

**DEPARTMENT OF CHILDREN AND FAMILIES
AGREEMENT WITH A CONTRACTED STATE ENTITY**

This AGREEMENT shall be effective as of the date recorded on the signature page of this document.

WHEREAS the New Jersey Department of Children and Families (the "Department") has been duly designated under the authority of N.J.S.A. 30:1A-1, 30:1-11, 30:1-12, and 30:1-20 to administer or supervise the administration of social service and training programs and has, in turn, designated the Departmental Component to be directly responsible for the funding, implementation, and administration of such social service and training programs, including the program(s) covered by this Agreement; and

WHEREAS the Departmental Component desires that the Contracted State Entity provide services and the Contracted State Entity has agreed to provide services in accordance with the terms and conditions contained in this Agreement;

THEREFORE, the Departmental Component and the Contracted State Entity identified on the signature page agree as follows:

I. DEFINITIONS

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

Agreement means this document, the additional terms and conditions in DCF-SAGE, and all supporting documents, approved assignments, subcontracts, and modifications. The Agreement constitutes the entire agreement between the parties. Any change or modification to this Agreement must be written and approved in writing by the Departmental Component.

Contracted State Entity means the State organization or unit that enters into a contractual arrangement with a Departmental Component of the Department of Children and Families.

Days means calendar days.

DCF-SAGE means the contract management database containing programmatic and financial information included as terms and conditions of the Contract.

Department means the New Jersey Department of Children and Families. It means, where appropriate from the context, the Division, Commission, Bureau, Office, Unit or other designated component of the Department of Children and Families responsible for the administration of particular Contract programs

Departmental Component means the Office of Contract Administration within the Department of Children and Families that is responsible for the negotiation, administrative

review, approval, and monitoring of certain social services and training Contracts or Agreements.

Expiration means the cessation of the Agreement because its term has ended.

Notice means an official written communication between the Departmental Component and the Contracted State Entity. All Notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the person(s) and address(es) specified for such purpose in DCF-SAGE or to such other person(s) as either party may designate in writing.

The Notice shall also be sent by regular mail and shall be presumed to have been received by the addressee five Days after being sent to the last address known by the Departmental Component or Contracted State Entity.

Termination means an official cessation of this Agreement, prior to the expiration of its term, resulting from action taken by the Departmental Component or the Contracted State Entity, in accordance with provisions contained in this Agreement.

II. BASIC OBLIGATIONS OF THE DEPARTMENTAL COMPONENT

Section 2.01 Payment. Payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the Department in accordance with the time frames specified in DCF-SAGE and/or as otherwise specified by the Departmental Component. Total payments shall not exceed the maximum Contract amount. All payments authorized by the Department under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.04 Audit or on the basis of any Department monitoring or evaluation of the Contract.

III. BASIC OBLIGATIONS OF THE CONTRACTED STATE ENTITY

Section 3.01 Agreement Services. The Contracted State Entity shall provide services to eligible persons in accordance with all specifications contained in this Agreement.

Section 3.02 Reporting. The Contracted State Entity shall submit to the Departmental Component programmatic and financial reports on forms provided by the Departmental Component, as well as any other information requested on the checklist attached hereto as Attachment 2. The reporting frequency and due date(s) shall be specified and sample forms, if applicable, shall be included in the DCF-SAGE and/or otherwise specified by the Departmental Component.

Section 3.03 Compliance with Laws. The Contracted State Entity agrees in the performance of this Agreement to comply with all applicable federal, State, and local laws, rules, and regulations (collectively, "laws"), including but not limited to the following:

- a) State and local laws relating to licensure;
- b) Federal and State laws relating to safeguarding of client information;
- c) The federal Civil Rights Act of 1964 (as amended); P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive orders pertaining to affirmative action and nondiscrimination in public contracts;
- d) The federal Equal Employment Opportunity Act;
- e) Section 504 of the federal Rehabilitation Act of 1973 pertaining to nondiscrimination based on handicap, and regulations thereunder;
- f) The New Jersey Conflicts of Interest Law (N.J.S.A. 52:13D-12 et seq.);
- g) New Jersey Department of Treasury regulations, policies, and procedures; and
- h) DCF policies and procedures (See Section 3.05 of this Agreement).

Failure to comply with the applicable laws, rules, regulations, policies, and procedures referenced above shall be grounds to terminate this Agreement.

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

Section 3.04 Audit. At any time during the Agreement term and up to 7 years after Expiration or Termination of the Agreement, the Contracted State Entity's compliance with specific Agreement provisions and the operations of any assignees or subcontractors engaged by the State Entity under Section 5.03 Assignment and Subcontracts may be subject to audit by the Departmental Component or by any appropriate unit or entity of State or federal government.

Whether or not such audits are conducted during the Agreement term, a final financial and compliance audit of Agreement operations, including the relevant operations of any assignees or subcontractors, may be conducted after Agreement Termination or Expiration. If any audit has been started but not completed or resolved before the end of the 7-year period, the Contracted State Entity continues to be subject to such audit until it is completed and resolved.

Section 3.05 Equal Employment Opportunity. Pursuant to N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27, during the performance of this Contract, the Provider agrees as follows:

- a. The Provider and any subcontractor(s) will not discriminate against any client, employee, or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex.
- b. Except with respect to affectional or sexual orientation and gender identity or expression, the Provider will take affirmative action to ensure that such applicants are recruited and employed by DCF contracted agencies.

- c. The Provider will ensure that equal opportunity is afforded to all employees in recruitment and employment, and that all employees are treated equally during employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, disability, nationality, or sex. Such action shall include, but not be limited to the following:
- Employment;
 - Upgrading;
 - Demotion, or transfer;
 - Recruitment or recruitment advertising;
 - Layoff or termination;
 - Rates of pay or other forms of compensation; and
 - Selection for training, including apprenticeship.
- d. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- e. The Provider and subcontractor(s), in all solicitations or advertisements for employees placed by or on behalf of the Provider shall state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- f. The Provider and subcontractor(s) will send a notice to each labor union or representative with which it has a collective bargaining agreement, other contract, or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Provider's commitments under this act and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
- g. The Provider and subcontractor(s) agree to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A.10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.
- h. The Provider or subcontractor agrees to make a good faith attempt to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract Compliance & EEO pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- i. The Provider or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement

bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

- j. The Provider or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey, and as established by applicable State and federal law and applicable State and federal court decisions.
- k. The Provider and subcontractor agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.
- l. The Provider and its subcontractors shall furnish such reports or other documents to the Department from time to time in order to carry out the purposes of these regulations, and the Department shall furnish such information to the Department of Treasury, Division of Contract Compliance and EEO, as may be requested by the DCF for conducting a compliance investigation pursuant to Subchapter 10 of N.J.A.C.17:27.

Section 3.06 Anti-Discrimination Provisions. Pursuant to N.J.S.A. 10:2-1, during the performance of this Contract, the Provider agrees as follows:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

Section 3.07 Department Policies and Procedures. In the administration of this Agreement the Contracted State Entity, unless otherwise noted in this Agreement, shall comply with all applicable policies and procedures issued by the Department of Children and Families including, but not limited to, the policies and procedures contained in the Department's Contract Reimbursement Manual (as from time to time amended) and the Department's Contract Policy and Information Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to terminate this Agreement.

IV. TERMINATION

This Agreement may be terminated or suspended in accordance with the sections listed below.

Section 4.01 Termination for Convenience by the Departmental Component or Contracted State Entity. The Departmental Component or Contracted State Entity may terminate this Agreement upon 60 Days' written advance Notice to the other party for any reason whatsoever, including lack of funding by the Departmental Component.

The parties expressly recognize and agree that the Departmental Component's ability to honor the terms and conditions of this Agreement is contingent upon receipt of federal funds and/or appropriations of the State legislature. If during the term of this Agreement, therefore, the federal and/or the State government reduce its allocation to the Departmental Component, the Departmental Component reserves the right, upon Notice to the Contracted State Entity, to reduce or terminate the Agreement.

Section 4.02 Default and Termination for Cause. If the Contracted State Entity fails to fulfill or comply with any of the terms or conditions of the Agreement, in whole or in part, the Departmental Component may by Notice place the Contracted State Entity in default status and take any action(s) listed in accordance with Policy P9.05, Contract Default located in the Department's Contract Policy and Information Manual. Notice shall follow the procedures established in the Policy.

Section 4.03 Termination Settlement. When an Agreement is terminated under any of the terms of this Agreement, the Contracted State Entity shall be prohibited from incurring additional obligations of Agreement funds. The Departmental Component may allow costs

which the Contracted State Entity could not reasonably avoid during the Termination process to the extent that said costs are determined to be necessary and reasonable.

The Contracted State Entity and Departmental Component shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.04 Audit.

V. ADDITIONAL PROVISIONS

Section 5.01 Records. The Contracted State Entity must maintain adequate books and records, supporting documents, statistical records, and all other records pertinent to the Agreement. The Contracted State Entity shall retain all such books and records for 7 years after the Expiration or Termination of the Agreement.

The Contracted State Entity's books, records and facilities must be available to the Department or an agent of the State or federal government for the purposes of visitation, inspection, evaluation, or audit. Such visitations, inspections, evaluations, and audits may be at any time and may be announced or unannounced.

If any litigation, claim, negotiation, audit, or other action involving the records has not been resolved, the records must be retained until after such resolution.

Section 5.02 Application of New Jersey Law. This Agreement shall be governed, construed, and interpreted in accordance with the applicable laws of the State of New Jersey including the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.).

Section 5.03 Assignment and Subcontracts. No rights or obligations of the Contracted State Entity under this Agreement, in whole or in part, may be assigned or subcontracted to another entity for any reason without the prior written approval of the Departmental Component. Such consent shall not relieve the Contracted State Entity of its full responsibilities under this Agreement. Consent to the subcontracting of any part of the services shall not be construed to be an approval of said subcontract or any of its terms but shall operate only as an approval of the Contracted State Entity's request for the making of a subcontract between the Contracted State Entity and its chosen subcontractor. All approved assignments and subcontracts shall become part of this Agreement, and the Contracted State Entity shall bear full responsibility, without recourse to the Departmental Component, for its performance. The Contracted State Entity shall forward copies of all assignment and subcontract documents to the Departmental Component and shall retain copies of them on file together with this Agreement.

Section 5.04 Client Fees. Other than as provided for in DCF-SAGE and/or Departmental Component specific policies, the Contracted State Entity shall impose no fees or any other types of charges of any kind upon recipients of Agreement services.

Section 5.05 Modifications and Amendments. If both parties to this Agreement decide to amend or supplement this Agreement, any and all such amendments or supplements shall be in writing, dated and signed by both parties. The amendment or supplement shall incorporate

the entire Agreement by reference and will not serve to contradict, amend, or supplement the Agreement except as specifically expressed in the amendment or supplement. A modification form(s) shall be supplied by the Departmental Component.

Section 5.06 Exercise of Rights. A failure or a delay on the part of the Departmental Component or the Contracted State Entity 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 5.07 Copyrights. The Department reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use any work or materials developed under a Department or federally funded contract or subcontract. The Department also reserves the right to authorize others to reproduce, publish or otherwise use any work or materials developed under said contract or subcontract.

AGREEMENT SIGNATURES AND DATES

The terms set forth in this Agreement supersede any prior Agreements. This agreement governs all executed contracts; and contracts entered into by the state entity and DCF on or after the Agreement's effective date, which is the below date of the contracted state entity's signature. DCF determines the effective date of any contract governed by this document, which is the date compensable services may begin. Oral evidence tending to contradict, amend or supplement the agreement is inadmissible. The Agreement has been read and understood by the persons whose signatures appear below and the parties agree to comply with its terms and conditions.

DEPARTMENT

CONTRACTED ENTITY

Contact Person: _____

Contact Person: _____

Title: _____

Title: _____

Telephone: _____

Telephone: _____

AGREEMENT SIGNATURES

(Name of DCF Signatory)

(Name of Contracted Entity Signatory)

(Title)

(Title)

(Date)

(Date)