Kevin Crimmons, Project Director  
Hudson County Transportation Services  
595 County Avenue, Building 1  
Secaucus, NJ 07094

Re: 2015 Area Agency on Aging/Aging and Disabilities Resource Connection (AAA/ADRC)  
Notice of Initial Allocation

Dear Mr. Crimmons:

The Hudson County Board of Chosen Freeholders has approved the following 2015 Initial allocation for Hudson County Transportation Services through the Hudson County Area Agency on Aging/Aging and Disability Resource Connection (AAA/ADRC). The 2015 Initial allocation is as follows:

<table>
<thead>
<tr>
<th>Project #</th>
<th>Service</th>
<th>Funding Source</th>
<th>Initial Allocation</th>
<th>Projected Total Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>401</td>
<td>Transportation</td>
<td>III-B</td>
<td>$106,906.00</td>
<td>$213,812.00</td>
</tr>
<tr>
<td>401</td>
<td>Transportation</td>
<td>Match-B</td>
<td>$16,310.00</td>
<td>$32,620.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$123,216.00</strong></td>
<td><strong>$246,432.00</strong></td>
</tr>
</tbody>
</table>

Please complete and submit three (3) originally signed Contract packages to the Hudson County Office on Aging by January 9th, 2015. Please be certain to include the 25% match requirement within the contract and to budget your program accordingly based upon the allocation represented above.

Should you have any questions or need additional information, please do not hesitate to contact me at 201.369.4313 or by email at bpoffel@hcnj.us.

Thank you,

Brian Poffel  
Executive Director
Mr. Kevin Crimmins  
County of Hudson  
Hudson County Department of Roads & Public Property  
595 County Avenue, Bldg 1  
Secaucus, NJ 07094  

Dear Mr. Crimmins:

Enclosed are two sets of contracts that are being negotiated between the NJ Department of Military & Veterans Affairs and Hudson County, Hudson County Department of Roads and Public Property to provide transportation to veterans for medical purposes or appointments at the VA regional offices. The term of the contract is one year, 1 July 2015 to 30 June 2016 with a limit of $15,000. The enclosed documents include:

A. Standard Provider Agreement  
B. Transportation Grant - Annex A  
C. Annex B-2: Contract Rate Information Form

Please complete the required information, sign and return all copies to me no later than June 15, 2008. If you have any questions, call me at (609) 530-6949.

Sincerely,

Patricia Richter  
Chief  
Veterans Benefits Bureau
AGENCY INFORMATION

Name of Agency: Hudson County, Hudson County Department of Roads and Public Property
Street Address: 595 County Ave. City: Secaucus
County: Hudson ZIP: 07094
Agency Executive Director/CEO: Thomas A. DeGise, County Executive
Project Title: Transcend Veterans
Program Administrator (if known): Kevin Crimmins

PROJECT INFORMATION

Number of trips to be provided @ 100% reimbursement of contract: 1,000
Minimum number of trips to be provided @ 90% of contract 900 (Reimbursement will be reduced if at least 90% of the rides are not provided. Counties will be notified after this Department's Mid-Year review in February.)

FUNDING INFORMATION

Total State Funds Requested: $15,000
Total Agency Funds/In-Kind Match: $
Total Operating Budget (Sum of State Funds Requested and Agency Funds/In-Kind Match):
$15,000

SIGNATURE OF AGENCY EXECUTIVE DIRECTOR/CEO

Laurie Cotter, Deputy County Administrator

DATE
3-31-15

New Jersey Department of Military and Veterans Affairs
Transportation Annex A

Agency Background
Attach additional sheets if needed.

1. Provide a brief narrative summary describing existing programs operated by your agency.

The Office of Senior Citizen and Disabled Resident Transportation Assistance provides transportation for seniors, disabled residents and Veterans residing in Hudson County. This program provides for demand response and subscription trips for medical, employment, nutritional, shopping, recreational and educational needs for eligible persons. The service is primarily to locations within the County but does provide limited service to out of County destinations. Some of those destinations are Beth Israel, Clara Maas, St Michael’s and University Hospital, all in Essex County. We also provide transportation to the Veterans Administration Hospital in East Orange and Veterans Regional Offices in Newark three times a week.
1. List below the existing problem(s) or need(s) citing specific information or resources which document the reason for your transportation program. Provide demographic information. Report how you assessed need and what other programs or services exist in your geographic area. No rationale about the general benefits of the transportation program is necessary.

Hudson County is an urban area with one of the largest senior and disabled populations in New Jersey. In the last two years we have experienced a reduction of public transportation services, discontinued bus lines, within the County. Transcend, the County’s para-transit system, is challenged to accommodate all request for services because of reduced or insufficient funding. All funding sources are being explored to address the transportation needs of the County.

2. Please describe in detail the type of transportation services that will be provided to eligible clients.

Service will be provided on mini buses that accommodate a minimum of eight ambulatory and two wheelchair consumers. All Transcend drivers have a CDL-B license with a passenger endorsement. All drivers are required to receive Defensive Driver Training every two years and Passenger Assistance Training every three years. Veterans are transported upon request to facilities within Hudson County on a daily basis. Trips to the Veterans Hospital in East Orange are scheduled for Tuesday, Wednesday and Thursday of each week. Requests for service can be made by calling 201-369-4320 Monday through Friday 9:00AM to 3:00PM with a 72 hour notice.
1. Please describe in narrative the method to be used for identifying clients.

   All clients making application for service will be pre-screened through the Veterans Service Office, 115 Christopher Columbus Dr. Jersey City, NJ or have then submit a copy of their DD-214 for review.

Please translate the above narrative into measurable objectives, strategies, and time frames.

<table>
<thead>
<tr>
<th>OBJECTIVES</th>
<th>STRATEGIES</th>
<th>TIME FRAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. To provide transportation to Veterans for medical appointments at their doctor’s offices and clinics.</td>
<td>Work with Veterans services offices to screen applicants for eligibility.</td>
<td>7-1-2015 to 6-30-2016</td>
</tr>
<tr>
<td>2. Continue to provide service on Tues. Wed. Thurs., to the VA Hospital in East Orange for all Hudson County Veterans.</td>
<td>Coordinate a schedule to accommodate the appointment times of those veterans seeking transportation for medical appts.</td>
<td>7-1-2015 to 6-30-2016</td>
</tr>
</tbody>
</table>
Attach additional sheets if needed.

1. Please describe in narrative the method to be used in providing transportation services to eligible clients.

   Transcend provides non-emergency curb to curb transportation service, to eligible consumers, with passenger assistance by the driver if needed. The driver is not permitted to go into the home. Service is provided on a first come first serve basis. Scheduling is done through a central dispatch office. The telephone number is 201-369-4320. Reservation for trip are taken Monday through Friday from 8AM to 4PM. Regular service hours are 8AM through 7PM Monday through Saturday.

Please translate the above narrative into measurable objectives, strategies, and time frames.

<table>
<thead>
<tr>
<th>OBJECTIVES</th>
<th>STRATEGIES</th>
<th>TIME FRAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>For the contract year provide 1000 trips to eligible veterans getting them to their appointments on time.</td>
<td>Through a cooperative effort with the local and state veterans Offices, coordinate transportation requests from eligible veterans.</td>
<td>7-1-2015 to 6-30-2016</td>
</tr>
</tbody>
</table>
1. Please describe in narrative the method by which the program will be internally evaluated (i.e. measurement of Program Goals, consumer surveys, etc.).

The following metrics will be used to evaluate the program:

- **Manifests** are monitored on a daily basis for the number of trips, number of clients, number of cancellations and no shows.

- We have a Citizens Advisory Committee consisting of 15 members, who are users of the service, that meet six times per year to discuss areas that need improvement and to ensure the program is delivering the necessary services.

- Performance monitoring is done daily. Complaints are followed up on by the Coordinator or Assistant Coordinator with the individual who made a complaint. Service reports are submitted monthly to NJ Transit. On monthly basis service reports for the veterans transported are submitted to the Department of Veterans & Military Affairs monthly.

- Quality of service is determined by consumer feedback.

Please translate the above narrative into measurable objectives, strategies, and time frames.

<table>
<thead>
<tr>
<th>OBJECTIVES</th>
<th>STRATEGIES</th>
<th>TIME FRAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monitoring of Program for effectiveness.</td>
<td>Determine through our monthly reporting, the number of persons being served and if it is being done timely.</td>
<td>7-1-2015 to 6-30-2016</td>
</tr>
<tr>
<td>Encourage consumer feedback</td>
<td>Encourage feedback through the Citizens advisory Committee, yearly consumer survey, personal interaction with consumers via telephone, and monitoring any complaints or praises of the service being provided.</td>
<td>7-1-2015 to 6-30-2016</td>
</tr>
</tbody>
</table>
I, Thomas A. DeGise, as the Executive Director/CEO of Hudson County assures that the Transportation Service will meet the following program requirements:

I. LEVEL OF SERVICE
   A. The agency must submit, along with the Monthly Program Report, appropriate documentation which provides information relative to the services delivered. This information must include a detailed log report of the individuals served, scheduled trip dates, origin, destination, and trip calculation (number of one-way trips).
   B. Clients in need of transportation will be on a first come, first serve basis.

II. PROGRAM GOALS
   A. Program Goal #1
      1. Method for Identifying Client – Clients shall be eligible for transportation service if all of the following conditions are met:
         a. Client must be a veteran having served a minimum of 90 days of active military service other than for training in the armed forces of the United States and having received a discharge other than dishonorable; or if the active military service was less than 90 days, client must have received a medical discharge;
         b. Veteran’s status is determined by review of the DD 214 form or by contacting the Department’s Veterans Service District Offices.
         c. Any individual serving as an aide to the veteran.

   2. Ineligible Services
         a. In-county services for the elderly and handicapped population will not be supported through this program. It is the responsibility of the County’s Special Transportation for the elderly and handicapped to provide this service.
            Exception: Counties that have VA Hospitals/Clinics located within their county, will be reimbursed for trips made to those facilities.

   3. Transportation will be provided for the following services:
         a. VA facilities, i.e., hospitals, outpatient clinics, regional offices; to include State VSO Offices.
         b. Other medical services (e.g., hospital, clinics, private doctors);
         c. Exclusions: community services; employment/job training; pharmacies and all other facilities and services not listed in a & b above.
B. Program Goal #2

It is expected that most of the scheduled trips will be provided beyond county, and in some instances, state lines (e.g. VA Hospital, Regional Offices).

C. Program Goal #3

The agency will conduct two consumer surveys to measure client satisfaction with the service, noting strengths and weaknesses. This survey shall take place at six months and twelve months after the beginning of the contract. A report detailing the results of these surveys will be sent to the Division of Veterans Services within one month of the conclusion of each survey.

III. MONITORING BY THE DIVISION OF VETERANS SERVICES

The agency will provide that appropriate staff be available when staff from the Department of Military and Veterans Affairs conducts site visits to monitor contract compliance.

IV. REPORTING

A. Program Evaluation – See Section II, C Program Goals #3.

B. Monthly Expenditure Reports – shall be submitted by the 15th of each month for prior month activities. A State of New Jersey Payment Voucher (Vendor Invoice) shall also be submitted for approval by the Department of Military and Veterans Affairs.

C. Monthly Program Reports – shall be submitted by the 15th of each month for the prior month's activities.

Payment Vouchers, Expenditure Reports, Contracts, Correspondence and questions related to the content or amount of the award should be addressed to:

Patricia Richter
Department of Military and Veterans Affairs (DVP)
Eggert Crossing Road, PO Box 340
Trenton, NJ 08625-0340
(609) 530-6949/7052
Patty.Richter@njdmava.state.nj.us
NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS' AFFAIRS

PROVIDER AGREEMENT

Effective Date: July 1, 2015
Expiration Date: June 30, 2016
Contract Number: VL13T29

Grant Amount: $15,000

The terms of this Contract have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the contract as set forth in the following agreement.

To be completed by Provider

[Signature] 3-31-15

Laurie Cotter  Deputy County Administrator
(Type/Print Name) (Title)
Hudson County
(Provider Agency)

To be completed by State Agency

[Signature] (Date)

[Type/Print Name] (Title)
(State Agency)

I attest that sufficient funds have been appropriated by State Legislature to cover the current state fiscal year portion of the contract.

State Agency Fiscal Officer  (Date)
STATE OF NEW JERSEY DEPARTMENT OF MILITARY & VETERANS AFFAIRS
ANNEX B – 2: CONTRACT RATE INFORMATION SUMMARY

PROVIDER Hudson County – Hudson County Department of Roads & Public Property  DATE July 1, 2015

CONTRACT # VL13T29  THIS ANNEX B-2 SUPERSEDES THE ANNEX B-2

FEDERAL I.D. # 226002443-45  DATED: ________________

SECTION I: RATES

<table>
<thead>
<tr>
<th>PROGRAM/SERVICE</th>
<th>UNIT OF SERVICE</th>
<th>SERVICE UNIT*</th>
<th>TYPE OF RATE</th>
<th>FROM</th>
<th>TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Veterans Transportation</td>
<td>One-way trips</td>
<td>See Note* Non-Cost related</td>
<td>Installment Payment</td>
<td>7/1/15</td>
<td>6/30/16</td>
</tr>
</tbody>
</table>

Note*
Level of service at 100% 1,000 one way passenger trips shall be provided during the contract term and at least a minimum of 900 (90%) one way trips. Provider will be paid in twelve monthly installments of $1,250.00.

Reimbursement will be reduced if we project that at least 90% of the rides will not be provided. Counties will be notified after our Mid-Year review in February, if their contracts will be reduced.

THESE RATES ARE SUBJECT TO THE CONDITIONS IN SECTION II AND III

SECTION II: CONTRACT STIPULATIONS

A. The service capacity of the Provider Agency is ____ for the term of this contract. (Check here if not applicable: X.)

B. The Provider Agency shall submit to the Department a ( ) monthly, ( ) quarterly, ( ) semi-annual, ( ) annual report certifying to the actual program expenditures consistent with the Provider’s approved budget set forth in the Contract Budget. This report is due ____ days after the end of the reporting period. (Check here if periodic expenditure reporting is not applicable: (X.)

C. The Provider Agency shall submit to the Department a (X) monthly, ( ) quarterly, ( ) semi-annual, ( ) annual report certifying to the actual unit of service delivered during the reporting period. This report is due ___ days after the end of the reporting period.

(Check here if periodic level as service reporting is not applicable: ____)

D. Other:
STATE OF NEW JERSEY DEPARTMENT OF MILITARY & VETERANS AFFAIRS
ANNEX B – 2: CONTRACT RATE INFORMATION SUMMARY

PROVIDER  Hudson County—Hudson County Department of Roads & Public Property  DATE:  July 1, 2015

CONTRACT #  VLI13T29

SECTION III: GENERAL

A. Limitations: Use of the rate(s) contained in this Annex is subject to any statutory or administrative limitations. Acceptance of the rate(s) agreed to herein is predicated on the condition that no information furnished by the Provider Agency and used in the establishment of the rate(s) is subsequently found to be materially incomplete or inaccurate. In addition, if the rate(s) agreed to herein was/were calculated based on costs contained in the Contract Budget (Annex B), acceptance of the rate(s) is predicated on the conditions that: 1) no costs other than the Provider Agency costs were included in the Annex B as finally accepted; 2) all costs reflected in the Contract’s Reimbursable Ceiling are allowable under the governing cost principles; 3) similar types of costs were accorded consistent accounting treatment.

B. Types of Rates:
   1. Provisional: A provisional rate is a temporary or interim rate and is subject to adjustment on the basis of a final rate calculated when the actual costs are reported.
   2. Fixed: A fixed rate is a permanent rate, not subject to adjustment, which is agreed to for a specified future period, usually a year.

C. Notification of State Agencies: Copies of this document may be furnished to other state agencies as a means of notifying them of the information it contains.

D. Contract Amount: $15,000

SECTION IV: SIGNATURES

BY THE PROVIDER AGENCY

Signature

Laurie Cotter,
Name
Deputy County Administrator
Title

Date

BY THE DIVISION

Signature

Name

Title

Date
CONTRACT effective as of the date recorded on the signature page between the signatory State Agency and the Provider Agency identified on the signature page.

WHEREAS the New Jersey Department of Military and Veterans' Affairs (the "State Agency") has been designated under the authority of N.J.S.A. 38A:3-2 et-seq., to administer or supervise the administration of veteran service programs and has, in turn, designated the State Agency to be directly responsible for the funding, implementation and administration of certain of such veteran service programs, including the program(s) covered by this Contract; and,

WHEREAS the State Agency desires that the Provider Agency provide services and the Provider Agency has agreed to provide services in accordance with the terms and conditions contained in this Contract;

THEREFORE the State Agency and the Provider Agency agree as follows:

1. DEFINITIONS

For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:

Annex(es) means the attachment(s) to this document containing programmatic and financial information.

Contract means this document, the Annex(es), any additional appendices or attachments (including and approved assignments, subcontract or modifications) and all supporting documents. The Contract constitutes the entire agreement between the parties.

Notice means an official written communication between the State Agency and the Provider Agency. All Notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the persons and addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

Termination means an official cessation of this Contract, resulting either from routine expiration or from action taken by the State Agency or the provider Agency, in accordance with the provisions contained in this Contract, to nullify the Contract prior to term.

2. BASIC OBLIGATIONS OF THE STATE AGENCY

2.01 Payment. As established in the Annex(es), payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the State Agency in accordance with the time frames specified in the Annex(es). Total payments shall not exceed the maximum Contract amount, if any, specified in the Annex(es). All payments authorized by the State Agency under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.06 Audit or on the basis of any State Agency monitoring or evaluation of the Contract.
2.02 **Referenced Materials.** Upon written request of the Provider Agency, the State Agency shall make available to the Provider Agency copies of federal and State regulations and other material specifically referenced in this document.

3. **BASIC OBLIGATIONS OF THE PROVIDER AGENCY**

3.01 **Contract Services.** The Provider Agency shall provide services to eligible persons in accordance with all specifications contained in this Contract.

3.02 **Reporting.** The Provider Agency shall submit to the State Agency programmatic and financial reports on forms provided by the State Agency. The reporting frequency and due date(s) are specified and sample forms to be used are included in the Annex(es).

3.03 **Compliance with Laws.** The Provider Agency agrees in the performance of this Contract to comply with all applicable federal, state and local laws, rules and regulations (collectively “laws”), including but not limited to the following: state and local laws relating to licensure; federal and state laws relating to safeguarding of client information; the federal Civil Rights Act of 1964 (as amended); P.L. 1975, Chapter 127, of the state of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive orders pertaining to affirmative action and nondiscrimination in public contracts; the federal Equal Employment Opportunity Act; Section 504 of the federal Rehabilitation Act of 1973 pertaining to nondiscrimination on the basis of handicap, and regulations thereunder. Failure to comply with the laws, rules and regulation referenced above shall be grounds to terminate this Contract.

If any provisions of this Contract shall conflict with any federal or state law(s) or shall have the effect of causing the State to be ineligible for federal financial participation in payment for Contract services, the specific Contract provision shall be considered amended or nullified to conform to such law(s). All other Contract provisions shall remain unchanged and shall continue in full force and effect.

3.04 **State Agency Policies and Procedures.** In the administration of this Contract, the Provider Agency shall comply with all applicable policies and procedures issued by the State Agency including, but not limited to the policies and procedures contained in the Department’s **Contract Reimbursement Manual** (as from time to time amended) and the Department’s Contract Policy and Information Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to terminate this contract.

3.04 A. **Equipment Policies and Procedures.** Title to all equipment purchased in whole or in part under a contract is held by the Provider Agency. The State, however, maintains an equitable interest in all such equipment. The Provider Agency shall maintain adequate insurance coverage to protect against losses and adequate maintenance procedures to keep the equipment in good condition. The Provider Agency shall be responsible for reimbursing the State for damage to equipment which exceeds normal wear and tear. When the equipment no longer becomes useful to the Provider Agency, and the State Agency has an interest in the equipment and has further need of the equipment, the Provider Agency will offer the equipment back to the State Agency. In cases where the State Agency has no further need of the equipment, selling procedures must be established which would provide for competition and result in the highest possible return. Ten percent of the total proceeds may be retained by the Provider Agency for selling and handling expenses. The Provider Agency shall comply with additional equipment policies under **Section 3.04 State Agency Policies and Procedures.**

3.05 **Financial Management System.** The Provider Agency’s financial management system shall provide for the following:
A) accurate, current and complete disclosure of the financial results of this Contract and any other contract, grant, program or other activity administered by the Provider Agency;

B) Records adequately identifying the source and application of all Provider Agency funds and all funds administered by the Provider Agency. These records shall contain information pertaining to all contract and grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income;

C) Effective internal and accounting controls over all funds, property and other assets. The Provider Agency shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;

D) comparison of actual outlays with budgeted amounts for this Contract and any other contract, grant, program or other activity administered by the Provider Agency;

E) accounting records supported by source documentation;

F) procedures to minimize elapsed time between any advance payment issued and the disbursement of such advance funds by the Provider Agency;

G) procedures consistent with the provisions of any applicable State Agency policies and procedures for determining the reasonableness, allowability and allocability of the costs under this Contract.

3.06 Audit. At any time during the Contract term, the Provider Agency’s overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the Provider Agency under Section 5.02 Assignment and Subcontracts may be subject to audit by the State Agency, by any other appropriate unit or agency of the State or federal government, and/or by a private firm or firms retained or approved by the State Agency for such purpose.

Whether or not such audits are conducted during the Contract term, a final financial and compliance audit of Contract operations, including the relevant operations of any assignees or subcontractors, may be conducted after contract termination. The Provider Agency is subject to audit up to four years after termination of the contract. If any audit has been begun but not completed or resolved before the end of the four year period, the Provider Agency continues to be subject to such audit until it is completed and resolved.

The State Agency may require submission of the Provider Agency’s annual organization-wide audit.

Audits shall be conducted in accordance with generally accepted auditing standards as specified in the Statement on Auditing Standards issued by the American Institute of Certified Public Accountants and Standards for Audit of Governmental Organizations, Programs Activities and Functions issued by the Comptroller General of the United States.

4. Termination

4.01 Termination by Provider Agency. The Provider Agency may terminate this Contract upon 60 calendar days advance notice to the State Agency. If the contract is terminated under this section, the Provider Agency shall settle all accounts with the State Agency in the manner specified by the State Agency and shall be subject to a final audit under Section 3.06 Audit.
4.02 *Termination for Cause.* If the Provider Agency is not or has not been in compliance with the provision(s) of this contract, the State Agency may, by notice, place the Provider Agency in default of the contract and, in accordance with State Agency policies and procedures, may reduce contract funding or terminate the contract.

4.03 *Reduction or Termination Due to Fiscal Constraints.* Anything to the contrary in this contract notwithstanding, the parties recognize and agree that the State Agency’s ability to honor the terms and conditions of this contract is contingent upon receipt of federal funds and/or appropriations of the state Legislature. If during the term of this contract, therefore, the federal and/or the state government reduces its allocation to the State Agency, the State Agency reserves the right, upon notice to the Provider Agency, to reduce or terminate the contract.

5. **Miscellaneous**

5.01 *Application of New Jersey Law.* This contract shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey including the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.)

5.02 *Assignment and Subcontracts.* No rights or obligations of the Provider Agency under this contract may be assigned or subcontracted without the prior approval of the State Agency. All approved assignments and subcontracts shall become part of this contract, and the Provider Agency shall bear full responsibility, without recourse to the State (including the State Agency), for their performance. The Provider Agency shall forward copies of all assignment and subcontract documents to the State Agency and shall retain copies of them on file together with the contract.

5.03 *Client Fees.* Other than as provided for in the Annex(es), the Provider Agency shall impose no fees or charges of any kind upon recipients of contract services.

5.04 *Insurance.* The Provider Agency shall maintain adequate insurance coverage. The State shall be included as an additional named insured on any insurance policy applicable to this contract. Should the Provider Agency fail to pay any premium on any insurance policy when due, the State Agency may pay the premium and, upon notice to the Provider Agency, reduce payment to the Provider Agency by the amount of the premium payment.

5.05 *Indemnification.* The Provider Agency shall defend, indemnify and otherwise save harmless the state of New Jersey, 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 Provider Agency or its agents, employees, servants, subcontractors, material suppliers or others working for the Provider Agency, irrespective of whether such risks are within or beyond the control of the Provider Agency, or (b) which arise from any failure to perform the Provider Agency’s obligations under this contract or any improper performance.

Notwithstanding the Provider Agency’s responsibilities outlined above in this section, the State reserves the right to provide its own attorney(s) to assist in the defense of any legal actions which may arise as a result of this contract.
5.06 Statement of Non-Influence. No person employed by the state of New Jersey has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the Provider Agency or any representative thereof in order to influence the awarding or administration of this contract.

5.07 Exercise of Rights. A failure or a delay on the part of the State Agency or the Provider Agency in exercising any right, power or privilege under this contract shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

DMAVA (REV 03/00)