

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
INDIVIDUAL PROVIDER AGREEMENT FOR SERVICES

This is an Agreement between the Department of Children and Families (“the Department”) and an Individual Provider (the “Provider”). This Agreement is effective on the date of the provider’s signature written on the signature page below.

According to New Jersey Law (N.J.S.A. 30:1A-1, 30:1-11, 30:1-23, and 30:1-20), the Department has the authority to administer or supervise social service programs.

The Department may, in turn, designate a Departmental Component to be directly responsible for the funding, implementation, and administration of certain social service and training programs, including the program(s) covered by this Agreement.

The Department wants the Provider to provide services and the Provider has agreed to deliver services, according to the terms and conditions contained in this Agreement.

The Department and the Provider agree as follows:

I. DEFINITIONS

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

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 Contract because its term has ended.

Notice means an official written communication between the Department and the

Individual Provider. All Notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the persons and addresses specified for such purpose in DCF-SAGE or to such other persons as either party may designate in writing.

The Notice shall also be sent by regular mail and be presumed to have been received by the addressee five days after being sent to the last known address known by the Department.

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 DEPARTMENT

Section 2.01 Payment Rate. After proper documentation has been received, the Department will pay the Provider for Agreement services delivered. The Department will pay the Provider at the payment rate specified in the contract documents. This rate: a) will be no more than that charged to the Provider's most favored customer for the same services under the same circumstances; and b) will be no more than the current rate paid in the area, for the same service under the same circumstances.

Section 2.02 State Approval and Licensure. The Provider will not be paid for services unless the Department has evaluated and approved the Provider's facility and service operations beforehand. Specific licensing requirements and standards if applicable to this Agreement are referenced in DCF-SAGE and/or in Department regulations and policies.

III. BASIC OBLIGATIONS OF THE PROVIDER

Section 3.01 Agreement Services. The Provider will deliver services as described in this Agreement.

Section 3.02 Reporting. The Provider shall submit to the Department programmatic and financial reports on forms provided by the Department and within the stated time parameters. The reporting frequency and due date(s) are specified and sample forms to be used are included in DCF-SAGE, or otherwise made available by the Departmental Component.

Section 3.03 Compliance with Laws. The Provider agrees to abide by all applicable federal, State, and local laws, rules, and regulations, including but not limited to the following:

- a. State and local laws relating to licensure; federal and State laws relating to safeguarding of client information;
- b. The federal Civil Rights Act of 1964 (as amended);

- c. 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 New Jersey Law Against Discrimination (LAD) (N.J.S.A. 10:5-1 et seq.)
- e. Section 504 of the federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap, and regulations thereunder;
- f. The Americans With Disabilities Act (ADA), 42 U.S.C. 12101 et seq.; and
- g. Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b)

Failure to comply with the laws, rules and regulations referenced above shall be grounds for Termination of this Contract for cause.

Section 3.04 Business Associate Agreements and State Confidentiality Statutes. DCF is a covered entity pursuant to the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C.A. §1320d et seq. (HIPAA); 45 CFR Parts 160 and 164. Before a Provider obtains or is permitted to access, to create, maintain or store Protected Health Information (PHI) as part of its responsibility under this Contract, the Provider shall first execute a Department of Children and Families Business Associate Agreement (BAA). A Provider Agency, whose work under this Contract does not involve PHI is not required to execute a BAA. DCF shall have the sole discretion to determine when a Provider's work will involve PHI. Protected Health Insurance shall have the same meaning as in 45 CFR 160.103.

Providers that enter any subcontract where the work for the subcontract involves an individual's PHI shall require its subcontractor to execute a BAA that meets all the requirements of HIPAA, including those in 45 CFR 164.504(e). A standard form of BAA is available for a Provider's use from the Department. If the BAA is breached by the Provider, or its subcontractor, the Provider shall notify the Department within 24 hours of the breach. The Department may, in its sole discretion and at any time, request a BAA compliance audit or investigation of the Provider or its subcontractor with which the Provider Agency has entered into a BAA. The Provider shall cooperate with all Department requests for a BAA compliance audit and/or investigation and shall require that its subcontractor cooperate with all Departmental requests for BAA compliance audits and investigations.

Section 3.06 Set-Off for State Tax and Child Support. Pursuant to N.J.S.A. 54:49-19, if the Provider is entitled to payment under the Contract at the same time as it is indebted for any State tax (or is otherwise indebted to the State) or child support, the State Treasurer may set off that payment by the amount of the indebtedness.

Section 3.07 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 3.08 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 3.09. Executive Order No. 189. Executive Order No. 189 establishes the expected standard of responsibility for all parties that enter into a Contract with the State of New Jersey. All such parties must meet a standard of responsibility that assures the State and its citizens that such parties will compete and perform honestly in their dealings with the State and avoid conflicts of interest.

In compliance with Paragraph 3 of Executive Order No. 189, no Provider shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e, in the Department of the Treasury or any other agency with which such Provider transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i, of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

The solicitation of any fee, commission, compensation, gift, gratuity, or other thing of value by any State officer or employee or special State officer or employee from any Provider shall be reported in writing forthwith by the Provider to the Attorney General and the Executive Commission on Ethical Standards.

No Provider may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Provider to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A.

52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actual, or appearance of a conflict of interest.

No Provider shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

No Provider shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Provider or any other person.

The provisions cited above shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with Providers under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate.

Section 3.10 Insurance. The Provider will maintain adequate insurance coverage, as defined by the Department.

Section 3.11 Audit. The Provider's overall operation may be audited by the Department.

Section 3.12 Department Policies and Procedures. In the administration of this Contract, the Provider shall comply with all applicable policies and procedures issued by the Department including, but not limited to, the policies and procedures contained in the Department's Contract Reimbursement Manual (as from time to time amended) and the Department's Contract Policy and Information Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to Terminate this Contract.

IV. RECORD KEEPING

Section 4.01 Access to Records and Facilities. The Provider's services, books, records, and facilities must be made 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.

Section 4.02 Retention of Records. The Provider will keep all Agreement records for a period of four years after the Provider's submission of the final report. After termination of the Agreement, and if there is no successor Agreement, the Department may request that all confidential records be sent to the Department for safekeeping.

Section 4.03 Confidentiality. The Provider will safeguard and treat as confidential information concerning persons referred by the Department to the Provider for social services. Such information may be disclosed only with the written consent of the individual or his/her legal guardian, or, if required, by a court of law.

V. REDUCTION AND TERMINATION

Section 5.01. Termination for Convenience by the Department or Provider Agency. The Department or Provider Agency may Terminate this Contract upon 60 Days written advance Notice to the other party for any reason whatsoever.

The parties expressly recognize and agree that the Department's ability to honor the terms and conditions of this Contract is contingent upon receipt of federal funds and/or appropriations of the State legislature. If during the term of this Contract, therefore, the federal and/or the State government reduces its allocation to the Department, the Department reserves the right, upon Notice to the Provider Agency, to reduce or Terminate the Contract

Section 5.02 Termination for Cause. The Department will notify the Provider in writing if services are not provided adequately or if the Provider is not in compliance with any provision(s) of this Agreement. If conditions are not corrected within a specified period of time, the Department may reduce the Agreement funding or terminate the Agreement.

The above notwithstanding, the Department may immediately upon Notice Terminate the Contract prior to its expiration, in whole or in part, whenever it is determined that the Provider Agency has jeopardized the safety and welfare of the Department's clients, materially failed to comply with the terms and conditions of the Contract, or whenever the fiscal or programmatic integrity of the Contract has been compromised. The Notice of Termination shall state the reason for the action(s); the Provider Agency's informal review options, time frames, and procedures; the effective date of the Termination; and the fact that a request for a review of the decision for action(s) does not preclude the determined action(s) from being implemented.

Section 5.03 Reduction or Termination Due to Fiscal Constraints. The parties expressly recognize and agree that the Department's ability to honor the terms and conditions of this Contract is contingent upon receipt of federal funds and/or appropriations of the State legislature. If during the term of this Contract, therefore, the federal and/or the State government reduces its allocation to the Department, the Department reserves the right, upon Notice to the Provider Agency, to reduce or Terminate the Contract

VI. MISCELLANEOUS

Section 6.01 Application of New Jersey Law. This Agreement will be governed and interpreted according to the laws of the State of New Jersey including the New Jersey Contractual Liability Act (N.J.S.A 59:13-i et seq.).

Section 6.02 Subcontracts. The Provider will not subcontract Agreement services unless the terms and conditions of the service specify the service will be subcontracted or unless the Department gives its written approval. The Provider is responsible for the performance of any subcontractor.

Section 6.03 Client Fees. Unless specified in DCF-SAGE or elsewhere by the Department, the Provider will not impose fees or charges of any kind upon persons or families of persons receiving Agreement services.

Section 6.04 Indemnification. The Provider will defend, indemnify, and otherwise hold harmless the State of New Jersey, its agencies, departments, bureaus, boards, officials, and employees from any and all claims or actions at law, due to personal injury, property damage or liabilities, including the costs of defense related to the services provided under this Agreement and which:

- a) arise from acts or omissions, whether negligent or not, of the Provider or its agents, employees, servants, -subcontractors, material suppliers or others working for the Provider irrespective of whether such risks are within or beyond the control of the Provider, or
- b) arise from any failure to perform the Provider's obligations under this Agreement or any improper performance.

The State also reserves the right to provide its own attorney(s) to assist in the defense of any legal actions against the State which may arise as a result of this Agreement.

Section 6.05 Statement of Non-Influence. In signing this Agreement, the Provider certifies that no person employed by the State of New Jersey has been or will be paid any amount of money or given any gift in order to influence the negotiations of awarding of this Agreement.

Section 6.06 Entire Agreement. This Agreement contains all the terms and conditions agreed to by the Provider and the Department. Any changes in this Agreement must be written and must be approved by the Department. The title(s) of the person(s) authorized to sign this Agreement or approve any changes is specified in DCF-SAGE or elsewhere by the Department.

AGREEMENT SIGNATURES AND DATES

The terms of this Agreement supersede any prior Agreement. This Agreement governs all executed contracts; and contracts entered into by the undersigned individual provider and DCF on or after the Agreement's effective date, which is the below date of the individual provider'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 the Agreement’s terms and conditions.

BY: _____
(Signature)

(Print Name)

TITLE: _____

DEPARTMENTAL
COMPONENT: _____

DATE: _____

BY: _____
(Signature)

(Print Name)

TITLE: _____

INDIVIDUAL
PROVIDER: _____

DATE: _____