

**RESOLUTION AUTHORIZING THE APPLICATION AND
ACCEPTANCE FOR A MIDDLESEX COUNTY
DEPARTMENT ON AGING GRANT
SENIOR TRANSPORTATION - \$10,000.00**

WHEREAS, the County of Middlesex entered into a contract with the State of New Jersey, Department of Health and Senior Services, for the purpose of providing services primarily for older adults under the County Department on Aging Area Plan; and

WHEREAS, under the Rules and Regulations for County Offices on Aging, N.J.A.C. 5:71-1.2 and, the County Department on Aging Area Plan Contract, the County Department on Aging has been provided the authority and responsibility to administer these Programs; and

WHEREAS, the Aging Area Plan Contract with the New Jersey Department of Health and Senior Services stipulates the County of Middlesex, Department on Aging will provide funding for outreach services through an agreement with the North Brunswick Township Senior Center; and

WHEREAS, the contract between the Township of North Brunswick and County of Middlesex Department on Aging calls for a minimum of 700 unduplicated units to be provided service to with a commitment from the County of \$10,000.00 for one year for the transportation services; and

WHEREAS, the Director of the Department of Parks, Recreation and Community Services requests application and acceptance of funding from the Middlesex County Department on Aging in the amount of \$10,000.00 to assist North Brunswick in senior citizen transportation programs; and

WHEREAS, the Chief Financial Officer reviewed the grant approval and the corresponding conditions of award and recommends Council to approve said request; and

NOW, THEREFORE, BE IT RESOLVED, the Township Council of the Township North Brunswick does hereby authorize the application and acceptance of funding from the Middlesex County Department on Aging Grant Program in the amount of \$10,000.00 to assist in senior citizen transportation programs.

Cavel S. Gallimore
Chief Financial Officer

Lou Ann Benson
Director of Parks, Recreation
and Community Services

Justine Progebin
Business Administrator

Ronald Gordon, Esq.
Township Attorney
Approved as to legal form

I do hereby certify that the foregoing is a true copy of a Resolution passed by the Township Council of North Brunswick at a meeting duly held on the 3rd day of March 2025.

Lisa Russo
Township Clerk

RECORDED VOTE:

COUNCIL MEMBER	YES	NO	ABSTAIN	NOTES
CHEDID				
HUTCHINSON				
MEHTA				
DAVIS				
SOCIO				
GUADAGNINO				
MAYOR WOMACK				

COUNTY OF MIDDLESEX

OFFICE OF AGING & DISABLED SERVICES

GRANT AGREEMENT

Grantee: North Brunswick Senior Center

Date: 1/1/2025 – 12/31/2025

Area Plan Contract Services granted for January 1, 2025, through December 31, 2025

Service	Taxonomy	Funding Approved	Number of Units Approved	Funding Source
Congregate Nutrition	435	\$10,000.00	1,800	Title III C-1
Assisted Transportation	107	\$10,000.00	700	SASS

This AGREEMENT, made this day of February 17 , 2025, between the COUNTY OF MIDDLESEX, a municipal corporation of the State of New Jersey, having its principal offices at 75 Bayard Street, City of New Brunswick, County of Middlesex, State of New Jersey, hereinafter referred to as the "County" and

Name: North Brunswick Senior Center

Address: 15 Linwood Place, North Brunswick, NJ 08902

hereinafter referred to as the "Subgrantee".

Witnesseth that:

I. TERM OF AGREEMENT

This Agreement shall be in effect for a twelve-month period beginning January 1, 2025 through December 31, 2025. At the discretion of the County, the agreement may be renewed or extended on an annual basis for the subsequent two years subject to the availability and appropriation annually of sufficient funds required to meet any grant obligation extending beyond a 12 month period. This agreement coincides with the approved 2025 - 2027 Area Plan Contract with the State Department of Human Services, Division of Aging Services.

II COMPLIANCE WITH EXISTING LAWS

The Subgrantee in order to induce the County to award this contract, agrees in the performance of this contract to comply with all federal, state and municipal laws, rules, and regulations generally applicable to the activities by whomsoever performed in which Subgrantee is engaged in the performance of this contract. Failure to comply with such laws, rules or regulations shall be grounds for termination of this agreement.

III INSURANCE

Insurance of the type described in Section XII and the Program Scope of Services.

IV INDEMNIFICATION

The Subgrantee shall defend, indemnify and otherwise save harmless the County of Middlesex, its agencies, departments, bureaus, boards, officials and employees from any and all claims or actions at law, whether for personal injury, property damage or liabilities, including the costs of defense (a) which arise from acts or omissions, whether negligent or not, of the Subgrantee or its agents, employees, servants, subcontractors, material suppliers or others working for the Subgrantee, or (b) which arise from any failure to perform the Subgrantee's obligations under this contract or any improper performances.

V ASSIGNABILITY

The Subgrantee shall not subcontract any of the work or services covered by this contract, nor shall any interest be assigned or transferred except as may be provided for in this contract or with express written approval of the County.

VI AVAILABILITY OF FUNDS

The parties hereto recognize and agree that continuation of funding under this contract is expressly dependent upon the availability of funds appropriated by the County of Middlesex from State or Federal revenue or such other funding sources as may be applicable. The County shall not be held liable for any breach of this agreement because of the absence of available funding appropriations. In addition, the subgrantee shall not anticipate future funding from the County beyond the duration of time period set forth in this agreement and in no event shall this agreement be constructed as a commitment by the County to expend funds beyond the termination date set forth herein.

VII PROCUREMENT

Procurement of supplies, equipment and other services with funds provided by this contract shall be accomplished in a manner generally consistent with Administration of Grants, Code of Federal Regulations Title 45, Part 74 which shall be provided to the Subgrantee, upon request, by the County. Adherence to the standards contained in those applicable federal and state laws and regulations does not relieve the Subgrantee of the contractual responsibilities arising under its procurements. The Subgrantee is the responsible authority, without recourse to the County regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of a contract.

VIII PROPERTY MANAGEMENT STANDARDS

Property furnished by the County or acquired in whole or in part with federal or state funds whose cost was charged to a project supported by federal or state funds shall be utilized and disposed of in a manner consistent with Administration of Grant, Code of Federal Regulations, Title 45, Part 74.

IX METHOD OF PAYMENT

Progress payments shall be made by the County on a quarterly basis. Such payment shall be issued upon receipt of the required financial and programmatic reports.

At the County's discretion, a final payment can be withheld pending receipt of final reports. If applicable, this payment will not exceed ten percent of the total contract amount.

X FINANCIAL AND PERFORMANCE REPORTING

Interim expenditure reports shall be submitted on a quarterly basis. These reports certified by the Chief Financial Officer, shall be submitted no later than five (5) business days following the end of the Report period.

Performance reports shall be completed and submitted on a quarterly basis as outlined in the Program Scope of Services. These reports shall be submitted no later than five (5) business days after the end of each reporting period.

A final financial and program report shall be submitted by the Subgrantee no later than 10 days after completion of the contract period or termination of the contract.

If reports are not submitted as required, the County may, at its discretion, suspend payments on this contract or any contract entered into between the County and the Subgrantee. Failure to comply or properly report on a quarterly basis as required by the federal Administration on Aging and State Department of Human Services, Division of Aging Services, NAPIS mandate can result in the grant being terminated.

XI FINANCIAL MANAGEMENT SYSTEM

Subgrantee financial management system shall provide for:

Accurate, current and complete disclosure of the financial results of each portion of contract.

Records that adequately identify the source and application of funds for County supported activities. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income.

Effective internal and accounting controls over all funds, property and other assets. The Subgrantee shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

Comparison of actual outlays with budgeted amounts for each contract. Also relation of financial information with performances or productivity data, including the production of unit cost information required by the County.

Accounting records that are supported by source documentation.

Procedures to minimize the time elapsing between the advance of funds from the County and the disbursement by the Subgrantee, whenever funds are advanced by the County.

If the County determines that the Subgrantee accounting system does not meet standards described under this section, additional information to monitor the contract may be required by the County upon written notice to the Subgrantee until such time as the system meets with County approval.

XII INSURANCE

Anyone handling grant funds must be bonded in compliance with N.J.S. 40A:5-34 (Bonds of officials and employees).

XIII SUBGRANTEE'S GOVERNING BODY

A resolution by the Subgrantee's Board of Directors or governing body indicating acceptance of the obligations under the grant agreement must be provided. The resolution should indicate the authorized signatures of the agreement. The governing body seal should be affixed on the resolution and on each copy of the agreement.

XIV NON-DISCRIMINATION ON THE BASIS OF HANDICAP

The Subgrantee in accepting this contract agrees to comply with the specific provisions implementing Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112). These

provisions are detailed in the Code of Federal Regulations, Title 45, Part 74 and were issued in the Federal Register, Volume 42, No. 86, May 4, 1977. Section 504 stipulates that no otherwise qualified handicapped individual shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving any Federal financial assistance.

XV ACCESS TO RECORDS

The Subgrantee in accepting this contract agrees to make available to the County, any federal or state agency whose funds are expended in the course of this contract, or any other duly authorized representatives, pertinent accounting records, books, documents, papers as may be necessary to monitor and/or audit Subgrantee operations.

All visitations, inspections and audits including visits and requests for documentation in discharge of County responsibilities, shall as a general rule provide for prior notice when reasonable and practical to do so. However, the County retains the right to make unannounced visitations, inspections and audits as deemed necessary.

The County reserves the right to have access to records of any Subgrantees and requires the contractor to provide for County access to such records on any contract or grant with the Subgrantee.

The County reserves the right to have access to all work papers produced in connection with audits made by the Subgrantee or by independent Certified Public Accountants or licensed public accountants hired by the County to perform such audits.

XVI RECORD RETENTION

Financial records, supporting documents, statistical records, and all other records pertinent to the contract shall be retained for a period of seven years or until closure of final audit report, whichever is longer. The retention period starts from the date of submission of the final expenditure report.

The County may request transfer of certain records to its custody from the Subgrantee when it determines that the records possess long-term retention value and will make arrangements with the Subgrantee to retain any records that are continuously needed for joint use.

XVII UNEXPENDED FUND BALANCE

The Subgrantee may incur costs only during the period set forth in this Agreement. **Expenditures made before or after these dates shall be disallowed.** Accrued expenditures must be liquidated within 30 days after the close of the contract period and any unexpended fund balances remaining shall be returned to the County as instructed at that time.

XVIII MONITORING OF PROGRAM PERFORMANCE

The Subgrantee shall constantly monitor the performance under grant supported activities to assure

that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as defined in the Program Scope of Services.

The Subgrantee shall inform the County of the following types of conditions which affect program objectives and performance as soon as they become known:

1. Problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County assistance needed to resolve the situation.
2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

The County will make site visitations to:

Review program accomplishments, financial and program management control systems and provide technical assistance as may be required.

XIX BUDGET REVISION AND MODIFICATION

This section sets forth criteria and procedures to be followed by the Subgrantee in reporting deviations from the approved budget and in requesting approvals for budget revisions and modification. Revisions and modifications to this contract must be requested by the Subgrantee and approved by the County, in writing.

Subgrantee shall request, in writing, approval from the Middlesex County Office of Aging & Disabled Services, a revision or modification for the following reasons:

Changes in scope, objective, or timing of the project or program.

The need for additional funding.

The revisions involve the transfer of amounts budgeted from one-line item to another

The County may also, at its option, restrict transfers of funds amount direct cost categories for contracts which exceed \$100,000 when the cumulative amount of such transfers exceeds or is expected to exceed five (5) percent of the total budget. The same criteria shall apply to the cumulative amount of transfers among programs, functions, and activities when budgeted separately for a contract, except that the County shall permit no transfer that would cause any Federal or State appropriation, or part thereof, to be used for purposes other than those intended.

When requesting approval for budget revisions, the Subgrantee shall clearly show the change in cost categories using the budget form provided by the County Office of Aging & Disabled Services.

If the Subgrantee is making program expenditures or providing contract service at a rate which, in the judgement of the County, will result in substantial failure to expend the

contract amount or provide contract services, the County may so notify the Subgrantee. If after consultation, the subgrantee is unable to develop to the satisfaction of the county a plan to rectify its low level of program expenditures or contract services, the County may, upon thirty (30) days notice to the Subgrantee, reduce the contract amount by a sum so that the revised contract amount fairly projects program expenditures over the contract period. This reduction shall take into account the subgrantee fixed costs and shall establish the committed level of service for each program element of contract services at the reduced contract amount.

XX AUDIT REQUIREMENTS

Audit of operations under this contract shall be conducted in the method specified in Attachment A, I. (C).

Examinations in the form of audits will be conducted by qualified individuals who are sufficiently independent of those who authorize the expenditure of contract funds, to produce unbiased opinions, conclusions or judgements. These audit examinations are intended to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the contract and that accounts and financial statements present fairly the results of the Subgrantee operations.

XXI TERMINATION AND SUSPENSION

The following definitions shall apply for the purposes of this section:

Termination - The termination of a contract means the cancellation of assistance, in whole or in part, under a contract at any time prior to the date of completion.

Suspension - The suspension of a contract is an action by the County which temporarily suspends assistance under the contract pending corrective action by the Subgrantee or pending a decision to terminate the contract by the County.

Disallowed cost - Disallowed costs are those charges to the contract which the County or its representatives determine to be beyond the scope of the purpose of this contract, excessive, or otherwise unallowable.

When the Subgrantee has failed to comply with contract award stipulations, standards, or conditions, the County may upon thirty days' notice to the Subgrantee, suspend the contract and withhold further payments; prohibit the Subgrantee from incurring additional obligations of contract funds pending corrective action. If Subgrantee could not reasonably avoid obligations during the period of suspension they must still meet the provisions of Administration of Grants, Code of Federal Regulations Title 45, Part 74.

The County may terminate the contract, in whole or in part, upon thirty (30) days notice, whenever it is determined that the Subgrantee has failed to comply with the conditions of the contract.

The County shall promptly notify the Subgrantee, in writing, of the determination and the

reasons for the termination together with an effective date. Payments made to the Subgrantee or recoveries by the County under the contract when terminated for cause, shall be in accord with the legal right and liability of the parties.

The County and the Subgrantee may terminate the contract in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions including the effective date and in case of partial terminations, the portion to be terminated. The Subgrantee should not incur new obligations for the terminated portions after the effective date; and shall cancel as many outstanding obligations as possible.

The Contract Closeout Procedures in Section XXII of this contract shall apply in all cases of termination of the contract.

XXII CONTRACT CLOSEOUT PROCEDURES

The following definitions shall apply for this Section:

Contract Closeout - The closeout of a contract is the process by which the County determines that all applicable administrative actions and all required work of the contract have been completed by the Subgrantee.

Date of Completion - The date when all activities under the contract are completed or the expiration date in the award document, or any supplement thereto.

The Subgrantee shall submit a final report upon completion of the contract period or termination of the contract.

The Subgrantee will, together with the submission of the final report, refund to the County any unexpended funds or unobligated (unencumbered) cash advanced except such sums that have been otherwise authorized, in writing, by the County.

Within the limits of the contract amount, the County may make a settlement for any upward or downward adjustments or costs after these reports are received.

In the event a final audit has not been performed prior to the closeout of the contract, the County retains the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

The Subgrantee shall account for any property acquired with contract funds or received from the County in Accordance with the provisions of the Property Management Standards as referenced in this contract.

XXIII NOTICE OF AFFIRMATIVE ACTION

Prior to becoming a grantee, agency must have filed with the State Office of Affirmative Action an Employee Information Report (State Form AA-302), if applicable. The original form must be sent to the State Office and the pink copy must be sent to the County Office of Aging & Disabled

Services if accepted for funding. This form will be reviewed by County Counsel prior to processing of any grant agreements/contracts. If an agency already has an approval of this report from the State, they should include a copy of it with this proposal.

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

In no event shall the provision of services to be funded under this agreement be conditioned upon attendance at or participation in religious programs, services, or activities.

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

Funds provided under this contract shall not be used for the construction, rehabilitation, or restoration of any facility owned by a religious organization and used, now or in the future, for any religious activity or purpose.

Agency agrees to maintain client and fiscal records, prepare and submit required reports on time, conduct other administrative mandates necessary to obtain this funding or provide the service and to attend scheduled quarterly grantee meetings, and, understands the Middlesex County Office of Aging & Disabled Services will monitor the program performance and fiscal records at least once during the grant period.

Attachment A

A CONTRACT BETWEEN
COUNTY OF MIDDLESEX

AND

(NORTH BRUNSWICK SENIOR CENTER)

Additional Contract Provisions

Attachment A hereby annexed provides for additional contract provisions and conditions between the County of Middlesex and North Brunswick Senior Center as detailed below.
(Subgrantee Organization)

I. AUDIT REQUIREMENTS

- A. Any audit required under Section XX of this contract may be conducted on an organization wide basis and on the calendar fiscal year. It is the County's understanding that the Subgrantee fiscal year ends on 06/30/25.

Any changes in the fiscal year must be reported immediately to the County.

- B. This is a new contract which is subject to the initial audit requirements defined in in Section XX.

This is not a new contract and is not subject to the initial audit requirements

- C. The following method(s) has been designated in performing audits.

State Auditors

Departmental internal auditors

CPA firm appointed by the County

CPA firm appointed by the Subgrantee

Other _____

Attachment B

STATEMENT OF ADEQUACY OF ACCOUNTING SYSTEM

Office of Aging & Disabled Services
County of Middlesex
75 Bayard Street
New Brunswick, New Jersey 08901

I am the Chief Financial Officer of the Township of North Brunswick
and, in this capacity, I will be responsible for establishing and
maintaining the financial accounts for grant funds under this contract.

The accounting system that will be established and maintained for the purpose of this contract will be adequate to:

- (1) Provide for accurate identification of the receipts and expenditures of federal or state funds from the Middlesex County Office of Aging & Disabled Services for approved budget cost categories;
- (2) Provide for documentation supporting each book entry, filled in such a way that it can be readily located;
- (3) Provide accurate and current financial reporting information;
- (4) Be integrated with a strong system of internal controls; and
- (5) Will conform to any and all requirements, guidelines or regulations the federal or state funding source may issue.

Signed by:
Cavel Gallimore
BF035CDB80984BF
Signature of Financial Officer

Chief Financial Officer
Title

2/13/2025 | 9:08 AM EST
Date

Attachment C

AFFIRMATIVE ACTION STATEMENT

P.L. 1975, C. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE
FOR EMPLOYMENT GOAL COMPLIANCE

Procurement, Professional and Service Contracts

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

1. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 197, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
2. The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
3. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
4. The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and conform with applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

DocuSigned by:

 6B40084C8EE14F0
 Signature of Authorized Agency Official

Francis M. Womack, Mayor

 Title

2/13/2025 | 6:27 AM PST

 Date

Attachment D

Assurance of Compliance with the Department of
Health, Education and Welfare Regulation Under
Title VI of the Civil Rights Act of 1964

North Brunswick Senior Center (hereinafter called the Subgrantee) hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education and Welfare (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with the Title VI of that Act and the regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives Federal financial assistance from the MIDDLESEX COUNTY OFFICE OF AGING & DISABLED SERVICES, a recipient of Federal financial assistance from the Department (hereinafter called Grantor); and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of federal financial assistance, extended to the subgrantee by the grantor, this assurance shall obligate the subgrantee, or in the case of any transfer of such property, any transferee, for the period which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the subgrantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the subgrantee for the period during which the federal financial assistance is extended to it by the grantor.

This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the subgrantee by the grantor, including installment payments after such date on account of applications for federal financial assistance which were approved before such date. The subgrantee recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and arguments made in this assurance, and that the grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the subgrantee, its successors, transferees and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the subgrantee.

2/13/2025 | 6:27 AM PST

Date

DocuSigned by:
Francis Womack

6B40084C3EE14F0...
Signature of Authorized Official

Francis M. Womack, Mayor

Title

Attachment E

PROGRAM SCOPE OF SERVICES - North Brunswick Senior Center

The County of Middlesex entered into a contract with the State of New Jersey, Department of Human Services, Division of Aging Services, for the purpose of providing services primarily for older adults under the County Office of Aging & Disabled Services Area Plan Contract. Under Rules and Regulations for County Offices on Aging, N.J.A.C. 5:71-1.2 ©: and the County Office of Aging & Disabled Services Area Plan Contract, the County Office of Aging & Disabled Services has been provided authority and responsibility to administer these Programs.

The Aging Area Plan Contract with the N.J. Department of Human Services, Division of Aging Services, stipulates the County of Middlesex, Office of Aging & Disabled Services will provide funding for the services listed below through an agreement with the North Brunswick Senior Center. The contract between North Brunswick Senior Center and County of Middlesex Office of Aging & Disabled Services calls for a minimum number of unduplicated senior clients to be provided with the above stated services at a cost not to exceed the approved funding of grant funds and matching funds (as appropriate) per the approved program budget (attached).

In consideration of the payment of said monies and the services to be rendered, the subgrantee does hereto promise, covenant and agree as follows:

Service	Taxonomy	Funding Approved	Number of Units Approved	Funding Source
Congregate Nutrition	435	\$10,000.00	1,800	Title III C-1
Assisted Transportation	107	\$10,000.00	700	SASS

SERVICE DESCRIPTION:

Congregate Nutrition - The provision of nutritionally adequate meals that comply with the current Dietary Guidelines for Americans (DGA) and provide a minimum weekly average of 1/3 of the Dietary Reference Intakes (DRI) to individuals in a social setting. **Each meal equals one unit**

Persons to be eligible:

- Middlesex County residents sixty (60) years of age and older.
- Spouses of participants, regardless of age;
- Individuals with a disability under the age of 60 who reside at home with eligible older individuals;
- Individuals providing volunteer services during the meal hours;
- Individuals with a disability under the age of 60 who reside in housing facilities occupied primarily by older individuals that have a congregate nutrition site.

Assisted Transportation – A service that provides an escorted linkage to enable them to utilize community facilities and services, such as banks, stores, medical resources, and other necessary

destinations which consumers are unable to access due to mobility barriers. **1 one-way trip (location to location) equals one unit**

Persons to be eligible: Middlesex County residents sixty (60) years of age and older.

SERVICE REQUIREMENTS

Based on the Service Definition Taxonomy from the New Jersey Department of Human Services, Division of Aging Services, the following standards are required to be met and presented at annual program monitoring:

Congregate Nutrition - Menus for Congregate Nutrition shall be certified and documented as complying with the DGA and DRI requirements, food temperature chart, and nutritional assessments. Consumer Needs Assessments shall be completed by the end of the participants fifth visit by staff who have been trained to determine participant eligibility. Reassessments shall be completed annually. The initial assessment/reassessment forms must be signed by the participant.

- A. Provide sufficient staff as outlined in the RFP narrative and budget to ensure seniors obtain the services outlined.
- B. Maintain responsibility for informing the County of any changes or new developments in the service.
- C. Maintain direct responsibility as employer of such staff employed in the provision of the Mental Health activities, for payment of wages and other compensation, reimbursement of expenses and compliance with Federal, State and Local tax withholdings, workmen's compensation and temporary disability, social security, unemployment, general liability insurance and other obligations imposed on the employer of such personnel. Evidence of at least \$1,000,000 comprehensive general liability insurance shall be provided to the County with the County named as an additional insured.
- D. Submit all billings to include: a voucher, as provided by the County of Middlesex, to include the services rendered during the billing period and the signature of the authorized agent of the Subgrantee.

Submit the Middlesex County miscellaneous voucher, within five business (5) days after the previous quarter: April 7, 2025; July 8, 2025; October 7, 2025, and January 9, 2026.

To: Middlesex County Office of Aging & Disabled Services, Fiscal Officer,
75 Bayard Street, New Brunswick, N.J. 08901.

- E. Submit all programmatic records and reports, to include units of service and number of unduplicated clients, to the County Office of Aging & Disabled Services Program Officer by the time specified to ensure compliance with State Department of Human Services, Division of Aging Services requirements.
- F. **NAPIS:** Comply with the programmatic and fiscal NAPIS reporting requirements for all area plan contracted programs. NAPIS reporting compliance is mandated to meet federal and state program and fiscal requirements for all grantees. This includes reporting on: Date of birth, ethnic race and ethnicity, gender and gender identity, and whether a client is in poverty, full address with the zip code (rural is determined by the zip code), lives alone, frail, disabled or vulnerable. Certain services may require information on the

number of ADLs, IADLs and high nutritional risk as well as information on the caregiver themselves. Provider agencies are required to record the above - mentioned data and any or all future data as required by the state.

- G. Provider agencies must use the state approved program designated for all contract data reporting, client tracking, and all care management funded through the area plan contract. Each agency is required to have two users. If a user is no longer active, the provider must immediately notify the county designated administrator. In order to have access to the state approved program, each user is required to sign a confidentiality agreement and attend a one-on-one training at the County office. Additionally, each active user is required to attend the mandatory annual training at the County office.
- H. 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 DoAS rules and policies, and the disclosure is 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 for program monitoring by authorized federal, State or local monitoring agencies.
- I. Each sub-grantee shall have a business continuity plan that will be activated in the event of a disaster/state of emergency. The plan shall address ways in which critical services are maintained for the participant and a description of the methods to be used for communication about service continuation.
- J. Maintain uniform records of clients and services described herein and make such records available to the County during the duration of the contract for any audit purpose.
- K. Agree not to enter into any subcontract for the performance of these contract grant agreement obligations without the expressed written prior consent of the County Office of Aging & Disabled Services.
- L. This agreement will be in effect from January 1, 2025, through December 31, 2025.
- M. This agreement may be amended or extended by agreement of both parties and resolution of the County of Middlesex.
- N. While there are no client fees associated with the program, the grantee must establish policies for acceptance of client contributions for grant services, keep such contributions in a separate account, and be used solely for purposes of this grant. Appropriate procedures to safeguard and account for all contributions must be established. Each older person must be provided with an opportunity to voluntarily contribute to the cost of the service; and the privacy of each older person with respect to his or her contributions must be protected. Older persons shall not be denied service because they will not or cannot contribute to the cost of the service supported with these grant funds. In developing a contribution policy, the subgrantee shall consider the income ranges of older persons residing in the service area and the agency's other sources of income. All contribution policies and client flyers, etc. must be submitted to the County for approval.
- O. Grantee will endeavor to give priority for services to older low income, frail and minority seniors.

- P. The County Office of Aging & Disabled Services shall pay to North Brunswick Senior Center a maximum of the approved funding during the contract period dependent upon the services provided and subject to the availability of sufficient funds from the State and attempt to provide grant service to impoverished minority seniors in at least the same proportion as the population of impoverished minority seniors residing in the grantees area of service.
- Q. In addition to the condition listed under Financial and Performance Reporting, the subgrantee agrees to submit all monthly and quarterly fiscal and programmatic reports which are due to the County by the fifth (5) working day of the month in which they are due. Further, the subgrantee agrees to complete all other reports the County may require them to do and to return these reports by the date specified by the County.
- R. In addition to the conditions listed under Monitoring of Program Performance, the subgrantee agrees to allow the County to monitor the fiscal and programmatic elements of its program one time a grant year.
- S. The sub-grantee shall utilize its AAA's Grievance, Record retention and Client Contribution policies.
- T. The subgrantee agrees to attend the four yearly grantee meetings mandated by the County, at a time and place specified by the County.
- U. The subgrantee agrees to comply with the provisions of the Americans with Disability Act. The subgrantee shall make the programs and services for which the County is contracting available and accessible to those who are disabled, as well as those who are not disabled. The subgrantee upon request by the County will have to provide the methods by which it will comply.

The Grantee agrees to perform the services described in the Program Scope of Services in the manner outlined. The provisions of this contract including all attachments, shall constitute the General terms and Conditions of the contract between the parties involved.

In Witness Thereof, the parties hereto have caused this contract to be signed and attested to by their proper corporate or governing officers and affixed the corporate seal on the day set forth in the contract.

ATTEST:

COUNTY OF MIDDLESEX

Amy Petrocelli, Clerk of the Board

Ronald G. Rios, county Commissioner Director

Approved as to form and legality

Signature
Printed Name: Niki Athanasopoulos, Esq
Title: First Deputy County Counsel
Dated: _____

ATTEST:

Signed by:
Jesmarly Espinal

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Witness

2/18/2025 | 9:48 AM EST

DocuSigned by:
Jessica Prinziwalli

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Agency Official

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