



Approved as to Form and Legality

Date Adopted

Committee

[Signature]
Michael M. Mulligan, Esq.
Salem County Counsel

September 20, 2017

Administrative

RESOLUTION APPOINTING AN ARCHITECT OF RECORD FOR THE COUNTY OF SALEM

WHEREAS, the Salem County Purchasing Agent as authorized Contracting Agent for the Board of Chosen Freeholders of the County of Salem requested, received, and opened sealed proposals on Tuesday, September 12, 2017 at 2:00 P.M., prevailing time for the position of Architect of Record for the County of Salem and the receipt of which proposal was duly advertised in accordance with the law and in such case made and provided; and

WHEREAS, pursuant to New Jersey State Law N.J.S.A. 19:44A-20.7 a "Fair and Open" practice, as adopted by the Board of Chosen Freeholders, was utilized by the County of Salem in the determination of this award; and

WHEREAS, all proposal results and recommendations for contract award are on file in the office of the Purchasing Agent, 110 Fifth Street, in the County of Salem, New Jersey as required by law; and

WHEREAS, it has been determined that the firm of **Garrison Architects** has substantially met the necessary qualifications for the fulfillment of this contract, and further has provided the documentation necessary to successfully fulfill the requirements of the County of Salem; and

WHEREAS, the Salem County Treasurer has certified that funding for this contract shall be encumbered in accordance with N.J.A.C. 5:30-5.4 and this agreement shall further be contingent upon the availability and appropriation of sufficient funds contained in the 2017 Budget of the County of Salem under the item Facilities Management O/E (7-01-26-31-210-200).

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

1. The Board of Chosen Freeholders of the County of Salem awards a contract for Architect of Record for the County of Salem, subject to the approval of the County Solicitor, to **Garrison Architects** of Bellmawr, New Jersey in the amount not to exceed \$50,000.00 (Fifty Thousand Dollars and Zero Cents).
2. The contract commencing, October 1, 2017 and terminating September 30, 2018, shall be completed in full accordance with the terms and conditions of the contract.
3. The Freeholder Director and the Clerk of the Board shall be authorized to execute said contracts.

[Signature]
ROBERT J. VANDERSLICE, Freeholder Director
Board of Chosen Freeholders

I hereby certify the foregoing to be a true resolution adopted by the Board of Chosen Freeholders of the County of Salem on September 20, 2017.


 BREND A P. BANKS
 Clerk of the Board

RECORD OF VOTE

FREEHOLDER	AYE	NAY	N.V.	ABSENT	RES.	SEC.	FREEHOLDER	AYE	NAY	N.V.	ABSENT	RES	SEC.
D. Cross	✓				✓		S. Grisoom	✓					
B. Laury	✓						L. Ware	✓					
D. Painter	✓					✓	R. Vanderslice	✓					
M. DeCastro	✓												

X – Indicates Vote

N.V. – Not Voting

Res. – Resolution Moved

Sec. – Resolution Seconded

Department Initials

Purchasing

CERTIFICATION OF AVAILABILITY OF FUNDS

NOTE TO COUNTY DEPARTMENTS: This form is to be prepared by each department entering into a contract with a vendor when a resolution is required to be adopted by the Board of Chosen Freeholders of the County of Salem.

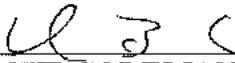
This form must accompany the resolution, and must be submitted with the resolution to the Finance Officer for approval by the Finance Officer at least one week prior to the Freeholder meeting at which it will be presented for adoption.

The contract/agreement between the County and the vendor shall be further contingent upon availability and appropriation of sufficient funds for this purpose in the County's Temporary and Permanent Budget. *If grant funds are utilized, this contract/agreement is further contingent upon the grants funds availability during the appropriate grant period.*

I, **Katie Coleman, Chief Finance Officer** of the County of Salem, hereby certify in accordance with **Section 5:34-5 of the Local Public Contracts Guidelines and Local Public Contracts Regulations** that adequate funds for the contract listed below are available.

I further certify that the funds are contained in the **OFFICIAL BUDGET** of the County of Salem under the item listed below.

AMOUNT:	\$50,000.00
ACCOUNT NAME:	Facilities Management O/E
ACCOUNT #:	7-01-26-31-210-200
FOR	Professional Service – Architect of Record
DATE:	September 20, 2017
VENDOR:	Garrison Architects Bellmawr, NJ



KATIE COLEMAN, CHIEF FINANCE OFFICER

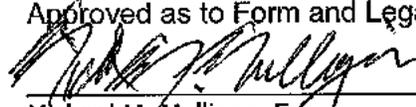


Board of Chosen Freeholders

Approved as to Form and Legality

Date Adopted

Committee


Michael M. Mulligan, Esq.
Salem County Counsel

September 20, 2017

Administrative

**RESOLUTION PROVIDING FOR THE INSERTION OF ANY
SPECIAL ITEM OF REVENUE IN THE BUDGET
PURSUANT TO NJSA 40A:4-87 CHAPTER 159, P.L. 1948**

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

WHEREAS, said Director may also approve the insertion of an item of appropriation of equal amount; and

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

SECTION 1.

NOW, THEREFORE BE IT RESOLVED, that the Board of Chosen Freeholders of the County of Salem hereby request the Director of Local Government Services to approve the insertion of an item of revenue in the budget for the year 2017 in the following amounts, which amounts are now available as items of revenue from the following agencies:

\$	500.00	New Jersey Department of Health
\$	137,801.00	New Jersey Governor's Council on Alcoholism & Drug Abuse

SECTION 2.

BE IT FURTHER RESOLVED, that like sums be and the same are hereby appropriated in the following amounts and under the following captions, respectively:

\$	500.00	Seniors Farmers Market Nutrition
\$	137,801.00	Alliance to Prevent Alcohol & Drug Abuse

BE IT FURTHER RESOLVED, that a certified electronic copy of this resolution be forwarded to the Division of Local Government Services.


 ROBERT J. VANDERSLICE, Freeholder Director
 Board of Chosen Freeholders

I hereby certify the foregoing to be a true resolution adopted by the Board of Chosen Freeholders of the County of Salem on September 20, 2017.


 BRENDA P. BANKS
 Clerk of the Board

RECORD OF VOTE

FREEHOLDER	AYE	NAY	N.V.	ABSENT	RES.	SEC.	FREEHOLDER	AYE	NAY	N.V.	ABSENT	RES.	SEC.
J. Cross	✓				✓		S. Griscom	✓					
B. Laury	✓						L. Ware	✓					
D. Painter	✓					✓	R. Vanderslice	✓					
M. DeCastro	✓												

X – Indicates Vote

N.V. – Not Voting

Res. – Resolution Moved

Sec. – Resolution Seconded

Department Initials

Treasury



Approved as to Form and Legality

Date Adopted

Committee


Michael M. Mulligan, Esq.
Salem County Counsel

September 20, 2017

Administrative

**RESOLUTION RESERVING ALL RIGHTS AND AUTHORIZING A PROPER
DEFENSE OF ALL CLAIMS, AND APPOINTMENT OF AN ARBITRATOR,
RESPECTING THE SALEM COUNTY COURTHOUSE FACILITY LAWSUIT
BROUGHT BY THE NEW JERSEY JUDICIARY,
CUMBERLAND/GLOUCESTER/SALEM VICINAGE**

WHEREAS, a lawsuit has been brought by the New Jersey Judiciary ("Judiciary") to compel arbitration of its claims respecting the suitability of the Salem County Courthouse facility to serve as a venue for the Judiciary's operations; and

WHEREAS, the Hon. Ronald Bookbinder, A.J.S.C. for Burlington County has lawfully ordered the Board of Chosen Freeholders ("Board") to participate in a summary arbitration proceeding in lieu of the court proceeding according to a lengthy regular method; and

WHEREAS, with advice of legal counsel, the Board determines that the fairest method of resolving the contest at arbitration is to select an arbitrator and task that arbitrator to consult with an arbitrator selected by the Judiciary, in connection with the appointment of a third "neutral" arbitrator; the arbitrators' panel that shall adjudicate the controversy;

WHEREAS, all rights, entitlements and interests are intended not to be waived and they are specifically reserved unto itself by this Board;

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

- a. That Donald Masten, Esq., attorney at law in Pennsville, New Jersey is selected as the Board's arbitrator to adjudicate the controversy.
- b. Upon the joint selection of a neutral arbitrator by Mr. Masten and the arbitrator selected by the Judiciary, the County of Salem shall participate in the arbitration proceeding as ordered by the Hon. Ronald Bookbinder, A.J.S.C.
- c. Any and all of the County's rights, entitlements and interests are not waived and they are specifically reserved unto itself by this Board.


ROBERT J. VANDERSLICE, Freeholder Director
Board of Chosen Freeholders

I hereby certify the foregoing to be a true resolution adopted by the Board of Chosen Freeholders of the County of Salem on September 20, 2017.



BRENDA P. BANKS
Clerk of the Board

RECORD OF VOTE

FREEHOLDER	AYE	NAY	N.V.	ABSENT	RES.	SEC.	FREEHOLDER	AYE	NAY	N.V.	ABSENT	RES.	SEC.
D. Cross	✓				✓		S. Griscom	✓					
B. Laury	✓						L. Ware	✓					
D. Painter	✓					✓	R. Vanderslice			✓			
M. DeCastro	✓												

X – Indicates Vote

N.V. – Not Voting

Res. – Resolution Moved

Sec. – Resolution Seconded

Department Initials

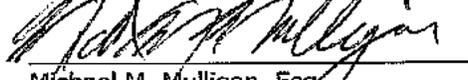
MMM



Approved as to Form and Legality

Date Adopted

Committee


 Michael M. Mulligan, Esq.
 Salem County Counsel

September 20, 2017

Health & Human Services

**RESOLUTION APPROVING THE SUBMISSION OF A PROPOSAL TO
 NEW JERSEY DEPARTMENT OF HUMAN SERVICES
 DIVISION OF AGING SERVICES
 FOR AREA PLAN GRANT**

WHEREAS, the Board of Chosen Freeholders approves the submission of a proposal by the ADRC/Office on Aging to Division of Aging Services; and

WHEREAS, the proposal shall be for Area Plan Grant, for the period of January 1, 2017 to December 31, 2017 in the amount of \$840,812.00; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Chosen Freeholders of the County of Salem approves the submission of such a proposal; and

BE IT FURTHER RESOLVED, that the Salem County Office on Aging is hereby authorized to apply for the grant on behalf of the County of Salem.


 ROBERT J. VANDERSLICE, Freeholder Director
 Chairman, Health and Human Services Committee

I hereby certify the foregoing to be a true resolution adopted by the Board of Chosen Freeholders of the County of Salem on September 20, 2017.


 BRENDA P. BANKS
 Clerk of the Board

RECORD OF VOTE

FREEHOLDER	AYE	NAY	N.V.	ABSENT	RES.	SEC.	FREEHOLDER	AYE	NAY	N.V.	ABSENT	RES.	SEC.
D. Cross	✓						S. Griscom	✓				✓	
B. Laury	✓						L. Ware	✓					
D. Painter	✓					✓	R. Vanderslice	✓					
M. DeCastro	✓												

X - Indicates Vote

N.V. - Not Voting

Res. - Resolution Moved

Sec. - Resolution Seconded

DEPARTMENT OF HUMAN SERVICES
DIVISION OF AGING SERVICES
2018

Attachment A-2

Area Plan Contract*
Advance Planning Document

COUNTY	SWPDM	SWPDM Required 25% Match**	SHTP	SHTP Required 10% Match***	APS	SSBG	SSBG Required 25% Match**	STATE ID#M	CMQOA	Medicaid Match	NSIP**	CBSF	Supplemental Funds	NON-TITLE III AWARDS	GRAND TOTAL
Atlantic	33,302	8,328	39,593	3,869	192,359	369,820	92,480	0	23,810	16,743	196,673	180,544	185,602	1,331,382	2,412,994
Bergen	105,395	26,349	125,175	12,518	475,235	812,499	203,125	0	23,810	58,631	470,034	85,472	580,645	3,000,993	6,404,434
Burlington	43,258	10,815	51,296	5,130	183,789	176,550	44,163	0	23,810	23,810	121,606	0	233,424	975,473	2,354,871
Camden	56,659	13,915	66,168	6,617	304,106	786,599	196,640	48,805	23,810	30,712	140,008	0	301,725	1,804,737	3,682,070
Cape May	13,715	3,429	15,405	1,541	78,353	128,922	32,231	7,287	23,810	7,339	84,437	0	73,785	479,156	538,487
Cumberland	17,518	4,380	20,841	2,084	118,156	482,458	120,515	1,087	23,810	9,780	54,788	79,246	96,358	952,003	1,523,572
Essex	97,132	24,283	115,920	11,592	581,656	1,440,915	360,229	146,871	23,810	64,680	171,188	0	640,533	3,438,673	6,897,972
Gloucester	24,797	6,199	29,375	2,938	136,904	158,460	39,615	20,044	23,810	13,726	116,365	0	133,043	723,381	1,519,794
Hudson	79,607	19,902	95,108	9,511	515,360	1,622,931	405,733	75,063	23,810	44,547	373,473	0	439,443	3,483,089	5,062,508
Hunterdon	13,000	3,250	11,676	1,168	74,903	75,342	18,836	20,097	23,810	5,343	39,917	0	51,520	344,440	746,723
Mercer	36,278	9,570	45,504	4,550	207,997	581,167	140,282	0	0	21,112	121,307	0	209,189	1,307,283	2,529,771
Middlesex	82,876	20,719	98,559	9,856	376,420	513,809	128,452	25,402	23,810	45,178	256,004	0	440,713	2,082,121	4,697,911
Monmouth	59,816	14,954	70,868	7,086	317,114	720,492	180,123	0	23,810	33,407	260,036	0	327,243	1,875,613	3,914,884
Morris	44,739	11,185	52,975	5,298	189,488	95,533	23,863	11,566	23,810	24,735	287,568	0	241,931	1,102,497	2,534,914
Ocean	73,088	18,267	85,366	8,540	374,566	227,542	56,886	0	23,810	40,909	201,640	0	388,594	1,826,113	4,004,689
Passaic	59,577	14,894	67,451	6,745	323,802	545,054	135,254	186,360	23,810	32,678	176,272	0	325,486	1,878,638	3,750,445
Salem	13,000	3,250	7,907	791	71,847	230,076	57,519	15,373	23,810	3,929	27,487	0	39,198	459,881	840,812
Somerset	30,406	7,501	36,086	3,618	116,361	216,530	54,633	16,951	23,810	16,711	102,988	0	162,567	806,202	1,770,339
Sussex	13,000	3,250	12,971	1,297	75,082	12,905	3,226	16,466	23,810	5,650	26,100	0	57,432	279,381	693,830
Union	58,658	14,715	70,083	7,009	307,634	459,442	114,861	16,598	23,810	33,285	288,697	0	329,081	1,759,804	3,689,291
Warren	13,000	3,250	11,640	1,164	74,978	163,728	25,932	37,310	23,810	5,497	29,668	26,882	53,488	411,125	816,389
TOTALS	870,000	213,000	1,131,000	113,100	5,104,000	9,742,934	2,515,000	625,000	476,200	530,857	3,656,308	380,398	5,221,000	30,327,755	61,488,710

**SSBG allocations estimated pending final allocation for NSIP funding. Actual allocation may vary based on EY16 award.
***These columns indicate the amount of each AAAA match requirement for SWPDM, SHTP and SSBG. This is county dollars and is not included in the total dollars received from the state.

DEPARTMENT OF HUMAN SERVICES
DIVISION OF AGING SERVICES
2018

Area Plan Contract
Advance Planning Document

Attachment A-1

Allocation Percentages:

100.00%

COUNTY	TITLE III *										STATE MATCH *		TOTAL
	B	C1	C2	D	E	Federal Totals	TITLE III B-D	TITLE III E					
Atlantic	344,254	370,021	212,808	18,711	135,768	1,081,842	50,076	40,730		90,806			
Bergen	1,083,948	1,184,885	669,392	57,562	427,854	3,403,441	157,542	128,295		285,837			
Burlington	439,578	472,270	271,013	23,312	173,225	1,379,398	63,856	51,968		115,824			
Camden	565,615	607,935	349,759	30,228	223,796	1,777,333	82,249	67,139		149,385			
Cape May	156,381	146,790	83,940	18,255	53,955	459,331	21,481	15,167		37,648			
Cumberland	180,310	193,810	111,800	14,359	71,590	571,669	26,475	21,477		47,952			
Essex	1,002,684	1,079,584	623,625	53,610	399,756	3,159,539	146,096	119,827		265,923			
Gloucester	253,719	272,419	166,234	14,089	99,952	798,413	36,871	29,866		66,737			
Hudson	818,317	878,972	508,308	43,904	325,908	2,573,409	118,984	97,772		216,756			
Hunterdon	198,381	133,131	60,745	12,214	38,811	401,283	18,190	11,643		30,833			
Mercer	368,982	418,198	240,534	20,877	153,896	1,222,478	56,573	46,166		102,739			
Middlesex	830,291	882,898	513,960	44,099	328,604	2,608,790	120,769	98,581		219,350			
Monmouth	818,194	863,798	380,574	33,758	243,547	1,939,271	89,774	73,094		162,868			
Morris	456,902	480,611	281,126	24,354	179,474	1,432,417	66,335	53,827		120,162			
Ocean	759,283	814,508	466,001	40,589	298,197	2,376,555	110,138	89,459		199,595			
Passaic	598,428	643,710	371,046	32,264	236,458	1,981,907	87,112	70,938		158,050			
Salem	156,823	133,131	44,792	17,699	28,636	380,931	18,648	8,608		27,254			
Somerset	307,042	328,971	189,589	16,704	120,831	964,137	44,646	36,249		80,895			
Sussex	156,454	133,131	87,668	13,990	43,236	414,469	19,654	12,871		32,525			
Union	612,777	659,234	379,942	32,824	243,700	1,928,477	89,194	73,110		162,304			
Warren	158,714	133,131	62,523	12,950	39,946	406,284	19,340	11,984		31,324			
TOTALS	10,041,037	10,632,055	6,046,170	575,762	3,666,931	31,160,965	1,444,978	1,160,079		2,605,057			

* Excludes employer, redistribution and prior year overpayments.



State of New Jersey

DEPARTMENT OF HUMAN SERVICES

DIVISION OF AGING SERVICES

PO BOX 807

TRENTON, N.J. 08625-0807

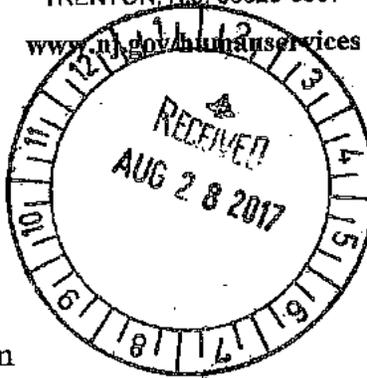
www.nj.gov/humanservices

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ELIZABETH CONNOLLY
Acting Commissioner

LAURA OTTERBOURG
Division Director



DATE: August 22, 2017

NUMBER: 2017-9, I-9

TYPE: Policy Memorandum

SUPERSEDES: None

SUBJECT: 2018 Area Plan Contract Update

DISTRIBUTION CODE: I

- Contract Application Provisions
- Advance Planning Document
- Intent to Fund/Initial Distribution of Title III and Related State Match
- 2018 Area Plan Contract Instruction Guide

EFFECTIVE: Immediately

APPLICABILITY: Executive Directors, Area Agencies on Aging (AAA)

PURPOSE: The purpose of this Policy Memorandum is to (1) delineate minimum requirements for the 2018 Area Plan Contract; (2) set forth procedures for the development and submission of the contract application, and (3) transmit for planning purposes the 2018 funding allocation levels for each AAA.

BACKGROUND: Pursuant to the Older Americans Act (OAA) of 1965 (42 U.S.C. §§ 3001 et seq.) as amended and N.J.A.C. 10:165, each AAA is required to submit an Area Plan Contract (APC) for approval to the Division of Aging Services (DoAS), New Jersey's federally designated State Unit on Aging. The 2018 APC Update is year three of the 2016-2018 APC and covers the period of January 1, 2018 – December 31, 2018. All federal, state and local matching funding included in the APC shall be used exclusively to support a comprehensive and coordinated system of services for seniors in the respective planning and service area. AAAs are advised to refer to this Policy Memorandum frequently throughout the planning process for the development of Area Plans.

POLICY: This Policy Memorandum and Budget Attachments A 1-2 and B 1-2 shall serve as DoAS' intent to fund AAAs for the 2018 Area Plan Contract. A Resolution adopted by county government officials utilizing either Attachment A or B is required in order to accept and obligate the APC funds. This resolution is not required by DoAS for execution of this contract, however, it should comply with all county requirements and be maintained at the AAA for review. After the adopted resolution, APC funds shall be made available for use to ensure continued services to older adults as intended. Each AAA shall prepare and submit the 2018 APC Update contract application in accordance with this Policy Memorandum and Attachments. The APC shall be submitted online via the Department's System for Administering Grants Electronically (SAGE).

The NJ Department of Community Affairs, Division of Local Government Services is cognizant of these authorizations and will approve corresponding county budget appropriations for counties receiving funds under this PM

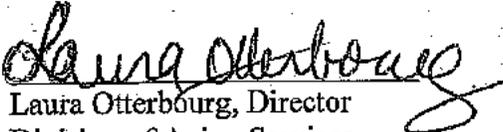
Critical Dates:

12/31/17 - The current APC expires

10/16/17 at 4:00 pm - Completed APC contract applications must be submitted in SAGE. (Note that SAGE cannot accommodate due date extensions).

Questions regarding the APC programmatic requirements should be directed to Stephanie Rietze at (609) 588-6530 or Stephanie.Rietze@dhs.state.nj.us. For questions regarding this Policy Memorandum, SAGE and fiscal matters, contact either Anthony Garofalo, Contract Administrator, at (609) 588-6529 or Anthony.Garofalo@dhs.state.nj.us or Bruce Sutton, Supervising Contract Administrator, at (609) 588-6789 or Bruce.Sutton@dhs.state.nj.us.

Thank you for your cooperation in the APC process.


Laura Otterbourg, Director
Division of Aging Services

LO/TZ/bas/smr
Attachments

Division of Aging Services
Office of Area Agency on Aging Administration and State Community Programs

2018 APC CONTRACT APPLICATION PROVISIONS:

The 2018 APC represents the third and final year of the 2016-2018 APC cycle. It is necessary for AAAs to submit new applications, schedules, certification forms, business associate agreement and other documents as specified. With the inception of SAGE, each APC is a one-year contract; therefore, effective dates of this contract period are January 1, 2018, through December 31, 2018.

A. Contract Application Review:

1. 2018 APC contract applications will be accepted on or before 10/16/17 at 4 pm and reviewed by DoAS staff through the SAGE system.
2. As part of the review process, AAAs will be notified through SAGE of any required changes to the APC application. APC approval is based on complete, accurate and substantive information per instructions. Notification of the Department's final acceptance of the plan will also be communicated via SAGE.
3. Deficient or incomplete APC contract applications will be returned to the AAA for correction. All required changes shall be made within 10 working days and returned to DoAS for review and approval. Failure to complete the required changes within 10 working days may result in delayed approval of the APC and may impact payments. The Department will not provide cash payments for any costs incurred in carrying out the terms of this contract until a fully executed Notice of Grant Award from DoAS has been processed. Upon completion of this process, payments will be made in accordance with the Contract provisions.

B. Funding Applicability: All APC funds shall follow OAA Title III requirements in that non-federal funds shall leverage federal funds provided under the contract and thereby shall follow the same requirements. These requirements shall apply to every service funded in total or in part under the APC regardless of whether the service is provided by the AAA, a governmental source or by a subcontracted agency.

C. Integrated Program Summary (IPS):

1. All programs and services funded in total or in part under the APC, January 1, 2018, through December 31, 2018, must be included in an Integrated Program Summary (IPS).
2. Only the official name of an agency, as written on its business registration certificate, is permitted in APCs.
3. DoAS will accept a minimal number of "To Be Determined" IPSs if a service or provider has not been determined by the APC submission due date. *See Instruction Guide for additional details.*

4. Initial IPS documents in SAGE must be established at the level included on attachment B1 and B2. Local, other, and participant contributions can be included at a percentage equivalent to the initial allocation or higher. Full MOE and match requirement must be allocated by the time the AAA processes the mid-year amendment.
5. When completing an IPS for services to be delivered by the AAA, the Agency Name field on the IPS must begin with the letters "AAA" followed by the AAA's agency name. *See Instruction Guide for additional details.*
6. The Budget Plan will be filled in and completed automatically, from the information entered on the Integrated Program Summary (IPS) forms with the exception of sections that indicate, "INPUT REQUIRED."
7. If funds are included on the personnel line of the IPS, a corresponding personnel justification form must be completed. *See Instruction Guide for additional details.*

D. Waiver Provisions

1. Direct Service and Proprietary Service Waivers

- a. Unless otherwise specified, approved waivers will remain in effect for the remainder three-year contract period ending December 31, 2018, as long as there are no changes in circumstances under which the original waiver was granted.
- b. Should circumstances warrant a waiver from Federal and/or State Guidelines for the 2018APC contract period, new direct service, priority, and/or proprietary waivers must be submitted in compliance with PM 91-9, III-4 "Waiver Forms & Procedures for Area Agencies on Aging." Blank waiver forms are available via the SAGE grants management portal. Further details are included in the 2018 APC Application Instruction Guide.)
- c. For the 2018 period, prior to service provision a new Direct Service waiver must be submitted. *If* circumstances may possibly warrant a waiver after submission of the 2018 APC, the AAA is required to promptly notify DoAS Office on AAA Administration. DoAS will provide technical assistance prior to contracting with the provider and before services begin. The AAA will be notified of waiver approval.

E. Using Governmental Providers

- a. Unless otherwise stated, approved governmental providers are valid for the remainder of the 2016-2018 area plan cycle, as long as there are no changes in circumstances under which the original governmental agency services request was approved and no additional services will be provided.
- b. When the AAA proposes to contract with another Government Agency (such as a State, county, municipal agency, etc.) the AAA is required to submit a completed signed Request for Governmental Agency Service Provider with all required substantiation to DoAS.

- c. The AAA must receive DoAS approval prior to the contracting with the governmental provider and before services take place.
- d. Changes in circumstances affecting service provision include but are not limited to administrative and fiscal oversight, capacity to serve the anticipated number of clients, cost of service and/or proposals to add services. A change in circumstance necessitates AAAs to submit a new Request for Governmental Agency Service Provider with all required justifications and must be approved by DoAS prior to the AAA contracting with the provider and provision of services.
- e. The AAA must submit the signed Request for Governmental Agency Service Provider forms in SAGE with the 2018 APC Contract Application. (Details on obtaining and completing the forms along with submission in SAGE are included in the 2018 APC Contract Application Instruction Guide.)

F. Confidentiality: The 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 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. The AAA shall review the confidentiality agreements signed by SAMS users as part of its monitoring/auditing process. Further details are outlined in 2018 Administrative Requirements, Subcontract Requirements and Supplemental Provisions document.

G. Intent to Fund: This Policy Memorandum and Budget Attachments A 1-2 and B 1-2 shall serve as DoAS Intent to Fund AAAs for the 2018 Area Plan Contract. A Resolution adopted by county government officials utilizing either Attachment A or B is required in order to accept and obligate the APC funds. This resolution is not required by DoAS for execution of this contract however, it should comply with all county requirements and be maintained at the AAA for review. After the adopted resolution, APC funds shall be made available for use to ensure continued services to older adults as intended.

H. Notice of Grant Award:

1. An executed Notice of Grant Award will be available in SAGE upon approval by DoAS. AAAs will be notified by a message in SAGE when the application is fully approved. AAAs will then be able to print a copy of the signed contract documents located in SAGE. Paper copies of contracts will no longer be mailed.
2. Please be advised that the Department will not provide cash payments for any costs incurred in carrying out the terms of this contract until a fully executed Notice of Grant Award from DoAS has been completed and approved. Upon completion and approval, payments will be made in accordance with the contract provisions.

I hereby certify the foregoing to be a true resolution adopted by the Board of Chosen Freeholders of the County of Salem on September 6, 2017.



BRENDA P. BANKS
Clerk of the Board

RECORD OF VOTE

FREEHOLDE R	AYE	NAY	N.V.	ABSENT	RES.	SEC.	FREEHOLDER	AYE	NAY	N.V.	ABSENT	RES	SEC.
D. Cross	✓						S. Griscom	✓					
B. Laury	✓						L. Ware	✓					✓
D. Painter	✓						R. Vanderslice	✓					
M. DeCastro	✓				✓								

X – Indicates Vote

N.V. – Not Voting

Res. – Resolution Moved

Sec. – Resolution Seconded

Departments Initials

BPB



Approved as to Form and Legality

Date Adopted

Committee


 Michael M. Mulligan, Esq.
 Salem County Counsel

September 20, 2017

Health & Human Services

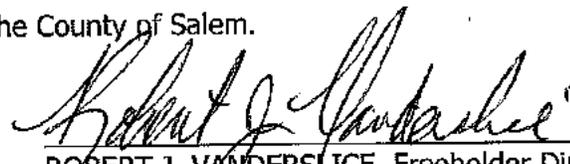
RESOLUTION ACKNOWLEDGING THE STANDARDIZED BOARD RESOLUTION FORM FROM THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES

WHEREAS, the Board of Chosen Freeholders acknowledges the Standardized Board Resolution Form from the State of New Jersey Department of Human Services for Area Plan Grant programs; and

WHEREAS, various proposals shall include a signed Standardized Board Resolution Form; and

NOW THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Salem the Salem County Board of Chosen Freeholders accepts the grant

BE IT FURTHER RESOLVED, the Salem County Office on Aging and Disabilities is hereby authorized to accept the grant on behalf of the County of Salem.



ROBERT J. VANDERSLICE, Freeholder Director
 Chairman, Health and Human Services Committee

I hereby certify the foregoing to be a true resolution adopted by the Board of Chosen Freeholders of the County of Salem on September 20, 2017.



BRENDA P. BANKS
 Clerk of the Board

RECORD OF VOTE

FREEHOLDER	AYE	NAY	N.V.	ABSENT	RES.	SEC.	FREEHOLDER	AYE	NAY	N.V.	ABSENT	RES.	SEC.
D. Cross	✓						S. Griscom	✓				✓	
B. Laury	✓						L. Ware	✓					
D. Painter	✓					✓	R. Vanderslice	✓					
M. DeCastro	✓												

X - Indicates Vote

N.V. - Not Voting

Res. - Resolution Moved

Sec. - Resolution Seconded

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

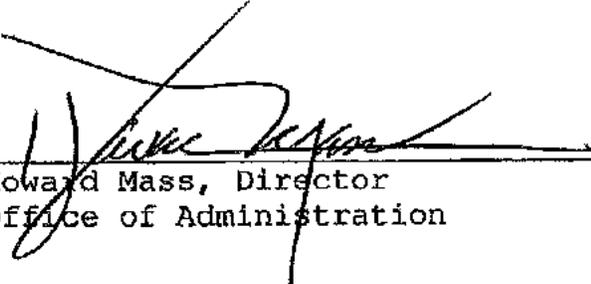
The Attachment I, Page 1 is to be completed by the Agency and the same for Attachment II.

When any changes occur which would affect the contents of the form, the Board is to convene and complete a new Board

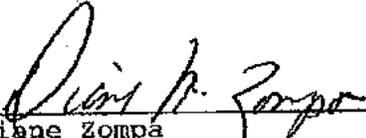
Resolution and submit it to the Departmental Component within 10 business days of the change unless otherwise specified in the DHS policy.

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:



Howard Mass, Director
Office of Administration



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 # DOAS for Contract

Period 1-1-18 to 12-31-18

Agency: Salem County Board of Chosen Freeholders / ADRC

Certification:

We certify that the information contained in, or included with, this contract document is accurate and complete.

Robert J. Anderson
Chairperson, Board of Directors

9-21-17
Date

[Signature]
Executive Director

9/11/17
Date

Authorized Signatories for Contract documents, checks and invoices are: (List full name and title) (add additional pages, if needed)

Rita Shade
Name

Director Dept of Health & Human Services
Title

Donna Carr
Name

Supervisor of Accounts
Title

Katie Coleman
Name

CFO
Title



Board of Chosen Freeholders

Approved as to Form and Legality

[Signature]
Michael M. Mulligan, Esq.
Salem County Counsel

Date Adopted

September 20, 2017

Committee

Health & Human Services

RESOLUTION ACKNOWLEDGING THE BUSINESS ASSOCIATE AGREEMENT FORM FROM THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES

WHEREAS, the Board of Chosen Freeholders acknowledges the Business Associate Agreement from the State of New Jersey Department of Human Services for the Area Plan Grant; and

WHEREAS, various proposals shall include a signed Business Associate Agreement; and

NOW THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Salem approves use of this form for proposals; and

[Signature]
ROBERT J. VANDERSLICE, Freeholder Director
Chairman, Health and Human Services Committee

I hereby certify the foregoing to be a true resolution adopted by the Board of Chosen Freeholders of the County of Salem on September 20, 2017.

[Signature]
BRENDA P. BANKS
Clerk of the Board

RECORD OF VOTE

FREEHOLDER	AYE	NAY	N.V.	ABSENT	RES.	SEC.	FREEHOLDER	AYE	NAY	N.V.	ABSENT	RES.	SEC.
D. Cross	✓						S. Griscom	✓				✓	
B. Laury	✓						L. Ware	✓					
D. Painter	✓					✓	R. Vanderslice	✓					
V. DeCastro	✓												

X - Indicates Vote

N.V. - Not Voting

Res. - Resolution Moved

Sec. - Resolution Seconded

State of New Jersey
DEPARTMENT OF HUMAN SERVICES

BUSINESS ASSOCIATE AGREEMENT
Between

The New Jersey Department of Human Services
Division of Aging Services

AND

Salem County Board of Chosen Freeholders

This Business Associate Agreement (the "Agreement"), is entered into by and between Salem County (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), for the period 1/1/18 to 12/31/18; 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: _____

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

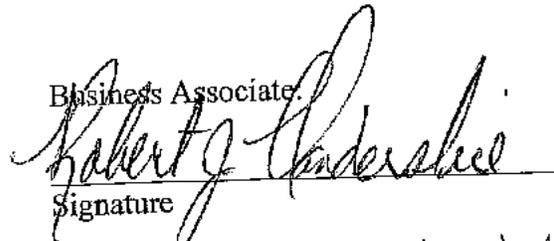
Laura Otterbourg

Director

Division of Aging Services

Dated: _____

Business Associate:


Signature

Printed Name: Rob Vanderslicke

Title: Freeholder, Director

Agency: _____

Dated: _____



Approved as to Form and Legality

Date Adopted

Committee


Michael M. Mulligan, Esq.
Salem County Counsel

September 20, 2017

Public Works

**RESOLUTION APPROVING THE EXECUTION OF
CHANGE ORDER #1 ARC OF SALEM COUNTY
PARKING LOT IMPROVEMENTS IN MANNINGTON TOWNSHIP
FOR THE COUNTY OF SALEM**

WHEREAS, the County of Salem issued a Contract in the amount of \$254,369.50 to "SOUTH STATE, INC." of Bridgeton, New Jersey for the ARC OF SALEM COUNTY PARKING LOT IMPROVEMENTS IN MANNINGTON TOWNSHIP FOR THE COUNTY OF SALEM, NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT 2016, AGREEMENT NO. 2016-02292-014800 on March 15, 2017 per Resolution # 2017-131; and

WHEREAS, N.J.A.C. 5:34-4.4(A) 3 requires that all change orders for capital projects be approved by the Board of Chosen Freeholders; and

WHEREAS, the County Engineer recommends approval of CHANGE ORDER NO. 1, as more particularly described on the attached Salem County Change Order Form #1 for a PROJECT INCREASE of TWO HUNDRED AND FIFTY DOLLARS AND ZERO CENTS (\$250.00), which represents a 0.01% increase in the Total Contract Cost; and

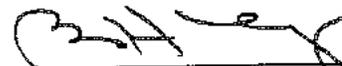
WHEREAS, this Project is Funded through the NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS, SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT; and

WHEREAS, the purpose of this Change Order #1 is to request an extension of time and to approve an Extra Item, more particularly described on the attached Salem County Change Order Form #1; and

WHEREAS, the Salem County Treasurer has certified that funding for this contract shall be encumbered in accordance with N.J.A.C. 5:30-5.4 and this agreement shall further be contingent upon the availability and appropriation of sufficient funds contained in the 2017 Budget of the County of Salem under the item: FY16 Small Cities CDBG ARC Parking Lot; Account #G-02-41-747-16V-303.- \$250.00.

NOW, THEREFORE, BE IT RESOLVED by the Salem County Board of Chosen Freeholders that this CHANGE ORDER #1 be and is hereby approved for execution for the ARC OF SALEM COUNTY PARKING LOT IMPROVEMENTS IN MANNINGTON TOWNSHIP FOR THE COUNTY OF SALEM, NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT 2016, AGREEMENT NO. 2016-02292-014800; and

BE IT FURTHER RESOLVED that the Freeholder-Director and the Clerk of this Board of Chosen Freeholders be authorized to execute said CHANGE ORDER NO. 1.



BENJAMIN H. LAURY, Deputy Freeholder Director
Chairman, Public Works Committee

I hereby certify the foregoing to be a true resolution adopted by the Board of Chosen Freeholders of the County of Salem on September 20, 2017.



BRENDA P. BANKS
Clerk of the Board

RECORD OF VOTE

FREEHOLDER	AYE	NAY	N.V.	ABSENT	RES.	SEC.	FREEHOLDER	AYE	NAY	N.V.	ABSENT	RES.	SEC.
D. Cross	✓						S. Griscom	✓					
B. Laury	✓				✓		L. Ware	✓					✓
D. Painter	✓						R. Vanderslice	✓					
J. DeCastro	✓												

X – Indicates Vote

N.V. – Not Voting

Res. – Resolution Moved

Sec. – Resolution Seconded

CERTIFICATION OF AVAILABILITY OF FUNDS

NOTE TO COUNTY DEPARTMENTS: This form is to be prepared by each department entering into a contract with a vendor when a resolution is required to be adopted by the Board of Chosen Freeholders of the County of Salem.

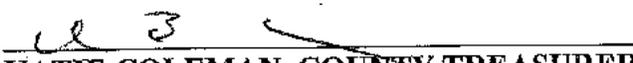
This form must accompany the resolution, and must be submitted with the resolution to the Finance Officer for approval by the Finance Officer at least one week prior to the Freeholder meeting at which it will be presented for adoption.

The contract/agreement between the County and the vendor shall be further contingent upon availability and appropriation of sufficient funds for this purpose in the County's Temporary and Permanent Budget. *If grant funds are utilized, this contract/agreement is further contingent upon the grants funds availability during the appropriate grant period*

I, **Katie Coleman**, County Treasurer of the County of Salem, hereby certify in accordance with **Section 5:34-5 of the Local Public Contracts Guidelines and Local Public Contracts Regulations** that adequate funds for the contract listed below are available.

I further certify that the funds are contained in the **OFFICIAL BUDGET** of the County of Salem under the item listed below.

AMOUNT:	\$250.00
ACCOUNT NAME:	ARC OF SALEM COUNTY ADA AND IMPROVEMENTS TO PARKING AREA (SMALL CITIES GRANT – CDBG 2016)
ACCOUNT #:	G-02-41-747-16V-303
If this is an extension of a grant, the letter from the grantor agency approving the extension must be attached to this form in order for this to be approved by the CFO.	
FOR: ARC OF SALEM COUNTY PARKING LOT IMPROVEMENTS IN MANNINGTON TOWNSHIP FOR THE COUNTY OF SALEM, NJ DEPARTMENT OF COMMUNITY AFFAIRS, SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT 2016, AGREEMENT NO. 2016-02292-014800; Salem County Contract #17-1377	
DATE:	SEPTEMBER 11, 2017
VENDOR:	"SOUTH STATE, INC." of BRIDGETON, NEW JERSEY

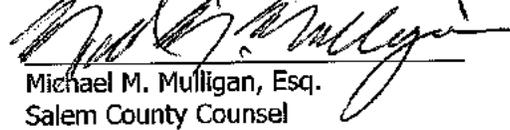

KATIE COLEMAN, COUNTY TREASURER



Approved as to Form and Legality

Date Adopted

Committee


Michael M. Mulligan, Esq.
Salem County Counsel

September 20, 2017

Public Works

**RESOLUTION AUTHORIZING EXECUTION OF
NEW JERSEY DEPARTMENT OF TRANSPORTATION
FEDERAL AID AGREEMENT NO. 17-DT-BLA-748
FOR CENTERTON TRAFFIC SIGNAL IMPROVEMENTS
INTERSECTION OF CENTERTON ROAD, COUNTY ROAD #553
AND ALMOND ROAD, COUNTY ROAD #540,
IN PITTSGROVE TOWNSHIP, COUNTY OF SALEM**

WHEREAS, the New Jersey Department of Transportation, has made Federal Aid Highway Program funds available for CENTERTON TRAFFIC SIGNAL IMPROVEMENTS; and

WHEREAS, the County of Salem has determined that the Intersection of Centerton Road, County Road #553 and Almond Road, County Road #540 meet the criteria established for Funding under the NEW JERSEY DEPARTMENT OF TRANSPORTATION FEDERAL AID AGREEMENT NO. 17-DT-BLA-748, FEDERAL PROJECT NO. CM-0553(352), NJDOT JOB NO. 7110313 and FAP-2017-SALEM COUNTY-02566; and

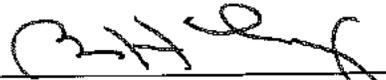
WHEREAS, the investigation into the Centerton Traffic Signal was recommended by the County Engineer; and

WHEREAS, the New Jersey Department of Transportation has informed the County of Salem that a Federal Aid Grant for \$34,785.00 has been Authorized for this Centerton Traffic Signal Improvement Project.

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

1. The NEW JERSEY DEPARTMENT OF TRANSPORTATION FEDERAL AID AGREEMENT NO. 17-DT-BLA-748 between the New Jersey Department of Transportation and the County of Salem is hereby approved.

2. The Freeholder-Director and the Clerk of the Board of Chosen Freeholders are authorized to sign the FEDERAL AID AGREEMENT.
3. Authorization is given to the New Jersey Department of Transportation as requested.



BENJAMIN H. LAURY, Deputy Freeholder Director
Chairman, Public Works Committee

I hereby certify the foregoing to be a true resolution adopted by the Board of Chosen Freeholders of the County of Salem on September 20, 2017.



BRENDA P. BANKS
Clerk of the Board

RECORD OF VOTE

FREEHOLDER	AYE	NAY	N.V.	ABSENT	RES.	SEC.	FREEHOLDER	AYE	NAY	N.V.	ABSENT	RES.	SEC.
D. Cross	✓						S. Griscom	✓					
B. Laury	✓				✓		L. Ware	✓					✓
D. Painter	✓						R. Vanderslice	✓					
M. DeCastro	✓												

X – Indicates Vote

N.V. – Not Voting

Res. – Resolution Moved

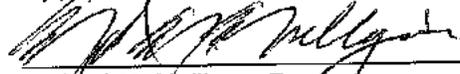
Sec. – Resolution Seconded



Approved as to Form and Legality

Date Adopted

Committee


Michael M. Mulligan, Esq.
Salem County Counsel

September 20, 2017

Public Works

**RESOLUTION APPROVING THE EXECUTION OF
CHANGE ORDER #2-FINAL (YEAR TWO)
REMOVAL OF BEAM GUIDE RAIL AND
INSTALLATION OF BEAM GUIDE RAIL AT
VARIOUS LOCATIONS THROUGHOUT
THE COUNTY OF SALEM, 2ND YEAR OPTION**

WHEREAS, the County of Salem issued a Contract in the amount of \$110,999.00 to "ROAD SAFETY SYSTEMS, LLC" of Shamong, New Jersey for the REMOVAL OF BEAM GUIDE RAIL AND INSTALLATION OF BEAM GUIDE RAIL AT VARIOUS LOCATIONS THROUGHOUT THE COUNTY OF SALEM on August 19, 2015 per Resolution # 2015-321; and

WHEREAS, the County of Salem exercised the 2nd YEAR OPTION and issued a Contract in the amount of \$112,108.99 to "ROAD SAFETY SYSTEMS, LLC" of Shamong, New Jersey for the REMOVAL OF BEAM GUIDE RAIL AND INSTALLATION OF BEAM GUIDE RAIL AT VARIOUS LOCATIONS THROUGHOUT THE COUNTY OF SALEM on August 17, 2016 per Resolution # 2016-315; and

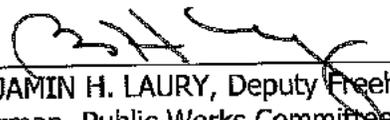
WHEREAS, N.J.A.C. 5:34-4.4(A) 3 requires that all change orders for capital projects be approved by the Board of Chosen Freeholders; and

WHEREAS, the County Engineer recommends approval of CHANGE ORDER NO. 2-FINAL (YEAR TWO), as described on the attached Salem County Change Order Form, for a project decrease of FOURTY-FIVE THOUSAND, FIFTY-TWO DOLLARS AND SIXTY-FOUR CENTS (\$45,052.64) which in addition to Change Order #1 represents a 59.8% DECREASE in the Total Contract Cost; and

WHEREAS, no additional funds are required through the execution of this Change Order.

NOW, THEREFORE, BE IT RESOLVED by the Salem County Board of Chosen Freeholders that CHANGE ORDER NO. 2-FINAL (YEAR TWO) be and is hereby approved for execution for the REMOVAL OF BEAM GUIDE RAIL AND INSTALLATION OF BEAM GUIDE RAIL AT VARIOUS LOCATIONS THROUGHOUT THE COUNTY OF SALEM, 2ND YEAR OPTION; and

BE IT FURTHER RESOLVED that the Freeholder-Director and the Clerk of this Board of Chosen Freeholders be authorized to execute said CHANGE ORDER NO. 2-FINAL (YEAR TWO).


 BENJAMIN H. LAURY, Deputy Freeholder Director
 Chairman, Public Works Committee

I hereby certify the foregoing to be a true resolution adopted by the Board of Chosen Freeholders of the County of Salem on September 20, 2017.


 BRENDA P. BANKS
 Clerk of the Board

RECORD OF VOTE

FREEHOLDER	AYE	NAY	N.V.	ABSENT	RES.	SEC.	FREEHOLDER	AYE	NAY	N.V.	ABSENT	RES.	SEC.
D. Cross	✓						S. Griscom	✓					
B. Laury	✓				✓		L. Ware	✓					✓
D. Painter	✓						R. Vanderslice	✓					
M. DeCastro	✓												

X – Indicates Vote

N.V. – Not Voting

Res. – Resolution Moved

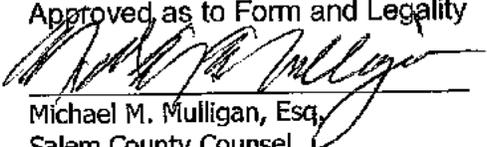
Sec. – Resolution Seconded



Approved, as to Form and Legality

Date Adopted

Committee


Michael M. Mulligan, Esq.
Salem County Counsel

September 20, 2017

Public Works

**RESOLUTION AUTHORIZING EXECUTION OF NEW JERSEY
DEPARTMENT OF TRANSPORTATION, LOCAL AID AND ECONOMIC
DEVELOPMENT AGREEMENT NO. 2017-BLA-DT-FEP-430
FOR THE SALEM COUNTY MILL AND OVERLAY RESURFACING PROGRAM
(FY 2016-CONSTRUCTION) VARIOUS LOCATIONS,
FOR THE COUNTY OF SALEM**

WHEREAS, the New Jersey Department of Transportation, Transportation Trust Fund has made Funds available under the "Funds Exchange Program" for the Construction of Road and Bridge Projects; and

WHEREAS, the County of Salem has determined that Welchville Road, County Road #540 from the Salem County Railroad (MP 11.67) to Main Street, County Road #581 (MP 13.15) and Centerton Road, County Road #553 from the Salem County/Cumberland County Line (MP 26.90) to Deerfield Road, County Road #540 (MP 27.44) and from Almond Road, County Road #540 (MP 27.56) to Sheep Pen Road, a local road (MP 29.29) do meet the criteria established for Funding and is known as NEW JERSEY DEPARTMENT OF TRANSPORTATION, LOCAL AID AND ECONOMIC DEVELOPMENT FUNDS EXCHANGE PROGRAM AGREEMENT NO. 2017-BLA-DT-FEP-430 and NJDOT JOB NO. 7101314; and

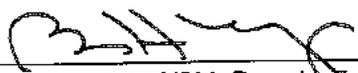
WHEREAS, the RESURFACING of these Roads was recommended by the County Engineer due to the deteriorating condition of the roads; and

WHEREAS, the New Jersey Department of Transportation has informed the County of Salem that a Transportation Trust Fund, Funds Exchange Program Grant for \$1,716,832.00 has been Authorized for the CONSTRUCTION of this Road Resurfacing Project.

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

1. The NEW JERSEY DEPARTMENT OF TRANSPORTATION, LOCAL AID AND ECONOMIC DEVELOPMENT FUNDS EXCHANGE PROGRAM AGREEMENT NO. 2017-BLA-DT-FEP-430 between the New Jersey Department of Transportation and the County of Salem is hereby approved.

2. The Freeholder-Director and the Clerk of the Board of Chosen Freeholders are authorized to sign the FUNDS EXCHANGE PROGRAM – COST REIMBURSEMENT AGREEMENT.
3. Authorization is given to the New Jersey Department of Transportation as requested.



 BENJAMIN H. LAURY, Deputy Freeholder Director
 Chairman, Public Works Committee

I hereby certify the foregoing to be a true resolution adopted by the Board of Chosen Freeholders of the County of Salem on September 20, 2017.



 BRENDA P. BANKS
 Clerk of the Board

RECORD OF VOTE

FREEHOLDER	AYE	NAY	N.V.	ABSENT	RES.	SEC.	FREEHOLDER	AYE	NAY	N.V.	ABSENT	RES.	SEC.
D. Cross	✓						S. Griscom	✓					
B. Laury	✓				✓		L. Ware	✓					✓
D. Painter	✓						R. Vanderslice	✓					
M. DeCastro	✓												

X – Indicates Vote

N.V. – Not Voting

Res. – Resolution Moved

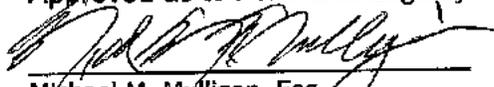
Sec. – Resolution Seconded



Approved as to Form and Legality

Date Adopted

Committee


 Michael M. Mulligan, Esq.
 Salem County Counsel

September 20, 2017

Public Works

**RESOLUTION AUTHORIZING THE FILING OF AN
 AMENDMENT TO THE APPLICATION FOR
 STATE AID TO COUNTIES UNDER THE
 NEW JERSEY TRANSPORTATION TRUST FUND
 FOR FISCAL YEAR 2017**

WHEREAS, the NEW JERSEY DEPARTMENT OF TRANSPORTATION has made available \$2,399,200.00 for construction, reconstruction or resurfacing of roads and intersection improvements under the NEW JERSEY TRANSPORTATION TRUST FUND AUTHORITY ACT for FISCAL YEAR 2017; and

WHEREAS, the County would like to add the following Project to the 2017 County Aid Resurfacing Program: SALEM COUNTY SHORT LINE RAILROAD PORT AREA IMPROVEMENTS from Fifth Street, a local road to West Broadway, NJ Route #49 in the City of Salem.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the Salem County that we approve the Amendment to the Application made to the New Jersey Department of Transportation for funding under the NEW JERSEY TRANSPORTATION TRUST FUND AUTHORITY ACT for FISCAL YEAR 2017 for transportation projects as scheduled herein.


 BENJAMIN H. LAURY, Deputy Freeholder Director
 Chairman, Public Works Committee

I hereby certify the foregoing to be a true resolution adopted by the Board of Chosen Freeholders of the County of Salem on September 20, 2017.


 BRENDA P. BANKS
 Clerk of the Board

RECORD OF VOTE

FREEHOLDER	AYE	NAY	N.V.	ABSENT	RES.	SEC.	FREEHOLDER	AYE	NAY	N.V.	ABSENT	RES.	SEC.
D. Cross	✓						S. Griscom	✓					
B. Laury	✓				✓		L. Ware	✓					✓
Painter	✓						R. Vanderslice	✓					
M. DeCastro	✓												

X - Indicates Vote

N.V. - Not Voting

Res. - Resolution Moved

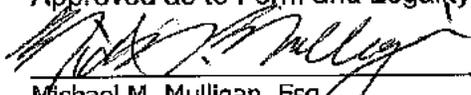
Sec. - Resolution Seconded



Approved as to Form and Legality

Date Adopted

Committee


Michael M. Mulligan, Esq.
Salem County Counsel

September 20, 2017

Public Safety

**RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS
EXECUTING AND ACCEPTING
A MULTI-JURISDICTIONAL COUNTY GANG, GUN, AND NARCOTIC TASK FORCE
GRANT FROM THE
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FOR THE PROSECUTOR'S OFFICE**

WHEREAS, the Board of Chosen Freeholders ("Board") recognizes the need to assist the Prosecutor's Office and the New Jersey Division of Criminal Justice in suppressing street gangs engaged in violence, gun possession and narcotics distribution throughout Salem County; and

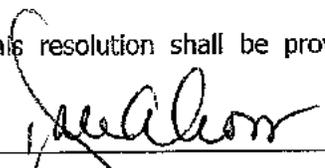
WHEREAS, the Division has approved the grant application identified as Multi-Jurisdictional County Gang, Gun and Narcotics Task Force -- Byrne Grant", Grant Number JAG 1-17TF-16, from the Prosecutor's Office in accordance with the grant award and special conditions list on file with the Clerk of the Board; and

WHEREAS, the Board recognizes the Grant is for the period of one year from July 1, 2017 through June 30, 2018, with total funding of \$130,786.00 in Federal monies from the Edward Byrne Memorial Justice Assistance Grant Program appropriated under the caption of Multi-Jurisdictional Gang, Gun, and Narcotics Task Force Grant No. JAG 1-17TF-16; and

WHEREAS, the Board previously granted approval of the aforesaid application by Resolution No. 17-192 dated June 21, 2017, and, therefore, approves acceptance of the grant funding and special conditions.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Salem that:

1. The project grant award and special conditions on file with the Clerk of the Board are approved and accepted.
2. The County Prosecutor, the Chief Finance Officer, the Project Contact person from the Prosecutor's Office, as well as any other necessary parties, are hereby authorized and directed to execute all project grant documents provided by the Division.
3. The Attorney General will receive funds on behalf of the applicant, Salem County Prosecutor's Office.
4. Three fully certified copies of this resolution shall be provided to the County Prosecutor forthwith.


DALE A. CROSS, Freeholder
Chairman, Public Safety Committee

I hereby certify the foregoing to be a true resolution adopted by the Board of Chosen Freeholders of the County of Salem on September 20, 2017.



BRENDA P. BANKS
Clerk of the Board

RECORD OF VOTE

FREEHOLDER	AYE	NAY	N.V.	ABSENT	RES.	SEC.	FREEHOLDER	AYE	NAY	N.V.	ABSENT	RES.	SEC.
D. Cross	✓				✓		S. Griscom	✓					
B. Laury	✓					✓	L. Ware	✓					
J. Painter	✓						R. Vanderslice	✓					
M. DeCastro	✓												

X - Indicates Vote

N.V. - Not Voting

Res. - Resolution Moved

Sec. - Resolution Seconded

Department Initials

Salem County Prosecutor's Office/gia



Approved as to Form and Legality

Date Adopted

Committee

Michael M. Mulligan
 Michael M. Mulligan, Esq.
 Salem County Counsel

September 20, 2017

Transportation, Agricultural Committee

RESOLUTION APPROVING S.A.D.C. JOINT HOLD HARMLESS AGREEMENT

WHEREAS, the County of Salem ("County") and the State Agriculture Development Commission ("SADC") desire and intend to cooperate with one another in connection with activities promoting acquisition of farmland and open space for preservation purposes; and

WHEREAS, agreements by both entities with the United States Agriculture Department ("USDA") consider or reference SADC and the County a joint entity and SADC and the County, upon advice and counsel, must set forth between them their respective duties, and rights as set forth in the attached Hold Harmless Agreement, which document is incorporated herein by this reference; and

NOW THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Salem, a quorum of the Board being in attendance at the lawful periodic meeting of the Board this day, that (i) the attached Hold Harmless Agreement is approved; and (ii) the Director of the Board is authorized to sign same in execution of same according to law.

NOW THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Salem, a quorum of the Board being in attendance at the lawful periodic meeting of the Board this day, that (i) the attached Hold Harmless Agreement is approved; and (ii) the Director of the Board is authorized to sign same in execution of same according to law.

Lee R. Ware

LEE R. WARE, Freeholder
 Chairman, Transportation, Agriculture Committee

I hereby certify the foregoing to be a true resolution adopted by the Board of Chosen Freeholders of the County of Salem on September 20, 2017.

Brenda P. Banks

BRENDA P. BANKS
 Clerk of the Board

RECORD OF VOTE

FREEHOLDER	AYE	NAY	N.V.	ABSENT	RES.	SEC.	FREEHOLDER	AYE	NAY	N.V.	ABSENT	RES.	SEC.
D. Cross	✓						S. Griscom	✓					
B. Laury	✓						L. Ware	✓				✓	
D. Painter	✓						R. Vanderslice	✓					
M. DeCastro	✓					✓							

X - Indicates Vote

N.V. - Not Voting

Res. - Resolution Moved

Sec. - Resolution Seconded

HOLD HARMLESS AGREEMENT

Although the County of Salem (hereinafter, "Salem") and the State Agriculture Development Committee (hereinafter, "SADC") are considered "Entity" under the "Statement of Work to Cooperative Agreement" between the SADC, Salem and the United States Department of Agriculture, Natural Resources Conservation Service, on behalf of the Commodity Credit Corporation (NEST Agreement Number 542B291701M78) (hereinafter, "Cooperative Agreement"), the SADC, Salem and their respective agencies and offices will manage their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing the objectives of the Cooperative Agreement. The SADC and Salem will carry out their own separate activities in a coordinated and mutually beneficial manner and, therefore, agree they will assume their own risk and liability to themselves, their agents and employees in carrying out the provisions of the Cooperative Agreement and hold each other harmless in connection therewith.

Pursuant to the Cooperative Agreement, Salem and the SADC will be entering a Deed of Agricultural Land Easement (hereinafter, "ALE Deed") under which Salem will be the "Grantee". Salem will act in accordance with all provisions applicable to the "Grantee" under the ALE deed. The SADC and Salem will carry out their own separate activities under the ALE Deed in a coordinated and mutually beneficial manner, and, therefore, agree they will assume their own risk and liability to themselves, their agents and employees in carrying out the provisions of the ALE Deed and hold each other harmless in connection therewith.

Witness:

State Agriculture Development Committee:

Print name below signature

Susan E. Payne,
Executive Director

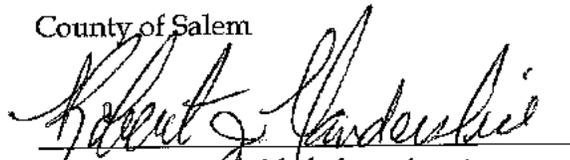
Witness:

County of Salem



Print name below signature

Breda P. Banks



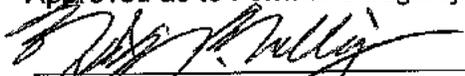
Print name and title below signature
Robert J. Vanderstee



Approved as to Form and Legality

Date Adopted

Committee


Michael M. Mulligan, Esq.
Salem County Counsel

September 20, 2017

Public Works

**RESOLUTION TO APPROVE
PARVIN STATE PARK APPRECIATION COMMITTEE
APPLICATION FOR MOTORIST SOLICITATION PURSUANT
TO RESOLUTION NO. 98-115**

WHEREAS, the "Parvin State Park Appreciation Committee" has applied to the County of Salem for a permit to solicit contributions on the roadway intersection of Almond Road, County Road #540 and Parvin Mill Road, County Road #645, in Pittsgrove Township on September 30, 2017, 8:00 AM - 6:00 PM, (rain date October 1, 2017); and

WHEREAS, N.J.S.A. 39:4-60 requires a Charitable Organization to receive consent from the governing body that has jurisdiction over the roads slated to be utilized; and

WHEREAS, the intersections noted above are under the jurisdiction of the County of Salem; and

WHEREAS, compliance with all provisions and restrictions of Resolution No. 98-115 must be effectuated by the applicant.

NOW, THEREFORE, BE IT RESOLVED that a permit be executed by the Clerk of the Board of Chosen Freeholders to the "Parvin State Park Appreciation Committee" for the dates and times memorialized above submit to the following conditions:

1. All solicitors must wear safety vests in accordance with NJ DOT standards.
2. At least two (2) warning signs, on each entrance to the intersection as follows:
 - a. "Charitable Solicitation 500 feet Ahead"; and
 - b. Second sign identifying the Organization soliciting.
3. A copy of this Resolution shall be provided to the local governing body.
4. A copy of this Resolution shall be provided to the municipal Office of Emergency Management and Law enforcement with jurisdiction over the location for the preparation of an "Event Safety Analysis".

5. A copy of this Resolution shall be provided to the Salem County Public Works Department requesting the County Message Boards be made available at least 24 hours prior to the event if needed based on the "Event Safety Analysis".
6. Copies of the Resolution shall also be provided to the Salem County Engineer's Office, the Salem County Office of Emergency Management and the Salem County Sheriff's Department.



BENJAMIN H. LAURY, Deputy Freeholder Director
Chairman, Public Works Committee

I hereby certify the foregoing to be a true resolution adopted by the Board of Chosen Freeholders of the County of Salem on September 20, 2017.



BRENDA P. BANKS
Clerk of the Board

RECORD OF VOTE

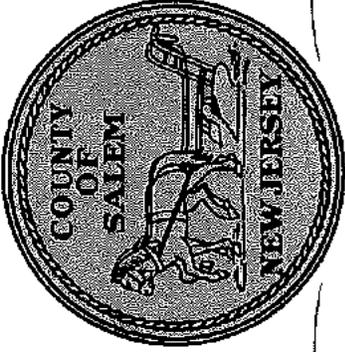
FREEHOLDER	AYE	NAY	N.V.	ABSENT	RES.	SEC.	FREEHOLDER	AYE	NAY	N.V.	ABSENT	RES.	SEC.
D. Cross	✓						S. Griscom	✓					
B. Laury	✓				✓		L. Ware	✓					✓
D. Painter	✓						R. Vanderslice	✓					
M. DeCastro	✓												

X – Indicates Vote

N.V. – Not Voting

Res. – Resolution Moved

Sec. – Resolution Seconded

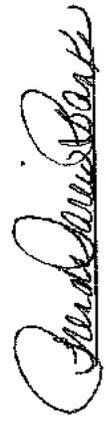


Board of Chosen Freeholders

COUNTY OF SALEM

CHARITABLE SOLICITATION PERMIT

This permit has been issued pursuant to RESOLUTION NO. 2017-251 by the authority of the Board of Chosen Freeholders of the County of Salem to permit motorist solicitation by *Parvin State Park Appreciation Committee* on the roadway intersection of Almond Road, County Road #540 and Parvin Mill Road, County Road #645 in Pittsgrove Township on September 30, 2017 (8:00 AM-6:00 PM) with a rain date of October 1, 2017 as reflected on its application attached hereto and in strict accordance with the representations contained therein.


Brenda Parris Banks
Clerk of the Board

Date: September 20, 2017



Approved as to Form and Legality

Date Adopted

Committee

Michael M. Mulligan
Michael M. Mulligan, Esq.
Salem County Counsel

September 20, 2017

Public Safety

RESOLUTION APPROVING CHANGE ORDER NO. 3 FOR THE PROVISION OF FOOD SERVICES FOR THE SALEM COUNTY CORRECTIONAL FACILITY

WHEREAS, the County of Salem issued a contract in the amount of \$664,719.75 to **Catering by Marlin's, Inc., dba CBM Managed Services** for Food Service for the Salem County Correctional Facility by Resolution 2014-409 on October 1, 2014; and

WHEREAS, the County of Salem issued Change Order No. 1 increasing the original contract \$13,797.00 by Resolution 2015-384 on November 4, 2015 and Change Order No. 2 increasing the contract an additional \$18,998.47 by Resolution 2016-354 on October 19, 2016; and

WHEREAS, N.J.A.C. 5:34-4.4(a) requires that all change orders for services be approved by the Board of Chosen Freeholders; and

WHEREAS, pursuant to the bid specifications, on the anniversary date of this contract, October 5th, of each year, the price per meal may be increased or decreased based upon the Food Away From Home Index published by the United States Department of Labor; and

WHEREAS, prices shall be calculated based on a 2.4% increase in Consumer Price Index for the Northeast Region, Food Away from Home, since October 2016; and

WHEREAS, the Salem County Treasurer has certified that funding for this contract shall be encumbered in accordance with N.J.A.C. 5:30-5.4 and this agreement shall further be contingent upon the availability and appropriation of sufficient funds contained in the 2017 Budget of the County of Salem under the item Jail/Contract Other (7-01-25-280-580-202).

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

1. The Board of Chosen Freeholders of the County of Salem hereby authorizes and approves Change Order No. 3 as an amendment to the contract with **Catering by Marlin's, Inc., dba CBM Managed Services** for Food Services for the Salem County Correctional Facility, subject to the review of the County Solicitor. The cost of which shall not exceed \$714,255.59 (Seven Hundred Fourteen Thousand Two Hundred Fifty-Five Dollars and Fifty-Nine Cents) an increase of \$16,740.37.
2. The Freeholder Director and the Clerk of the Board are hereby authorized to execute said Change Order No. 3.

Dale A. Cross
DALE A. CROSS, Freeholder
Chairman, Public Safety Committee

I hereby certify the foregoing to be a true resolution adopted by the Board of Chosen Freeholders of the County of Salem on September 20, 2017.


 BREND A P. BANKS
 Clerk of the Board

RECORD OF VOTE

FREEHOLDER	AYE	NAY	N.V.	ABSENT	RES.	SEC.	FREEHOLDER	AYE	NAY	N.V.	ABSENT	RES.	SEC.
D. Cross	✓				✓		S. Griscom	✓					
Laury	✓					✓	L. Ware	✓					
D. Painter	✓						R. Vanderslice	✓					
M. DeCastro	✓												

X – Indicates Vote

N.V. – Not Voting

Res. – Resolution Moved

Sec. – Resolution Seconded

Department Initials

Purchasing

CERTIFICATION OF AVAILABILITY OF FUNDS

NOTE TO COUNTY DEPARTMENTS: This form is to be prepared by each department entering into a contract with a vendor when a resolution is required to be adopted by the Board of Chosen Freeholders of the County of Salem.

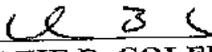
This form must accompany the resolution, and must be submitted with the resolution to the Finance Officer for approval by the Finance Officer at least one week prior to the Freeholder meeting at which it will be presented for adoption.

The contract/agreement between the County and the vendor shall be further contingent upon availability and appropriation of sufficient funds for this purpose in the County's Temporary and Permanent Budget. *If grant funds are utilized, this contract/agreement is further contingent upon the grants funds availability during the appropriate grant period.*

I, **Katie B. Coleman, Chief Finance Officer** of the County of Salem, hereby certify in accordance with **Section 5:34-5 of the Local Public Contracts Guidelines and Local Public Contracts Regulations** that adequate funds for the contract listed below are available.

I further certify that the funds are contained in the **OFFICIAL BUDGET** of the County of Salem under the item listed below.

AMOUNT:	\$16,740.37
ACCOUNT NAME:	JAIL/CONTRACT OTHER
ACCOUNT #:	7-01-25-280-580-202
FOR:	PROVIDING FOOD SERVICES
DATE:	SEPTEMBER 20, 2017
VENDOR:	CBM MANAGED SERVICES
	SLOUX FALLS, SOUTH DAKOTA 57104


KATIE B. COLEMAN, CHIEF FINANCE OFFICER

**Amendment No. 3
To Food Service Agreement
Between Salem County Correctional Facility and CBM Managed Services**

This Amendment No. 3 (the "Amendment"), is entered into this 28th day of August 2017 by and between Salem County Correctional Facility ("County") located at 125 Cemetery Rd., Woodstown, NJ 08098 and Catering By Marlin's, Inc. d/b/a CBM Managed Services ("Contractor") located at 500 East 52nd Street, North, Sioux Falls, South Dakota.

WITNESSETH:

WHEREAS, County and Contractor entered into a Food Service Contract (the "Agreement") dated October 5, 2014 for the management of the food service operation at Salem County Correctional Facility;

WHEREAS, under "**Contract Period**" of the Specifications for Providing Food Services for the Salem County Correctional Facility it states, "Thereafter, on the anniversary date of this contract, October 5th, of each year, the price per meal may be increased or decreased based upon the Food Away from Home Index published by the United States Department of Labor.";

NOW THEREFORE, the County and Contractor hereby agree to amend the Agreement as follows:

The Foregoing recitals are deemed substantive and are incorporated herein as if fully set forth.

1. Cost per Meal: County and Contractor agree to the following cost per meal structure to be effective October 5, 2017 through October 4, 2018:

Current meal price \$1.416	Meal price with 2.4% CPI increase \$1.450
Current snack price \$0.792	Snack price with 2.4% CPI increase \$0.811

These prices were calculated based on a 2.4% Consumer Price Index for the Northeast Region, Food Away from Home.

2. Effect of Amendment: Amendment No. 3 along with the previous amendment shall be attached to the original Agreement and all terms, conditions and provisions of the original Agreement and subsequent amendment shall remain in full force and effect unless otherwise modified by this Amendment.

Initials SS
PK

IN WITNESS WHEREOF, County and Contractor have executed this Amendment No. 3 as of the day and year written below.

Dated this 20th day of September, 2017

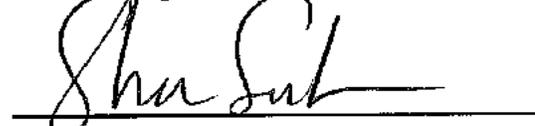
Salem County Purchasing Department



By: Robert J. Vanderslice
Freelancer Director

Dated this 28th day of August, 2017

CBM Managed Services



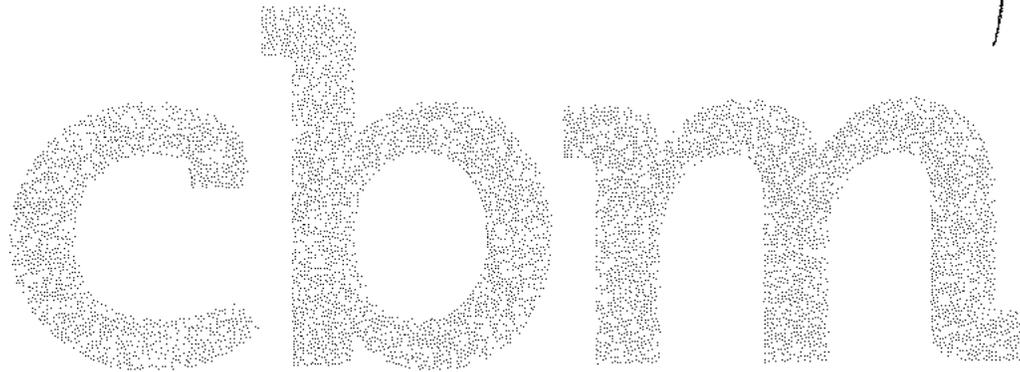
By: Shane V. Sejnoha
Vice-President of Operations



Witness



Witness



MANAGED SERVICES

CERTIFICATION OF AVAILABILITY OF FUNDS

NOTE TO COUNTY DEPARTMENTS: This form is to be prepared by each department entering into a contract with a vendor when a resolution is required to be adopted by the Board of Chosen Freeholders of the County of Salem.

This form must accompany the resolution, and must be submitted with the resolution to the Finance Officer for approval by the Finance Officer at least one week prior to the Freeholder meeting at which it will be presented for adoption.

The contract/agreement between the County and the vendor shall be further contingent upon availability and appropriation of sufficient funds for this purpose in the County's Temporary and Permanent Budget. *If grant funds are utilized, this contract/agreement is further contingent upon the grants funds availability during the appropriate grant period.*

I, **Katie B. Coleman, Chief Finance Officer** of the County of Salem, hereby certify in accordance with **Section 5:34-5 of the Local Public Contracts Guidelines and Local Public Contracts Regulations** that adequate funds for the contract listed below are available.

I further certify that the funds are contained in the **OFFICIAL BUDGET** of the County of Salem under the item listed below.

AMOUNT:	\$16,740.37
ACCOUNT NAME:	JAIL/CONTRACT OTHER
ACCOUNT #:	7-01-25-280-580-202
FOR:	PROVIDING FOOD SERVICES
DATE:	SEPTEMBER 20, 2017
VENDOR:	CBM MANAGED SERVICES
	SLOUX FALLS, SOUTH DAKOTA 57104


KATIE B. COLEMAN, CHIEF FINANCE OFFICER



Approved, as to Form and Legality

Date Adopted

Committee

[Signature]
Michael M. Mulligan, Esq.
Salem County Counsel

September 20, 2017

Health & Human Services

RESOLUTION AUTHORIZING CONTRACTS FOR THE GRANT ADMINISTRATION OF THE MUNICIPAL ALLIANCE TO PREVENT ALCOHOLISM AND DRUG ABUSE FOR THE FISCAL YEAR 2017-2018

WHEREAS, the New Jersey Governor's Council on Alcoholism and Drug Abuse has set aside \$137,801.00 to finance Salem County's Alliance to Prevent Alcoholism and Drug Abuse as the Drug Enforcement Demand Reduction (DEDR) formula amount; and

WHEREAS, State regulations require that Salem County's Municipal Alliances be funded according to plans approved by the Salem County Advisory Committee on Alcoholism and Drug Abuse and the County Alliance Steering Subcommittee; and

WHEREAS, eleven (11) Salem County Municipal Alliances have submitted plans which have been approved for funding by the Governor's Council on Alcoholism and Drug Abuse for the period of July 1, 2017 through June 30, 2018; and

WHEREAS, the Municipal Alliance for the Prevention of Substance Abuse is funded through fines collected by those convicted of a drug related offense; and

WHEREAS, a total of fourteen (14) Municipalities have returned their Municipal Alliance signed contracts to begin services on July 1, 2017 with new contracts, as follows.

WHEREAS, Certificates of Availability of Funds have been affixed to the original copy of this resolution and such certificates indicate that the funds for these contracts are available under the line items listed below subject to adoption of the 2017 and 2018 Salem County budgets.

NOW THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Salem that

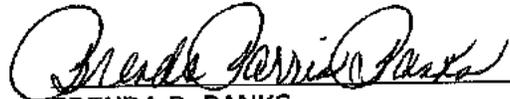
1. That contracts for Municipal Alliance services be and are hereby awarded to:

Alloway Township for their local Alloway Municipal Alliance Committee	\$3,900.00
Carneys Point / Penns Grove Township for their local Carneys Point/ Penns Grove Municipal Alliance Committee	\$13,746.00
Elsinboro Township for their local Elsinboro Municipal Alliance Committee	\$3,819.00
Mannington Township for their local Mannington Municipal Alliance Committee	\$3,879.00
Oldmans Township for their local Oldmans Municipal Alliance Committee	\$4,074.00
Pennsville Township for their local Pennsville Municipal Alliance Committee	\$8,658.00
Pilesgrove Township for their local Pilesgrove/ Woodstown Municipal Alliance Committee	\$9,339.00
Pittsgrove/ Elmer Township both for their local Pittsgrove/ Elmer Municipal Alliance Committee	\$10,464.00
Quinton Township for their local Quinton Municipal Alliance Committee	\$3,903.00
Salem City for their local Salem Municipal Alliance Committee	\$8,336.00
Upper Pittsgrove Township for their local Upper Pittsgrove Municipal Alliance Committee	\$4,169.00

2. The Freeholder Director and Clerk of the Board are hereby directed to execute these contracts.

[Signature]
ROBERT J. VANDERSLICE, Freeholder Director
Chairman, Health and Human Services Committee

I hereby certify the foregoing to be a true resolution adopted by the Board of Chosen Freeholders of the County of Salem on September 20, 2017.


 BREND A. P. BANKS
 Clerk of the Board

RECORD OF VOTE

FREEHOLDER	AYE	NAY	N.V.	ABSENT	RES.	SEC.	FREEHOLDER	AYE	NAY	N.V.	ABSENT	RES.	SEC.
D. Cross	✓						S. Griscom	✓				✓	
B. Laury	✓						L. Ware	✓					
D. Painter	✓					✓	R. Vanderslice	✓					
M. DeCastro	✓												

X – Indicates Vote

N.V. – Not Voting

Res. – Resolution Moved

Sec. – Resolution Seconded

CERTIFICATION OF AVAILABILITY OF FUNDS

NOTE TO COUNTY DEPARTMENTS: This form is to be prepared by each department entering into a contract with a vendor when a resolution is required to be adopted by the Board of Chosen Freeholders of the County of Salem.

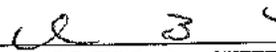
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The contract/agreement between the County and the vendor shall be further contingent upon availability and appropriation of sufficient funds for this purpose in the County's Temporary and Permanent Budget. *If grant funds are utilized, this contract/agreement is further contingent upon the grants funds availability during the appropriate grant period.*

I, **Katie B. Coleman, Chief Finance Officer** of the County of Salem, hereby certify in accordance with **Section 5:34-5 of the Local Public Contracts Guidelines and Local Public Contracts Regulations** that adequate funds for the contract listed below are available.

I further certify that the funds are contained in the **OFFICIAL BUDGET** of the County of Salem under the item listed below.

AMOUNT: Not to exceed: \$3,900.00
ACCOUNT NAME: Municipal Alliance Grant
<i>Contingent upon the approval of the 9/20/17 Chpt. 159</i>
ACCOUNT #: G-02-41-733-17A-303
If this is an extension of a grant, the letter from the grantor agency approving the extension must be attached to this form in order for this to be approved by the CFO.
FOR: Alloway Township
DATE: September 20, 2017
VENDOR: 05195



KATIE B. COLEMAN, CHIEF FINANCE OFFICER

CERTIFICATION OF AVAILABILITY OF FUNDS

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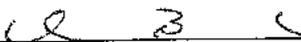
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I, **Katie B. Coleman, Chief Finance Officer** of the County of Salem, hereby certify in accordance with **Section 5:34-5 of the Local Public Contracts Guidelines and Local Public Contracts Regulations** that adequate funds for the contract listed below are available.

I further certify that the funds are contained in the **OFFICIAL BUDGET** of the County of Salem under the item listed below.

AMOUNT: Not to exceed:	\$13,746.00
ACCOUNT NAME:	Municipal Alliance Grant
ACCOUNT #:	G-02-41-733-17A-303 <i>Contingent upon the approval of the 9/20/17 chpt. 159</i>
If this is an extension of a grant, the letter from the grantor agency approving the extension must be attached to this form in order for this to be approved by the CFO.	
FOR:	Carneys Point / Penns Grove Township
DATE:	September 20, 2017
VENDOR:	03016


KATIE B. COLEMAN, CHIEF FINANCE OFFICER

CERTIFICATION OF AVAILABILITY OF FUNDS

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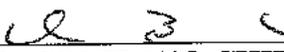
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The contract/agreement between the County and the vendor shall be further contingent upon availability and appropriation of sufficient funds for this purpose in the County's Temporary and Permanent Budget. *If grant funds are utilized, this contract/agreement is further contingent upon the grants funds availability during the appropriate grant period.*

I, **Katie B. Coleman, Chief Finance Officer** of the County of Salem, hereby certify in accordance with **Section 5:34-5 of the Local Public Contracts Guidelines and Local Public Contracts Regulations** that adequate funds for the contract listed below are available.

I further certify that the funds are contained in the **OFFICIAL BUDGET** of the County of Salem under the item listed below.

AMOUNT: Not to exceed: \$3,819.00
ACCOUNT NAME: Municipal Alliance Grant
<i>Contingent upon the approval of the 9/20/17 Chpt 159</i>
ACCOUNT #: G-02-41-733-17A-303
If this is an extension of a grant, the letter from the grantor agency approving the extension must be attached to this form in order for this to be approved by the CFO.
FOR: Elsinboro Township
DATE: September 20, 2017
VENDOR: 05093



KATIE B. COLEMAN, CHIEF FINANCE OFFICER

CERTIFICATION OF AVAILABILITY OF FUNDS

NOTE TO COUNTY DEPARTMENTS: This form is to be prepared by each department entering into a contract with a vendor when a resolution is required to be adopted by the Board of Chosen Freeholders of the County of Salem.

This form must accompany the resolution, and must be submitted with the resolution to the Finance Officer for approval by the Finance Officer at least one week prior to the Freeholder meeting at which it will be presented for adoption.

The contract/agreement between the County and the vendor shall be further contingent upon availability and appropriation of sufficient funds for this purpose in the County's Temporary and Permanent Budget. *If grant funds are utilized, this contract/agreement is further contingent upon the grants funds availability during the appropriate grant period.*

I **Katie B. Coleman, Chief Finance Officer** of the County of Salem, hereby certify in accordance with **Section 5:34-5 of the Local Public Contracts Guidelines and Local Public Contracts Regulations** that adequate funds for the contract listed below are available.

I further certify that the funds are contained in the **OFFICIAL BUDGET** of the County of Salem under the item listed below.

AMOUNT: Not to exceed:	\$3,879.00
ACCOUNT NAME:	Municipal Alliance Grant
ACCOUNT #:	<i>Contingent upon the approval of the 9/20/17 Chpt. 159</i> G-02-41-733-17A-303
If this is an extension of a grant, the letter from the grantor agency approving the extension must be attached to this form in order for this to be approved by the CFO.	
FOR:	Mannington
DATE:	September 20, 2017
VENDOR:	13421


KATIE B. COLEMAN, CHIEF FINANCE OFFICER

CERTIFICATION OF AVAILABILITY OF FUNDS

NOTE TO COUNTY DEPARTMENTS: This form is to be prepared by each department entering into a contract with a vendor when a resolution is required to be adopted by the Board of Chosen Freeholders of the County of Salem.

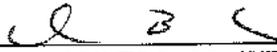
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The contract/agreement between the County and the vendor shall be further contingent upon availability and appropriation of sufficient funds for this purpose in the County's Temporary and Permanent Budget. *If grant funds are utilized, this contract/agreement is further contingent upon the grants funds availability during the appropriate grant period.*

I, **Katie B. Coleman, Chief Finance Officer** of the County of Salem, hereby certify in accordance with **Section 5:34-5 of the Local Public Contracts Guidelines and Local Public Contracts Regulations** that adequate funds for the contract listed below are available.

I further certify that the funds are contained in the **OFFICIAL BUDGET** of the County of Salem under the item listed below.

AMOUNT: Not to exceed: \$4,074.00
ACCOUNT NAME: Municipal Alliance Grant
<i>Contingent upon the approval of the 9/20/17 Chpt. 159</i>
ACCOUNT #: G-02-41-733-17A-303
If this is an extension of a grant, the letter from the grantor agency approving the extension must be attached to this form in order for this to be approved by the CFO.
FOR: Oldmans Township
DATE: September 20, 2017
VENDOR: 15047


KATIE B. COLEMAN, CHIEF FINANCE OFFICER

CERTIFICATION OF AVAILABILITY OF FUNDS

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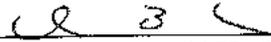
This form must accompany the resolution, and must be submitted with the resolution to the Finance Officer for approval by the Finance Officer at least one week prior to the Freeholder meeting at which it will be presented for adoption.

The contract/agreement between the County and the vendor shall be further contingent upon availability and appropriation of sufficient funds for this purpose in the County's Temporary and Permanent Budget. *If grant funds are utilized, this contract/agreement is further contingent upon the grants funds availability during the appropriate grant period.*

I, **Katie B. Coleman, Chief Finance Officer** of the County of Salem, hereby certify in accordance with **Section 5:34-5 of the Local Public Contracts Guidelines and Local Public Contracts Regulations** that adequate funds for the contract listed below are available.

I further certify that the funds are contained in the **OFFICIAL BUDGET** of the County of Salem under the item listed below.

AMOUNT: Not to exceed: \$8,658.00
ACCOUNT NAME: Municipal Alliance Grant
<i>Contract approved upon the approval of the 9/20/17 chpt. 159</i>
ACCOUNT #: G-02-41-733-17A-303
If this is an extension of a grant, the letter from the grantor agency approving the extension must be attached to this form in order for this to be approved by the CFO.
FOR: Pennsville Township
DATE: September 20, 2017
VENDOR: 16038


KATIE B. COLEMAN, CHIEF FINANCE OFFICER

CERTIFICATION OF AVAILABILITY OF FUNDS

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This form must accompany the resolution, and must be submitted with the resolution to the Finance Officer for approval by the Finance Officer at least one week prior to the Freeholder meeting at which it will be presented for adoption.

The contract/agreement between the County and the vendor shall be further contingent upon availability and appropriation of sufficient funds for this purpose in the County's Temporary and Permanent Budget. *If grant funds are utilized, this contract/agreement is further contingent upon the grants funds availability during the appropriate grant period.*

I, Katie B. Coleman, **Chief Finance Officer** of the County of Salem, hereby certify in accordance with **Section 5:34-5 of the Local Public Contracts Guidelines and Local Public Contracts Regulations** that adequate funds for the contract listed below are available.

I further certify that the funds are contained in the **OFFICIAL BUDGET** of the County of Salem under the item listed below.

AMOUNT: Not to exceed: \$9,339.00
ACCOUNT NAME: Municipal Alliance Grant
<i>Contingent upon the approval of the 9/20/17 Chpt. 159</i>
ACCOUNT #: G-02-41-733-17A-303
If this is an extension of a grant, the letter from the grantor agency approving the extension must be attached to this form in order for this to be approved by the CFO.
FOR: Pilesgrove/Woodstown Township
DATE: September 20, 2017
VENDOR: 16511

Katie B. Coleman
KATIE B. COLEMAN, CHIEF FINANCE OFFICER

CERTIFICATION OF AVAILABILITY OF FUNDS

NOTE TO COUNTY DEPARTMENTS: This form is to be prepared by each department entering into a contract with a vendor when a resolution is required to be adopted by the Board of Chosen Freeholders of the County of Salem.

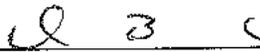
This form must accompany the resolution, and must be submitted with the resolution to the Finance Officer for approval by the Finance Officer at least one week prior to the Freeholder meeting at which it will be presented for adoption.

The contract/agreement between the County and the vendor shall be further contingent upon availability and appropriation of sufficient funds for this purpose in the County's Temporary and Permanent Budget. *If grant funds are utilized, this contract/agreement is further contingent upon the grants funds availability during the appropriate grant period.*

I, **Katie B. Coleman, Chief Finance Officer** of the County of Salem, hereby certify in accordance with **Section 5:34-5 of the Local Public Contracts Guidelines and Local Public Contracts Regulations** that adequate funds for the contract listed below are available.

I further certify that the funds are contained in the **OFFICIAL BUDGET** of the County of Salem under the item listed below.

AMOUNT: Not to exceed:	\$10,464.00
ACCOUNT NAME:	Municipal Alliance Grant
ACCOUNT #:	G-02-41-733-17A-303
Contingent upon the approval of the 9/20/17 Chpt. 159	
If this is an extension of a grant, the letter from the grantor agency approving the extension must be attached to this form in order for this to be approved by the CFO.	
FOR:	Pittsgrove/Elmer Township
DATE:	September 20, 2017
VENDOR:	16058


KATIE B. COLEMAN, CHIEF FINANCE OFFICER

CERTIFICATION OF AVAILABILITY OF FUNDS

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The contract/agreement between the County and the vendor shall be further contingent upon availability and appropriation of sufficient funds for this purpose in the County's Temporary and Permanent Budget. *If grant funds are utilized, this contract/agreement is further contingent upon the grants funds availability during the appropriate grant period.*

I, **Katie B. Coleman, Chief Finance Officer** of the County of Salem, hereby certify in accordance with **Section 5:34-5 of the Local Public Contracts Guidelines and Local Public Contracts Regulations** that adequate funds for the contract listed below are available.

I further certify that the funds are contained in the **OFFICIAL BUDGET** of the County of Salem under the item listed below.

AMOUNT: Not to exceed: \$3,903.00
ACCOUNT NAME: Municipal Alliance Grant
<i>Contingent upon the approval of the 9/20/17 Chpt. 159</i>
ACCOUNT #: G-02-41-733-17A-303
If this is an extension of a grant, the letter from the grantor agency approving the extension must be attached to this form in order for this to be approved by the CFO.
FOR: Quinton Township
DATE: September 20, 2017
VENDOR: 17015


KATIE B. COLEMAN, CHIEF FINANCE OFFICER

CERTIFICATION OF AVAILABILITY OF FUNDS

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This form must accompany the resolution, and must be submitted with the resolution to the Finance Officer for approval by the Finance Officer at least one week prior to the Freeholder meeting at which it will be presented for adoption.

The contract/agreement between the County and the vendor shall be further contingent upon availability and appropriation of sufficient funds for this purpose in the County's Temporary and Permanent Budget. *If grant funds are utilized, this contract/agreement is further contingent upon the grants funds availability during the appropriate grant period.*

I **Katie B. Coleman, Chief Finance Officer** of the County of Salem, hereby certify in accordance with **Section 5:34-5 of the Local Public Contracts Guidelines and Local Public Contracts Regulations** that adequate funds for the contract listed below are available.

I further certify that the funds are contained in the **OFFICIAL BUDGET** of the County of Salem under the item listed below.

AMOUNT: Not to exceed:	\$8,336.00
ACCOUNT NAME:	Municipal Alliance Grant
ACCOUNT #:	<i>Contingent upon the approval of the 9/20/17 chpt. 159</i> G-02-41-733-17A-303
If this is an extension of a grant, the letter from the grantor agency approving the extension must be attached to this form in order for this to be approved by the CFO.	
FOR:	City of Salem
DATE:	September 20, 2017
VENDOR:	03045


KATIE B. COLEMAN, CHIEF FINANCE OFFICER

CERTIFICATION OF AVAILABILITY OF FUNDS

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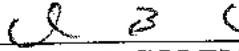
This form must accompany the resolution, and must be submitted with the resolution to the Finance Officer for approval by the Finance Officer at least one week prior to the Freeholder meeting at which it will be presented for adoption.

The contract/agreement between the County and the vendor shall be further contingent upon availability and appropriation of sufficient funds for this purpose in the County's Temporary and Permanent Budget. *If grant funds are utilized, this contract/agreement is further contingent upon the grants funds availability during the appropriate grant period.*

I, **Katie B. Coleman, Chief Finance Officer** of the County of Salem, hereby certify in accordance with **Section 5:34-5 of the Local Public Contracts Guidelines and Local Public Contracts Regulations** that adequate funds for the contract listed below are available.

I further certify that the funds are contained in the **OFFICIAL BUDGET** of the County of Salem under the item listed below.

AMOUNT: Not to exceed \$4169.00
ACCOUNT NAME: Municipal Alliance Grant
<i>Contingent upon the approval of the 9/20/17 chpt. 159</i>
ACCOUNT #: G-02-41-733-17A-303
If this is an extension of a grant, the letter from the grantor agency approving the extension must be attached to this form in order for this to be approved by the CFO.
FOR: Upper Pittsgrove Township
DATE: September 20, 2017
VENDOR: 21008


KATIE B. COLEMAN, CHIEF FINANCE OFFICER