

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
NOTICE OF STANDARD CONTRACT REQUIREMENTS,  
PROCESSES AND POLICIES  
FOR SOCIAL SERVICE AND TRAINING CONTRACTS  
(Revised September 16, 2022)**

**I. Organizations awarded contracts are required to comply with:**

- A. the terms and conditions of the Department of Children and Families' (DCF) contracting rules and regulations as set forth in the appropriate agreement, as determined by DCF, which is either the Standard Language Document (SLD), or the Individual Provider Agreement (IPA), or the Department Agreement with a State Entity. Contractors may view these items on the internet at: <https://www.nj.gov/dcf/providers/contracting/forms/>
- B. the terms and conditions of the policies of the Contract Reimbursement Manual and the Contract Policy and Information Manual. Contractors may review these items on the internet at: <https://www.nj.gov/dcf/providers/contracting/manuals>
- C. all applicable State and Federal laws and statutes, assurances, certifications, and regulations.
- D. the Equal Employment Opportunity (EEO) requirements of the State Affirmative Action Policy, N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.
- E. the laws relating to Anti-Discrimination, including N.J.S.A 10:2-1, Discrimination in Employment on Public Works.
- F. the confidentiality rules and regulations related to the recipients of contracted services including, but not limited to:
  - 1. Complying with 42 CFR Part 2 Confidentiality of Substance Use Disorder Patient Records.
  - 2. Maintaining client specific and patient personal health information (PHI) and other sensitive and confidential information in accordance with all applicable New Jersey and Federal laws and regulations including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
  - 3. Safeguarding the confidentiality of case information as mandated by N.J.S.A 9:6-8.10a, with the understanding that the release of any such information may be in violation of State law and may result in disciplinary, civil, or criminal actions pursuant to N.J.S.A. 9:6-8.10b.
  - 4. Ensuring the content of every contractor's web site protects the confidentiality of, and avoids misinformation about, the youth served and provides visitors with a mechanism for contacting upper administrative staff quickly and seamlessly.

- G. the terms of Executive Order No. 291 (EO 291) issued March 7, 2022, and DCF Administrative Order 14 titled Limitations on Activity Involving Russia, Belarus, and Ukraine, prohibiting the use of DCF funds to knowingly procure goods or services from any entity owned by, or closely tied to, the governments of Russia or Belarus, their instrumentalities, or companies investing directly in the same. In addition, every entity contracting with the State must submit to DCF a copy of a signed certification that it is not engaged in prohibited activities in Russia or Belarus, as defined in L.2022, c.3 (S1889). The certification is available at: [Certification.on.Non-Involvement.Prohibited.Activites.in.Russia.or.Belarus.pdf \(nj.gov\)](https://www.nj.gov/treasury/procurement/pdfs/Certification.on.Non-Involvement.Prohibited.Activites.in.Russia.or.Belarus.pdf)
- H. the requirement of N.J.S.A. 52:34-15 to warrant, by signing this document, that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. If a breach or violation of this section occurs, the State shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.
- I. the requirement of N.J.S.A. 52:15C-14(d) to provide, upon request by the State Comptroller, prompt access to all relevant documents and information as a condition of the contract and receipt of public monies, and the requirement of N.J.A.C. 17:44-2.2 to maintain all documentation related to products, transactions, or services under this contract for a period of five years from the date of final payment.

## **II. Organizations awarded contracts are advised:**

- A. As noted in Section 5.12 of the SLD, or in Section 5.03 of the IPA, the initial provision of funding and the continuation of such funding under this contract is expressly dependent upon the availability to DCF of funds appropriated by the State Legislature and the availability of resources. Funds awarded under this contract program may not be used to supplant or duplicate existing funding. If any scheduled payments are authorized under this contract, they will be subject to revision based on any audit or audits required by Section 3.13 Audit of the Standard Language Document (SLD) and the contract close-out described in: [Contract Closeout - CON-I-A-7-7.01.2007 \(nj.gov\)](#)
- B. Any software purchased in connection with the proposed project must receive prior approval from the New Jersey Office of Information Technology.
- C. Any data collected or maintained through the implementation of the proposed program shall remain the property of DCF.

- D. Contractors shall maintain a financial management system consistent with all the requirements of Section 3.12 of the SLD or the IPA.
- E. As defined in N.J.S.A. 52:32-33, contractors are encouraged to notify their employees, through information and materials or through an organ and tissue awareness program, of organ donation options. The information provided to employees shall be prepared in collaboration with the organ procurement organizations designated pursuant to 42 U.S.C. §1320 b-8 to serve in this State.
- F. DCF endorsed the Prevent Child Abuse of New Jersey's (PCANJ) Sexual Abuse Safe-Child Standards (Standards) as a preventative tool for contractors working with youth and children to reference when implementing policies and procedures to minimize the risks of the occurrence of child sexual abuse. The Standards are available on the internet at: <https://www.nj.gov/dcf/SafeChildStandards.pdf>
- G. NJ Rev Stat § 9.6-8.10f (2017) requires DCF to conduct a check of its child abuse registry for each person who is seeking employment in any facility or program that is licensed, contracted, regulated, or funded by DCF to determine if the person is included on the child abuse registry as a substantiated perpetrator of child abuse or neglect. Contractors are to utilize the Child Abuse Record Information (CARI) Online Application to set-up a facility account by visiting: <https://www.njportal.com/dcf/cari>
- H. DCF staff may conduct site visits to monitor the progress and problems of its contractors in conforming to all contract requirements and in accomplishing its responsibilities. The contractor may receive a written report of the site visit findings and may be expected to submit a plan of correction, if necessary, for overcoming any problems found. Corrective Action Plan (CAP) requirements, timeframes and consequences are explained in the DCF policy found on the internet at: [https://www.nj.gov/dcf/policy\\_manuals/CON-I-A-8-8.03\\_issuance.shtml](https://www.nj.gov/dcf/policy_manuals/CON-I-A-8-8.03_issuance.shtml)
- I. Contractors must have the ability to maintain the full operational census specified in the contract, and to submit timely service reports for Contracted Level of Service (CLOS) utilization in the format and at the time DCF requests.
- J. Contractors awarded contracts must have the ability to achieve full operational census within the time DCF specifies. Extensions may be available by way of a written request to the Contract Administrator, copied to the DCF Director managing the contracted services.
- K. As noted in Section 4.01 of the SLD or the IPA, DCF or the contractor may terminate this contract upon 60 days written advance notice to the other party for any reason whatsoever.
- L. DCF will advise contractors of the documents and reports in support of this contract that they must either timely submit or retain on-site as readily available upon request. The contractor also shall submit all required programmatic and financial reports in the

format and within the timeframes that DCF specifies as required by Section 3.02 of the SLD or IPA. Changes to the information in these documents and reports must be reported to DCF. Contractors are under a continuing obligation, through the completion of any contract with the State, to renew expired forms filed with the NJ Department of Treasury and to notify Treasury in writing of any changes to the information initially entered on these forms. Failure to timely submit updated documentation and required reports may result in the suspension of payments and other remedies including termination.

**III. Organizations awarded contracts for the provision of certain types of services additionally shall be aware of the following:**

- A. If services are provided at licensed sites, contractors must meet all DCF, and other applicable Federal, Licensure Standards.
- B. If services are paid with Medicaid funds, contractors must have the demonstrated ability, experience, and commitment to enroll in NJ Medicaid, and subsequently submit claims for reimbursement through NJ Medicaid and its established fiscal agent, within prescribed times.
- C. If services are paid with federal funds (including Medicaid funds), contractors must adhere to the provisions set forth in the Rider for Purchases funded in whole or in part, by federal funds. <https://www.nj.gov/dcf/providers/contracting/forms/RIDER-For-Purchases-Funded-by-Federal-Funds.pdf>
- D. If services are provided by programs licensed, contracted, or regulated by DCF to individuals with developmental disabilities, contractors must comply with:
  - 1. the Central Registry of Offenders against individuals with Developmental Disabilities law, N.J.S.A 30:6D-73 et seq. (Individuals on the Central Registry are barred from working in DCF-funded programs for persons with developmental disabilities. If you are not registered to access the Central Registry, DCF will facilitate the qualified applicant's registration into this system after the award of a contract.); and
  - 2. Danielle's Law:  
(<https://www.state.nj.us/humanservices/dds/documents/fireprocurement/ddd/Danielle%27s%20Law.pdf>)
- E. If services are to be administered by the Contracted System Administrator (CSA), contractors must conform with, and provide services under, protocols that include required documentation and timeframes established by DCF and managed by the CSA. The CSA is the single point of entry for these services and facilitates service access, linkages, referral coordination, and monitoring of CSOC services across all child-serving systems. Contractors of these services will be required to utilize "Youth Link",

the CSOC web-based out-of-home referral/bed tracking system process to manage admissions and discharge after being provided training.

- F. If services are to be provided to youth and families who have an open child welfare case due to allegations of abuse and neglect, then contractors shall deliver these services in a manner consistent with the DCF Case Practice Management Plan (CPM) and the requirements for Solution Based Casework (SBC), an evidence-based, family centered practice model that seeks to help the family team organize, prioritize, and document the steps they will take to enhance safety, improve well-being, and achieve permanency for their children. SBC provides a common conceptual map for child welfare case workers, supervisors, leadership, and treatment providers to focus their efforts on clear and agreed upon outcomes. DCF may require contractors to participate in DCF sponsored SBC training, and to be involved in developing plans with the consensus of other participants, incorporating the elements of the plans into their treatment, participating in Family Team Meetings, and documenting progress and outcomes by race, age, identified gender, and other criteria DCF deems relevant and appropriate.
- G. If services provided under a DCF contract are for mental health, behavioral health, or addictions services by a contractor with at least 10 regular full-time or regular part-time employees who principally work for the contractor to provide those services, then P.L. 2021, c.1 (N.J.S.A. 30:1-1.2b) requires the contractor to:
  - 1. submit no later than 90 days after the effective date of the contract an attestation: (a) signed by a labor organization, stating that it has entered into a labor harmony agreement with such labor organization; or (b) stating that its employees are not currently represented by a labor organization and that no labor organization has sought to represent its employees during the 90-day period following the initiation or renewal of the contract; or (c) signed by a labor organization, stating that it has entered into an agreement or binding obligation to be maintained through the term of the contract that provides a commitment comparable to a labor harmony agreement, as defined in section 4 of P.L.2021, c.1 (N.J.S.A. 30:1-1.2c). The required attestation is submitted to ensure the uninterrupted delivery of services caused by labor-management disputes and is a condition of maintaining a DCF contract. The failure to submit it shall result in DCF's issuance of a financial recovery and a Corrective Action Plan (CAP). Should the contractor not adhere to the terms of the CAP, DCF shall cancel or not renew the contract upon obtaining a replacement contractor to assume the contract or otherwise provide the services. An extension of the 90-day deadline shall be warranted if a labor organization seeks to represent a contractor's employees after the contract is renewed or entered into, but within the 90-day period following the effective date of the contract. The Commissioner of DCF may review any interested person's report of a failure by the contractor to adhere to these requirements and upon finding that a covered contractor failed to adhere to the requirements shall take corrective action which may include a CAP, financial recovery, and cost recoupment, and

cancelling or declining to renew the contract. Should the covered contractor fail to engage in or complete corrective action, the Commissioner of DCF shall cancel or decline to renew the contract; and

2. make good faith efforts to comply with COVID-19 minimum health and safety protocols issued by DCF to adequately ensure the safety of the contractors, employees, and service recipients until the 366<sup>th</sup> day following the end of the public health emergency and state of emergency declared by the Governor in Executive Order No. 103 of 2020. The Commissioner of DCF shall take into account, prior to awarding or renewing any contract, any prior failures reported by any interested party to demonstrate a good faith effort to contain, limit, or mitigate the spread of COVID-19 among the covered contractor's employees or service recipients and require at a minimum the submission of a CAP to contain, limit, or mitigate the spread of COVID-19 cases. Should the contractor fail to implement a plan or repeatedly fail to demonstrate good faith efforts to contain, limit, or mitigate the spread of COVID-19, the Commissioner shall act, including financial penalties or cancellation or non-renewal of the contract.

H. If a contract includes the allocation and expenditure of COVID-19 Recovery Funds, then it is covered by Executive Order No. 166 (EO166), which was signed by Governor Murphy on July 17, 2020. The Office of the State Comptroller ("OSC") is required to make all such contracts available to the public by posting them on the New Jersey transparency website developed by the Governor's Disaster Recovery Office (GDRO Transparency Website), and by subjecting them to possible review by an Integrity Monitor.

**By my signature below, I hereby confirm I am authorized to sign this document on behalf of my organization. I have read, understand, and have the authority to ensure my organization will comply with the terms and conditions of providing services under my contracts with DCF as described in the text and referenced documents above. The terms set forth in this document govern all executed contracts with DCF and contracts to be entered into with DCF in the future.**

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Provider:** \_\_\_\_\_

**Date:**

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