

**Department of Community Affairs
Local Planning Services
Supportive and Special Needs Housing Survey**

Municipality: Wyckoff County: Bergen
 Sponsor: Eastern Christian Children's Retreat Developer: Eastern Christian Children's Retreat
 Block: 437 Lot: 2 Street Address: 832 Mountain Ave, Wyckoff, NJ 07481
 Facility Name: Mountain Ave. Group Home

<p>Section 1: Type of Facility:</p> <p><input type="checkbox"/> Licensed Group Home</p> <p><input type="checkbox"/> Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008)</p> <p><input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)</p> <p><input type="checkbox"/> Permanent supportive housing</p> <p><input type="checkbox"/> Supportive shared housing</p> <p><input type="checkbox"/> Other - Please Specify: _____</p>	<p>Section 2: Sources and amount of funding committed to the project:</p> <p><input checked="" type="checkbox"/> Capital Application Funding Unit \$<u>250,000</u></p> <p><input type="checkbox"/> HMFA Special Needs Housing Trust Fund \$ _____</p> <p><input type="checkbox"/> Balanced Housing - Amount \$ _____</p> <p><input type="checkbox"/> HUD - Amount \$ _____ Program _____</p> <p><input type="checkbox"/> Federal Home Loan Bank - Amount \$ _____</p> <p><input type="checkbox"/> Farmers Home Administration - Amount \$ _____</p> <p><input type="checkbox"/> Development fees - Amount \$ _____</p> <p><input checked="" type="checkbox"/> Bank financing - Amount \$<u>615,000</u></p> <p><input checked="" type="checkbox"/> Other - Please specify: <u>Private funds: fundraising</u></p> <p><input type="checkbox"/> For proposed projects, please submit a pro forma</p> <p><input type="checkbox"/> Municipal resolution to commit funding, if applicable</p> <p>Award letter/financing commitment (proposed new construction projects only)</p>
<p>Section 3: For all facilities other than permanent supportive housing:</p> <p>Total # of bedrooms reserved for:</p> <p>Very low-income clients/households <u>5</u></p> <p>Low-income clients/households _____</p> <p>Moderate-income clients/households _____</p> <p>Market-income clients/households _____</p>	<p>Section 4: For permanent supportive housing:</p> <p>Total # of units _____, including:</p> <p># of very low-income units _____</p> <p># of low-income units _____</p> <p># of moderate-income units _____</p> <p># of market-income units _____</p>
<p>Section 5:</p> <p>Length of Controls: <u>30</u> years</p> <p>Effective Date of Controls: ___/___/___</p> <p>Expiration Date of Controls: ___/___/___</p> <p>Average Length of Stay: _____ months (transitional facilities only)</p>	<p>Section 6:</p> <p><input type="checkbox"/> CO Date: <u>03</u> / <u>13</u> / <u>15</u></p> <p>For licensed facilities, indicate licensing agency:</p> <p><input checked="" type="checkbox"/> DDD <input type="checkbox"/> DMHS <input type="checkbox"/> DHSS <input type="checkbox"/> DCA <input type="checkbox"/> DCP</p> <p><input type="checkbox"/> Other</p> <p>Initial License Date: <u>04</u> / <u>21</u> / <u>15</u></p> <p>Current License Date: <u>04</u> / <u>21</u> / <u>15</u></p>
<p>Section 7:</p> <p>Has the project received project-based rental assistance? ___ Yes <input checked="" type="checkbox"/> No; Length of commitment: _____</p> <p>Other operating subsidy sources: <u>Department of Human Services, DDD</u>; Length of commitment: <u>20 years</u></p> <p>Is the subsidy renewable? <input checked="" type="checkbox"/> Yes ___ No</p>	
<p>Section 8: The following verification is attached:</p> <p><input type="checkbox"/> Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)</p> <p><input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)</p>	
<p>Section 9:</p> <p>Residents 18 yrs or older? <input checked="" type="checkbox"/> Yes ___ No</p> <p>Age-restricted? ___ Yes <input checked="" type="checkbox"/> No</p> <p>Population Served (describe): <u>Individuals with intellectual and developmental disabilities.</u></p> <p>Accessible (in accordance with NJ Barrier Free Subcode)? <input checked="" type="checkbox"/> Yes ___ No</p>	


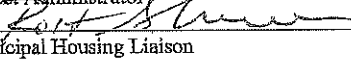


Section 10: Affirmative Marketing Strategy (check all that apply):

- DDD/DMHS/DHSS waiting list
- Affirmative Marketing Plan approved by the Council's Executive Director

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by:  Date 8/12/15
Project Administrator
Certified by:  Date 8/15/15
Municipal Housing Liaison

EASTERN CHRISTIAN CHILDREN'S RETREAT

700 Mountain Avenue, Wyckoff, NJ 07481-1099
Phone: (201) 848-8005 • Fax: (201) 847-9619 • www. eccretreat.org

Mountain Ave. Group Home

832 Mountain Avenue

Wyckoff, NJ 07481

Description of Consumers:

The group home located at 832 Mountain Ave, Wyckoff, houses five (5) individuals with intellectual and developmental disabilities. There are five men living in the home who range in age from 23 to 52 years old. Three of the men are non-ambulatory, and two are ambulatory. The individuals transferred to this home from other ECCR group homes located at 700 Mountain Ave; the main campus of ECCR. They all require assistance in all areas of daily living, meal preparation, money management and medication administration. The home is staffed 24 hours per day with trained, qualified staff. Registered Nurses are available throughout the week to oversee the care of the residents, and consult with staff and other health care providers. In addition, a Group Home Manager, Assistant Manager, Director of Operations and Assistant Director of Operations are responsible for staffing and overall supervision of the home.

The home is licensed by the State of New Jersey, Department of Human Services, Division of Developmental Disabilities. The men attend community adult day programs during the day and none of the individuals are employed. They are all considered to be very low income and all are eligible for Medicaid.

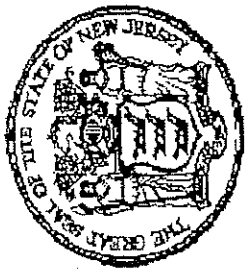
Prepared by:

Jayne Press, Executive Director

August 12, 2015

**Eastern Christian Children's Retreat
Wyckoff Property**

Category	Amount
Projected Budget Costs	
Land Purchase	\$ 360,000
Construction - Building	573,441
Construction - Other Fees	102,000
Other	25,000
Total Projected Budget Cost	\$ 1,060,441
Funding Sources	
State Reimbursement - Property	\$ 250,000
State Reimbursement	54,427
Loans	615,000
Grants/ Donations	24,664
Total Projected Funding	\$ 944,091
Out of Pocket Cost	\$ 116,350



State of New Jersey
Department of Human Services
Office of Licensing

LICENSE


Eastern Christian Childrens Retreat
700 Mountain Ave
Wyckoff, NJ 07481-1099

*Having met the requirements of the New Jersey Statute, P.L. 1977, c. 448, and the regulations of this Department,
is hereby licensed as a*

**Group Home Developmental Disability
for 5 individuals**

at
832 MOUNTAIN AVENUE
WYCKOFF, NJ 07481

This License is effective from 04/21/2015 to 07/31/2015


Elizabeth Cornelli, Acting Commissioner
Department of Human Services

OWNSHIP OF WYCKOFF
COTT PLAZA
01-891-7000

Date Issued 03/13/15
Control #
Permit # 14-0484

UCC NEW JERSEY CERTIFICATE

IDENTIFICATION

Lock 437 Lot 2 Qual
 Work Site Location 832 MOUNTAIN AVENUE
 WYCKOFF, NJ 07481
 Owner in Fee/Occupant RCCR
 Address 832 MOUNTAIN AVENUE
 WYCKOFF, NJ 07481-
 Telephone (201) 848-8005
 Contractor J. BUSHMAN, LLC
 Address 312 SHADYSIDE ROAD
 RAMSEY, NJ 07446-
 Telephone (201) 954-2504 Fax (201) 891-7788
 Lic. No. or Bldrs. Reg. No. 13VH02959900
 Federal Emp. No. 22-0330601

Home Warranty No. _____
 State Private
 Use Group I-2
 Maximum Live Load 0
 Construction Classification
 Maximum Occupancy Load 0
 Description of Work/Use:

CONSTRUCTION OF NEW RESIDENTIAL FACILITY (I-2) AS PER PLANS
 FEE: \$2,990 FINAL COST OF WORK: \$484,100 BUILDING
 03/06/15

X] CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

I] CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon that was visible at the time of inspection.

] TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

This is a Temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than _____ or the owner will be subject to fine or order to vacate:

[] CERTIFICATE OF CLEARANCE - LEAD ABATEMENT 5:17

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

- Total removal of lead-based paint hazards in scope of work
- Partial or limited time period (____ years); see file

[] CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

[] CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until _____.

Fee \$ 175
 Paid [X] Check No. 17392
 Collected by: _____ TO



Construction Official

**DEPARTMENT OF HUMAN SERVICES
DIVISION OF DEVELOPMENTAL DISABILITIES**

ANNEX A - PROJECT SUMMARY

1. This Agreement commences on September 17, 2013 and expires on September 17, 2033.

2. Legal Name of Agency: Eastern Christian Children's Retreat

3. Agency Address (Including P.O. Box, City, State, Zip Code, County):

700 Mountain Avenue
Wyckoff, NJ 07481
Bergen County

4. Date of Agency Incorporation: December 27, 1961

5. Federal I.D. Number: 22-1921333

6. Project Location (Street, Address, City, State, County):

832 Mountain Avenue
Wyckoff, NJ 07481
Bergen County

7. Project Scope:

<input type="checkbox"/> Purchase	<input checked="" type="checkbox"/> Land	<input type="checkbox"/> Existing Building(s)
<input type="checkbox"/> Renovation		<input type="checkbox"/> Expansion of Existing Facility
<input type="checkbox"/> New Construction		<input type="checkbox"/> Equipment

8. The Project Period Commences on 9/30/13 and expires on 9/30/14

9. Project Director:

Name: Jayne Press
Address: 700 Mountain Avenue
Wyckoff, NJ 07481

Phone: 201-848-8005

10. Agency Officer authorized to sign this and other documents:

Name: Jayne Press
Address: 700 Mountain Avenue
Wyckoff, NJ 07481

Phone: 201-848-8005

11. Person to who notices shall be directed:

a) Agency

Name: Jayne Press
Address: 700 Mountain Avenue
Wyckoff, NJ 07481

b) Department

Name: Jayne Press
Address: 700 Mountain Avenue
Wyckoff, NJ 07481

ANNEX B: PROJECT BUDGET

1. Legal Name of Agency: Eastern Christian Children's Retreat

2. Project Location (street address, city, and state):

832 Mountain Avenue
Wyckoff, NJ 07481

3. Name and Address of Contractor:

To be determined

4. Project Total: \$250,000 Agreement Ceiling: \$250,000

5. Scope of Work Covered by Agreement:

Purchase of property to build community residence for five individuals with
Developmental disabilities.

PROMISSORY NOTE

\$250,000

September 17, 2013

In accordance with the terms of a Funding Agreement for Construction, Purchase, or Purchase and Renovation of Community-Based Facilities dated September 17, 2013, Eastern Christian Children's Retreat promises to pay on demand to the order of the STATE OF NEW JERSEY, DEPARTMENT OF HUMAN SERVICES, Two Hundred and fifty thousand dollars and 00/100. (\$ 250,000)

dollars, payable at Capital Place One, 222 South Warren Street, Trenton, New Jersey 08625.

BY: Jayne Press L.S.
Authorized Agency Representative

NAME: Jayne Press

TITLE: Executive Director

AGENCY: Eastern Christian Children's Retreat

ADDRESS: 700 Mountain Avenue
Wyckoff, NJ 07481

Notarized by:

Jane Lieber

Date:

9/17/2013

JANE LIEBER
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES
FEBRUARY 23, 2015

9750,000

7001118258

	STATE OF NEW JERSEY PAYMENT VOUCHER (VENDOR INVOICE)		DOCUMENT			BATCH			ACTG. PER.	FY					
			TC	AGY	NUMBER	TC	AGY	NUMBER		14					
	PP START	SCHED PAY	CHK OFF	F	RF	CK	(A) VENDOR								
MO	DY	YR	MO	DY	YR	CAT	LIAB	A	TTY	FL	ID NUMBER				
PO#	PV DATE											22-1921333			

CONTRACT NO	AGENCY REF	BUYER	(B) TERMS	PAYEE: SEE INSTRUCTIONS FOR COMPLETING ITEMS (A) THROUGH (G)	(C) TOTAL AMOUNT
					\$ 250,000.00

(D) PAYEE NAME AND ADDRESS Eastern Christian Children's Retreat 700 Mountain Avenue Wyckoff, NJ 07481	(E) SEND COMPLETED FORM TO: Division of Developmental Disabilities P.O. Box 726 Trenton, NJ 08625-0726
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(F) PAYEE DECLARATIONS

I CERTIFY THAT THE WITHIN PAYMENT VOUCHER IS CORRECT IN ALL ITS PARTICULARS, THAT THE DESCRIBED GOODS OR SERVICES HAVE BEEN FURNISHED OR RENDERED AND THAT NO BONUS HAS BEEN GIVEN OR RECEIVED ON ACCOUNT OF SAID DOCUMENT.

→→→→ [Signature] PAYEE SIGNATURE
Executive Director PAYEE TITLE
9/17/13 BILLING DATE

LINE NO	REFERENCE				(G) PAYEE REFERENCE
	CD	AGY	NUMBER	LINE	
1					
2					
3					

	FUND	AGCY	ORG CODE	SUB-ORG	APPR UNIT	ACTIVITY CD	OBJECT CD	SUB-OBJ	REV SRCE	SUB-REV	PROJECT/JOB NO
1											
2											
3											

	RPT CT	BS ACT	DT	DESCRIPTION	QUANTITY	AMOUNT	ID	PF	TX
1									
2									
3									

ITEM NO.	COMMODITY CODE/DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
①	Acquisition of property located at 832 Mountain Ave., Wyckoff, NJ 07481 <u>GH2234</u>				\$250,000
TOTAL					<u>\$250,000</u>

CERTIFICATION BY RECEIVING AGENCY: I certify that the above articles have been received or services rendered as stated herein.

[Signature]
Signature
Program Developer
Title
11/7/13
Date

CERTIFICATION BY APPROVAL OFFICER: I certify that this Payment Voucher is correct and just, and payment is approved.

[Signature]
Authorized Signature
12/13/13
Date

11-21-2013

STATE OF NEW JERSEY – DEPARTMENT OF HUMAN SERVICES
STANDARD LANGUAGE
CAPITAL FUNDING AGREEMENT FOR RENOVATION, REMODELING,
EXTENSION OR OTHER IMPROVEMENTS TO AGENCY-OWNED OR LEASED
COMMUNITY FACILITIES

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AGREEMENT effective as of the date recorded on the signature page between the New Jersey Department of Human Services (the "Department") and the signatory agency (the "Agency") identified on the signature page.

WHEREAS the New Jersey Legislature has from time to time authorized the Department to expend such funds as are appropriated for renovating, remodeling, extending or otherwise improving Community-Based facilities for Department Clients; and

WHEREAS programs to award contracts for Community-Based facilities have been established by the Department to carry out such authorizations; and

WHEREAS the Agency, as a Community-Based private agency or a local government agency, is eligible to receive and desires assistance under the aforementioned appropriations.

THEREFORE the Department and the Agency agree as follows:

I. DEFINITIONS

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

Agreement means this document, the Annex(es) and the Note, any additional attachments or appendices (including any approved assignments or subcontracts and any written amendments or modifications) and all supporting documents. The Agreement constitutes the entire agreement between the parties, and no amendments or modifications therefore will have any force or effect unless reduced to writing and signed by the parties' authorized agents identified in the Annex(es).

Agreement Ceiling means the amount so designated in the Annex(es) and reflects the total amount of Agreement Funds committed by the Department under this Agreement.

Agreement Funds means funds committed by the Department to the Agency pursuant to this Agreement.

Annex(es) means the attachment or attachments to this document containing at least the following information; a description of the Project; schedules for Project implementation and completion, Agency reporting of Project progress and Expenditures, and payment of Agreement Funds by the Department to the Agency; the commencement and expiration dates of the Agreement and the Project Period; the time period during which use of the Facility shall be

restricted pursuant to the terms of Section 3.05 Facility Restrictions; the names of the Project Director, the Agency officer authorized to sign this document and any other documents and papers under this Agreement, and the persons to whom Notices shall be directed; the title(s) of the Department officer(s) authorized to sign this document and any other documents and papers under this Agreement; the duties and responsibilities of the Project director; the Project budget, identifying both the Total Project Cost and the Agreement Ceiling; the sources and amounts of all funds supporting the Project; and a description of the services required to be provided in the Facility subsequent to its inspection and approval by the Department or Division and subsequent to any required licensure; A copy of the form of the Promissory Note to be executed pursuant to Section 5.01 Note Execution and the form of the statement of waiver required by Section 5.03 Waiver are appended to the Annex(es).

Community-Based means those service delivery programs or facilities which are not located on the grounds of or operated by a State institution.

Days means calendar days.

Department Client means, as appropriate clients of the Division of Youth and Family Services, the Division of Mental Retardation or the Division of Mental Health and Hospitals.

Division means as appropriate, the Division of Youth and Family Services, the Division of Mental Retardation or the Division of Mental Health and Hospitals.

Facility means the building constructed, renovated, remodeled, extended or otherwise improved in whole or in part under this Agreement. Such building is on land owned or leased by the Agency.

Note means the promissory note executed pursuant to Section 5.01 Note Execution.

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

Project means the project described in the Annex(es) for renovating, remodeling, extending or otherwise improving an already existing Community-Based facility owned or leased by the Agency.

The Project may also be for construction of a free-standing structure to stigmatize the client capacity or otherwise to enhance the service delivery capabilities of any already-existing Community-Based facility owned or leased by the Agency. Unless otherwise expressly approved by the Commissioner of the Department, such free-standing structure shall be erected on Agency-owned or leased land occupied by the existing Community-Based facility, and the Total Project Cost may not exceed 50 percent of the appraised value of existing structures on such land. In no case may a Community-Based facility be purchased or leased for the purpose of securing Agreement Funds under this Agreement. The Project may be wholly or partially financed with Agreement Funds.

Project Expenditure (also Expenditures) means expenditures made by the Agency in accordance with the Project budget contained in the Annex(es).

Project Period means the period, specified in the Annex(es), which span the time from implementation to completion of the Project.

State means the State of New Jersey.

Total Project Cost means the amount so designated in the Annex(es) and reflects the total cost of the Project. If the Agency provides or obtains funding in addition to Agreement Funds to support the Project, the Total Project Cost will exceed the Agreement Ceiling by the amount of such additional funds.

II BASIC OBLIGATIONS OF THE DEPARTMENT

Section 2.01 Payment. Payment of Agreement Funds to the Agency shall be in accordance with Article VI of this document.

Section 2.02 Inspection and Monitoring. The Department or its designee shall inspect the Project site and shall monitor Project activities for conformity with the terms of this Agreement as well as with all other applicable Departmental specifications.

Section 2.03 Referenced Materials. Upon written request of the Agency, the Department or the Division shall make available to the Agency copies of federal and State regulations and other materials specifically referenced in this document.

III BASIC OBLIGATIONS OF THE AGENCY

Section 3.01 Project Implementation and Completion. The Agency shall implement and complete the Project in accordance with the schedule outlined in the Annex(es)

Section 3.02 Expenditure of Agreement Funds. The Agency shall expend Agreement Funds for the Project in accordance with the budget contained in the Annex(es) and for no purpose other than as reflected therein. Salaries and travel expenses for Agency employees shall not be paid by Agreement Funds, except as may be specifically approved by the Department and budgeted in the Annex(es).

With exceptions only as expressly approved by the Department, the Agency may expend Agreement Funds only during the Project Period specified in the Annex(es). When circumstances force Agency expenditures for Project-related activities prior to the Project Period, such circumstances shall be documented by the Agency and forwarded in writing to the Department. At the discretion of the Department, part or all of such expenditures may be recoverable from Agreement Funds. The Department makes no assurance that it shall permit such recovery.

Section 3.03 Promissory Note. The Agency shall execute and satisfy a promissory note in accordance with Article V of this document.

Section 3.04 Matching Funds. The Department may require that the Agency provide or obtain matching funds for the Project. Any required Agency match shall be provided in accordance with Departmental specifications.

Section 3.05 Facility Restrictions. The Agency shall agree to maintain the Facility as an approved facility for Department Clients for a period of time stipulated by the Department in accordance with written Division policies. Such time period is recorded in the Annex(es). Unless otherwise stipulated in the Annex(es), the Agency shall agree to reserve 100 percent of the Facility's maximum client capacity for Division referrals, except during such times as the Division may determine that a lesser percent is adequate.

Section 3.06 Project Director. Under the direction of the Agency's governing body, the Project director named in the Annex(es) shall be responsible for all Project activities.

Section 3.07 Documents and Information. The Agency shall furnish the Department or the Division with all documents and information required by this Agreement, as well as with any additional material which may be considered necessary by the Department or the Division in support of the Agreement.

Section 3.08 Compliance with Laws. In fulfilling its commitment under this Agreement, the Agency shall comply with all applicable federal, State and local laws, rules and regulations (collectively, "laws"), including but not limited to the following: the federal Civil Rights Act of

1964, as amended, P. L. 1933, Chapter 277, of the State of New Jersey, as amended (N.J.S.A. 10:2-1 et seq.) and P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) pertaining to affirmative action and non-discrimination in public contracts; the federal Equal Employment Opportunity Act; Section 504 of the federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap; and the New Jersey Conflicts of Interest Law (N.J.S.A. 52:13D-12 et seq.), including but not limited to those sections pertaining to contracting, solicitation, and the provision of inducements to State legislators, officers or employees. In addition, the Agency shall comply with all applicable State and local laws relating to licensure, with standards specified by the Department as appropriate to the Facility, and with all applicable policies and procedures issued by the Department or the Division.

IV SERVICE CONTRACT

The execution of this Agreement shall require execution of a separate contract or affiliation agreement for the provision of services in the Facility. The parties to such service contract shall be the Division and the Agency, or alternatively, the Division and another entity approved by the Division. The services to be provided in the Facility are described in the Annex(es).

V PROMISSORY NOTE

Section 5.01 Note Execution. Immediately upon execution of this Agreement, the Agency shall execute and deliver to the Department a promissory note in the form appended to the Annex(es). Execution of such note shall be authorized by a resolution of the Agency's governing body. The amount of the note shall equal the amount of the Agreement Ceiling. At the conclusion of the Project Period, should the actual amount of Project Expenditures approved for payment by the Department differ from the Agreement Ceiling as reflected in the Annex(es), an amended note shall be executed by the Agency in the amount actually paid, or approved for payment, by the Department to the Agency. The amended note shall be delivered to the Department and shall replace the note originally delivered. Until such time as the amended note is executed, any funds paid by the Department to the Agency in excess of the amount of the original note shall be subject to repayment by the Agency or cancellation under the terms of this Agreement.

Section 5.02 Note Satisfaction. The amount of the Note shall be reduced according to the following formula for each full year credited toward satisfaction of the Agency's obligation to the Department:

AR = 1/X, where AR represents the rate of annual reduction in the Amount of the Note and X represents the number of years of the Agency's obligation to the Department as established pursuant to the terms of Section 3.05 Facility Restrictions and recorded in the Annex(es).

Section 5.03 Waiver. In cases where the Agency is a licensed health care facility classified by the Department of Health as an acute care hospital, the Department may waive the requirement of a Promissory Note.

The Agency shall request the waiver and document the hardship in writing. The final decision rests solely with the Department on the granting of a waiver. Any such waiver granted shall be documented by a written statement signed by the same Department official who signed the Agreement on the same date. A copy of this statement shall be appended to the Agreement.

VI PAYMENT

Section 6.01 General Payment Obligation. Except as otherwise limited or precluded in this Agreement, and contingent upon satisfactory fulfillment of the Agency's obligations as set forth in Section 3.01 Project Implementation and Completion, the Department shall pay the Agency the lesser of (a) the Agreement Ceiling or (b) an amount which bears the same percentage relationship to aggregate Project Expenditures as the Agreement Ceiling bears to the Total Project Cost.

Section 6.02 Method and Schedule of Payment. The Agency shall be paid under this Agreement in accordance with the method and schedule outlined in the Annex(es). Where applicable, the Department reserves the right to require written verification from the Project architect, contractor or other appropriate person, certifying the percentage of the Project completed to the date of Agency billing. In addition, the Department may require copies of statements from parties involved in Project activities.

Section 6.03 Payments Conditional. All payments by the Department under this Agreement shall be subject to revision on the basis of an audit conducted under Section 7.04 Audit.

VII BOOKS AND RECORDS; REPORTING REQUIREMENTS; VISITATION AND INSPECTION; AUDIT

Section 7.01 Books and Records. The Agency shall maintain such books, records and accounts as are considered necessary by the Department to ensure an accurate and adequate accounting of all receipts, expenditures and available funds, regardless of their source, relating to the Project. A separate bank account shall be established for Agreement Funds to ensure that they are identifiable for monitoring and auditing purposes and that co-mingling of Agreement Funds does not occur.

All books, records and documents of any kind pertaining to this agreement shall be retained by the Agency for a minimum of four years after expiration or termination of the Agreement. Such requirement can be waived only by written authorization of the Department.

Section 7.02 Reporting Requirements. The Agency shall report Project progress and Expenditures to the Department in accordance with the schedule and procedures established in the Annex(es).

Section 7.03 Visitation and Inspection. The Agency's books, records and facilities, as well as the Project site itself, shall be available for inspection by authorized representatives of the Department, the Division and any other appropriate unit, agency or agent of State or local government. At the discretion of the Department, visitations and inspections may be at any time and may be announced or unannounced. The Agency's obligation to make available its books and records for on-site inspection, however, shall be limited to regular business hours.

Section 7.04 Audit. At any time during the Agreement term, the Agency's overall operations, its compliance with specific Agreement provisions, and the operations of any assignees or subcontractors engaged by the Agency under Section 10.01 Assignment and Subcontracts may be subject to audit by the Department, by any other appropriate unit or agency of State government, or by a private firm retained or approved by the Department for such purpose.

Whether or not such audits are conducted during the Agreement term, a final financial and compliance audit of Project operations, including the relevant operations of any assignees or subcontractors, shall be conducted. Generally such audit shall be initiated within two years after expiration of the Project Period. Should extraordinary circumstances prevent this from occurring, the final audit shall commence as soon as feasible thereafter. The final audit shall be performed by a unit or agency of State government or by a private firm retained for such purpose by the Department or the Agency and shall follow guidelines issued by the Department. Final financial settlement of this Agreement shall be contingent upon the findings of the final audit.

All provisions of Section 7.03 Visitation and Inspection shall apply to the Agency and to any assignees or subcontractors in the case of any visitations or inspections made for the purpose of audit. The Department reserves the right to have access to all written material, including but not limited to work papers, generated in connection with any audit conducted. Should the Agency retain a private audit firm, the Agency shall ensure that the instrument used to engage such firm contains express reference to the Department's right of access pursuant to this section.

VIII AGREEMENT TERM; PROJECT PERIOD; AMENDMENTS AND MODIFICATIONS; CLOSEOUT.

Section 8.01 Agreement Term. This Agreement shall commence and expire on the dates specified in the Annex(es). The Agreement's expiration date shall coincide with the date on which the Agency shall have satisfied its obligation to the Department as established pursuant to the terms of Section 3.305 Facility Restrictions and recorded in the Annex(es).

Notwithstanding the foregoing, the Agency retains the right, during the Agreement term, to terminate this Agreement upon six months' notice to the Department. Should such termination occur, the Department may require that the Agency pay the Department an amount up to the balance remaining on the Promissory Note executed pursuant to Section 5.01 Note Execution. Such balance shall be calculated by (a) prorating the original amount of the Note over the number of years of the Agency's obligation to the Department as established pursuant to the terms of Section 3.05 Facility Restrictions, and (b) subtracting from the original amount of the Note the prorated annual figure multiplied by the number of full years elapsed between Agreement commencement and termination. If the requirement of a Promissory Note has been waived pursuant to Section 5.03 Waiver, the Department may require the Agency to pay liquidated damages equal to the amount which would have been due under a Promissory Note as calculated above.

The Department retains the right, during the Agreement term, to terminate this Agreement upon six months' Notice to the Agency. In the event the Department exercises this right and the Agency is not in default under Article IX Default, the Department shall not require any payment from the Agency either on the Promissory Note executed pursuant to Section 5.01 Note Execution or as liquidated damages.

Section 8.02 Projected Period. The Project Period shall commence on the same date as the Agreement and shall expire on the date specified in the Annex(es). The Project Period may be extended only upon written authorization of the Department.

Section 8.03 Amendments and Modifications. Except as may otherwise be provided for in this document, all amendments and modifications to the terms of this Agreement shall be consistent with Department or Division policies and shall be accomplished by means of a written agreement signed by the parties' authorized agents as set forth in the Annex(es). All written amendments and modifications shall become part of this Agreement and shall be appended to this document.

Section 8.04 Closeout. All financial accounts under this Agreement, with the except of the promissory note executed pursuant to Section 5.01 Note Execution, shall be settled as accurately as possible within 90 days after expiration of the Project Period and shall be settled finally based upon the results of the final audit conducted under Section 7.04 Audit. Any unexpended Agreement Funds in the possession of the Agency shall be returned to the Department within the 90 days closeout period. The Note shall be satisfied in accordance with Section 5.02 Note Satisfaction.

Except as may otherwise be provided for in this document, all non-financial obligations of both parties shall continue after the Project Period and shall cease on the effective date of expiration or termination of the Agreement.

IX DEFAULT

Section 9.01 Causes. The occurrence of any of the following may be considered by the Department as Agency default of this Agreement:

- (a) Agency failure, judged to be substantial by the Department, to abide by Project specifications stipulated in the Annex(es);
- (b) Agency failure, judged to be substantial by the Department, to adhere to the schedule established in the Annex(es) established in the Annex(es) for Project implementation and completion;
- (c) Any Agency use of Agreement Funds for purposes other than as approved by the Department and specified in the Annex(es);
- (d) Agency submission to the Department or the Division of reports or other documents that are inaccurate or incomplete in any material respect;
- (e) Agency refusal or failure to permit the Department, the Division or a designee of the Department to inspect the Agency's facilities, including the Project site, or to review and monitor Agency administrative records and operational practices;
- (f) Agency use of Agreement Funds to employ or otherwise compensate directly or indirectly any employee of the Department;
- (g) Department discovery, in the absence of Agency disclosure, of any pecuniary or personal interest by the Agency its officer, trustees, directors or employee in any

assignment or subcontract executed pursuant to Section 10.01 Assignment and Subcontracts;

- (h) conduct or acts, including but not limited to alleged or adjudged criminal activity, on the part of the Agency, its officer, trustees, directors or employees, which are detrimental to the reputation of the Agency or the Department;
- (i) Agency failure, judged to be substantial by the Department, to comply with the terms and conditions of this Agreement.

Section 9.02 Procedures. Upon occurrence of any of the events enumerated in Section 9.01 Causes, the Department may give Notice to the Agency that it is in default of this Agreement and may elect either to terminate the Agreement on a date of the Department's choosing or to invoke the remedy provision set forth in Section 9.03 Remedy. Should the Agreement be terminated pursuant to this section, the Department may require that the Agency pay the Department an amount up to the balance remaining on the promissory note executed pursuant to Section 5.01 Note Execution. Such balance shall be calculated in the manner specified in Section 8.01 Agreement Term. If the requirement of a Promissory Note has been waived pursuant to Section 5.03 Waiver, the Department may require the Agency to pay liquidated damages equal to the amount which would have been due under a Promissory Note calculated as specified in Section 8.01 Agreement Term.

Section 9.03 Remedy. In lieu of terminating this Agreement in the event of default, the Department may advise the Agency, in the Notice of default, of specific measures the Agency must undertake to remedy the default by a date of the Department's choosing. Such date shall be no more than six months from the date of the Notice of default and may be extended only at the discretion of the Department and upon Notice to the Agency. The Department's election of this provision shall in no way limit or preclude its right to terminate the Agreement upon Notice to the Agency should the Agency fail to adhere to the remedy measures or the time schedule specified in the Notice of default.

X MISCELLANEOUS

Section 10.01 Assignment and Subcontracts. No rights or obligations of the Agency under this Agreement may be assigned or subcontracted by the Agency, except as may be provided for within the terms of this Agreement or with the prior written approval of the

Department. All approved assignments and subcontracts shall become part of this Agreement and shall be subject to its terms. The Agency shall bear full responsibility, without recourse to the State or any of its subdivisions, for performance under any approved assignment or subcontract. The Agency shall forward copies of all assignment and subcontract documents to the Department and shall retain copies of them on file together with this document.

Section 10.02 Procurement. The Agency shall bear full responsibility, without recourse to the State or any of its subdivision, for the settlement and satisfaction of any issues arising from any procurement arrangement entered into in support of this Agreement.

Section 10.03 Insurance. The Agency and any assignees or subcontractors engaged in construction, renovation, remodeling, extending or otherwise improving the Facility shall obtain the following types of insurance in coverage amounts judged adequate by the Department;

- (a) worker's compensation
- (b) general liability, including completed operations, broad form property damage and broad form contractual coverage;
- (c) fire insurance with extended coverage, such coverage to be equal to the to the replacement value of the Facility without any co-insurance; and
- (d) builder's risk, on an all-risk basis.

In addition, the Department may require the Agency and any assignees or subcontractors to obtain a completion bond and/or to maintain any other type of insurance coverage considered necessary by the Department. The State, which shall include the Department, shall be included as an additional named insured on any insurance policy applicable to the Project. The Department may require such proof of the required insurance and/or bond as it deems appropriate at any time during the Project Period.

Section 10.04 Indemnification. The 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 Agency or its agents, employees, servants, subcontractors,

material suppliers or others working for the Agency, irrespective of whether such risks are within or beyond the control of the Agency,, or (b) which arise from any failure to perform the Agency's obligations under this Agreement or any improper performance.

Notwithstanding the 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 Agreement.

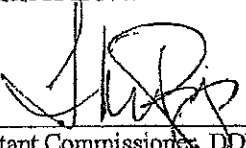
Section 10.05 Insufficiency of Funds. The Agency and the Department recognize that this Agreement is dependent upon funding through State appropriations. The Department shall not be held responsible for any breach of this Agreement arising due to insufficiency of such appropriations.

Section 10.06 Exercise of Rights. A failure or a delay on the part of the Department or the Agency in exercising any right, power or privilege under this Agreement 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.

Section 10.06 Application of New Jersey Law. The parties to this Agreement hereby acknowledge that this Agreement is governed by New Jersey law, including the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:11113-1 et. seq.) governing the Department's liability in any dispute that may arise under this Agreement.

AGREEMENT SIGNATURES AND DATE

The terms of this Agreement have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Agreement as set forth in Article I through Article X above.

By:  LOS 12-12-13
Assistant Commissioner, DDD
Department of Human Services, State of New Jersey

By:  L.S.
Authorized Agency Representative

NAME: Jayne Press _____

TITLE: Executive Director _____

AGENCY: Eastern Christian Children's Retreat

ADDRESS: 700 Mountain Avenue
Wyckoff, NJ 07481

AGREEMENT DATED:

September 17, 2013