

AGREEMENT

THIS AGREEMENT between the **County of Gloucester**, hereinafter referred to as the "**County**", acting as the grant administrator for the **Governor's Council on Alcoholism and Drug Abuse**, hereinafter referred to as the "**Council**" and on behalf of the **Borough of Clayton** here after referred to as the "**Grantee**" for the participation of "The DHS/Division of Mental Health and Addiction Services (DMHAS) has awarded GCADA's Municipal Alliance Program Youth Leadership grant funding for three years".

The undersigned accepts this agreement and attachments A-G annexed hereto be the Terms and Conditions of Grant participation in "The DHS/Division of Mental Health and Addiction Services (DMHAS) has awarded GCADA's Municipal Alliance Program Youth Leadership grant funding for three years": This Agreement will remain valid for the period **July 1, 2022 to March 14, 2023** contingent upon full compliance will all the Terms and Conditions.

If, through any cause within its control, the Grantee shall fail to fulfill in a timely and professional manner the obligations under this Agreement, or if the Grantee should violate any of its covenants, provisions or stipulations of this Agreement, the county will there have the right to terminate this Agreement by written notice to the Grantee and specifying the effective date thereof, at last thirty (30) days prior to the termination date.

Funds issued by the County to the Grantee under this agreement shall not exceed the amount of **\$4,000.00**.

THIS AGREEMENT is made effective the 1st day of July, 2022.

IN WITNESS WHEREOF, signatory authority is established:

i)for the County pursuant to N.J.S.A. 40A:11-3(a), with the requisite Resolution adopted by the Board of County Commissioners of the County of Gloucester on April 20, 2022 authorizing the Chief Financial Officer to execute and the Qualified Purchasing Agent attest to this instrument; and

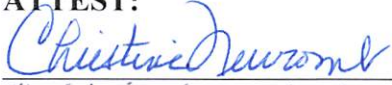
ii)for the Grantee by having caused this instrument to be signed and witnessed by authorized personnel.

ATTEST:



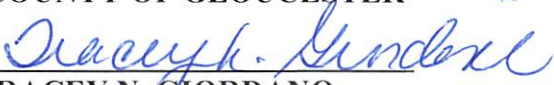
KIMBERLY LARTER,
QUALIFIED PURCHASING AGENT

ATTEST:



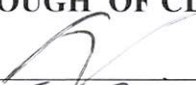
Christine Newcomb, Clerk

COUNTY OF GLOUCESTER



TRACEY N. GIORDANO,
TREASURER/CFO

BOROUGH OF CLAYTON



Name: Tom Bianco
Title: Mayor



DMHAS Youth Leadership Grant Application Instructions

Year One: July 1, 2022 – March 14, 2023

The DHS/Division of Mental Health and Addiction Services (DMHAS) has awarded GCADA's Municipal Alliance Program Youth Leadership grant funding for three years:

- Year One - 7/1/22 - 3/14/23 (3 Quarters)
- Year Two – 7/1/23 – 6/30/24 (4 Quarters)
- Year Three – 7/1/24 – 9/30/25 (5 Quarters)

The county awards will be awarded at the same level of funding for each grant year.

DMHAS Youth Leadership Grant Overview:

- County awards have been determined through use of the GCADA funding formula.
- The total annual DMHAS award is \$1,050,000. GCADA is awarding the full funding to the counties and Municipal Alliances. GCADA is not taking administrative funding from the DMHAS grant.
- **The DMHAS grant funds can be used for new initiatives and new components for existing Municipal Alliance programs.**
- All interventions at the county and municipal level must be developed with one of the following focuses:
 - Youth Leadership Councils/Youth Alliance (may collaborate with existing youth councils)
 - Cannabis education for youth, parents and community
 - Peer Leadership programs
 - Youth Mental Health First Aid
 - Resiliency programs for youth
 - ACES/ trauma-informed education programs for youth and parents
 - Vaping programs
 - Community and other strengths-based youth programs
- No alternative activities or equipment can be funded through the DMHAS Youth Leadership grant funding at the county or municipal level.

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- Limited giveaways can be purchased, i.e. Youth Mental Health First Aid workbooks can be purchased and other program materials but not t-shirts, water bottles and string bags, etc.
- Maximum countywide activity funding is 5% of county award.
- Maximum county coordination is 5% of county award. No Municipal Cash Match or In-Kind Match is required for the DMHAS grant award.
- **Quarterly reporting for both grants will be included within the GCADA quarterly reports.**
- **Application submission deadline for Year One funding is May 16, 2022. Once the application is approved by GCADA, the DMHAS funding grant term for Year One will be 7/1/22 – 3/14/23.**
- The Year One county and municipal applications will be through a separate, paper process. Year Two and Three will be a unified process with the GCADA grant in the Municipal Alliance Grant online System (MAGS).

DMHAS Youth Leadership Grant - County Application for Year One

The following outlines the requirements for the DMHAS Youth Leadership Grant County Application for Year One which covers the grant term of July 1, 2022 – March 14, 2023.

Required Forms

The County Year One application must include the following forms in the order below:

- ☐ Cover Page
- ☐ County Resolution
- ☐ County Municipal Alliance Funding Formula for DMHAS Grant Year One
- ☐ DCA Fiscal Summary for DMHAS Youth Leadership Grant funding only
- ☐ County Budget Summary, if county coordination funding is allocated
- ☐ Countywide Action Plan, if planned through DMHAS Grant funding
- ☐ Municipal Alliance Program Description Summary for DMHAS Youth Leadership Grant funding only

Please note that modified documents will be provided for the DMHAS grant County and Municipal applications.

The County Alliance application and each Municipal Alliance application must be scanned as a PDF and uploaded to the GCADA Dropbox and one hard copy of each application must be

submitted. Paper plans should be mailed to the GCADA PO Box. **The County and Municipal applications are due to GCADA by Monday, May 16, 2022.**

DMHAS Youth Leadership Grant – Municipal Alliance Application for Year One

Municipal Alliances that are actively participating in the FY2023 grant term may be awarded DMHAS Youth Leadership Grant funding. The County Alliance Coordinator will outline the submission due date for the following application documents to the County Alliance office:

DMHAS Youth Leadership Grant – Municipal Application Requirements	
Required Documents	Year One (7/1/22 – 3/14/23)
Form 1A – Funding for Municipal Alliance – No Cash Match or In-Kind Match is required for DMHAS Funding	X
Form 1B – Municipal Resolution	X
Form 1C – Statement of Assurances	X
Form 1D – Fiscal Requirements	X
Form 6 – Alliance Coordination Plan	Form 6 if DMHAS Grant Coordination has been allocated. Max. Coordination is 5% of award.
Form 7 – Alliance Intervention Plan	Existing FY23 Form 7s cannot be augmented or increased. A new, unique Form 7 must be submitted for DMHAS grant funding for new programs and new program components. If applying to fund a new component to an existing FY23 Alliance program, a unique Form 7 is still needed for the new component.
Form 8 – Alliance Budget for DMHAS Funding ONLY	X

INSTRUCTIONS FOR COMPLETION OF FORMS

Form 1A- Strategic Plan for Funding Municipal Alliances – FOR DMHAS GRANT FUNDING ONLY

Must be completed in its entirety and signed by the Mayor. Additional signatures for Council/Committee person are only necessary if required by the municipal government. If the municipality is part of a consortium, the Mayor's signature is required from all participating municipalities entering into the agreement. **Please note that a modified Form 1A will be provided as no cash match or in-kind match is required.**

Form 1B- Sample Municipal Resolution – FOR DMHAS FUNDING ONLY

This is the suggested resolution. A town may submit a different resolution, but the resolution must contain the amount of the DMHAS Youth Leadership Grant award as well as the award period (7/1/22 – 3/14/23). If the municipality is part of a consortium, a resolution is required from all participating municipalities entering into the agreement. **Please note that a modified Form 1B will be provided as no cash match or in-kind match is required.**

Form 1C- Statement of Assurances

No signatures required but signing off on Form 1A acknowledges abiding by these requirements.

Form 1D- Fiscal Requirements

No signatures required but signing off on Form 1A acknowledges abiding by these requirements.

Form 6- Alliance Coordination Plan – FOR DMHAS FUNDING ONLY

This form is only required to be completed by Alliance Coordinators paid through the DMHAS Youth Leadership grant. This includes those receiving a stipend or salary from the line items of personnel/township employee or consultant. **Please note that a modified Form 6 will be provided.**

Form 7 – Alliance Action Plan(s) – FOR DMHAS FUNDING ONLY

A new, unique Form 7 is required to apply for DMHAS Grant funding. Please note that a modified Form 7 will be provided. The DMHAS grant funds can be used for new initiatives and new components for existing Municipal Alliance programs. Older GCADA forms cannot be resubmitted. DMHAS Form 7s must be included in the application.

No Alternative Activities and no equipment of any kind can be funded through DMHAS Grant funding. Only limited giveaways can be purchased, i.e. Youth Mental Health First Aid workbooks can be purchased and other program materials but not t-shirts, water bottles and string bags, etc.

All interventions must address one of the following areas of concern:

- Youth Leadership Councils/Youth Alliance (may collaborate with existing youth councils)
- Cannabis education for youth, parents and community
- Peer Leadership programs
- Youth Mental Health First Aid
- Resiliency programs for youth
- ACES/ trauma-informed education programs for youth and parents
- Vaping programs
- Community and other strengths-based youth programs

Form 8- Alliance Budget

- Each DMHAS funded intervention (Form 7) must be listed on this form. If there is an Alliance Coordinator paid through the DMHAS funding then the top line listed "Alliance Coordination" will need to match the information listed on Form 6 in the "Coordination Budget and Expenses" box. For Alliance Coordinators who are not paid through DMHAS Funding, the "Alliance Coordination" line will be left blank. **Please note that a modified Form 8 will be provided**

ATTACHMENT A

PROGRAMATIC REQUIREMENTS

Alliance Programs under the control of the Grantee, which make use of funds, issued by this Agreement will adhere to the scope and purpose of the Governor's Council on Alcoholism and Drug Abuse as outlined in N.J.S.A. 26:2BB-1 et seq. and N.J.A.C. 17:40-1 et seq.

Further, the Grantee accepts responsibility of ensuring that programs adhere to those originally outlined by the Grantee in the approved FY2023 County Alliance Plan. Variations from the County Alliance Plan with respect to programmatic content, without approval will make liable the termination of this Agreement.

Changes in programmatic content must be received by the Council in writing and receive authorization from the State Alliance Coordinator or designee prior to initiation. In addition, the County will ensure that any Municipality receiving funds as a Grantee derived from this Agreement must:

- demonstrate coordination with the County Office on Alcoholism and Drug Abuse; and identify and impact some aspect of the biopsychosocial model; and
- incorporate broad based, community efforts; and
- illustrate a broad base of service as determined by local needs; and
- be used for school or community-based prevention, efforts, early intervention services and/or education, support for outreach efforts; and
- be clearly denoted as an alcohol and drug prevention, education and/or education and/or public drug and alcohol awareness activity; and
- deliver a consistent "no use" message to those under legal age limits or other legal provisions indicated by the laws of the State of New Jersey.

PROGRAMMATIC REPORTING

Programmatic reports will include all relevant data on the progress of and adherence to the County Alliance Plan by the Grantee. The format that **must** be used by the Grantee in this reporting will be issued by the County or State Alliance Coordinator. Grantee monitoring is to be a staff function of the County. The focus of this monitoring will be the Grantee fidelity to the County Alliance Plan with regards to both Fiscal and Programmatic areas.

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Programmatic reports shall be forwarded in a timely fashion and must be accompanied by the fiscal report to the County. The Grantee shall have the option to report on a quarterly basis. Once the reporting basis is selected, the Grantee will be required to submit both the programmatic and fiscal reports in the same manner. The final report will be a year long summary of financial activities. Payments may be withheld pending receipt/approval of fiscal program reports.

ATTACHMENT B

FISCAL REQUIREMENTS

The Grantee shall save and hold harmless the State of New Jersey, Council and the County of Gloucester, its officers, agent representatives, successors, and assigns and from any and all suits, or action of every nature and kind which may be brought for or on account of any injury, death, or damage arising or growing out of the acts of omission of the Grantee, their officers, or employees under this agreement.

The Grantee, by signing this Letter of Agreement, accepts Fiscal responsibility that all funds issued by this document are used within the scope and context of N.J.S.A. 26:2BB-1 et seq., N.J.A.C. 17:40-1 et seq., and the approved County Alliance Plan by all subsequent Grantees.

The County is required to ensure that all Grantees maintain expense and cash status information. The Grantee agrees that all funds awarded through this Agreement should be expended during the agreement period. Moneys carried forward must have the written authorization of the Executive Director of the Council. The Grantee may incur costs only during the term of the Agreement. Funds obligated, but not disbursed as of the termination or expiration of this Agreement shall be paid within ninety (90) days following the termination or expiration of this agreement. The Grantee realizes that all Council funding is contingent upon approval of the County Alliance Plan and all required periodic reports. Further, the Grantee realizes that continued program involvement by the State of New Jersey and the Council will be contingent on the availability of funds for the period of this agreement as outlined in N.J.A.C. 17:40-1 et seq.

BUDGET CHANGES

Prior approval is required from the State Alliance Coordinator where cumulative transfers among direct cost categories, or if applicable, among separately budgeted programs, projects, functions or activities. Approved Municipal Alliance Budget. Prior approval is also required for any item or cost not approved in the original the DHS/Division of Mental Health and Addiction Services (DMHAS) has awarded GCADA's Municipal Alliance Program Youth Leadership grant funding for three years":

AUDIT REQUIREMENTS

Audit and Cost Principles

Grantee is responsible for obtaining audits in accordance with the N.J. Single Audit Policy as established by the N.J. Department of Treasury in OMB Circular Letter 87-11, unless specifically excluded by the following:

- Hospitals subject to OME Circular A-110
- Colleges and universities that are part of a state entity

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- Grantee(s) receiving less than \$25,000.00 of assistance in a fiscal year
- Exclusion from the Single Audit Policy will not relieve the Grantee of its audit responsibility. The organization will remain subject to audit requirements of the applicable OMB Circular Letter.

Grantee remains subject to examination by the County or the Council. The applicable audit policy for the application of audit standards for specific recipients is as follows:

Governmental Recipients:

U.S. Office of Management and Budget Circular A-128 and amendments.

Other Recipients:

Comply in principle with the requirements of OMB Circular A-128, although this document is not specific towards non-governmental agencies. The Grantee is required to forward a copy of the annual audit to the Council within 180 days of the close of the entity's fiscal year. For Grantee receiving funds the following Federal principles for determining allowable costs have been adopted by the Council.

- | | |
|------------------------------------|--------------------|
| A) Local Governments | OMB Circular A-87 |
| B) Educational Institutions | OMB Circular A-21 |
| C) Private nonprofit organizations | OMB Circular A-122 |

other than:

1. institutions of higher education
2. hospitals
3. organizations named in OMB A-122 as not subject to that circular

- D) For-profit organizations

other than;

1. hospitals
2. organizations named in OMB A-122 as not subject to that circular.

GRANTS

The cost principles applicable to a Grantee under a grant to the County will not necessarily be the same as those applicable to the County. For example, where the County awards a grant to a private non-profit organization, OMB Circular 122 would apply to the costs incurred by the non-profit organization, even though OMB Circular A-87 would apply to the county.

FINANCIAL STATUS REPORTING

Funds will be issued under this Agreement on a cost reimbursement basis. The method of disbursement will be by Gloucester County Purchase Order. The requirements for the issuance of funds will be the timely submission of the required report of grant expenditures with proper documentation.

This Report will include all relevant data on the progress of, and adherence to the County Alliance Plan by Grantee. The Format that **must** be used by the Grantee in this reporting will be issued to the County by the Council Fiscal Officer. All expenditure reports shall be forwarded no later than **15 days** after the close of the reporting period due. Quarterly reports are due in the County office no later than the following: (1st quarter) October 15th 2022, (2nd quarter) January 15th 2023, and (3rd quarter) April 15, 2023 for the first year of the grant only will be 3 quarters.

REPORT OF GRANT EXPENDITURES

Specific instructions are provided to describe the manner in which the report is to be completed. The purpose of this report is to compare actual expenditures with the pre-approved budget.

- A. Final reports shall be due forty-five days after the expiration or termination of the LOA.
- B. Failure to provide the required reports in the prescribed time frame constitutes grounds for withholding future payments. All expenditure reports must be signed by the Grantee financial officer, or by a designated individual in the organization for which authorization has been forwarded to the County. Failure to submit reports when due will constitute grounds for non-compliance with award terms and conditions.
- C. The Expenditure report shall include:
 - cost summary of all expenses incurred by the Grantee during the reporting period; and
 - a cost summary of grant and matching funds incurred by the Grantee; and
 - all other pertinent fiscal information as may be required by the Council.

The financial status report and the programmatic report will be reviewed to determine the reason and qualitative use of funds, as outlined in the approved County Alliance Plan.

ATTACHMENT C

OTHER COMPLIANCE REQUIREMENTS

The Grantee will ensure that funds dispersed through this Agreement are not used for partisan political activity, or similar activity by any person or organization making use of these programs and/or funds. The Grantee will ensure that all subsequent subcontractor(s) adhere to the following statement:

"No person shall, on the grounds of race, color, national origin, age, sex, religion or handicap be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by State of New Jersey funds. "

The Grantee will and ensure all subsequent subcontractor(s):

- Adheres to all federal and state guidelines for a drug free workplace.
- Participate and cooperate with the County and Council for scheduled site visits.
- Will clearly state, when issuing statements, press releases, request for proposals, bid solicitations, and other documents describing projects or programs funded through the Alliance in whole or part"
- The percentage of the total costs of the program which will be financed with the DHS/Division of Mental Health and Addiction Services (DMHAS) has awarded GCADA's Municipal Alliance Program Youth Leadership grant funding for three years:
- DMHAS funds;
 - the dollar amount of DMHAS funds for the project or program; and
 - the percentage and dollar amount of the total cost of the project or program that will be financed by non-governmental sources.

ATTACHMENT D

P.L. 1975, C.127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or sub-contractor, where applicable, will not discriminate against any employee or applicant for employment marital status, sex or handicap. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex handicap or affectional or sexual orientation. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation: selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, handicap or affectional or sexual orientation.

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

The contractor or sub-contractor 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. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by 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.

The contractor or sub-contractor 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, sex, handicap, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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The contractor or sub-contractor 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 decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or sub-contractor 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, sex, handicap, or affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

ATTACHMENT E

GENERAL CONDITIONS OF FUNDING

Any materials developed for distribution, publication or advertisement using Drug Education Demand Reduction funds shall contain a statement acknowledging the Governor's Council on Alcoholism and Drug Abuse as the source. All such materials, wherever possible, shall have affixed or imprinted the official GCADA Logo.

ALLOWABLE COSTS WITH PRIOR WRITTEN APPROVAL

USE OF OUT OF AREA SERVICES – when considering sources for programatic expenditure, services within the municipality are to be used first, services within the county second, and services within the state third. All attempts are to be made to use the most local resources. Out of county or state resources are unacceptable without written exception from the Governor's Council on Alcoholism and Drug Abuse. Resources for training are expected to be found in the Municipality or in the County of Contract origination. In the event these resources are unavailable in the Municipality or County then neighboring counties could be used if approved by the State Alliance Staff. Out of state resources will not be approved for Alliance expenditure.

EQUIPMENT – is an article of tangible personal property that has a useful life of more than two years and an acquisition cost of \$500.00 or more. Purchases are to be made for the sole purpose of the support and performance of programmatic activities.

ATTACHMENT F

REPORTING OF GRANT ACTIVITY

(DEFINITIONS)

Reporting Agency and Address – Enter the name of the county and complete mailing address including zip code.

- A. Reporting Period – Enter the month, day and year of the beginning and ending dates for which, this report is prepared.
- B. Budget Period – Refer to the Agreement or latest Modification for this information. The budget period is the period of time for which a project is funded.
- C. Report Number – Reports should be numbered consecutively within the budget period.
- D. Revision of Report Number – Complete this section only if a revised report of grant activity is being submitted.
- E. Final Report – Indicate on this line if the final report of grant activity is being submitted. Final reports are due no later than sixty (60) days after the completion of the budget period.
- F. Name of Participating Municipality – Enter the name of the city, township or other organization that has been awarded funding. Where there is a consortium of two or more municipalities indicate the name of the local Agency who will be responsible for the accounting of funding.
- G. Amount Awarded – The amount awarded to each municipality as reflected in the approved county plan.
- H. Funding Disbursed – Is that amount of alliance funding (DEDR) paid to each participating approved municipality. Cash disbursements made can include advance payment, regular installment and/or the reimbursement of expenditures.
- I. Period Expenditures – Enter the total expenditures which relates to the reporting period. This category reflects the expenditure of Alliance Funds (DEDR), Cash Matching Funds and In-Kind match required. Expenditures are defined as the allowable costs associated with approved alliance services provided.
- J. Cumulative Expenditures – Enter the cumulative expenditures from the beginning of the budget period to the end of the reporting period. These figures should be computed by adding the current reporting period expenditures to the prior cumulative expenditures.
- K. Certification – Complete the certification before submitting the report. An unsigned report is unacceptable and will be returned for signature before any future funding will be authorized.

ATTACHMENT G

INDEMNIFICATION

The Grantee does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgements arising from or growing out of any injuries, loss or damage sustained by any person or corporations, including employees of the Grantee and property of the Grantee under this Agreement.

INSURANCE

The Grantee shall maintain general liability, automobile liability, and Workers Insurance in amounts of coverage satisfactory to the County and which shall be in compliance with any applicable requirements of the State of New Jersey. Grantee shall deliver certifications of said insurance to County.