

**RESOLUTION # 17-25**

**RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR  
REPAIRING AND SEALCOATING OF ASPHALT PARKING AREAS  
204-3 PROJECT: CARINO PARK APARTMENTS**

**RUSTLING PAVING**

**WHEREAS**, the Housing Authority of Gloucester County has the need  
for REPAIRING AND SEALCOATING OF ASPHALT PARKING AREAS at its 204-3  
Project known as Carino Park Apartments; and

**WHEREAS**, the Housing Authority of Gloucester County has properly advertised for  
bids for such service; and

**WHEREAS**, the Housing Authority of Gloucester County has received and reviewed  
the bids received; and

**WHEREAS**, the lowest responsible bid for such service is from **RUSTLING  
PAVING** in the amount of **\$ 15,500.00**

**NOW, THEREFORE, BE IT RESOLVED** by the Housing Authority of  
Gloucester County that the bid of **RUSLING PAVING** in the amount of **\$ 15,500.00** for  
Carino Park Apartments , be and is hereby accepted, subject to receipt of required  
documentation and check of references.; and

**IT IS FURTHER RESOLVED** that the Executive Director be and is hereby  
authorized to execute a contract for REPAIR AND SEALCOATING OF ASPHALT  
PARKING AREAS at its 204-3 Project known as Carino Park Apartments, in accordance  
with the bid tabulation attached hereto.

**ADOPTED** at a regular meeting of the Housing Authority of Gloucester County,  
held on the 26<sup>th</sup> of April, 2017.

**HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY: 

**WILLIAM W. BAIN, JR., CHAIRMAN**

**ATTEST**

  
**KIMBERLY GOBER, SECRETARY**

**DATE:** April 26<sup>nd</sup>, 2017



# Housing Authority of Gloucester County

Attended by:  
Ron Bernardini  
Ed Mailnak  
Nelly Rojas

## Bid Tabulation Sheet

Repair and Sealcoating Asphalt Parking Areas

@ Carino Park

IFB 17-009

March 29, 2017 @ 2pm

### Company

**American Asphalt Solutions**

100 Main Street

W. Collingswood Heights, NJ 08059

**Diamond Construction**

36 Beaverson Blvd. Suite 120

Brick NJ 08723

**Rusling Paving**

8 Inven Street

Trenton, NJ 08638

**Gambale Concrete LLC**

1 Erial Road

Clementon, NJ 08021

**Nickolaus Construction Co. Inc.**

PO Box 2322

Vincentown, NJ 08088

**Paving Plus LLC**

PO Box 508

Franklinville, NJ

**Base Bid**

21,282.34

**No.**

1

**Alternate Deducts**

376.13

**Comments**

Complete

2nd Lowest Bid

**Unit Price**

8.50 SF

60,000.00

1

12,000.00

**Non-Responsive**

No Addendum

**Unit Price: None**

15,500.00

1

2,500.00

**Complete**

Lowest / Responsive / Responsible

**Unit Price: 4.00 SF**

41,664.00

1

6,032.00

**Non-Responsive**

No Insurance Cert/ Bus. Reg/ Public Works Cert

**Unit Price: 15.00 SF**

1

No Response

**Unit Price**

**Unit Price**

No Response

**Unit Price**

# IFB Evaluation Statement

Project:	Repair & Sealcoating Asphalt Parking Areas	C	Complete	Documentation Signed & Certifications														Alt. Deduct		Base Bid	Comments		
Number:	IFB 17-009 Carino Park	I	Incomplete	W-9 Form	Receipt of Addenda	Owner Disclosure Statement	Debarment Certification	Cert. for Contracts	Non Collusion Affidavit	Affirmative Action Statement	Disclosure of Lobbying	NJ Business Registration Cert.	NJ Public Works Registration	Bid Guarantee	Consent of Surety	Cert. of Insurance	General Liability	Automobile Liability	Workman's Comp	Bidder's Qualification / Sub List	Form 5369-A	Iranian Investment Cert	
Date:	3.29.2017	x	Missing																				
1	<b>American Asphalt Solutions</b> 100 Main Street W. Collingswood Heights, NJ 08059	21,282.34	376.13	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	<b>Complete</b> 2nd Lowest Bid
2	<b>Diamond Construction</b> 36 Beaverson Blvd. Suite 120 Brick NJ 08723	60,000.00	12,000.00	X	C	C	C	C	C	C	C	C	C	C	C	X	C	C	C	C	C	C	<b>Non-Responsive</b> No Addendum
3	<b>Rusling Paving</b> 8 Iven Street Trenton, NJ 08638	15,500.00	2,500.00	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	<b>Complete</b> Lowest / Responsive / Responsible
4	<b>Gambale Concrete LLC</b> 1 Erial Road Clementon, NJ 08021	41,664.00	6,032.00	C	C	C	C	C	C	C	C	C	X	C	C	X	C	C	C	C	C	C	<b>Non-Responsive</b> No Insurance Cert/ Bus. Reg/ Public Works Cert
5	<b>Nickolaus Construction Co. Inc.</b> PO Box 2322 Vincentown, NJ 08088	No Response																					No Response
6	<b>Paving Plus LLC</b> PO Box 508 Franklinville, NJ	No Response																					No Response

## Recommendation

**Rusling Paving** was the lowest, responsive and responsible bidder and should be awarded the contract.



**RESOLUTION #17-26**

**RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR  
REPAIR & SEALCOATING OF ASPHALT PARKING AREAS  
204-4 PROJECT DEPTFORD PARK APARTMENTS**

**AMERICAN ASPHALT SOLUTIONS**

**WHEREAS**, the Housing Authority of Gloucester County has the need for REPAIR & SEALCOATING OF ASPHALT PARKING AREAS at its 204-4 Project location known as Deptford Park Apartments; and

**WHEREAS**, the Housing Authority of Gloucester County has properly advertised for bids for such services; and

**WHEREAS**, the Housing Authority of Gloucester County has received and reviewed the bids received; and

**WHEREAS**, the lowest responsible bid for such services is from **AMERICAN ASPHALT SOLUTIONS** in the amount of **\$ 12,655.49** and

**NOW, THEREFORE, BE IT RESOLVED** by the Housing Authority of Gloucester County that the bid of **AMERICAN ASPHALT SOLUTIONS** in the amount of **\$ 12,655.49** for Deptford Park Apartments, be and is hereby accepted, subject to receipt of required documentation and check of references.; and

**IT IS FURTHER RESOLVED** that the Executive Director be and is hereby authorized to execute a contract for REPAIR & SEALCOATING OF ASPHALT PARKING AREAS at its 204-4 Project location, known as Deptford Park Apartments, in accordance with the bid tabulation attached hereto.


**ADOPTED** at a regular meeting of the Housing Authority of Gloucester County, held on the 26<sup>TH</sup> of April, 2017

**HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY: 

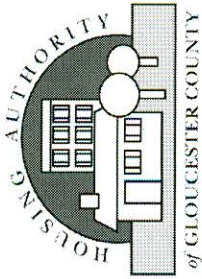
**WILLIAM W. BAIN, JR., CHAIRMAN**

**ATTEST**

  
**KIMBERLY GOBER, SECRETARY**

**DATE: APRIL 26<sup>TH</sup>, 2017**





# Housing Authority of Gloucester County

Attended by:  
Ron Bernardini  
Ed Mailnak  
Nelly Rojas

## Bid Tabulation Sheet

Repair and Sealcoating Asphalt Parking Areas

@ Depford Park

IFB 17-010

March 29, 2017 @ 2:30 pm

### Company

**American Asphalt Solutions**

100 Main Street

W. Collingswood Heights, NJ 08059

**Base Bid**

12,655.49

**No.**

1

**Alternate Deducts**

411.88

**Unit Price**

8.50 SF

**Comments**

Complete

Lowest Bid

**Diamond Construction**

36 Beaverson Blvd. Suite 120

Brick NJ 08723

63,000.00

1

12,600.00

**Non-Responsive**

No Addendum

**Unit Price: None**

**Rusling Paving**

8 Irven Street

Trenton, NJ 08638

16,000.00

1

2,500.00

**Complete**

2nd Lowest

**Unit Price: 4.00 SF**

**Gambale Concrete LLC**

1 Erial Road

Clementon, NJ 08021

34,574.00

1

6,500.00

**Non-Responsive**

No Insurance Cert/ Bus Reg/ Public Works Cert

**Unit Price: 10.00 SF**

**Nickolaus Construction Co. Inc.**

PO Box 2322

Vincentown, NJ 08088

Unit Price

1

**No Response**

**Paving Plus LLC**

PO Box 508

Franklinville, NJ

**Unit Price**

1

**No Response**

# IFB Evaluation Statement

Project:	Repair & Sealcoating Asphalt Parking Areas	C	Complete	Documentation Signed & Certifications													Comments							
Number:	IFB 17-010 Deptford Park	I	Incomplete	Receipt of Addenda	W-9 Form	Owner Disclosure Statement	Debarment Certification	Cert. for Contracts	Non Collusion Affidavit	Affirmative Action Statement	Disclosure of Lobbying	NJ Business Registration Cert.	NJ Public Works Registration	Bid Guarantee	Consent of Surety	Cert. of Insurance	General Liability	Automobile Liability	Workman's Comp	Bidders' Qualification / Sub List	Form 5369-A	Iranian Investment Cert		
Date:	3.29.2017	x	Missing																					
1	<b>American Asphalt Solutions</b> 100 Main Street W. Collingswood Heights, NJ 08059 8.50	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	Complete Lowest / Responsive / Responsible
2	<b>Diamond Construction</b> 36 Beaverson Blvd. Suite 120 Brick NJ 08723 None	X	C	C	C	C	C	C	C	C	C	C	C	C	C	X	C	C	C	C	C	C	C	Non-Responsive No Addendum
3	<b>Rusling Paving</b> 8 Irven Street Trenton, NJ 08638 4.00	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	Complete 2nd Lowest Bid
4	<b>Gambale Concrete LLC</b> 1 Erial Road Clementon, NJ 08021 10.00	C	C	C	C	C	C	C	C	C	C	C	X	C	C	X	C	C	C	C	C	C	C	Non-Responsive No Insurance Cert/ Bus. Reg/ Public Works Cert
5	<b>Nickolaus Construction Co. Inc.</b> PO Box 2322 Vincentown, NJ 08088																							No Response
6	<b>Paving Plus LLC</b> PO Box 508 Franklinville, NJ																							No Response

**Recommendation**  
American Asphalt was the lowest, responsive and responsible bidder and should be awarded the contract.



**RESOLUTION #17-27**

**RESOLUTION AUTHORIZING EXECUTION OF CONTRACT FOR  
COMPREHENSIVE **GENERAL LIABILITY** INSURANCE COVERAGE**

**WHEREAS,** the Housing Authority of Gloucester County has need for Comprehensive General Liability Insurance coverage; and

**WHEREAS,** the Housing Authority of Gloucester County has solicited proposals for Comprehensive General Liability Insurance coverage through public advertisement; and

**WHEREAS,** the Housing Authority of Gloucester County has received and reviewed the proposals received; and

**WHEREAS,** the most economical proposal for such services is from **HAI INSURANCE**, at a premium of **\$24,554.00** and is proper and responsive to the specifications;

**WHEREAS,** the Executive Director be and is hereby authorized to execute a contract for Comprehensive General Liability Insurance, in accordance with the proposal received and the bid tabulation attached hereto for the contract amount of **\$24,554.00** subject to Counsel review and verification.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Housing Authority of Gloucester County that the contract proposal with **HAI INSURANCE** be and is hereby approved; and

**BE IT FURTHER RESOLVED** that this resolution and the contract are on file and available for public inspection in the office of the Executive Director and a brief notice stating the nature, duration, service and amount of the contract shall be published once in the Gloucester County Times pursuant to the requirements of the local Public Contracts Law.


**ADOPTED** at a Regular Meeting of the Housing Authority of Gloucester County, held on the 26<sup>TH</sup> day of April, 2017

**HOUSING AUTHORITY OF GLOUCESTER COUNTY**

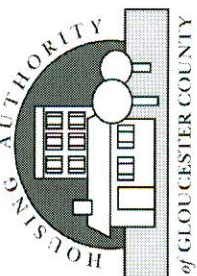
BY: 

**WILLIAM W. BAIN, JR., CHAIRMAN**

**ATTEST:**

  
**KIMBERLY GOBER, SECRETARY**

**DATED:** April 26<sup>th</sup>, 2017

		<b>Bid Tabulation Sheet</b> INSURANCE <b>IFB 17-011</b> March 29, 2017 @ 2pm		<b>Housing Authority of Gloucester County</b> Attended by: Nelly Rojas Ed Malinak	
Company		Base Bid	No.	Comments	
<b>NATHAN LANE AGENCY</b>				No Response	
545 GOFFLE ROAD WYCOFF NJ 07481					
<b>MARTIN AGENCY</b>				No Response	
500 JESSUP ROAD WEST DEPTFORD NJ 08066					
<b>HARDENBERGH INSURANCE</b>				No Response	
PO BOX 1000 VOORHEES, NJ 08043					
<b>THE BARCLAY GROUP</b>				No Response	
202 BROAD STREET RIVERTON, NJ 08077					
<b>HAI INSURANCE GROUP</b>				<b>Lowest Responsive Bid</b>	
PO BOX 189 189 COMMERCE COURT CHESHIRE, CT. 06410		22,191.00	1	24,554.00	ADDITIONAL CHARGES FOR AUTO, EMPLOYEE BENEFITS, MOLD & TERRORISM
<b>FAIRVIEW INSURANCE AGENCY, INC</b>				No Response	
1930 E. MARLTON PIKE SUITE 16 CHERRY HILL, NJ 08003					
<b>LEWIS CHESTER ASSOCIATES</b>				No Response	
19 SUMMIT AVENUE SUMMIT, NJ 07901					



**RESOLUTION #17-28**

**RESOLUTION AUTHORIZING EXECUTION OF CONTRACT FOR  
COMPREHENSIVE **EXCESS LIABILITY** (UMBRELLA) INSURANCE**

**WHEREAS**, the Housing Authority of Gloucester County has need for Comprehensive Excess Liability Insurance coverage; and

**WHEREAS**, the Housing Authority of Gloucester County has solicited proposals for Comprehensive Excess Liability Insurance coverage through public advertisement; and

**WHEREAS**, the Housing Authority of Gloucester County has received and reviewed the proposals received; and

**WHEREAS**, the most economical proposal for such services is **NATHAN LANE INSURANCE AGENCY**, at a premium of **\$30,538.00** including Terrorism and is proper and responsive to the specifications;

**WHEREAS**, that the Executive Director be and is hereby authorized to execute a contract for Comprehensive Excess Liability Insurance, in accordance with the proposal received and the bid tabulation attached hereto for the contract amount of **\$30,538.00** including Terrorism subject to Counsel review and verification.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Housing Authority of Gloucester County that the contract proposal with **NATHAN LANE INSURANCE AGENCY** be and is hereby approved; and

**BE IT FURTHER RESOLVED** that this resolution and the contract are on file and available for public inspection in the office of the Executive Director and a brief notice stating the nature, duration, service and amount of the contract shall be published once in the Gloucester County Times pursuant to the requirements of the local Public Contracts Law.

**ADOPTED** at a Regular Meeting of the Housing Authority of Gloucester County, held on the 26<sup>th</sup> day of April, 2017.

**HOUSING AUTHORITY OF GLOUCESTER COUNTY**

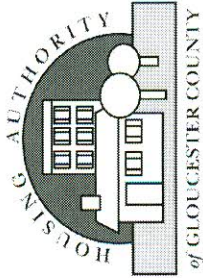
BY: 

**WILLIAM W. BAIN, JR., CHAIRMAN**

ATTEST: 

**KIMBERLY GOBER, SECRETARY**

**DATED:** April 26<sup>th</sup>, 2017



## Bid Tabulation Sheet

INSURANCE

IFB 17-012

March 29, 2017 @ 2:30 pm

Company

**NATHAN LANE AGENCY**

545 GOFFLE ROAD

WYCOFF NJ 07481

**MARTIN AGENCY**

500 JESSUP ROAD

WEST DEPTFORD NJ 08066

HARDENBERGH INSURANCE

PO BOX 1000

VOORHEES, NJ 08043

**THE BARCLAY GROUP**

202 BROAD STREET

RIVERTON, NJ 08077

HAI INSURANCE GROUP

PO BOX 189

189 COMMERCE COURT

CHESHIRE, CT. 06410

**FAIRVIEW INSURANCE AGENCY, INC**

1930 E. MARLTON PIKE SUITE 16

CHERRY HILL, NJ 08003

**LEWIS CHESTER ASSOCIATES**

19 SUMMIT AVENUE

SUMMIT, NJ 07901

Housing Authority  
of Gloucester County

Attended by: Nelly Rojas  
Ed Malinak

### Comments

### Lowest Responsive Bid

No Response

No Response

No Response

No Response

No Response

No Response



RESOLUTION #17-29

RESOLUTION AUTHORIZING COMPLIANCE TO STANDARDIZE  
PROVIDER AGENCY BOARD RESOLUTIONS AND  
EXECUTE A BUSINESS ASSOCIATE AGREEMENT BETWEEN

THE STATE OF NEW JERSEY, DEPARTMENT OF HUMAN SERVICES  
AND  
THE HOUSING AUTHORITY OF GLOUCESTER COUNTY  
**CONGREGATE PROGRAM**

**WHEREAS,** the mission of the Housing Authority of Gloucester County's is to provide quality affordable housing to those not served adequately by private/unsubsidized organizations in Gloucester County;

**WHEREAS,** in order to accomplish the Housing Authority of Gloucester County's mission, we provide quality affordable meals, cleaning, shopping, and laundry services;

**WHEREAS,** an Agreement between the Housing Authority of Gloucester County and the **State of New Jersey, Department of Human Services** must be executed for the purpose of securing funding for the Congregate Program and;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Housing Authority of Gloucester County that the Agreement with the **State of New Jersey, Department of Human Services** be and is hereby approved; and

**IT IS FURTHER RESOLVED** that the Executive Director be and is hereby authorized to execute an agreement with the **State of New Jersey , Department of Human Services** for the purpose of funding to provide quality meals and cleaning, shopping and laundry services for disabled and senior residents in need.

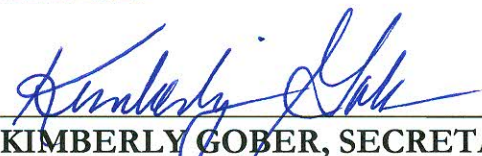
**ADOPTED** at a Meeting of the Housing Authority of Gloucester County, held on the 26<sup>TH</sup> day of April, 2017.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:



KIMBERLY GOBER, SECRETARY

DATED: APRIL 26<sup>TH</sup>, 2017

State of New Jersey  
DEPARTMENT OF HUMAN SERVICES

**BUSINESS ASSOCIATE AGREEMENT**

Between

The New Jersey Department of Human Services  
Division of Aging Services

AND

The Housing Authority of Gloucester County

This Business Associate Agreement (the "Agreement"), is entered into by and between Housing Authority of Gloucester County, (the "Business Associate") and the New Jersey Department of Human Services, Division of Aging Services, (the "Covered Entity") (collectively the "Parties").

WHEREAS, the Parties have entered into the following agreement: Congregate Housing Services Program ("the Underlying Agreement), executed for the period 7/1/17 to 6/30/18; and

WHEREAS, the Business Associate may use, disclose, create, receive, maintain or transmit protected health information ("PHI") on behalf of the Covered Entity in connection with Business Associate's performance of its obligations under the above-referenced Underlying Agreement; and

WHEREAS, the Parties intend to ensure the confidentiality, privacy and security of PHI as required by Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 and the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the HIPAA Regulations), as updated by the Health Information Technology for Economic and Clinical Health (HITECH) Act, enacted under Title XII of the American Recovery and Reinvestment Act of 2009, and other applicable laws; and

WHEREAS, there are no underlying agreements associated with this Agreement other than the above-referenced Underlying Agreement;

**A. Definitions**

Unless otherwise provided for in this Agreement, terms used in this Agreement shall have the same meaning as set for the in HIPAA, HITECH, and the underlying regulations, including but not limited to the following: Availability, Breach, Confidentiality, Data Aggregation, Designated Record Set, Health Care Operations, Individual, Integrity, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, and Use. Specific definitions are as follows:

- a. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164, Subparts A and E.



- b. "Security Rule" shall mean the Standards for Security for the Protection of Electronic Protected Health Information, codified at 45 CFR Parts 160, 162 and 164.

**B. Obligations and Activities of Business Associate**

1. **Security Safeguards.** The Business Associate shall use appropriate safeguards and comply with Subpart C of 45 CFR Part 164, Security Standards to prevent the use or disclosure of Electronic Protected Health Information (ePHI), other than as authorized under this Agreement, and maintain a reasonable and appropriate privacy and security program that includes appropriate administrative, technical, organizational and physical safeguards to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
2. **Breach of Security and Privacy.** The Business Associate agrees to promptly notify the Covered Entity's Privacy Officer, as noted in Section H.45, of any Security Incident involving PHI of which it becomes aware and cooperate with Covered Entity in the investigation. Business Associate will report attempted but unsuccessful Security Incidents that do not result in any unauthorized access, use, disclosure, modification or destruction of PHI, or interference with an information system at Covered Entity's request. In addition, to the extent the information is available, the following information shall be provided to the Covered Entity as soon as possible, but no later than fourteen (14) days after the Business Associate becomes aware of such Security Incident:
  - a. Specify the nature of the unauthorized access, use or disclosure;
  - b. Identify the PHI accessed, used or disclosed;
  - c. Identify the cause the security incident;
  - d. Identify the recipient(s) of the PHI;
  - e. Identify what corrective action took place or will take place to prevent further breaches;
  - f. Explain what was done or will be done to mitigate the harmful effect; and
  - g. Provide any other relevant information Covered Entity may need about a breach.
3. **Mitigation.** The Business Associate agrees to take prompt corrective action to mitigate any harmful effect of any use or disclosure of PHI, or Security Incident that is known to the Business Associate.
4. **Agents.** The Business Associate agrees to ensure that any officer, employee, contractor, subcontractor or agent to whom it provides PHI, which was received, maintained, created, used or transmitted by the Business Associate on behalf of the Covered Entity agrees in writing to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such PHI.
5. **Right of Access to PHI.** The Business Associate agrees to make available PHI in a designated record set maintained by the Business Associate or its agents or

subcontractors to the Covered Entity as necessary to satisfy the Covered Entity's obligations under 45 CFR 164.524 within ten days (10) days of the date of any such request. Business Associate agrees to forward all requests made directly to the Business Associate from individuals seeking access to PHI.

6. **Amendments.** The Business Associate agrees to make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526 within thirty (30) days of such a request, or take other measures as necessary to satisfy the Covered Entity's obligations under 45 CFR 164.526. The Business Associate shall provide written confirmation of the amendment(s) to the Covered Entity. Business Associate agrees to forward all requests made directly to the Business Associate from individuals seeking amendments to PHI.
7. **Access to books and records.** The Business Associate agrees to make its privacy and security program, its internal practices, books and records relating to the use, disclosure and security of PHI under this Agreement and the Underlying Agreement available to the Covered Entity within thirty (30) days of the date of such request, or to the Secretary of the U.S. Department of Health & Human Services, in a time and manner designated by the Secretary.
8. **Accounting of Disclosures.** The Business Associate agrees to maintain and make available the information and/or documentation required to provide an accounting of disclosures as necessary to satisfy the Covered Entity's obligations under 45 CFR 164.528. The Business Associate agrees to provide such information and/or documentation to the Covered Entity within thirty (30) days of a request for an accounting of disclosures. Business Associate agrees to forward all requests made directly to the Business Associate from individuals seeking an accounting of PHI.
9. **Confidential Communications.** Business Associate shall comply with any request from an individual to receive PHI via alternative means or at an alternative location approved by Covered Entity pursuant to 45 CFR 164.522(b), provided that Covered Entity notifies Business Associate in writing of the request
10. **Restrictions.** Business Associate shall comply with any restriction on the use or disclosure of Protected Health Information that Covered Entity has agree to or is required to abide by under 45 CFR 164.522(a) provided that Covered Entity notifies Business Associate in writing of the restriction obligation.
11. **Minimum Retention.** Business Associate will retain the documentation required pursuant to §164.316(b)(1) for six (6) years from the date of its creation or the date when it last was in effect, whichever is later.
12. **Inspect.** The Business Associate agrees that from time to time, upon reasonable notice, it shall allow the Covered Entity or its authorized agents or contractors, to inspect or review the facilities, systems, books, records and procedures of the Business Associate to monitor compliance with this Agreement or any other state or federal security safeguard



review. In the event the Covered Entity, in its sole discretion, determines that the Business Associate has violated any term of this Agreement, the Privacy Rule or Security Rule, it shall so notify the Business Associate in writing. The Business Associate shall promptly remedy the violation of any term of this Agreement and shall certify same in writing to the Covered Entity. The fact that the Covered Entity or its authorized agents or contractors inspect, fail to inspect or have the right to inspect the Business Associate's facilities, systems, books, records, and procedures does not relieve the Business Associate of its responsibility to comply with this Agreement. The Covered Entity's (1) failure to detect, or (2) detection but failure to notify the Business Associate, or (3) failure to require the Business Associate to remediate any unsatisfactory practices, shall not constitute acceptance of such practice or a waiver of the Covered Entity's enforcement rights under this Agreement. Nothing in this paragraph is deemed to waive Section G of this Agreement or the New Jersey Tort Claims Act, NJSA 59:1-1 et seq., as they apply to the Covered Entity

- 13. Cooperation.** The Business Associate shall make itself, and any employees, subcontractors or agents assisting the Business Associate in the performance of its obligations under this Agreement and the Underlying Agreement, available to testify as witnesses or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its officers, employees, based upon a claimed violation of the Privacy Rule, the Security Rule or other law relating to security and privacy, except where the Business Associate or its employee, subcontractor or agent is a named adverse party.
- 14. Response to Subpoena.** In the event Business Associate receives a subpoena or similar notice or request from any judicial, administrative or other party which would require the production of PHI received from, or created for, Covered Entity, Business Associate shall promptly forward a copy of such subpoena, notice or request to Covered Entity to afford Covered Entity the opportunity to timely respond to the demand for its PHI as Covered Entity determines appropriate according to its state and federal obligations.
- 15. Other Obligations.** To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under the Privacy Rule and/or Security Rule, the Business Associate shall comply with the requirements of such rules that apply to the Covered Entity in performance of such obligation(s).

#### **C. Permitted Uses and Disclosures**

- 16. General Uses.** The Business Associate shall not use or disclose PHI other than as permitted or required by the Agreement or as required by law. The Business Associate may use PHI for the functions, activities, or services performed for or on behalf of the Covered Entity as specified in the Contract provided that such use or disclosure would not violate this Agreement, the HIPAA regulations, or the HITECH Act. In the event that this Agreement conflicts with any other written agreement made between the Parties relating to the exchange of PHI, this Agreement shall control.



**17. General Disclosures.** The Business Associate may disclose PHI for proper business management and administration of the Business Associate or to carry out its legal responsibilities provided that such disclosure is required by law, or the disclosure would not violate this Agreement, the Privacy Rule, or Notice of Privacy Practices if done by the Covered Entity, the Business Associate executes a business associate agreement containing the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such PHI with a subcontractor/person receiving the PHI, and the subcontractor/person notifies the Business Associate of any instances of which it is aware that the confidentiality of PHI has been breached. In the event that this Agreement conflicts with any other agreement relating to the access or use or disclosure of PHI, this Agreement shall control.

**18. Use and Disclosure with Subcontractor.** A Business Associate may disclose Protected Health Information to a business associate that is a subcontractor and may allow the subcontractor to create, receive, maintain and transit Protected Health Information on its behalf provided the Business Associate obtains satisfactory assurances in accordance with 45 CFR 164.504.(e)(5). Use and disclosure is limited to the permitted use and disclosures of this agreement or contract.

**19. Minimum Necessary.** Business Associate agrees to limit any use, disclosure, or request for use or disclosure of Protected Health Information to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the Privacy Rule.

**D. Obligations of Covered Entity**

**20. Notice of Privacy Practice.** In accordance with 45 CFR 164.520, the Covered Entity shall notify the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices to the extent that such limitation may affect the Business Associate's use or disclosure of PHI.

**21. Notification of Permissions.** The Covered Entity shall notify the Business Associate of any changes in or revocation of permission by an individual to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.

**22. Notification of Restrictions.** The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

**23. Impermissible Requests by Covered Entity.** The Covered Entity shall not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity or under the Covered Entity's Notice of Privacy Practices or other policies adopted by the Covered Entity pursuant to the Privacy Rule.



#### **E. Term and Termination**

- 24. Term.** This Agreement shall be effective as of the date the Agreement is fully executed and shall remain in effect until all PHI is returned to Covered Entity or destroyed in accordance with the terms of this Agreement.
- 25. Return or Destruction of PHI.** The Business Associate shall return PHI, and any Related Data, to Covered Entity in whatever form or medium that Business Associate received from or created on behalf of Covered Entity. In such case, no copies of such PHI and Related Data shall be retained. PHI and Related Data shall be returned as promptly as possible, but not more than thirty (30) days after the effective date of the conclusion of this Agreement or the Underlying Agreement. Business Associate may destroy PHI and any Related Data provided that Covered Entity has agreed. All PHI and Related Data must be destroyed using technology or a methodology that renders the PHI, or Related Data, unusable, unreadable, or undecipherable to unauthorized individuals as specified by HHS in its guidance at <http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/brguidance.html>. Acceptable methods for destroying PHI or Related Data include: (A) paper, film, or other hard copy media shredded or destroyed in order that PHI or Related Data cannot be read or reconstructed; and (B) electronic media cleared, purged or destroyed consistent with the standards of the National Institute of Standards and Technology (NIST). Redaction as a method of destruction of PHI or Related Data is specifically excluded. This provision shall also apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of PHI
- 26. Infeasible Return or Disposal of PHI.** In the event that the Business Associate determines that returning or destroying the PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. The Covered Entity shall have the discretion to determine whether it is feasible for the Business Associate to return or destroy the PHI. If the Covered Entity determines it is feasible, the Covered Entity shall specify the terms and conditions for the return or destruction of PHI at the expense of the Business Associate. Upon the Covered Entity determining that the Business Associate cannot return or destroy PHI, the rights and obligations of the Parties established under this Agreement, HIPAA and the underlying regulations in regard to PHI shall survive the termination of this Agreement and shall continue, and the Business Associate shall limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI.
- 27. Certification.** Except when determined that the PHI cannot be returned or destroyed, the Business Associate shall provide the Covered Entity with a certification, within thirty (30) days of termination of the Agreement, that neither it nor its subcontractors or agents maintains any PHI received, maintained, created, used or transmitted by the Business Associate on behalf of the Covered Entity under this Agreement, in any form, whether paper, electronic, film or other. The Covered Entity shall acknowledge receipt of such



certification and, as of the date of such acknowledgement, this Agreement shall terminate.

#### **F. Breach Obligations**

**28. Effects of a Material Breach of this Agreement.** Upon the Covered Entity's knowledge of a material breach or violation(s) of any of the obligations under this Agreement by the Business Associate, the Covered Entity shall, at its discretion, either:

- a. Provide an opportunity for the Business Associate to cure the breach; or
- b. End the violation, upon such terms and conditions as the Covered Entity has specified; or
- c. The Covered Entity may terminate this Agreement and require that the Business Associate fully comply with the procedures specified in Section E., "Term and Termination."

#### **G. Indemnification and Release**

**29.** The Business Associate shall assume all risk and responsibility for, and agrees to indemnify, defend and save harmless the Covered Entity, its officers, agents and employees and each and every one of them, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs (including attorneys' fees and costs and court costs), and expenses in connection therewith, on account of loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from the Business Associate's use or misuse of PHI or from any action or inaction of the Business Associate or its officers, employees, agents or contractors with regard to PHI or the requirements of this Agreement, the Privacy Rule or Security Rule. Except in cases where indemnification is not permitted by law, this indemnification clause shall in no way limit the obligations assumed by the Business Associate under this Agreement, nor shall it be construed to relieve the Business Associate from any liability, nor preclude the Covered Entity from taking any other actions available to it under any other provisions of this Agreement, the Privacy Rule or at law.

**30.** Notwithstanding the above, the obligations assumed by the Business Associate herein shall not extend to or encompass suits, costs, claims, expenses, liabilities and judgments incurred solely as a result of actions or inactions of the Covered Entity.

**31.** The Business Associate further acknowledges the possibility of criminal sanctions and penalties for breach or violation of this Agreement or the Privacy Rule pursuant to 42 U.S.C. 1320d-6 and agrees to not seek indemnification from Covered Entity if such are imposed upon the Business Associate.

**32.** The Business Associate shall be responsible for, and shall at its own expense, defend itself against any and all suits, claims, losses, demands or damages of whatever kind or nature, arising out of or in connection with an act or omission of the Business Associate,



its employees, agencies, or contractors, in the performance of the obligations assumed by the Business Associate pursuant to this Agreement. The Business Associate hereby releases the Covered Entity from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under State or federal laws, out of or in connection with the Business Associate's performance of the obligations assumed by the Business Associate pursuant to this Agreement.

33. The obligations of the Business Associate under this section shall survive the expiration of this Agreement.

#### **H. Miscellaneous**

34. **Data Ownership.** Neither the Business Associate nor its agents or subcontractors shall hold any data ownership rights with respect to the Protected Health Information created, used, maintained, or transmitted by the Business Associate for the Covered Entity under this Agreement.
35. **Governing Law.** Except where federal law applies, this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey without regard to principles of conflict of laws.
36. **Regulatory Reference.** A reference in this Agreement to a section in the Privacy Standards, Security Standards, HIPAA or 42 C.F.R. Part 2 means the section as in effect or as amended.
37. **Severability.** The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision.
38. **Amending Agreement.** The Business Associate and the Covered Entity agree to take such action as is necessary to amend this Agreement from time to time in order that the Covered Entity can continue to comply with the requirements of the Privacy and Security Rules and case law that interprets the Privacy and Security Rules. All such amendments shall be in writing and signed by both Parties. The Business Associate and the Covered Entity agree that this Agreement may be superseded by a revised Business Associate Agreement executed between the Parties after the effective date of this Agreement.
39. **Survival.** The respective rights and obligations of the Business Associate and the Covered Entity under Section E, "Term and Termination" shall survive the termination of the Contract. The respective rights and obligations of the Business Associate and the Covered Entity under Section G, "Indemnification and Release", shall survive the termination of this Agreement.
40. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the HIPAA and the HIPAA regulations, as they may be amended or interpreted by a court of competent jurisdiction.

- 41. Disclaimer.** The Covered Entity makes no warranty or representation that compliance by the Business Associate with this Agreement, HIPAA and the HIPAA regulations will be adequate or satisfactory for the Business Associate's own purposes. The Business Associate is solely responsible for all decisions made by the Business Associate regarding the safeguarding of PHI.
- 42. Third Party Beneficiaries.** Nothing expressed or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Business Associate and the Covered Entity, and any successor State agency to the Covered Entity, any rights, remedies, obligations or liabilities whatsoever.
- 43. Individually Identifiable Information.** The Business Associate acknowledges that Social Security numbers and Social Security Administration (SSA) records, information or data regarding individuals (records) are confidential and require safeguarding. Failure to safeguard Social Security numbers and other SSA records can subject the Business Associate and its employees to civil and criminal sanctions under Federal and State laws including the Federal Privacy Act at 5 U.S.C. 552a; Social Security Act sections 205 and 1106 (see 42 U.S.C. 405(c)(2)(C)(viii) and 42 U.S.C. 1306, respectively); and N.J.S.A. 56:8-164. The Business Associate shall ensure that all persons who will handle or have access under this Agreement to any Social Security Number or other SSA record will be advised of the confidentiality of the records; the safeguarding requirements to protect the records and prevent unauthorized access, handling, duplication and re-disclosure of the SSA records; and the civil and criminal sanctions for failure to safeguard the SSA records. The Business Associate shall enact and/or maintain safeguards necessary to protect these records and prevent the unauthorized or inadvertent access to, duplication of or disclosure of a Social Security number or other SSA record.
- 44. Medicaid Information.** The Business Associate acknowledges that all information related to the Children's Health Insurance Program (CHIP) and the Medicaid program is confidential, disclosure must be restricted to purposes directly connected with the administration of the CHIP and Medicaid State Plans, and Business Associate must comply with 42 C.F.R. 431.300 et seq. and N.J.A.C. 10:49-9.7. See also 42 U.S.C. 1396a(a)(7) and N.J.S.A. 30:4D-7.g. The Business Associate shall ensure that all persons who will handle or have access under this Agreement to Medicaid or CHIP information will be advised of the confidentiality of the records and the safeguarding requirements.
- 45. Drug and Substance Abuse Records.** The Business Associate acknowledges that any record that directly or indirectly identifies an individual as a current or former patient of a drug or alcohol program, as those terms are defined at 42 CFR §2.11 is confidential. Confidentiality applies to such records of deceased patients. The Business Associate shall ensure that all persons who will handle or have access under this Agreement to drug or substance abuse information will be advised of the confidentiality of the records, requirements to protect the records and prevent unauthorized access, handling, duplication and re-disclosure, except as permitted under 42 CFR Part 2.



**46. Notice Requirements.** Any notices to be given hereunder shall be made via email, and followed by notice via regular and certified U.S. mail, return receipt requested, and if possible, by facsimile to the addresses and facsimile numbers listed below:

Business Associate: Kimberly Gober, Executive Director  
Housing Authority of Gloucester County  
100 Pop Moylan Boulevard  
Deptford, NJ 08096  
kgober@hagc.org  
856-845-4959  
Fax number: 856-384-9044

Covered Entity:

Walter C. Kowalski, Esq.  
New Jersey Department of Human Services  
PO Box 723  
Trenton, NJ 08625-0723  
Walter.Kowalski@dhs.state.nj.us  
609-631-4747  
Fax number: 609-584-5077

As the Covered Entity is a body corporate and politic of the State of New Jersey, the signature of its authorized representative is affixed below. The undersigned representative of the Covered Entity certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the Covered Entity to this document.

Additionally, the undersigned representative of the Business Associate certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the Business Associate to this document.

Covered Entity:

\_\_\_\_\_  
Signature

Laura Otterbourg  
Acting Director  
Division of Aging Services

Dated: \_\_\_\_\_

Business Associate:

  
\_\_\_\_\_  
Signature

Kim Gober  
Executive Director  
Housing Authority of Gloucester County

Dated: April 26, 2017

State of New Jersey  
Department of Human Services

**SUBJECT:** Standardized Board Resolution Form

**EFFECTIVE:** This policy shall become effective August 1, 2009.

**PROMULGATED:** July 20, 2009

**SUPERCEDES:** Standardized Board Resolution Form, promulgated  
November 21, 2007

**PURPOSE:** The purpose of this policy circular is to standardize the content of the Provider Agency Board Resolutions across all Department of Human Services (DHS) Departmental Components to assure that all of the required obligations are identified and committed to by the Provider Agency Board.

I. SCOPE

This policy circular applies to all DHS Third Party incorporated contracted Provider Agencies, Universities/Colleges and for-profit organizations.

II. POLICY

Periodically Boards of Directors in conducting the business of their organizations attest to their actions or decisions by way of written resolutions. The DHS requires Contract Providers to complete and file the attached standard board resolution when executing a DHS Third Party Social Service Contract.

A. Requirements for completion, updating and submission

The Attachment I, Page 1 is to be completed by the Agency and the same for Attachment II.

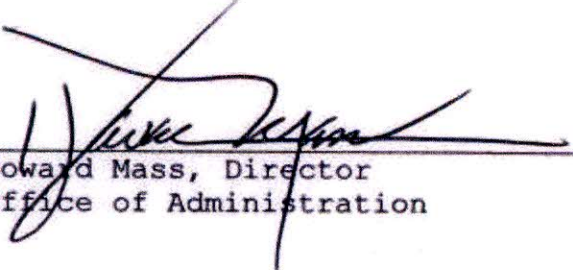
When any changes occur which would affect the contents of the form, the Board is to convene and complete a new Board



Resolution and submit it to the Departmental Component within 10 business days of the change unless otherwise specified in the DHS policy.

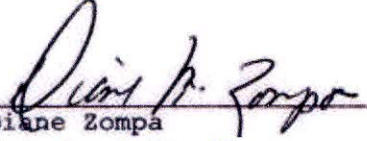
The completed form is to be returned to the Departmental Component with all other required contract documents as part of the contract package. (See Policy Circular P1.01, Documents and Conditions Required for Processing, Executing and Documenting a DHS Third Party Contract.)

Issued by:



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Howard Mass, Director  
Office of Administration



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Diane Zompa  
Chief of Staff  
Department of Human Services

STANDARDIZED BOARD RESOLUTION

The Board endorses the following commitments as defined in this document:

1. Health Insurance Portability and Accountability Act (HIPAA)\*

Specific to HIPAA (Health Insurance Portability and Accountability Act), the above noted Provider Agency is either (check A or B):

       A) a covered entity (as defined in 45 CFR 160.103)

  X   B) a non-covered entity and has executed a DHS Business Associate Agreement (BAA) last dated 4/26/2017.

       C) a non-covered entity that will not be receiving or sharing personal health information.

Once executed, the BAA will be included in the Departmental Component's official contract file. The BAA *will be considered applicable indefinitely* unless there is a change in the Provider Agency's status, information or the content of the BAA, in which case it is the responsibility of the contracted Provider Agency to revise the BAA.

The Board agrees that if there is *any change* in their BAA Status the Departmental Component will be immediately notified and the appropriate information provided within 10 business days.

**\* This section is not applicable for DCF Office of Education Contracts.**

2. Legal Advice

The Board acknowledges that the Department of Human Services does not and will not provide legal advice regarding the contract or about any facet of the relationship between the Department of Human Services and the Provider Agency. The Board further acknowledges that any and all legal advice must be sought from the Provider Agency's own attorneys and not from the Department of Human Services.



DEPARTMENT OF HUMAN SERVICES (DHS)

Standardized Board Resolution Form

Supporting Information for Contract #DOAS18CHSP002 for Contract

Period 7/01/2017 to 6/30/2018.

Agency: Housing Authority of Gloucester County

**Certification:**

We certify that the information contained in, or included with, this contract document is accurate and complete.

William W. Bain, Jr.  
Chairperson, Board of Directors

4/26/2017  
Date

Kimberly Gober  
Executive Director

4/26/2017  
Date

Authorized Signatories for Contract documents, checks and invoices are: (List full name and title) (add additional pages, if needed)

Kimberly Gober  
Name

Executive Director  
Title

Jessica Laine  
Name

Assistant to Executive Director  
Title

Grace Seeney  
Name

Finance Director  
Title

Sonja L. Bennis  
Name

Congregate Coordinator  
Title

**RESOLUTION # 17-30**

**HONORING**  
***Christopher Grupico, Finance Director***  
**For 25 Years of Service**

**WHEREAS**, Christopher Grupico, Finance Director will be retiring, effective April 30<sup>th</sup>, 2017; and

**WHEREAS**, the Housing Authority of Gloucester County acknowledges the outstanding service of Christopher Grupico; and

**WHEREAS**, Christopher Grupico has been a dedicated and loyal employee of the Housing Authority since May 12<sup>th</sup>, 1992 beginning as a Compliance Officer and promoted to Finance Manager in October of 1993; and

**WHEREAS**, in July of 2009 Christopher Grupico was appointed as the Finance Director of the Housing Authority and all its instrumentalities and subsidiaries under the direction of the Executive Director; and

**WHEREAS**, the Housing Authority of Gloucester County recognizes the committed service performed by Christopher Grupico during his 25 years of service, earning the admiration, trust and respect of his co-workers and the Board of Commissioners; and

**NOW, THEREFORE, BE IT RESOLVED** by the Housing Authority of Gloucester County that the immeasurable contributions of Christopher Grupico be and hereby are acknowledged; and

**IT IS FURTHER RESOLVED** that the Housing Authority of Gloucester County Commissioners and staff take great pleasure in expressing their deepest gratitude for the steadfast service performed by Christopher Grupico regarding the finances of the Authority; and

**IT IS FURTHER RESOLVED** that the Housing Authority of Gloucester County wishes to extend heartfelt wishes of good health, happiness and contentment to Christopher Grupico in his years of retirement.

**ADOPTED** at a regular meeting of the Housing Authority of Gloucester County, held on the 26<sup>th</sup> day of April, 2017.

**HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY: 

**WILLIAM W. BAIN, JR., CHAIRMAN**

**ATTEST:**



**KIMBERLY GOBER, SECRETARY**

**DATE: APRIL 26<sup>TH</sup>, 2017**



**RESOLUTION AUTHORIZING EXECUTIVE SESSION IN ORDER  
TO DISCUSS MATTERS FALLING UNDER EXEPTIONS  
TO THE OPEN PUBLIC MEETINGS ACT**

**WHEREAS**, While the Sen. Byron M. Baer Open Public Meetings Act (OPRA, NJSA 10:4-6et seq.) requires all meetings of the Housing Authority of Gloucester County to be held in public, NJSA 10:4-12(b) sets forth nine (9) types of matters that may lawfully be discussed in “Executive Session”, i.e. without the public being permitted to attend and:

**WHEREAS**, the Housing Authority of Gloucester County has determined that \_\_\_\_\_ issues are permitted by NJSA 10:4-12 (b) to be discussed without the public in attendance shall be discussed during an Executive Session to be held on April 26<sup>th</sup>, 2017 at 4:30 P.M. and;

**WHEREAS**, the nine (9) exceptions to public meetings set forth in NJSA 10:4-12(b) are listed below with the number of issues and any additional information shall be written:

- 1) **“Any matter which, by express provision of Federal law, State stature of rule of court shall be rendered confidential or excluded from public discussion”** the legal citation to the provision at issue  
is \_\_\_\_\_ and the nature of the matter described as specifically as possible without undermining the need for confidentiality  
is \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 2) **“Any matter in which the release of information would impair a right to receive funds from the federal government.”** The nature of the matter, described as specifically as possible without undermining the need for confidentiality  
is \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 3) **“Any material the disclosure of which constitutes an unwarranted invasion of privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, healthy, custodial, child protections, rehabilitation, legal defenses, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information relative to the individual’s personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned ( or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly.”** The nature of the matter, described as specifically as possible without undermining the need for confidentiality  
is \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_