach an explanation
This form, its Rate Informat Contract Mod	tion Summary, constitute this entire Co	of the programmatic Annex and/or the revised itemized Annex B budget or ontract Modification. The persons whose signatures appear below agree to the
ВҮ:	(\$ignature) Cindy Herdman-Ivins	/ (Signature)
	(type name)	Lynn A. Kovich (type name)
Title _	President/Ceo	Title Assistant COMMISSIONER
Provider		Departmental
Agency:	Family Service Association	Component: DM HAS
Date:		Date: 2/25/14
DATE EFFE	CTIVE	3/1/2014
OCP&M rev. 2/	/05	(To be completed by the Department)

STATE OF NEW JERSEY - DEPARTMENT OF HUMAN SERVICES **DIVISION OF MENTAL HEALTH SERVICES**

Agency: Family Service Association

Modification #:

1

Contract Term: 5/15/2013 - 4/1/2014

Contract #: 60187

Effective Date: 2/21/2014

Annex B Categories: (Budget Summary)	Prior DMHS Contract Ceiling	In	crease (+)	De	ecrease (-)	C	Revised DMHS Contract Ceiling	
A. Personnel Services	\$ 910,450			\$	19,615	\$	890,835	J
B. Consultant & Professional Fees	\$ -					\$	-	
C. Materials & Supplies	\$ 9,000					\$	9,000	٨
D. Facility Costs	\$ 5,682					\$	5,682	1
E. Specific Assistance to Clients	\$ -					\$	-	
F. Other	\$ 95,908	\$	19,615	·		\$	115,523	7
G. General & Administrative Costs						\$	_	_
DMHS Subtotal (A through G)	\$ 1,021,040	\$	19,615	\$	19,615	\$1	,021,040	
Less: Cost Sharing / Revenue Offset				_		\$	_	
Net Operating Expenses	\$ 1,021,040	\$	19,615	\$	19,615	\$1	,021,040	
Add: Equipment Purchases	\$ -	_		_		\$	-	
NET DMHS CONTRACT CEILING	\$ 1,021,040	\$	19,615	\$	19,615	\$1	,021,040	
Add: Non-Cognizant DHS Award						\$		
TOTAL DMHS CONTRACT AWARD	\$ 1,021,040	\$	19,615	\$	19,615	\$1	,021,040)

Page 2 of 3

filename: Mod Form - Page 2.xls

revised: 10-11-02

STATE OF NEW JERSEY - DEPARTMENT OF HUMAN SERVICES DIVISION OF MENTAL HEALTH SERVICES

Agency: Family Service Association

Modification #:

Contract Term: 5/15/2013 - 4/1/2014

Contract #: 60187

Effective Date: 2/21/2014

Program Element	Code	Prior DMHS Contract Ceiling	Increase (+)	Decrease (-)	Revise DMH Contra Ceilin	S act
Hope & Healing RSP		\$1,021,040			\$ 1,021	,040
					\$	-
					\$	-
					\$	-
					\$	-
	×				\$	-
					\$	-
					\$	-
				-	\$	-
					\$	-
	ļ				\$	-
NET DMHS CONTRACT CEILING		\$1,021,040	\$ -	\$ -	\$ 1,021	,040
Add: Non-Cognizant DHS Award					\$	-
TOTAL DMHS CONTRACT AWARD		\$1,021,040	\$ -	\$ -	\$ 1,021	,040

Page 3 of 3

filename: Mod Form - Page 3.xls

revised: 10-11-02

RSP Line-Item Budget Narrative for the Individual Service Provider

Name of Service Provider: Family Service Association

Designated areas: Atlantic Co., Ocean Co. (lower) Cape May Co. (upper);

Total estimated number to be served via primary services:

PROVIDER COSTS nize position titles from Part V.C.2. Add rows as needed.) gram Lead \$35. Per hour x 40 hours x 38 ks tant Program Lead \$30 per hour x 40 s x 38 weeks Counselors \$25. 14 FTE x 40 hours x 5 weeks inistrative Assistant/Data Entry \$12 per	No. of FTE	Hour s 40	Week s	Rat e	53,200.
Add rows as needed.) gram Lead \$35. Per hour x 40 hours x 38 ks tant Program Lead \$30 per hour x 40 s x 38 weeks Counselors \$25. 14 FTE x 40 hours x 5 weeks	FTE 1	40	38	е	53,200.
Add rows as needed.) gram Lead \$35. Per hour x 40 hours x 38 ks tant Program Lead \$30 per hour x 40 s x 38 weeks Counselors \$25. 14 FTE x 40 hours x 5 weeks				35	53,200.
tant Program Lead \$30 per hour x 40 s x 38 weeks Counselors \$25. 14 FTE x 40 hours x 5 weeks				35	53,200.
s x 38 weeks s Counselors \$25. 14 FTE x 40 hours x 5 weeks	1	40			
5 weeks			38	30	45,600.
inistrative Assistant/Data Entry \$12 per	14	40	36.95	25	517,362.
x 40 hours x 38 weeks	1	40	38	12	18,240.
l Support \$20 per hour x 40 hours x 38	1	40	38	20	30,400.
and Wages					664,802.
mples are health insurance and unemplo rance.) Includes Health Care insurance; mployment Insurance; Social Security;			34%		226,033.
l Costs			1		890,835.
Item Description					Total Cost
		Mile s	Week s	Rate	
ng, and per diem costs incurred directly by the p	rovider.				
el 402 miles per day (average) x 38weeks x .41 p 0.	er mile =	2009	38	.41	31,300
\$30 per day x 7 days x 38 weeks		days	38	\$30.	5,700.
Subtotal Travel Costs					37,000.
			Unit Cost	No. of Unit	
	ng, and per diem costs incurred directly by the post include consultant/trainer travel costs. Add rosed.) el 402 miles per day (average) x 38weeks x .41 post. 530 per day x 7 days x 38 weeks	1 402 miles per day (average) x 38weeks x .41 per mile = 0. \$30 per day x 7 days x 38 weeks	ze travel types here; include estimated mileage rate, air, ag, and per diem costs incurred directly by the provider. It include consultant/trainer travel costs. Add rows as ed.) el 402 miles per day (average) x 38weeks x .41 per mile = 0. 2009 \$30 per day x 7 days x 38 weeks sts	ze travel types here; include estimated mileage rate, air, ag, and per diem costs incurred directly by the provider. at include consultant/trainer travel costs. Add rows as ed.) el 402 miles per day (average) x 38weeks x .41 per mile = 0. 2009 38 \$30 per day x 7 days x 38 weeks 38 Unit Cost	ze travel types here; include estimated mileage rate, air, ag, and per diem costs incurred directly by the provider. at include consultant/trainer travel costs. Add rows as ed.) el 402 miles per day (average) x 38weeks x .41 per mile = 0. 2009 38 .41 \$30 per day x 7 days x 38 weeks the state of the provider of th

	45.000 .1 0.1 1 0.0 11	T.		
	\$5,000 must be listed under supplies. Add rows as needed.)			
	Not applicable			
Subtotal E	quipment Costs			0.
Supplies C	Costs	Unit Cost	No. of Unit s	
	(Itemize supply costs here. Add rows as needed.)			
	Office Supplies \$500 per month x 9 months = \$4500	500	9	4,500.
	Program Supplies \$500 per months x 9 months = \$4500	500	9	4,500.
Subtotal Sup	oplies Costs			9,000.
Consultan	nt/Trainer Costs – Not Applicable	Daily Rate	No. of Days	
Rates	(Itemize contractual consultant/trainer costs here. Add rows as needed.)			
Travel	(Itemize consultant/trainer travel costs here. Add rows as needed.)			
Subtotal C	Contractual Consultant/Trainer Costs	VIIIIIII		0.
Media/Pu	ıblic Information Costs			
•	(Itemize contractual media and public information costs here needed.)	e. Add rov	ws as	
	Brochures/print materials/magnets/pens/outreach materials = \$2,000.	ostage = \$	200.	2,200.
	Print Advertising: Press of Atlantic City Hometown Section: once per month @ \$295 = \$1,180	00		
	Shore News Today/The Current Weekly: once per month for 9 months @ \$517	.00		
	The Sandpiper (LBI): twice per month @ \$167.00			
	Patch (Ocean City, Galloway) :ongoing monthly for 9 months @ \$225.00			73,443.
Subtotal (Subtotal Contractual Media/Public Information Costs			
	vice Provider Costs			75,643.
J.1.3. J.1.	(Itemize other service provider costs here. Add rows as need	ed.)		
	Cell phones \$20 per month x 16 phones x 9 months = \$2,880.	,		2,880.
	Rent, Maintenance, Janitorial Service			5,682.
Subtotal Ot	Rent, Maintenance, Janitorial Service her Service Provider Costs			5,682. 8,562.

Hope & Healing RSP Program #60187 Budget Modification Request 2/21/2014

We are requesting permission to reallocate \$19,615 from Personnel costs to Travel Expenses.

The reason for the increase in Travel expenses was that when the FEMA centers closed, the program transitioned to a primary outreach model whereby the staff incurred travel expenses to an extended number of locations.



State of New Jersey

DEPARTMENT OF HUMAN SERVICES
DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES
CAPITAL PLACE ONE, 222 S. WARREN STREET
P. O. BOX 727
TRENTON, NJ 08625-0727

CHRIS CHRISTIE
Governor

KIM GUADAGNO

Lt. Governor

JENNIFER VELEZ.

Commissioner

LYNN A. KOVICH Assistant Commissioner

November 20, 2013

Cindy Herdman Ivins, President/CEO Family Service Association 3073 English Creek Avenue Egg Harbor Township, NJ 08234

Dear Ms. Herdman lvins:

As previously discussed, on behalf of the New Jersey Department of Human Services, Division of Mental Health and Addiction Services, I am pleased to inform you that Family Service Association has been awarded a Regular Services Program (RSP) grant in the amount of \$1,021,039.60 (Contract #60183). As you are aware, the grant is funded through the Federal Emergency Management Agency and is to be used for crisis counseling services in response to the people affected by Super Storm Sandy who reside in Atlantic, Ocean (lower region) and Cape May counties (upper region). The grant will support your continuation of outreach services in the affected communities. You should also continue to provide documentation of services using the forms supplied by the grantor. The forms may be accessed at http://www.samhsa.gov/dtac/CCPtoolkit/CCPmaterials.htm.

Funding for this grant began as of May 15, 2013 and actual provision of services will close on February 14, 2014. However, additional time has been allocated to assist you in closing out this program administratively. The agency will be able to maintain fiscal, data, and program positions to assist in the close out with an end date of April 1, 2014. A written report of services provided and a final report of expenditures will need to be completed preferably by the close of business on April 2, 2014 while there is still support staff funded under the grant available to compete the work, as no additional extensions will be possible. You will be contacted by the assigned DMHAS staff with additional information regarding these reports.

As in previous awards, a separate accounting of these funds must be maintained. A new award summary is being prepared and will be sent to you. Please work with your contract administrator, Howard Woliver, to submit the required documents to complete modify the new-your contract to extend the term to 4/1/14.

Once again, thank you for all the support you are providing to the people impacted by this disaster and your patience throughout this process. As always, your help and support are very much appreciated. If you have any questions or concerns, please do not hesitate to contact the project Director, Adrienne Fessler Belli, at (609) 273-9307.

Sincerely,

Lynn A. Kovich Assistant Commissioner

c: Adrienne Fessler Belli Brian Moss Susanne Rainier Laura Pierce-Foglia Roger Borichewski Vivian Schwartz Howard Woliver

STATE OF NEW JERSEY DEPARTMENT OF HUMAN SERVICES

Family Service Assn. Atlantic Co. Contract #60187 FY'14 (FEMA)

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.

<u>Subcontractee</u> 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 <u>Section 3.13 Audit</u> 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 Statues. 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. 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/.

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 $\underline{\text{U.S.C.}}$ section 276a $\underline{\text{et}}$ $\underline{\text{seq}}$. 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 $\underline{P7.01}$, 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 <u>Section 3.13 Audit</u>.

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

Page 11 June 2010 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 <u>aggregate</u> 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:

- 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).
- 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.

CONTRACT SIGNATURES AND DATES

The terms of this Contract have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Contract set forth on the preceding pages in Articles I through Article V, and any related Annexes.

This Contract contains 23 pages and is the entire agreement o he parties. Oral evidence tending to contradict, amend or supplement he Contract is inadmissible; the parties having made the Contract as he final and complete expression of their agreement.	f
BY: Mullium BY: (signature)	
Cindy Herdman Ivins Lynn A. Kovich (type name)	
ITLE: President/CEO TITLE: Assistant Commissioner (type)	
ROVIDER DEPARTMENTAL GENCY: Family Service Association COMPONENT: DMHAS (type) (type)	
ATE: July 18, 2013 DATE: 8/27/13	
Contract Effective Date: 05/15/2013	
Contract Expiration Date: 02/14/2014	
Contract Number: 60187	
Contract Ceiling: \$1,021,040.00	
Federal ID#:_	
rovider Contact Individual: Cindy Herdman Ivins (Print Name)	



State of New Jersey

DEPARTMENT OF HUMAN SERVICES
DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES
CAPITAL PLACE ONE, 222 S. WARREN STREET
P. O. BOX 727
TRENTON, NJ 08625-0727

CHRIS CHRISTIE

Governor

KIM GUADAGNO Lt. Governor JENNIFER VELEZ
Commissioner

LYNN A. KOVICH
Assistant Commissioner

May 15, 2013

Cindy Herdman Ivins, President/CEO Family Service Association 3073 English Creek Avenue Egg Harbor Township, NJ 08234

Dear Ms. Herdman lvins:

1,021,040.00

On behalf of the New Jersey Department of Human Services, Division of Mental Health and Addiction Services. I am pleased to inform you that Family Service Association has been awarded a awarded a Regular Services Program (RSP) grant in the amount of \$1,021,039.60 Contract #60187). As you are aware, the grant is funded through the Federal Emergency Management Agency and is to be used for crisis counseling services in response to the people affected by Super Storm Sandy who reside in Atlantic, Ocean (lower region) and Cape May counties (upper region). The grant will support your continuation of outreach services in the affected communities. You should also continue to provide documentation of services using the forms supplied by the grantor. The forms may be accessed at http://www.samhsa.gov/dtac/CCPtoolkit/CCPmaterials.htm.

As previously mentioned, the grant will provide for an additional nine months of services. Funding for this grant period is scheduled to begin on May 15, 2013 and will close on February 14, 2014. A written report of services provided and a final report of expenditures will need to be completed no later than 30 days after the RSP closes. A separate accounting of these funds must be maintained. You will be contacted with additional information regarding these reports.

A new award summary is being prepared and will be sent to you. Please work with your contract administrator, Howard Woliver, to submit the required documents to complete the new contract.

Contract #6013 for the Immediate Services Program (ISP) is terminated as of 5/14/13. A written report of services provided and a final report of expenditures will need to be completed by 6/14/13. Please submit the report of services to Adrienne Fessler-Belli and the report of expenditures to Howard Woliver.

Once again, thank you for all the support you are providing to the people impacted by this disaster and your patience throughout this process. As always, your help and support are very much appreciated. If you have any questions or concerns, please do not hesitate to contact the project Director, Adrienne Fessler Belli, at (609) 273-9307.

Sincerely.

Lynn A. Kovich

Assistant Commissioner

c: Adrienne Fessler Belli Brian Moss Susanne Rainier Laura Pierce-Foglia Roger Borichewski Vivian Schwartz Howard Woliver

N. J. DIVISION OF MENTAL HEALTH SERVICES FUNDING AWARD FOR OTHER YEAR 2014

(as revised 5-21-2013)

AGENCY:	FAMILY SERVICE	ASSOCIATION OF AT	LANTIC
CONTRACT NUMBER:	60187		
CONTRACT PROGRAMS:	FEMA-RSP		
DMHS AWARD FOR FY 2014:	\$1,021,040		
	3,000	.,	
		5/15/13-2/14/14	
MARCH 2013 CONTRACT BASE:			
ADD: FEMA RSP AWARD		\$1,021,040	
		3	
OY 2013 & PLANNED OY 2014 AWA	ARDS:	\$1,021,040	\$0

N.J. DEPARTMENT OF HUMAN SERVICES DIVISION OF MENTAL HEALTH SERVICES

ANNEX B-4

CONTRACT PROVISIONS SUMMARY FOR COST-RELATED CONTRACTS

The provisions in this summary are intended to supplement and further explain specific contract requirements, some of which may be cited in the Standard Language Agreement, in Annexes A and C, and in the DHS Contract Policy and Information Manual and Contract Reimbursement Manual.

Provider Agency:	Family Service Association of	Atlantic County	
Contract Number:	60187	Federal I.D. #.	
Contract Term:	5/15/2013-2/14/2014	Contract Ceiling:	\$1,021,040

I. Monitoring of Contract Services

The Provider Agency is responsible for monitoring its level of contracted services in a timely and accurate manner, in accordance with the provisions in Annex A and for reporting such services to DMHS via Quarterly Contract Monitoring Reports (QCMR's) and Client Registry diskettes (USTF's), and/or specific narrative or other required report formats. DMHS staff, likewise, will monitor contracted services and may require additional information or reports of the Provider Agency staff/programs during scheduled monitoring visits.

II. Maximum DMHS Contract Payment (Contract Ceiling)

The maximum amount of DMHS contract funding for the contract period is listed above, with additional budget detail attached, as necessary. This is a cost-reimbursement contract, and DMHS funding is to be treated as last-dollar-in. Any contract funds which are unexpended, or expended for purposes other than those listed on the attached budget detail, shall be recovered by DMHS upon receipt of the Final Report.

III. Contract Modification

The terms and commitments of this contract may be modified at any time during the contract period, upon written approval by both DMHS and the Provider Agency, utilizing the Modification Forms supplied by DMHS. Any changes must be approved prior to the effective date; retroactive Modifications will not be approved.

IV. Contract Termination

The contract may be terminated by either DMHS or the Provider Agency, for any reason or cause, with 60 days written notice to the other party. (See Standard Language Document, Section IV)

V. Financial Audit

The Provider Agency must have an organization-wide audit prepared each year by a licensed New Jersey Certified Public Accountant. Two (2) copies of the audit report are to be forwarded to DMHS in a timely manner. The Provider Agency must comply with the Department of Human Services Single Audit Policy (P7.06). Department and Division staff reserve the right ro conduct financial surveys, reviews, and audits of the Provider Agency's mental health-related records, as deemed necessary.

VI. Contract Closeout

Closeout shall be accomplished when the Provider Agency submits a Final QCMR or other Program Report (due 30 days after contract expiration), the audited financial statements for the Provider's fiscal year, and a Final Report of Expenditures (ROE) for the contract, due within 120 days of contract expiration. DMHS staff, upon desk review of these documents, shall determine whether program commitments were achieved, and whether any DMHS funds need to be recovered or disbursed. (See P7.01)

VII. Records Retention

The Provider Agency shall retain all financial and program records, correspondence, and supporting documents and worksheets for a period of four (4) years following submission if the final reports. Client charts and service records shall be retained for a period of five (5) years after the service termination date, for adult clients and, for a period of five (5) years after the client's eighteenth birth date, for children.

VIII. Compliance Requirements

The Provider Agency shall implement the contract in full compliance with the Department of Human Services' Contract Policy and Information Manual and Contract Reimbursement Manual, and the DMHS Rules and Regulations governing Community Mental Health Services, including revisions or modifications to these documents. In addition, DMHS policy memoranda shall periodically instruct Provider Agencies on issues of contract performance and procedure.

IX. Contract Documents

The Provider Agency shall submit the following completed documents, which upon review and signature, shall constitute the entire DMHS contract with the Provider Agency:

- Two (2) Standard Language Documents or Agreements with Another State Agency
- -Two (2) Standard Language Documents-Annex B-4
- -Annex C-Supporting Information
- -Annex A-Program Commitments or Narrative Format
- -Annex A Program Information Form
- -Annex B-4 and Budget Detail page(s)
- -Copies of Subcontract Agreements (if Applicable)

X. Contract Payment

DMHS will pay the Provider Agency on the reimbursement system as described in Annex C.

(B-4) revised 9/98

REGULAR SERVICES CRISIS COUNSELING GRANT PROGRAM IN RESPONSE TO SUPER STORM SANDY

ANNEX A

The Crisis Counseling (CCP) Regular Services Program of services is intended to assist individuals impacted by Super Storm Sandy. The program must be provided in the communities where individuals reside and in the areas where they congregate. It is not an office based program of services. For the purposes of program branding, the program is called *New Jersey Hope and Healing*. This is the only name that may be used to identify the program per federal requirements.

Documentation of services provided is required by grant participants. Guidance and the forms for documentation of services are available at http://www.samhsa.gov/dtac/CCPtoolkit/CCPmaterials.htm under the evaluation section. Reports of Expenditures will follow the regular DMHAS procedures unless otherwise notified. There is a federal rule against supplantation of services. Written program reports must be provided within two weeks following the end of the program using the format to be provided by the DMHAS Project Director.

Traditional mental health services are not funded under this program. Program participants are required to attend training to be arranged by DMHAS to ensure compliance with the CCP model per federal requirements. Counselors providing services in the affected communities must go out in pairs for safety and support.

The Provider is funded through a Federal Emergency Management agency grant to provide crisis counseling services in response to the people affected by Super Storm Sandy who reside in the designated counties. Services will include:

- Community based outreach and face to face crisis counseling services provided by counselors who are trained through the New Jersey Division of Mental Health and Addiction Services, Disaster and Terrorism Branch. Counselors are required to work at a minimum in teams of two.
- Information and referral services for programs that are outside of the scope of the Crisis Counseling Program (CCP) program including more intensive clinical behavioral health services.
- Documentation of services provided using the forms supplied by the grantor and accessed through: http://www.samhsa.gov/dtac/CCPtoolkit/CCPmaterials.htm.
- Every effort must be made to reach stated levels of service and to follow the program plan as described in the Regular services Grant Application submitted to FEMA.

Agency Name: Family Service Association
Address: 3073 English Creek Avenue Egg Harbor Township, NJ 08234
Phone, 609-569-0239
Chief Executive Officer: Cindy Herdman-Ivins, President/CEO Prepared by. Ronald Boguszewski. CFO 8/26/2013

STATE OF NEW JERSEY DEPARTMENT OF HUMAN SERVICES ANNEX B: CONTRACT INFORMATION FORM

Agency Federal I.D. #:
Charities Registration #:
Non-Profit___X_ For-Profit_
Budget Period:
Schedules Completed: or Public Agency______5/15/2013 - 2/14/2014

Cash or Accrual _ X___ Accounting Basis

	 	 	 	 	 			_
						DMHS	Division	Contracting
						60187	Contract #	
Total						Regular Services Program	Division Contract # Column # and Program Name	
\$1,021,040						\$1,021,040	Ceiling	Reimbursable
						\$1,021,040 Case Mgmnt.	Type of Service Contract Type Method	
						CR	Contract Type	
						-	Method	
						Howard Woliver	Person	Division Contact
						Same as above	and Telephone #	Division Contact Provider Agency Contact Person

Division Use Only	Budget: I certify that the cost data used
	to prepare this contract budget is current,
Contract #	complete, and in accordance with the
	governing principles for determining costs.
Effective Dates: through	(A)
Division	Agency Authorized Signatory

reported herein are current, accurate, and in accordance with the contract budget and the governing principles for determining costs. Expenditure Report: I certify that the expenditures - CFG 8/26/243

Fiscal Officer

Subtotal Other Service Provider Costs	8,562
TOTAL PROVIDER COSTS: 1,0	,021,039.60

BUDGET NARRATIVE:

Personnel Costs

Salaries and Wages – Describe how salaries and wages were determined for each staff position and why these costs are necessary.

Salaries for Crisis Counselors are set at \$25 per hour which is the market rate for the profession. The hourly rate for the Program Lead is \$35 per hour, as the position requires the skills of the crisis workers plus administrative and supervisory experience. The hourly rate for the Team Lead is \$30 per hour, as the position also requires the skills of the crisis workers plus supervisory experience. We are requesting funding to hire one full-time Program Lead, one full time Assistant Program Lead and fourteen full-time Crisis Counselors. We believe this is the minimum number of staff persons that will be needed to fill the county's needs for crisis counseling and psycho-educational information for survivors of Hurricane Sandy. We are also requesting funding for a 40 hour per week Administrative Assistant/Data Entry at \$12.00 per hour, and for a Fiscal Support clerk for 40 hours per week at \$20 per hour. We are providing inkind services of the Media Specialist and the Director of Development, both of whom will perform public relations activities, and the Chief Financial Officer and the President/CEO, who will provide program oversight. The Vice President of Behavioral Health Services will also provide supervision and administrative oversight to the program through in-kind services. While we did not calculate an actual value of these services, in general we would use the rate of 15% of the salary totals to calculate the value.

Fringe Benefits

We have used the rate of 34% for fringe benefits as this is our agency determined rate for full-time employees. The 34% fringe rate covers health care insurance, unemployment insurance, worker's compensation insurance, and other mandated payroll deductions such as social security.

Travel Costs

Providers typically calculate staff cost of travel by estimating miles to be traveled and applying the rates that were normally used for their specific agency. Explain why travel is necessary to support the program and where you expect staff to travel.

This program will cover Atlantic County, lower Ocean County and upper Cape May County. Travel between Egg Harbor Township, where our offices are located, and some parts of lower Ocean County and Burlington County can be as much as 150 miles roundtrip. Tolls are required

to travel the roads that enable access between the two places. We have estimated an average of 150 miles a day for travel because one team may travel 100 miles round trip while another only travels 20 miles round trip on any given day. We have also estimated \$30 per day per team for tolls, again because tolls may be higher for one team and lower for another on any given day. Cost: Travel = 150 miles/day x 5 days x 38 weeks x .41 cents per mile = \$11,685. Tolls: \$30. Per day x 5 x 38 weeks days = \$5,700. Total travel cost = \$17,385.

Equipment Costs

There are no equipment costs for this program.

Supplies Costs

General office supplies usually include items purchased to support the use of printers, copiers and fax machines such as paper and toner but could include additional similar items.

We are requesting two categories of supplies for this project:

<u>General Office Supplies</u> - \$500 per month x 9 months = \$4,500. This is for consumable supplies for 22 people such as pens, paper, printer ink, notebooks, etc.

<u>Program Supplies</u>: \$500 per months x 9 months = \$4500. This funding will be divided between the teams for each team to further support program and office supplies to be used directly with individuals and families that are victims of Hurricane Sandy.

Consultant/Trainer Costs – This item is not applicable as training is usually provided by the State free of charge.

Media

Media costs may cover advertisements in local papers about services available, public service announcements and supplies for developing and duplicating informational materials such as brochures and flyers. Branding of the program is important and items such as tee shirts (for counselors), pens, and magnets may be purchased with the program name and contact information to help promote the program.

Brochures/print materials/magnets/pens/outreach materials = \$2,000. Postage = \$200.

Advertising in local newspapers, including their social media, blogging and editorial:

- Press of Atlantic City Hometown Section: once per month @ \$295 = \$2,655
- Shore News Today/The Current Weekly:once per month for 9 months @ \$517.00 = \$4,653
- The Sandpiper (LBI): twice per month @ \$167.00 = \$3,006
- Patch (Ocean City, Galloway) :ongoing monthly for 9 months @ \$225.00 = \$2,025

Total advertising: \$12,339 TOTAL MEDIA = \$14,539

Other Costs:

Cell phones: Cell phones for crisis workers, the Project Lead and the Assistant Project Lead will be an important component of this project. We are deeply concerned about the safety of our staff and their ability to communicate with us at all times. We have therefore budgeted disposable cells phones in this budget. The cost of 16 cell phones is \$20 per month x 16 phones x 9 months = \$2,880.

Rent and Maintenance: While Family Service Association was able to provide in-kind office space for the immediate and interim service period, we cannot afford to continue this for this Regular Services Grant. The disallowance of any General and Administrative Costs has placed a burden upon Family Service Association. FSA is contributing the cost of Administrative oversight, business insurances, audit as well as other General and Administrative expenses as our in-kind contribution. This in-kind contribution is valued at over \$30,000. All FSA programs contribute to the cost of the facilities. We respectfully request reimbursement for the Hope and Healing space. We have calculated rent and maintenance for this grant using three 9x10 offices in our headquarters building. We will be providing telephone and utilities as an in-kind expense for this program. The cost of rent and maintenance is \$631.33 per month x 9 months = \$5,682.

Budget on pages 95-102

Family Service Association (Atlantic, Cape May-upper, Ocean-lower Counties)

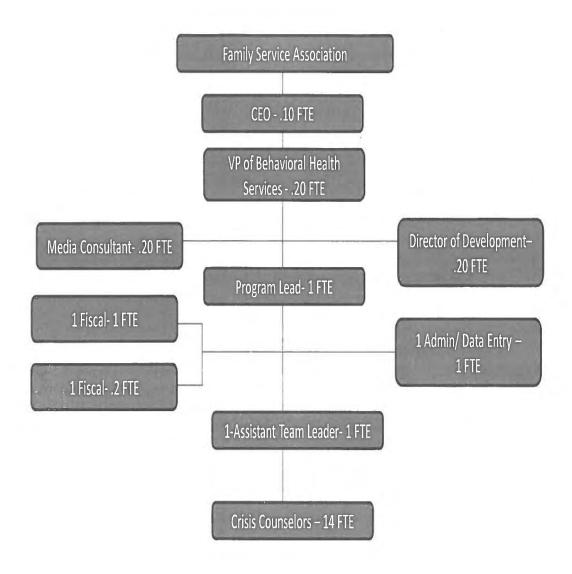
Estimated 3,849 persons for Primary Services

Section 2: Staffing

Service Provider name: Family Service Association

	Grant I	Tunded	Projected In-Kind			
Type of Staff	Number of Staff Members	Number of FTEs (based on 40 hours per week)	Number of Staff Members	Number of FTEs (based on 40 hours per week)		

Program Lead	1	1		
Team Leader	2	2		
Crisis Counselors	22	14		
Fiscal Support	1	1	2 1	.20
Administrative Support				
(data entry/secretarial)	1	1		
Media Consultant			1	.20
V.P. Behavioral Health				
Svcs			1	.20
President/CEO			1	.10
Director of Development			1	.20
TOTAL:	27	19	5	.90



in-kind staff

Program Funded staff

Budget Line Item	Total Costs	In-Kind (funds contributed by the provider)
Salaries and Wages	725,040	
Fringe <u>34</u> %	34 6,514	
Subtotal Personnel Costs	व्यारहप	*Please refer to
Travel	22,059	statement in narrative.
Equipment	0	
Supplies	9,000	
Consultant/Trainer Costs	0	
Media/Public Information Costs	14,539	
Other Service Provider Costs	8,562	
Total (f.) ¹ :	1,021,040	

1 Letters in parentheses indicate the corresponding budget category on the SF-424a

RSP Line-Item Budget Narrative for the Individual Service Provider

Name of Service Provider: Family Service Association

Designated areas: Atlantic Co., Ocean Co. (lower) Cape May Co. (upper);

	Item Description					Total Cost	
EXT'S	Provider Co	STS					
Personnel Co	osts	No. of FTE	Hours	Weeks	Ra te		
	(Itemize position titles from Part V.C.2. here. Add rows as needed.)						
	Program Lead \$35. Per hour x 40 hours x 38 weeks	1	40	38	35	53,200	
	Team Lead \$30 per hour x 40 hours x 38 weeks	2	40	38	30	91,200	
	Crisis Counselors \$25. 14 FTE x 40 hours x 38 weeks	14	40	38	25	532,000	
	Administrative Assistant/Data Entry \$12 per hour x 40 hours x 38 weeks	1	40	38	12	18,24	
	Fiscal Support \$20 per hour x 40 hours x 38 weeks	1	40	38	20	30,400	
Subtotal Sala	aries and Wages					725,040	
Fringe	The 34% fringe rate covers health care insurance. unemployment insurance, worker's compensation insurance, and other mandated payroll deductions such as social security 34%						
Subtotal Personnel Costs							

RSP Line-Item Budget Narrative for the Individual Service Provider

Name of Service Provider: Family Service Association

Designated areas: Atlantic Co., Ocean Co. (lower) Cape May Co. (upper);

Budget Line Item	Item Description					Total Cost
Madel	Provider Cos [*]	TS				
Personnel Co	osts	No. of FTE	Hours	Weeks	Rate	
Salaries and	(Itemize position titles from Part V.C.2. here. Add rows as needed.)					
Wages	Program Lead \$35. Per hour x 40 hours x 38 weeks	1	40	38	35	53,200
	Team Lead \$30 per hour x 40 hours x 38 weeks	2	40	38	30	91,200.
1	Crisis Counselors \$25. 14 FTE x 40 hours x 38 weeks	14	40	38	25	532,000
	Administrative Assistant/Data Entry \$12 per hour x 40 hours x 38 weeks	1	40	38	12	18,240
	Fiscal Support \$20 per hour x 40 hours x 38 weeks	1	40	38	20	30,400
Subtotal Salar	ries and Wages					725,040
Fringe Subtotal Pe	health insurance and unemployment insurance.) Inclinsurance; pension; Unemployment Insurance; Social rsonnel Costs			34%		246,514 <u>971,</u> 554
Budget Line Item	Item Description					Total Cost]
Travel Costs			Miles	Weeks	Rate	1 2 1 1 1
	(Itemize travel types here; include estimated mileage relodging, and per diem costs incurred directly by the prediction of the properties	rovider.				
	Travel 150 miles per day (average) x 38weeks x .41 per $=$ \$5,320.	er mile	750	38	.41	11,685
Tolls: \$30 per day x 5 days x 38 weeks 5 days					\$30	5,700
Subtotal Trav	el Costs					17,385
Equipment Costs				Unit	No. of Units	
	Costs			Cost	Ontis	
	(Itemize equipment costs here. Individual expenses un be listed under supplies. Add rows as needed.)	nder \$5,000	0 must	Cost	Olits	1 2 2
	(Itemize equipment costs here. Individual expenses un	nder \$5,000	0 must	Cost	Citts	

Supplies C	osts	Unit Cost	No. of Units						
	(Itemize supply costs here. Add rows as needed.)								
	Office Supplies \$500 per month x 9 months = \$4500	500	9	4,500					
	Program Supplies \$500 per months x 9 months = \$4500	500	9	4,500					
Subtotal Su	pplies Costs			9,000					
Consultant	t/Trainer Costs – Not Applicable	Daily Rate	No. of Days						
Rates	(Itemize contractual consultant/trainer costs here. Add rows as needed.)								
Travel	(Itemize consultant/trainer travel costs here. Add rows as needed.)								
Subtotal Co	ontractual Consultant/Trainer Costs			0.					
Media/Pub	olic Information Costs								
	(Itemize contractual media and public information costs here. Add rows as needed.)								
	Brochures/print materials/magnets/pens/outreach materials = \$2,000. Postage = \$200.								
	Print Advertising:								
	Press of Atlantic City Hometown Section: once per month @ \$295 = \$1,180 Shore News Today/The Current Weekly: once per month for 9 months @ \$517.00								
	The Sandpiper (LBI): twice per month @ \$167.00								
	Patch (Ocean City, Galloway): ongoing monthly for 9 months @ \$225	.00							
and (count city, canceraj). Singering monthly for a monthly to a monthly to a									
Subtotal Co	ontractual Media/Public Information Costs			14,539					
Other Serv	vice Provider Costs								
	(Itemize other service provider costs here. Add rows as needed.)								
	Cell phones \$20 per month x 16 phones x 9 months = \$2,880.								
	Rent and Maintenance			5,682					
Subtotal O	ther Service Provider Costs			8,562					
	Tor	AL P ROVIDE	R COSTS:						