



Approved as to Form and Legality

Date Adopted

Committee  
Health/ Human Services/  
Education

March 20, 2019

\_\_\_\_\_  
Salem County Counsel

**RESOLUTION  
APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN  
SALEM COUNTY OFFICE ON AGING & DISABILITIES AND  
JERRE BLAKE  
FOR TAI CHI INSTRUCTOR PROGRAM SERVICES**

**WHEREAS**, the Office On Aging & Disabilities wishes to enter into a Memorandum of Understanding (MOU) regarding a Physical Activity Tai Chi Program for seniors and disabled under the Area Plan Grant with Jerre Blake; and

**WHEREAS**, the purpose memorializes the parties responsibilities related to servicing Salem County residents within the Physical Activity Tai Chi Program; and

**WHEREAS**, the Health and Human Services Department has agreed to reimburse Jerre Blake \$125.00 per session of Tai Chi Instruction for 48 sessions. The reimbursement is not to exceed Six Thousand Dollars and Zero Cents (\$6,000.00) in 2019.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Chosen Freeholders of the County of Salem approves the Memorandum of Understanding; and authorizes the Freeholder Director and Clerk of the Board to approve and sign this document.

\_\_\_\_\_  
GORDON J. OSTRUM, JR., Freeholder  
Chair, Health/ Human Services/ Education Committee

I hereby certify the foregoing to be a true resolution adopted by the Board of Chosen Freeholders of the County of Salem on March 20, 2019.

\_\_\_\_\_  
STACY L. PENNINGTON  
Deputy Clerk of the Board

RECORD OF VOTE

FREEHOLDER	AYE	NAY	ABSTAIN	ABSENT	RESOLUTION MOVED	RESOLUTION SECONDED
G. Ostrum, Jr.	✓				✓	
C. Hassler	✓					
L. Ware	✓					✓
R.S. Griscom	✓					
B. Laury	✓					

✓ Indicates Vote

Department Initials OOA/dc



## 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.*

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I, **Kelly A. Hannigan, 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.

<b>AMOUNT:</b>	\$6,000.00
<b>ACCOUNT NAME:</b>	Area Plan Grant
<b>ACCOUNT #:</b>	G-02-41-700-19B-303
<b>FOR:</b>	Tai Chi Instructor Physical Activity Class Seniors & Disabled
<b>DATE:</b>	2/11/19
<b>VENDOR:</b>	Jerre Blake

  
\_\_\_\_\_  
**Kelly A. Hannigan, Treasurer**

**SERVICE AGREEMENT**

**BY AND BETWEEN**

**THE SALEM COUNTY OFFICE ON AGING AND DISABILITIES**

**AND**

**JERRE BLAKE, TAI CHI FOR ARTHRITIS INSTRUCTOR**

**THIS AGREEMENT**, entered into on February 11, 2019, by and between the **SALEM COUNTY OFFICE ON AGING AND DISABILITIES** located at 110 5<sup>th</sup> Street, Suite 900, Salem, New Jersey 08079 hereinafter called "**SCA&D**"; and **JERRE BLAKE, Tai Chi for Arthritis Instructor**, 806 Cherry Street, Gloucester City, New Jersey 08030, hereinafter called "**Instructor**";

**WHEREAS**, the **SCA&D** has requested the **Instructor** to implement FOUR (4) cycles of Tai Chi for Arthritis, a program that was created in 1997 by Dr. Paul Lam, with a team of Tai Chi and medical experts. Each cycle consists of 12 sessions lasting approximately 1 hour each. Each session of Tai Chi for Arthritis involves 8 movements or positions that are designed to be safe and beneficial for people with arthritis. Participants will be encouraged to learn the movements properly and slowly, working within their individual comfort limits; and;

**WHEREAS**, the **SCA&D** seeks to implement an Evidence Based Program for Senior Americans who reside within the County of Salem (New Jersey) to include the Tai Chi for Arthritis Program, and;

**WHEREAS**, the **Instructor** has represented to the **SCA&D** that they have the competence, experience and ability to provide the identified program and will complete the project in accordance with the requirements set-forth by the County of Salem and the **SCA&D**;

**WHEREAS**, the **Instructor** has reviewed and attached herein the New Jersey Department of Human Services Division of Aging Services Subcontract Requirements, Section K, subsections 1-12 (attached), and has agreed to follow all applicable components to said requirements during the implementation of the Tai Chi for Arthritis Program. **SCA&D** will ensure all data entry and reporting requirements are submitted, as required or applicable. The classes will be held as follows:

1. Thursdays, March 14, 2019 through May 30, 2019 from 11 am through Noon at Friends Village, 1 Friends Drive, Woodstown, New Jersey. 12 sessions X \$125.00 per session = \$1,500.00

2. Thursdays, March 14, 2019 through May 30, 2019 from 1 pm through 2 pm at Mid-Atlantic States Career and Education Center, 391 S. Broadway, Pennsville, New Jersey. 12 sessions X \$125.00 per session = \$1,500.00
3. Thursdays, September 5, 2019 through November 21, 2019 from 11 am through Noon at Friends Village, 1 Friends Drive, Woodstown, New Jersey. 12 sessions X \$125.00 per session = \$1,500.00
4. Thursdays, September 5, 2019 through November 21, 2019 from 1 pm through 2 pm at Mid-Atlantic States Career and Education Center, 391 S. Broadway, Pennsville, New Jersey. 12 sessions X \$125.00 per session = \$1,500.00

Changes and adjustments to the schedule and/or to the site locations shall be provided to the **Instructor** in writing within 14 days of the scheduled time and will be mutually agreed upon by both parties.

The **SCA&D** may bring materials to the sessions provided by the **Instructor** to promote future events and activities.

**NOW THEREFORE BOTH PARTIES AGREE** by affixing their names and signature **HERETO**; the **SCA&D** and **Instructor** have executed this Agreement as of the date and year first written above.

Rebecca G. Ferguson

Salem County Office on Aging & Disabilities

3/4/2019

DATE

Betty Myers

ATTEST

3/4/19

DATE

Jerre Blake

Jerre Blake

2-27-19

DATE

Betty Myers

ATTEST

2/28/19

DATE

Ben Laury

Ben Laury, Salem County Freeholder Director

3-20-19

DATE

Hayden

ATTEST

3/20/19

DATE

**III. Subcontract Requirements:**

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

1. A AAA providing direct services, AAA subcontractor (including but not limited to another part of county, municipal or state government), or third party utilizing any area plan funding shall comply with all federal, State, and local laws and policies.
2. Funds provided under this contract shall not be utilized in a manner that would contravene the Establishment Clause of the 14th Amendment of the United States Constitution. Specifically, the following conditions shall apply:
  - a) In no event shall the provision of the services to be funded under this agreement be conditioned upon actual or potential participation in religious programs, services, or activities;
  - b) Any services to be provided under this agreement shall be essentially secular in nature and scope and in no event shall there be any religious services, counseling, proselytizing, instruction, or other religious influence undertaken in connection with the provision of such services; and
  - c) Funds provided under this agreement shall not be used for the construction, rehabilitation, or restoration of any facility owned by a religious organization and used now, or in the future, for any religious activity or purpose.
3. Pursuant to Section 306(a)(4)(A)(ii)(I), of the Older Americans Act, 42 U.S.C. § 3026(a)(4)(A)(ii)(I), the provider shall specify how the provider intends to satisfy the service needs of low-income, minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in the area served by the provider.
4. Pursuant to Section 306(a)(4)(A)(ii)(II), of the Older Americans Act, 42 U.S.C. § 3026(a)(4)(A)(ii)(II), the provider shall to the maximum extent feasible; provide services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in accordance with their need for such services.
5. Pursuant to Section 306(a)(4)(A)(ii)(III), of the Older Americans Act, 42 U.S.C. § 3026(a)(4)(A)(ii)(III), the provider will meet specific objectives established by the state agency in applying for providing services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in the planning area of the area.
6. Each agreement to provide to a nongovernmental organization, including the assurance that all services will be provided at no cost received or copayable by the agency to provide services to older individuals shall be submitted to DoAS or the Commissioner for the Department of Human Services upon request.
7. For AAAs providing NAPIS registered services, the funding subcontract language shall be required to receive funding through the Area Plan Contract.
  - a. Provider agency shall use SAMS for all Area Plan Contract data reporting and client tracking as directed by the AAA.
  - b. If applicable, an ADRC partner shall use SAMS for intake, screening individuals for community services, recording service delivery and client characteristics, and managing the activities of the ADRC business process.
  - c. Sub-grantees or third parties having access to SAMS shall comply with DoAS confidentiality provisions.
  - d. All provider agencies, sub-grantees or third parties having access to SAMS shall notify the AAA, no later than the end of the next working day, when a SAMS user no longer requires access to SAMS to conduct business for Area Plan Contract purposes, such as when the user has been reassigned job functions, separates from employment or ceases providing services.
 

*\* Note: If the sub-grantee is not going to enter data into SAMS it is the responsibility of the AAA to enter all sub-grantee data into the SAMS database.*
8. In addition to any applicable HIPAA requirements, if required by law or requested by DoAS, the sub-grantee or third party, or individuals working for or with a sub-grantee or third party, shall maintain the confidentiality of each participant's personal and confidential information and shall not disclose such information except where disclosure is consistent with applicable law and DoAS requirements and policies, and the disclosure is made to the Participant; to the Participant's legal representative; to a party upon the informed written consent of the Participant or the Participant's legal representative; to a party pursuant to a court order; or if disclosure is made for program monitoring by authorized federal, State or local monitoring agencies.
9. Each sub-grantee shall have a business continuity plan that will be activated in the event of an emergency. The plan shall address ways in which critical services are maintained for the participant and a description of the methods for communicating about service continuation.
10. Each sub-grantee shall utilize its AAA's Grievance, Record Retention and Client Contribution policies.
11. Each sub-grantee shall require its workers to complete grant allocation timesheets for personnel allocation purposes.
12. Providers are required to maintain signed confidentiality agreements for SAMS users for the length of the contract and to make these signed documents available for review by the AAA upon request.