

Donor Agreement # 12BAQP

PUBLIC DONOR AGREEMENT

AGREEMENT between Preferred Children's Services (the
"Provider Agency") and
Brick Township Board of Education (the "Donor").

WHEREAS the New Jersey Department of Children and Families (the "Department") has been duly designated to administer or supervise the administration of social service programs, as defined in the New Jersey State plans for social services; and

WHEREAS the Department desires that the Provider Agency deliver services and the Provider Agency has agreed to deliver services; and

WHEREAS the Department's policies establish that resources donated by a public donor in the form of cash or In-Kind Contributions (as defined below) may, under certain conditions, be used as match in the provision of social services; and

WHEREAS the Donor wishes to make a donation to support social services;

THEREFORE, the Provider Agency and the Donor agree to the following terms and conditions:

1. Definitions – For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:
 - A. Donated Resources means the total donation made by the Donor as match. Donated Resources may include cash donations and/or In-Kind Contributions.
 - B. In-Kind Contributions means property or services (except the services of volunteers) which benefit the contract program and which are contributed by a public entity without charge to the Provider Agency. Included as In-Kind Contributions are public contributions formerly designated as CCE (Certified Cash Expenditures). All In-Kind Contributions under this agreement are listed as Attachment A to this agreement.
2. Term – This agreement shall begin on 7/1/11 (date), and shall terminate on 6/30/12 (date), barring any outstanding obligations of either party.
3. Donated Resources – The Donor agrees to provide Donated Resources in an amount totaling \$ \$72,071.00 to the Provider Agency.

4. Provision of Donated Resources – During the term of this agreement, Donated Resources shall be contributed by the Donor to the Provider Agency as follows:

Payment (s)	Date Due	Cash	In-Kind*	Total
			\$72,071.00	
	TOTAL		\$72,071.00	

* See Attachment A for In-Kind Contributions.

5. Administrative Control of Donated Resources – Except for the allowable Donor restrictions contained in paragraph 6 of this agreement, all Donated Resources contributed in cash to the Provider Agency under this agreement are donated on an unrestricted basis. This is to ensure that Donated Resources are under the administrative control of the Provider Agency. The Donor understands that if any portion of the donation is made as In-Kind Contributions, Attachment A to this agreement will be submitted with the agreement to vouch for the validity of these costs.

6. Donor's Restrictions – The Donor restricts the use of Donated Resources as follows

Type of Service: School Based Youth Services

Service Contract Title: Brick Memorial High School Youth Services

Service Contract #: 12BAQP

7. Provider Agency's Obligations – In consideration of the resources donated, the provider Agency agrees to use the Donated Resources in accordance with the restrictions contained in paragraph 6 of this agreement. The Provider Agency represents that the opportunity to honor the Donor's restrictions in the provisions of social services is available.

It is understood that the provision of services is subject to federal and State laws and administrative regulations and that services will be provided in a manner necessary to ensure compliance.

Upon request from the Donor, the Provider Agency shall make available to the Donor the annex(es) to the service contract specified in paragraph 6 of this agreement. In addition, upon request from the Donor, the Provider Agency shall make available to the Donor its reports to the State agency covering levels of service and program expenditures under the service contract. The Provider Agency shall not release confidential materials or information concerning persons served under the service contract.

8. Donor's Obligation – It is the Donor's obligation to provide the Donated Resources in the amount(s) and as scheduled in paragraph 4 of this agreement. The Donor understands that failure to meet the payment schedule in paragraph 4 of this agreement may result in the Provider Agency being unable to claim sufficient reimbursement to fund its social service program.

The Donor's obligation to provide the Donated Resources as specified in paragraph 4 of this agreement shall not be contingent upon the Donor's ability to produce sufficient In-Kind Contributions. The Donor agrees that if sufficient In-Kind Contributions are not available to meet its obligation to the Provider Agency, the balance of the donation will be paid in cash before this agreement terminates.

In cases in which In-Kind Contributions are made, the Donor agrees to submit to the Provider Agency monthly written reports attesting to the value of the In-Kind Contributions as they are applied to the social service program. The Donor understands that this report is required by the State agency as documentation of program expenses.

9. Donor's Representations – The Donor represents that the Donated Resources are not currently being used to match expenditures in another program.

In cases in which In-Kind Contributions are made, the Donor also represents that the value of the In-Kind Contributions listed in Attachment A to this agreement fairly represents their value to the social service program.

10. Indemnification – The Donor indemnifies and holds the Provider Agency harmless for any loss or disallowance of reimbursement that the Provider Agency may suffer due to the inaccuracy of any statement made in this agreement by the Donor.

11. Audit – The Donor agrees to cooperate in any audit of the source of the Donated Resources. An audit may be conducted by or on behalf of the Provider Agency, the Department, or the federal government.

The Donor understands that such an audit may include the sources of cash and/or In-Kind Contributions. The Donor further understands that it is responsible for maintaining sufficient documentation to support each kind of donation.

12. Entire Agreement – This document contains all the terms and conditions agreed to by the Provider Agency and the Donor. Any amendment or modification of this agreement must be approved by the Department.

BY: _____
Signature of Donor's Authorized
Representative

BY:  _____
Signature of the Provider Agency's
Authorized Representative

NAME: Walter Hrycenko
TITLE: Superintendent of Schools
DONOR: Brick Township Board of
Education
DONOR ADDRESS: 101 Hendrickson Avenue
Brick, NJ 08724
PHONE NUMBER: 732-785-3000
DATED: _____

NAME: Gina Polese-Grosso
TITLE: C.O.O.
PROVIDER AGENCY: Preferred Children's
Services
PROVIDER ADDRESS: PO Box 2036
Lakewood, NJ 08701
PHONE NUMBER: 732-458-1700 x 1107
DATED: 4/18/11

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Attachment A

In-Kind Contributions

List the total In-Kind Contributions applicable to each budget category. A detailed description of the In-Kind for each budget category is to be attached.

A.	Personnel Services		
B.	Consultants and Professional Fees		
C.	Materials and Supplies		
D.	Facility Costs	\$72,071.00	
E.	Specific Assistance to Clients		
F.	Other		
TOTAL IN-KIND CONTRIBUTIONS		\$72,071.00	

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