

State of New Jersey

DEPARTMENT OF CHILDREN AND FAMILIES PO BOX 729 TRENTON, NJ 08625-0729

CHRISTINE NORBUT BEYER, MSW Commissioner

October 4, 2022

Hackensack Meridian Health Mr. Robert Garrett 343 Thornall Street Hackensack, NJ 08837 OfficeoftheCEO@hmhn.org

Dear Mr. Garrett:

I am pleased to advise you that your application for the "American Rescue Plan Supplemental Funding for Community-Based Prevention Programs" has been selected for consideration to be funded for the amount of \$735,742.00 by the Department of Children and Families.

Funding will become available upon the Department's execution of the contract, which follows its review and acceptance of required documentation and its negotiation of any unresolved issues.

Please note that the execution of this contract is contingent upon the resolution through negotiation of the following unresolved issue(s):

- Provide clarification of program partners and their role in implementation.
- Provide an implementation timeline for the proposed project to show the timing of NHZ rolling out to partner locations.
- Audrey Hepburn Children's House (AHCH) is a treatment facility that addresses medical and mental health to infants, children and adolescents who are suspected victims of abuse. It is stated the proposed program will run out of AHCH. CBCAP only funds primary and secondary prevention efforts. Please clarify that proposed services will fit this definition. Link to the AHCH raised concerns about tertiary prevention.
  - Clarify how and with whom they will do the parenting education.
  - Please explain how the proposed program (the parenting education workshops) will be made available to the general population.
     Where will the parenting education workshops be held? Would it be at the AHCH?
  - Please explain how parents will be engaged in the various tiers of the program, from receiving a distraction backpack to participating in the parenting education.

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PHILIP MURPHY Governor

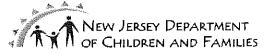
SHEILA Y. OLIVER Lt. Governor The Office of Contract Administration will be contacting you within the next few weeks to initiate the next steps of the process and answer any questions you may have.

On behalf of the Department of Children and Families, I congratulate you on the quality of your application and thank you for your commitment to the individuals we serve.

Sincerely,

Christene Breeger

Christine Norbut Beyer, MSW Commissioner



#### **Schedule of Estimated Claims**

 Third Party Contract Summary Report - Page 1 of 2

 Provider
 HMH Hospitals Corp

CPP FCP

10/1/2022

23REBP

Provider Division Contract Dates

to 9/30/2025

#### **Contract Characteristics**

Reporting Requirements

None Monthiy Quarteriy

Advance Payments

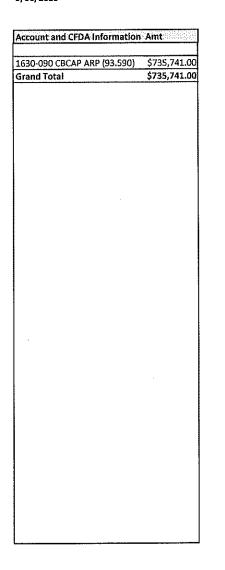
| ✓ None | Monthly

Type of Contract

Cost Related

#### Reimbursement Type

Periodic Reported Expenditures
Installments
Provisional
Fixed Rate



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DCF Contract Supervisor Signat Dat

SEC - ver 12/21/22

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#### **Schedule of Estimated Claims**

Third Party Contract Summary Report - Page 2 of 2

Provider	HMH Hospitals Corp	p	
Division	CPP		
Contract	23REBP		
Dates	10/1/2022	to	9/30/2025

#### Original Contract Celling -38 \$735,741.00 Contract Modifications \$0.00 Mod 1 Mod 2 \$0.00 \$0.00 Mod 3 \$0.00 Mod 4 Mod 5 \$0.00 Mod 6 \$0.00 \$0.00 Mod 7 \$0.00 Mod 8 \$0,00 Mod 9 \$0.00 Mod 10 \$0.00

#### Total Contract Celling \$735,741.00

#### Total Match Amount \$0.00

Amended Contract Ceiling \$735,741.00

Payments by Mon	thia and the second
2022 October	\$20,437.00
2022 November	\$20,437.00
2022 December	\$20,437.00
2023 January	\$20,437.0D
2023 February	\$20,437.00
2023 March	\$20,437.00
2023 April	\$20,437.00
2023 May	\$20,437.00
2023 June	\$20,439.00
2023 July	\$20,437.00
2023 August	\$20,437.00
2023 September	\$20,437.00
2023 October	\$20,437.00
2023 November	\$20,437.00
2023 December	\$20,437.00
2024 January	\$20,437.00
2024 February	\$20,437.00
2024 March	\$20,437.00
2024 April	\$20,437.00
2024 May	\$20,437.00
2024 June	\$20,440.00
2024 July	\$20,437.00
2024 August	\$20,437.00
2024 September	\$20,437.00
2024 October	\$20,437.00
2024 November	\$20,437.00
2024 December	\$20,437.00
2025 January	\$20,437.00
2025 February	\$20,437.00
2025 March	\$20,437.00
2025 April	\$20,437.00
· 2025 May	\$20,437.00
2025 June	\$20,440.00
2025 July	\$20,437.00
2025 August	\$20,437.00
2025 September	\$20,438.00
Grand Total	\$735,741.00

Payments l	y/State Fis	cal Year *
2023	1630-090	\$183,935.00
2024	1630-090	\$245,247.0
2025	1630-090	\$2,45,247.0
2026	1630-090	\$61,312.0
Grand Total		\$735,741.0

\* Please note, if this SEC contains mortgage repayment(s) those deductions are reflected.



#### Component 1 **Schedule of Estimated Claims Third Party Contracts**

**Contract Administrator** 

Contract Start 10/1/2022

Type of Funding

SEC - ver 12/21/22

Contract End

Annualized

9/30/2025

Provider Name HMH Hospitals Corp

Component Name Community Prevention Direct Service

Division CPP FCP

Type of Funding	Annualized			
1630-090 CBCAP ARP (93.590)				
	Month	YY	Amount	
	July	22		
Enter	August	22		
Mod #	September	22		
1 thro 10	October	22	\$20,437.00	
above.	November	22	\$20,437.00	
If new or renewal	December	22	\$20,437.00	
leave	January	23	\$20,437.00	
blank	February	23	\$20,437.00	
Match	March	23	\$20,437.00	
Required?	April	23	\$20,437.00	
No	May	23	\$20,437.00	
	June	23	\$20,439.00	
0.0%		Total	\$183,935.00	

1630-090 CBCAP ARP (93.590)				
	Month	YY	Amount	
	July	25	\$20,437.00	
nter	August	25	\$20,437.00	
od #	September	25	\$20,438.00	
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ired?				
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0				
0.0%		Total	\$61,312.00	

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	Month	YY	Amount	
Enter				
Mod #				
1 thru 10				
above.		+		
If new or 🗕		++		
renewal 🖵				
leave				
blank				
Vlatich Required?				
(enter				
Yes/No)				
0.0%		Total	\$0.00	

Component Match Percentage	0.00%
Component Match Amount	\$0.00
Original Component Ceiling	\$735,741.00
Modifications to Component Ceiling	\$0.00
Total Component Ceiling	\$735,741.00

Mod 1	\$0.00	Mod 6	\$0.00
Mod 2	\$0.00	Mod 7	\$0.00
Mod 3	\$0.00	Mod 8	\$0.00
Mod 4	\$0.00	Mod 9	\$0.00
Mod 5	\$0.00	Mod 10	\$0.00

Type of Punding	Annualized			
1630-090 CBCAP ARP (93.590)				
	Month	YY	Amount	
	July	23	\$20,437.00	
Enter	August	23	\$20,437.00	
Mod #	September	23	\$20,437.00	
1 thre 10	October	23	\$20,437.00	
above.	November	23	\$20,437.00	
If new or renewal	December	23	\$20,437.00	
leave	January	24	\$20,437.00	
blank	February	24	\$20,437.00	
Match	March	24	\$20,437.00	
Required?	April	24	\$20,437.00	
No	May	24	\$20,437.00	
	June	24	\$20,440.00	
0.0%		Total	\$245,247.00	

		1630-090 CBCAP ARP (93.590)		
		Month	YY	Amount
00		July	24	\$20,437.00
00	Enter	August	24	\$20,437.00
00	Mod #	September	24	\$20,437.00
00	1 thrs 10	October	24	\$20,437.00
	above. If new or	November	24	\$20,437.00
.00	renewal	December	24	\$20,437.00
.00	leave	January	25	\$20,437.00
00 00 00	blank	February	25	\$20,437.00
.00:	Match	March	25	\$20,437.00
.00	Required?	April	25	\$20,437.00
	No	May	25	\$20,437.00
.00 .00		June	25	\$20,440.00
.00	0.0%		Total	\$245,247.00

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	Month	YY	Amount	
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leave				-
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Required?				1
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Yes/No)			
0.0%		Total	\$0.00

Type of		épresidenti		S	19.0010.00
Funding	enter Type	of Funding	here from	n drop-	down)
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(enter Account with CFDA from drop-down)

-	Month	YY	Amount
Enter			
Mod #			
1 thru 10			
above.			
renewal			
leave			
blank			
Match			
Required?			
(enter			
Yes/No)			_
0.0%		Total	\$0.00

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#### NOTES:

New contract total funding \$735,741 annualized \$245,247 funding three year funding period 10/1/2022 - 9/30/2025. DCF- FCP

must approve the carry forward of unspent funds from one contract term to the next, up and until 9/30/2025. Total funds available must be obligated by 9/30/2025; provider must submit final ROEs no later

than 11/14/2025.

0.0%		Total	\$245,247.00	
Type of Funding	enter Type	of Funding	here from drop-	down)
(enter A	ccount with	APU#/Fur down)	iding Source from	n drop-
-	Month	YY	Amount	
Enter Mod #				]

(enter Yes/No)				
0.0%		Total	\$0.00	
Type of Funding	enter Type d	af Funding	here from drop-da	
(en	ter Account	with CFD4	from drop-down)	
-	Month	YY	Amount	
Enter		++-		
Mod #				
1 thru 10				
above.				
If new or –		+		
renewal				
leave				
blank				
Match				
Required?				

Contract No 23REBP

1 thru 10 above; If new or renewal leave blank Match Required?

### STANDARD LANGUAGE DOCUMENT FOR SOCIAL SERVICE AND TRAINING CONTRACTS

This CONTRACT is effective as of the date recorded on the signature page between the Department and the Provider Agency identified on the signature page.

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 certain social service and training programs, including the program(s) covered by this Contract; and

WHEREAS the Department desires that the Provider Agency provide services and the Provider Agency has agreed to provide services in accordance with the terms and conditions contained in this Contract;

THEREFORE, the Department and the Provider Agency agree as follows:

#### I. <u>DEFINITIONS</u>

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

<u>Additional Named Insured</u> means an endorsement to an insurance policy extending the coverage to the State of New Jersey against loss in accordance with the terms of the policy. Naming the State as an additional named insured permits the Department to pay the premium should the named insured fail to do so.

<u>Contract</u> means one of the Department's social service or training Contracts with a Provider Agency. Terms and conditions of the Contract are included in the Standard Language Document, in DCF-SAGE, appendices, attachments and Contract Modifications (including any approved assignments and subcontracts) and supporting documents. The Contract constitutes the entire binding agreement between the Department and the Provider Agency.

Days means calendar days.

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

<u>Department</u> 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.

<u>Departmental Component</u> means the Office of Contract Administration (OCA) as the unit within the Department 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.

<u>Notice</u> means an official written communication between the Department and the Provider Agency. 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 shall be presumed to have been received by the addressee five days after being sent to the last address known by the Department.

<u>Provider Agency (also Provider)</u> means all for-profit and non-profit private and public entities that have either a Cost Reimbursement or fee for service Contract with the Department, regardless of whether the Department is the State Cognizant Department.

<u>Termination</u> means an official cessation of this Contract, prior to the expiration of its term that results from action taken by the Department or the Provider Agency in accordance with provisions contained in this Contract.

### II. BASIC OBLIGATIONS OF THE DEPARTMENT

<u>Section 2.01 Payment</u>. As established in the DCF-SAGE, 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. Total payments shall not exceed the maximum Contract amount, if any, specified in DCF-SAGE. All payments authorized by the Department under this Contract shall be subject to revision on the basis of an audit or audits conducted under <u>Section 3.13 Audit</u> or on the basis of any Department monitoring or evaluation of the Contract.

<u>Section 2.02 Referenced Materials</u>. Upon written request of the Provider Agency, the Department shall make available to the Provider Agency copies of federal and State regulations and other material specifically referenced in this document.

# III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

<u>Section 3.01 Contract Services</u>. The Provider Agency shall provide services to eligible persons in accordance with all specifications contained in this Contract.

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### STATE OF NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES

<u>Section 3.02 Reporting</u>. The Provider Agency 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 Agency agrees in the performance of this Contract 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; 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 <u>et seq</u>.) 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. The federal Equal Employment Opportunity Act;
- f. Section 504 of the federal Rehabilitation Act of 1973 pertaining to nondiscrimination on the basis of handicap, and regulations thereunder;
- g. The Americans With Disabilities Act (ADA), 42 U.S.C. 12101 et seq.; and
- h. 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.

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

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

Agency 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 Agency 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 Agency's work will involve PHI. Protected Health Insurance shall have the same meaning as in 45 CFR 160.103.

Provider Agencies 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 Agency's use from the Department. If the BAA is breached by the Provider Agency, or its subcontractor, the Provider Agency 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 Agency or its subcontractor with which the Provider Agency has entered into a BAA. The Provider Agency shall cooperate with all Department requests for a BAA compliance audit and/or investigation and shall require that its subcontractor cooperate with all Department requests for BAA compliance audits and investigations.

In addition to the confidentiality requirements of HIPAA, if applicable, a Provider Agency shall maintain the confidentiality of all certificates, applications, records and reports ("Records") that directly or indirectly identify any individual and shall not disclose these Records except where disclosure is consistent with applicable Department statute and regulations and the BAA, if any.

#### Section 3.05 Business Registration.

# <u>NOTE</u>: This section does not apply to governmental agencies or non-profit organizations.

The Provider Agency must have a valid Business Registration Certificate (BRC) issued by the Department of Treasury, Division of Revenue prior to the award of a contract in accordance with N.J.S.A. 52:32-44(b). No State Agency may Contract with a Provider Agency if the Provider has not filed for its incorporation papers or filed its annual business registration. Furthermore, no Provider Agency that Contracts with the Department shall enter into any subcontract unless the subcontractor can demonstrate that it is incorporated in the State of New Jersey and its annual business registration is current, and follows the provisions prescribed in this Standard Language Document. Failure to comply with this paragraph or the above-referenced citation will result in cause for the Department to Terminate this Contract.

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.

<u>Section 3.07 Source Disclosure</u>. N.J.S.A. 52:34-13.2, that codified Public Law 2005, c.92 and Executive Order 129, requires when submitting a Request for Proposals and/or Contract, the Provider Agency shall submit as part of their proposal and/or Contract Certification listing where their contracted services will be performed and if the contracted services, or any portion thereof, will be subcontracted and where any subcontracted services will be performed.

Any changes to the information submitted in the Source Disclosure Certification during the term of the Contract must be immediately reported to the Director of the Division of Purchase and Property and to the Departmental Component within the Department for whom the contracted services are being performed. A Provider that shifts its activities outside the United States and its constituent Commonwealths and territories without prior written affirmation by the Director attesting to the fact that extraordinary circumstances required the shift or that the failure to shift the services would result in the infliction of economic hardships to the State of New Jersey, shall be deemed to be in breach of Contract which would be subject to Termination by the Department.

Section 3.08 Provider Certification and Disclosure of Political Contributions.

# NOTE: Non-profit organizations are exempted from the requirements of Section 3.08.

N.J.S.A. 19:44A-20.13 to 19:44A-20.25, that codified Public Law 2005, Chapter 51 and Executive Order 134, and Executive Order 117, requires that any for-profit agency that seeks or contracts to provide services in the amount of \$17,500 or more must submit to the Department the Certification and Disclosure of Political Contribution forms. This form includes a certification that the business entity has not, during certain specified time frames, solicited or made any contribution of money, pledge of reportable contributions, including in-kind contributions, to any candidate committee and/or election fund of the Governor or Lieutenant Governor, any legislative leadership committee or any State, county or municipal political party committee. The form also requires disclosure of any of the above-referenced reportable contributions made by the business entity, its principals, officers, partners, directors, spouses, civil union partners and resident children.

If awarded a Contract, the Provider will, on a continuing basis, continue to report any Contribution it makes during the term of the Contract, and any extension(s) thereof. Failure to do so will result in Termination of the Contract and could result in the debarment from public contracting of the Provider for a period of up to five years.

Section 3.09 Contract Certification and Political Contribution Disclosure Form. The Provider Agency is advised of its responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c.271, section 3 if the Provider Agency receives Contracts in excess of \$50,000 from a public entity in a calendar year. It is the Provider Agency's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us/

<u>Section 3.10 Equal Employment Opportunity</u>. Pursuant to N.J.S.A. 10:5-31 <u>et seq.</u>, N.J.A.C. 17:27, during the performance of this Contract, the Provider Agency agrees as follows:

- a. The Provider Agency 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 Agency 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 Agency 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 Agency 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 Agency 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 Agency 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 Agency 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 Agency 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 Agency or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of jobrelated 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 Agency 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.

1. The Provider Agency 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 3.10,1 Anti-Discrimination Provisions. Pursuant to N.J.S.A. 10:2-1, during the performance of this Contract, the Provider Agency 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.

<u>Section 3.11 Department Policies and Procedures</u>. In the administration of this Contract, the Provider Agency 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 <u>Contract Reimbursement Manual</u> (as from time to time amended) and the Department's <u>Contract Policy and Information Manual</u> (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to Terminate this Contract.

Section 3.12 Financial Management System. The Provider Agency's financial management system shall provide for the following:

- a. Accurate, current and complete disclosure of the financial results of this Contract and any other contract, grant, program or other activity administered by the Provider Agency;
- b. Records adequately identifying the source and application of all Provider Agency funds and all funds administered by the Provider Agency. These records shall contain information pertaining to all contract and grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income;
- c. Effective internal control structure over all funds, property, and other assets. The Provider Agency shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;
- d. Comparison of actual outlays with budgeted amounts for this Contract and for any other contract, grant, program or other activity administered by the Provider Agency;
- e. Accounting records supported by source documentation;
- f. Procedures to minimize elapsed time between any advance payment issued and the disbursement of such advance funds by the Provider Agency; and
- g. Procedures consistent with the provisions of any applicable Departmental policies and procedures for determining the reasonableness, allowability, and allocability of costs under this Contract.

<u>Section 3.13 Audit</u>. The Department requires a Provider Agency that expends within their fiscal year aggregated Federal or State financial assistance from cost reimbursement contracts of \$100,000 or greater, to submit an annual organization-wide audit.

Audits shall be conducted in accordance with the Federal Single Audit Act of 1984, generally accepted auditing standards as specified in the Statements on Auditing Standards issued by the American Institute of Certified Public Accountants and Government Auditing Standards issued by the Comptroller General of the United States.

The Department may require, in its sole discretion, a Provider Agency that expends within their fiscal year aggregated Federal or State financial assistance from cost reimbursement contracts of less than \$100,000, or that expends within their fiscal year any amount of Federal or State financial assistance or Medicaid payments for providing services to Medicaid eligible individuals from fee for service contracts, to submit one of the following:

- a. An annual program specific audit performed in accordance with the Uniform Guidance Subpart F for each program providing services under a New Jersey contract; or
- b. A copy of an already prepared annual financial statement audit of the organization performed in accordance with Government Auditing Standards (Yellow Book); or
- c. A compilation of certified financial statements that includes an income statement, cash flow statement or balance sheet, prepared in accordance with generally accepted accounting principles and reviewed by a public accountant attesting to their accuracy.

At any time during the Contract term, the Provider Agency's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the Provider Agency under Section 5.02 Assignment and Subcontracts may be subject to audit or review by the Department, by any other appropriate unit or agency of State or Federal government, and/or by a private firm or firms retained or approved by the Department for such purpose.

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

The Provider Agency shall maintain all documentation related to products, transactions or services under this Contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

Section 3.14 Federal Davis-Bacon Act and New Jersey Prevailing Wage Act. Any Department Contract containing federal funds in excess of \$2,000 utilized for the construction, alteration, renovation, repair, or modification of public works or public buildings to which the federal government is a party or any Contract for similar work on public works financed with federal funds must comply with the federal Davis-Bacon Act,

40 <u>U.S.C.</u> section 276a <u>et seq</u>. The Davis-Bacon Act requires that the Provider must pay the prevailing wages to each designated worker class engaged under the Contract at wage rates determined by the U.S. Secretary of Labor.

Any subsequent Provider Agency, Contract, or subcontract for any public work in excess of \$2,000 State funds of which the Department is a party shall comply with the N.J. **P**revailing Wage Act, N.J.S.A. 34:11-56.27. Such Contracts or subcontracts shall contain a provision stating that the prevailing wage rate, as designated by the New Jersey Commissioner of Labor, must be paid to all designated classes of workers employed through said Contracts or subcontracts. The Provider Agency must determine if the New Jersey Prevailing Wage Act applies and follow all directives per N.J.S.A. 34:11-56 et seq.

Section 3.15 Contract Closeout. The Provider Agency shall comply with all requirements of Department Policy: <u>DCF.P7.01</u> Contract Closeout. This includes the prompt submittal of the final Report of Expenditures and any other financial or programmatic reports required by the Department. All required documentation is due within 120 days of Contract Expiration or Termination.

#### IV. <u>TERMINATION</u>

The Department may Terminate or suspend this Contract in accordance with the sections listed below.

<u>Section 4.01 Termination for Convenience by the Department or Provider Agency</u>. 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.

<u>Section 4.02 Default and Termination for Cause</u>. If the Provider Agency fails to fulfill or comply with any of the terms or conditions of the Contract, in whole or in part, the Department may by Notice place the Provider Agency in default status, and take any action(s) listed in accordance with Department Policy <u>DCF.P9.05</u>, Contract Default. Notice shall follow the procedures established in the policy.

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.

<u>Section 4.03 Termination Settlement</u>. When a Contract is terminated under any section of Section IV or policy <u>DCF.P9.05</u>, Contract Default, the Provider Agency shall be prohibited from incurring additional obligations of Contract funds. The Department may allow costs which the Provider Agency could not reasonably avoid during the Termination process to the extent that said costs are determined to be necessary and reasonable.

The Provider Agency and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under <u>Section 3.13 Audit</u>.

#### V. ADDITIONAL PROVISIONS

Section 5.01 Application of New Jersey Law. This Contract shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey including the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 <u>et seq.</u>) and the Law Against Discrimination (LAD) (N.J.S.A. 10:5-1 <u>et seq.</u>).

<u>Section 5.02 Assignment and Subcontracts</u>. This Contract, in whole or in part, may not be assigned by the Provider Agency or assumed by another entity for any reason including but not limited to changes in the corporate status of the Provider Agency, without the prior written consent of the Department. Upon prior written notice of a proposed assignment, the Department may:

- a. Approve the assignment and continue the Contract to term;
- b. Approve the assignment conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the Department; or
- c. Disapprove the assignment and either terminate the Contract or continue the Contract with the original Provider Agency.

The Provider Agency may not subcontract any of the services that it has committed to perform or provide pursuant to this Contract without the prior written approval of the Department. Such consent to subcontract shall not relieve the Provider Agency of its full responsibilities under this Contract. Consent to the subcontracting of any part of the services shall not be construed to be an approval of said subcontract or of any of its terms, but shall operate only as an approval of the Provider Agency's request for the making of a

subcontract between the Provider Agency and its chosen subcontractor. The Provider Agency shall be responsible for all services performed by the subcontractor and all such services shall conform to the provisions of this Contract.

<u>Section 5.03 Client Fees</u>. Other than as provided for in DCF-SAGE and/or Departmental Component specific policies, the Provider Agency shall impose no fees or any other types of charges of any kind upon recipients of Contract services.

<u>Section 5.04 Indemnification</u>. The Provider Agency shall assume all risk of and responsibility for, and agrees to indemnify, defend and hold harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of the 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 (1) the work, service or materials provided under this Contract; or (2) any failure to perform the Provider's obligations under this Contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Contract.

Furthermore, the provisions of this indemnification clause shall in no way limit the obligations assumed by the Provider under this Contract, nor shall they be construed to relieve the Provider from any liability nor preclude the State of New Jersey, its Agencies, and/or the Department of Children and Families from taking any other actions available to them under any other provisions of this Contract or otherwise in law.

Section 5.05 Insurance. The Provider Agency shall maintain adequate insurance coverage. The State shall be included as an Additional Named Insured on any insurance policy applicable to this Contract. Should the Provider Agency fail to pay any premium on any insurance policy when due, the Department may Terminate the Contract for Cause.

Section 5.06 Modifications and Amendments. If both parties to this Contract agree to amend or supplement this Contract, any and all such amendments or supplements shall be in writing and signed by both parties. The amendment or supplement shall incorporate the entire Contract by reference and will not serve to contradict, amend, or supplement the Contract except as specifically expressed in the amendment or supplement.

Section 5.07 Statement of Non-Influence. No person employed by the State of New Jersey has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the Provider Agency or any representative thereof in order to influence the awarding or administration of this Contract.

Section 5.08 Exercise of Rights. A failure or a delay on the part of the Department or the Provider Agency in exercising any right, power, or privilege under this Contract 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.

<u>Section 5.09 Recognition of Cultural Sensitivity</u>. The Provider Agency agrees in the performance of this Contract to be sensitive to the needs of the minority populations (as described in section 3.10a of this policy) of the State of New Jersey. This sensitivity includes the employment, if possible, of a culturally diverse staff that can communicate with, and be representative of the entire community it serves.

The Provider Agency shall make programs linguistically appropriate and culturally relevant to underserved minority groups within the community. Appropriate accommodations for services shall be developed and maintained for those minority individuals who are deprived of reasonable access to those services due to language barriers or ethnic, affectional, and cultural differences. In addition, Provider Agencies shall make certain that all programs and services are reflective of the demographic needs of the community, while providing all minorities (as described in section 3.10a of this policy) the opportunity to experience any and all available social services irrespective of their ethnic, affectional, or cultural heritage. Section 5.10 Copyrights. The Department of Children and Families 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 sole right to authorize others to reproduce, publish, or otherwise use any work or materials developed under a Department or federally funded Contract or subcontract.

<u>Section 5.11 Successor Contracts</u>. If an audit or Contract closeout reveals that the Provider Agency has failed to comply with the terms and/or conditions of this Contract, the Department reserves the right to make all financial and/or programmatic adjustments it deems appropriate to any other Contract entered into between the Department and the Provider Agency.

<u>Section 5.12 Sufficiency of Funds</u>. The Provider Agency recognizes and agrees that both the initial provision of funding and the continuation of such funding under the Contract is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of the Department to make any payment under its Contract with the Provider Agency or to observe and adhere to its performance obligation under the Contract as a result of the failure of the Legislature to appropriate the funds necessary to do so shall not constitute a breach of the Contract by the Department or default thereunder and the Department shall not be held financially liable therefore. In addition, future funding shall not be anticipated from the Department beyond the duration of the Contract with the Provider Agency and in no event shall the Contract be construed as a commitment by the Department to expend funds beyond the Termination date set therein.

<u>Section 5.13 Collective Bargaining</u>. State and federal law allows employees to organize themselves into a collective bargaining unit.

Funds provided under this Contract shall not be utilized to abridge the rights of employees to organize themselves into a collective bargaining organization or preclude them from negotiating with Provider Agency management. Funds may be utilized for legitimate and reasonable management purposes at the direction of the Provider Agency during the process of collective bargaining organization.

Section 5.14 Independent Employer Status. Employees of Provider Agencies that Contract with the Department of Children and Families are employees of the Provider Agency, not the State.

In accordance with the National Labor Relations Act, 29 U.S.C.A. 152(2) and State law, N.J.S.A. 34:13A-1 et seq., Provider Agencies are independent, private employers with all the rights and obligations of such and are not political subdivisions of the Department of Children and Families. As such, the Provider Agency acknowledges that it is an independent Provider, providing services to the Department of Children and Families, typically through a contract-for-services agreement. As independent contractors, Provider Agencies are responsible for the organization's overall functions that include the overseeing and monitoring of its operations, establishing the salary and benefit levels of its employees, and handling all personnel matters as the employee of its workers. This is also inclusive of any travel allocations the Provider Employee pays to its employees.

The Provider Agency acknowledges its relationship with its employees as that of employer. While the Department has an adjunct role with Provider Agencies through regulatory oversight and ensuring contractual performance, the Provider understands that the Department is not the employer of a Provider Agency's employees.

The Provider Agency further acknowledges that while the Department reimburses Provider Agencies for all allowable costs under the Contract, this funding mechanism does not translate into the Department being responsible for any of the elements of any collective bargaining agreements into which Provider Agencies may enter. Moreover, each Provider Agency understands that it is responsible for funding its own programs and is not limited to the amount of funding provided by the Department, and, in fact, is encouraged to solicit non-State sources of funding, whenever possible.

Section 5.15 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 Agency 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 Agency 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 Agency shall be reported in writing forthwith by the Provider Agency to the Attorney General and the Executive Commission on Ethical Standards.

No Provider Agency 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 Agency 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, actuality or appearance of a conflict of interest.

No Provider Agency 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.

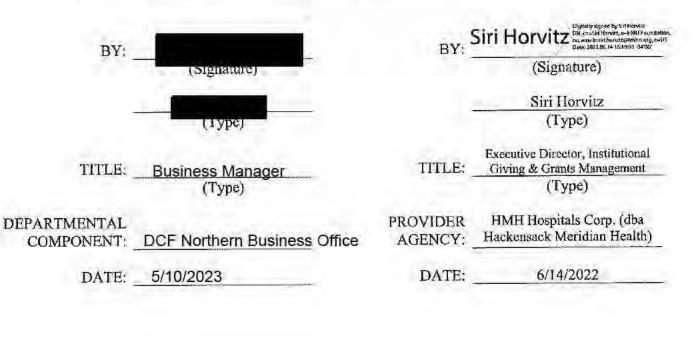
No Provider Agency shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Provider Agency or any other person.

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 Provider Agencies 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.

#### AGREEMENT SIGNATURES AND DATES

The terms set forth in this Standard Language Document (SLD) supersede any prior SLDs. This SLD governs all executed contracts; and contracts to be entered into by my Organization and DCF on or after the SLD's effective date, which is the below date of the provider organization's signature. DCF determines the effective date of any contract governed by this document, which is the date compensable services may begin, and enters it as the contract start date in DCF-SAGE. Oral evidence tending to contradict, amend or supplement the SLD is inadmissible. The SLD has been read and understood by the persons whose signatures appear below and the parties agree to comply with the SLD's terms and conditions.



# 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: <u>https://www.nj.gov/dcf/providers/contracting/manuals</u>
- C. all applicable State and Federal laws and statues, 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: <u>Certification.on.Non-Involvement.Prohibited.Activites.in.Russia.or.Belarus.pdf (nj.gov)</u>
- 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: <u>Contract Closeout CON-I-A-7-7.01.2007 (nj.gov</u>)
- 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: <u>https://www.nj.gov/dcf/SafeChildStandards.pdf</u>
- 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: <a href="https://www.njportal.com/dcf/cari">https://www.njportal.com/dcf/cari</a>
- 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: <a href="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</a>
- 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. <u>https://www.nj.gov/dcf/providers/contracting/forms/RIDER-For-</u><u>Purchases-Funded-by-Federal-Funds.pdf</u>
- 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:	David Candelmo
Printed Name:	David Candelmo
Title:	Director of Sponsored Programs
<b>Provider:</b> HMH	I Hospitals Corp.

Date:

2/17/2023

### State of New Jersey DEPARTMENT OF CHILDREN AND FAMILIES

This BUSINESS ASSOCIATE AGREEMENT is between the New Jersey Department of Children and Families (DCF) and its undersigned contractor. This Business Associate Agreement sets forth the responsibilities of the **contractor as the Business Associate**, and **DCF as the Covered Entity**, in relationship to Protected Health Information (PHI), as those terms are defined and regulated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations adopted thereunder by the Secretary of the United States Department of Health and Human Services, with the intent that the Covered Entity shall at all times be in compliance with HIPAA and the underlying regulations.

This Business Associate Agreement is entered into for the purpose of the Business Associate providing services on behalf of the Covered Entity. In consideration for the respective benefits, rights and obligations of HIPAA and its implementing regulations, and for access to the PHI held by Covered Entity, the parties agree to be bound by the terms of this Agreement. There is no underlying contract associated with this Agreement, or the exchange of this PHI.

# A. Definitions:

- 1. The terms specified below shall be defined as follows:
  - a. "Business associate" shall mean s a person or entity, other than a member of the workforce of a covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to protected health information. This definition is also applicable to a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate.
  - b. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall the New Jersey Department of Children and Families.
  - c. "Agreement" shall mean this Business Associate Agreement.
  - d. "Breach" shall mean the unauthorized acquisition, access, use or disclosure of Protected Health Information in a manner not permitted by the Privacy Rule or the Security Rule, which compromises the security of such Protected Health Information. Breach shall exclude such acquisition, access, use or disclosure described in 45 CFR Section 164.402.

- e. "Designated Record Set" shall mean a group of records maintained by or for the Covered Entity that is the medical records and billing records of individuals maintained by or for the Covered Entity; and the enrollment, payment, claims, adjudication, and case or medical management record systems maintained by or for the Covered Entity, or used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
- f. "HIPAA" shall mean the Health Insurance Portability and Accountability Act.
- g. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including but not limited to, the Privacy Rule and the Security Rule, and shall include the regulations codified at 45 CFR Parts 160, 162 and 164.
- h. "HITECH" shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A of the American Recovery and Reinvestment Act of 2009, P.L. 111-005.
- i. "Individual" shall mean the person who is the subject of the Protected Health Information and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- j. "Notice of Privacy Practices" shall mean the Notice of Privacy Practices required by 45 CFR 164.520, provided by Covered Entity to Individuals.
- k. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.
- I. "Protected Health Information (PHI)" shall mean individually identifiable health information that is transmitted by electronic media or transmitted or maintained in any other form or medium.
- m. "Record" shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminate by or for a Covered Entity.
- n. "Required by Law" shall have the same meaning as in 45 CFR 164.501.
- o. "Secretary" shall mean the Secretary of the United States Department of Health & Human Services or his designee.
- p. "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.

2. All other terms used herein shall have the meaning specified in the Privacy Rule or in the absence of if no meaning is specified, shall have their plain meaning.

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

- 1. Business Associate may use PHI for the following functions, activities, or services for or on behalf of Covered Entity provided that such use would not violate this Agreement, the HIPAA regulations the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity. In the event that this Agreement conflicts and any other written agreement made between the parties, relating to the exchange of PHI, this Agreement shall control. Business Associate's access to and use of the PHI is limited to the provision of services by the Business Associate on behalf the Covered Entity set forth in the contract between the Business Associate and the Covered Entity.
- 2. Business Associate may further disclose PHI to a subcontractor/person for the proper management and administration of Business Associate, provided that such disclosure is Required by Law, or would not violate this Agreement, the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity, and Business Associate executes an additional business associates agreement as Required by Law or for the purpose for which it was disclosed to the person, and the subcontractor/person notifies Business Associate of any instances of which it is aware in which PHI has been disclosed. In the event that this agreement conflicts with any other agreement relating to the access or use of PHI, this agreement shall control.
- 3. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law. In the event that this agreement conflicts with any other agreement relating to the access or use of PHI, this agreement shall control.
- 4. Business Associate agrees to implement and use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities.
- 5. Business Associate agrees to take prompt corrective action to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- 6. Business Associate agrees to notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, or the Privacy Rule, or of any suspected or actual breach of security or intrusion whenever it becomes aware within twenty-four hours of Business Associate becoming aware of such use, disclosure or suspected or actual breach of security or intrusion. Business Associate further agrees to take prompt corrective action to cure or mitigate any

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harmful effects of any such use, disclosure, or actual or suspected breach of security of intrusion.

- 7. Business Associate agrees to ensure that any officer, employee, contractor, subcontractor or agent to whom it provides PHI received from or maintained, created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI.
- 8. Access. Business Associate agrees to provide access to PHI in a Designated Record Set to Covered Entity or to an Individual as directed by Covered Entity in order to meet the requirements of 45CFR 164.524, within 30 days of the date of any such request, unless the request is denied by Covered Entity pursuant to 45 CFR 164.524(a)(1), (a)(2) or (a)(3).
- 9. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as Covered Entity directs in order to meet the requirements of 45 CFR 164.526, within 30 days of such a request, unless the request has been denied pursuant to 45 CFR 164.526(d). Business Associate shall provide written confirmation of the amendment(s) to the Covered Entity.
- 10. Business Associate agrees to create and maintain an appeal process that meets the requirements of 45 CFR 164.524 and 164.526 that an Individual can utilize if the Individual's request for access to or amendment of PHI is denied.
- 11. Business Associate agrees to make its comprehensive written information privacy and security program, as well as its internal practices, books and records, including policies and procedures relating to the use and disclosure of PHI received from, or created, maintained, or received by Business Associate on behalf of Covered Entity available to Covered Entity within 30 days of the date of such request, or to the Secretary in a time and manner designated by the Secretary.
- 12. Business Associate agrees to document all disclosures of PHI which would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate agrees to provide to Covered Entity, within 30 days of the date of such request, all disclosures of PHI.
- 13. Notwithstanding the provisions of Section D of this Agreement, pursuant to 45 CFR 164.530(j), Business Associate agrees that it and its officers, employees, contractors, subcontractors and agents shall continue to maintain the information required under subsection B(9) of this Agreement for a period of six years from the date of its creation or the date when it was last in effect, whichever is later.
- 14. Business Associate agrees that from time to time, upon reasonable notice, it shall allow Covered Entity or its authorized agents or contractors, to inspect the facilities, systems, books, records and procedures of Business Associate to monitor compliance with this Agreement. In the event the Covered Entity, in its sole discretion, determines that the Business Associate has violated any term of this Agreement or the Privacy Rule, it shall so notify the Business Associate in writing. 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 Covered Entity or its authorized agents or contractors inspect, fail to inspect or have the right to inspect Business Associate's facilities, systems, books, records, and procedures does not relieve Business Associate of its responsibility to comply with this Agreement. Covered Entity's (1) failure to detect, or (2) detection by failure to notify Business Associate, or (3) failure to require Business Associate to remediate any unsatisfactory practices, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Agreement. Nothing in this paragraph is deemed to waive Section E of this Agreement or the New Jersey Tort Claims Act, NJSA 59:1-1 et seq., as they apply to Covered Entity.

- 15. Business Associate shall implement administrative, physical and technical safeguards that protect the confidentiality, integrity, and availability of PHI in compliance with the Security Rule.
- 16. Business Associate shall report all security incidents, as defined by the Security Rule, within twenty-four hours of becoming aware of such actual or suspected security incident.
- 17. Sections 164.308, 164.312 and 164.316 of Title 45, Code of Federal Regulations, apply to Business Associate in the same manner as such sections apply to the Covered Entity. The HITECH requirements that relate to security, and that are applicable to the Covered Entity, shall also be applicable to the Business Associate and are incorporated into this Agreement by reference.
- 18. Business Associate shall at all times, pursuant to NJSA 9:6-8.10a, maintain the confidentiality of reports of child abuse or neglect, information obtained by the Department of Children and Families in investigating such reports including reports received pursuant to section 20 of P.L.1974, c.119 (C.9:6-8.40), and reports of findings forwarded to the child abuse registry pursuant to section 4 of P.L.1971, c.437 (C.9:6-8.11). Disclosure of such may only be made pursuant to one of the enumerated exceptions pursuant to NJSA 9:6-8.10b.
- 19. In the event of an actual or suspected breach, Business Associate shall provide Covered Entity with a written report, as soon as possible but not later than five ("5") days after the breach/suspected breach became known. The report shall include, to the extent available: a) the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the breach; b) a brief description of what happened, including the date of the breach and the date of the discovery, if known; c) a description of the types of unsecured PHI involved in the breach; d) any steps individuals affected by the breach should take to protect themselves from potential harm resulting from the breach; and e) a description of what Business Associate is doing to investigate the breach, mitigate harm to the individual(s), and protect against future breaches. In addition, the business Associate shall, at the request of the Covered Entity, provide breach notification required by HITECH.

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# C. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions.

- 1. Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, in accordance with the requirements and standards in the Privacy Rule, until such PHI is received by Business Associate.
- 2. In accordance with 45 CFR 164.520, Covered Entity shall notify Business Associate of any limitations in Covered Entity's Notice of Privacy Practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 3. Covered Entity shall notify 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 Business Associate's use or disclosure of PHI.
- 4. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- 5. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity or under Covered Entity's Notice of Privacy Practices or other policies adopted by Covered Entity pursuant to the Privacy Rule.

### D. Term of Business Associate Agreement

- 1. This Agreement shall be effective as of the date the Business Associate and the Covered Entity enter into a contract for the Business Associate's provision of services on behalf of the Covered Entity, and it shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created, maintained or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with subsection 3, below.
- 2. Upon Covered Entity's knowledge of a material breach or violation(s) of any of the obligations under this Agreement by Business Associate, Covered Entity shall, at its discretion, either:
  - a. Provide an opportunity for the Business Associate to cure the breach or end the violation upon such terms and conditions as Covered Entity shall specify, and if

Business Associate does not cure the breach or end the violation, upon such terms and conditions as Covered Entity has specified, Covered Entity may terminate this Agreement and require that Business Associate fully comply with the procedures specified in subsection 3, below.

- b. Immediately terminate the Contract and require that Business Associate fully comply with the procedures specified in subsection 3, below, if Business Associate has breached a material term of this Agreement and Covered Entity has determined, in its sole discretion, that cure is not possible, or
- c. If neither termination nor cure is feasible, as determined by Covered Entity in its sole discretion, Covered Entity shall report the violation to the Secretary.
- 3. Effect of Breach of this Agreement.
  - a. Except as provided in paragraph b of this section, upon termination of the Contract for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.
  - b. Business Associate shall provide Covered Entity with a certification, within 30 days, that neither it nor its subcontractors or agents maintains any PHI in any form, whether paper, electronic or film, received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. Covered Entity shall acknowledge receipt of such certification and, as of the date of such acknowledgement, this Agreement shall terminate.
  - c. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Covered Entity shall have the discretion to determine whether it is feasible for the Business Associate to return or destroy the PHI. If Covered Entity determines it is feasible, Covered Entity shall specify the terms and conditions for the return or destruction of PHI at the expense of Business Associate. Upon Covered Entity determining that Business Associate cannot return or destroy PHI, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

### E. Additional Insurance Considerations

1. Business Associate shall assume all risk and responsibility for, and agrees to indemnify, defend and save harmless 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, and 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 that to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from Business Associate's use or misuse of PHI or from any action or inaction of Business Associate or its officers, employees, agents or Subcontractors with regard to PHI or the requirements of this Agreement or the Privacy Rule. The provisions of this indemnification clause shall in no way limit the obligations assumed by Business Associate under this Agreement, nor shall they be construed to relieve Business Associate from any liability nor preclude Covered Entity from taking any other actions available to it under any other provisions of this Agreement, the Privacy Rule or at law.

- 2. 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 Covered Entity.
- 3. Business Associate 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.
- 4. Business Associate acknowledges that Social Security number 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.
- 5. Business Associate acknowledges that all Medicaid applicant and beneficiary information is confidential, and 42 C.F.R. 431.300 to 307 restricts the use or disclosure of information concerning applicants and beneficiaries to purposes directly connected with the administration of the plan. Purposes directly related to plan administration include: (a) Establishing eligibility; (b) Determining the amount of medical assistance; (c) Providing services for beneficiaries; and (d) Conducting or assisting an investigation, prosecution, or civil or criminal proceeding related to the administration of the plan.
- 6. 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 Business Associate, its employees, agents, or contractors, in the performance of the obligations assumed by Business Associate pursuant to this Agreement. Business Associate hereby releases 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 Business Associate's performance of the obligations assumed by Business Associate pursuant to this Agreement.
- 7. The obligations of the Business Associate under this Section shall survive the expiration of this Agreement.

## F. Miscellaneous

- 1. A reference in this Agreement to a section of the Privacy Rule means the section as in effect or, it may be amended or interpreted by a court of competent jurisdiction.
- 2. Business Associate and Covered Entity agree to take such action as is necessary to amend this Agreement from time to time in order that Covered Entity can continue to comply with the requirements of the Privacy Rule and HIPAA and case law that interprets the Privacy Rule or HIPAA. All such amendments shall be in writing and signed by both parties. Business Associate and 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.
- 3. The respective rights and obligations of Business Associate and Covered Entity under Section D, "Term of Business Associate Agreement", above, shall survive the termination of the Contract. The respective rights and obligations of Business Associate and Covered Entity under Section E, "Indemnification", and Section B (11), "Internal Practices", above, shall survive the termination of this Agreement.
- 4. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and HIPAA, as it may be amended or interpreted by a court of competent jurisdiction.
- 5. 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 Covered Entity, and any successor state agency to Covered Entity, any rights, remedies, obligations or liabilities whatsoever.
- 6. Any notices to be given hereunder shall be made via Regular and Certified US Mail, Return Receipt Requested, to the addresses of the Business Associate and the Privacy Officer of the Covered Entity.

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## G. Attestations

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 such Covered Entity to this document.

Covered Entity Agency: Department of Children and Families

Signature:	Date: <u>5/10/2023</u>
Printed Name:	Title: Business Manager, NBO

By my signature below, I hereby confirm I am authorized to sign this document and to enter into the terms and conditions of this Agreement on behalf of my organization and to legally bind my organization as the Business Associate to this Agreement. 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.

Business Associate Organization: HMH Hospitals Corp. (dba Hackensack Meridian Health)

Signature: Siri Horvitz Official Station (2007) Signature: Date: 0/16/2022

Printed Name: Siri Horvitz Title: Executive Director, Institutional Giving & Grants Management

The provisions set forth in this Rider apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

# I. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

- (1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

## II. DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### III. PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

- In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
- Competitively within a timeframe providing for compliance with the contract performance schedule;
- 2. Meeting contract performance requirements; or
- 3. At a reasonable price.
- iii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

## IV. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equalopportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing

regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See 2 CFR Part 200, Appendix II, para. C. During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts inaccordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if tails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

### V. DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

### VI. COPELAND ANTI\_KICK-BACK ACT

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

VII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708 Where applicable, all contracts awarded by the non-Federal entity in excess of \$ 100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid

wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

### VIII. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

### IX. CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER

POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED Where applicable, Contract and subgrants of amounts inexcess of \$150,000, must comply with the following:

Clean Air Act

- 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- X. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)
- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### XI. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to the recipient who in turn will forward the certification(s) to the awarding agency.

- XII. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPEMENT
- Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  - (1) Procure or obtain;
  - (2) Extend or renew a contract to procure or obtain; or
  - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115– 232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
    - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

# Notice of Executive Order 166 Requirement for Posting of Winning Proposal and Contract Documents

Principal State departments, agencies and independent State authorities must include the following notice in any solicitation:

Pursuant to Executive Order No. 166, signed by Governor Murphy on July 17, 2020, the Office of the State Comptroller ("OSC") is required to make all approved State contracts for the allocation and expenditure of COVID-19 Recovery Funds available to the public by posting such contracts on an appropriate State website. Such contracts will be posted on the New Jersey transparency website developed by the Governor's Disaster Recovery Office (GDRO Transparency Website).

The contract, as modified, is subject to the requirements of Executive Order No. 166. Accordingly, the OSC will post a copy of the contract, as modified, and other related contract documents on the GDRO Transparency website.

In submitting its proposal, a bidder/proposer may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal or factual basis to assert that such designated portions of its proposal: (i) are proprietary and confidential financial or commercial information or trade secrets; or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided. A Bidder's/Proposer's failure to designate such information as confidential in submitting a bid/proposal shall result in waiver of such claim.

The State reserves the right to make the determination regarding what is proprietary or confidential and will advise the winning bidder/proposer accordingly. The State will not honor any attempt by a winning bidder/proposer to designate its entire proposal as proprietary or confidential and will not honor a claim of copyright protection for an entire proposal. In the event of any challenge to the winning bidder's/proposer's assertion of confidentiality with which the State does not concur, the bidder /proposer shall be solely responsible for defending its designation.

		-	STATE OF NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES ANNEX B CONTRACT INFORMATION FORM PAGE 1 OF 20		
Agency:	HMH Hospitals Corporation	and the second s		Agency Federal ID#:	
Address:	343 Thomall St.			Charities Registration #:	
	Edison, NJ 08837-2206	-		P Non-Profit Agency	For-Profit Agency Public Agency
Phone:	551-996-2000			Budget Period: 10/1/2022	to 6/30/2023 Agency Fiscal Year End: 12/31 annually
Chief Executive Officer	Robert Garrett			Schedules Completed:	1 2 3 4 5 6
Prepared By:		Date:	6/6/2023	Cash Basis A	ccrual Basis

Contracting Division	Contract #	Program Name	Reimbursable Ceiling	Type of Service	Contract Type	Payment Method	Division Contact Person	Provider Agency Contact Person and Telephone #
DFCP	23REBP	Community Prevention Direct Service	\$735,741	Clinical Program	Cost Related	Installments		
					-			
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Division Use Only
Contract #
Effective Dates\_\_\_\_\_to\_\_\_\_
Division\_\_\_\_\_

Budget: I certify that the cost data used to prepare this contract budget is current, complete, and in accordance with the governing principles for determining costs. Expenditure Report I certify that the expenditures reported herein are current, accurate, and in accordance with the contract budget and the governing principles for determining costs.

Agency Authorized Signatory

Fiscal Officer

### STATE OF NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES ANNEX B CONTRACT EXPENSE SUMMARY PAGE 2 OF 20

Agency: HMH Hospitals Corporation Contract#: 23REBP PURPOSE BUDGET PREPARATION MODIFICATION BUDGET EXPENDITURE REPORT

PERIOD COVERED 10/1/2022-6/30/2023

	1		2		3	4	5	6	7	8		9	10
BUDGET CATEGORY	TOTAL	I	No Hit Zone Year 1	,	No Hit Zone Year 2	No Hit Zone Year 3	No Hit Zone Year 4	0	0	0		Other Revenue	GENERAL & ADMINISTRATIVE COSTS
A. PERSONNEL	\$ 568,330	\$	138,421	\$	189,462	\$ 189,462	\$ 50,984	\$ -	\$ -	\$	- 9	; -	\$-
B. CONSULTANTS AND PROFESSIONAL FEES	\$ 105,302	\$	26,325	\$	35,101	\$ 35,101	\$ 8,776	\$ -	\$ -	\$	- 9	; -	\$ -
C. MATERIALS AND SUPPLIES	\$ 57,609	\$	17,689	\$	19,684	\$ 19,684	\$ 552	\$ -	\$ -	\$	- 9	; -	\$-
D. FACILITY COSTS	\$ -	\$	-	\$	-	\$ -	\$ -	\$ -	\$ -	\$	- 9	; -	\$-
E. SPECIFIC ASSISTANCE TO CLIENTS	\$ -	\$	-	\$	-	\$ -	\$ -	\$ -	\$ -	\$	- 9	; -	\$-
F. OTHER	\$ 4,500	\$	1,500	\$	1,000	\$ 1,000	\$ 1,000	\$ -	\$ -	\$	- 9	; -	\$-
G. GENERAL & ADMINISTRATIVE COST ALLOCATION	>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>	\$	-	\$	-	\$ -	\$ -	\$ -	\$ -	\$	- 9	; -	\$-
H. TOTAL OPERATING COSTS	\$ 735,741	\$	183,935	\$	245,247	\$ 245,247	\$ 61,312	\$ -	\$ -	\$	- 4	; -	
I. EQUIPMENT (SCHEDULE 6)	\$ -	\$	-	\$	-	\$ -	\$ -	\$ -	\$ -	\$	- 4	; -	
J. TOTAL COST	\$ 735,741	\$	183,935	\$	245,247	\$ 245,247	\$ 61,312	\$ -	\$ -	\$	- 4	<b>;</b> -	
K. LESS REVENUE (SCHEDULE 2)	\$ -	\$	-	\$	-	\$ -	\$ -	\$ -	\$ -	\$	- 4	; -	
L. NET COST	\$ 735,741	\$	183,935	\$	245,247	\$ 245,247	\$ 61,312	\$ -	\$ -	\$	- 4	<b>;</b> -	
M. PROFIT	\$ -												
N. REIMBURSABLE CEILING	\$ 735,741	\$	183,935	\$	245,247	\$ 245,247	\$ 61,312	\$ -	\$ -	\$	-		
O. UNITS OF SERVICE													
P. UNIT COST													

A BUDGET CATEGORY: PERSONNEL				1	2		3				5	6	7	8	9	10
Position Title/ Name of Employee	Position Number En	Date H mployed //	lours Week	TOTAL	No Hit Zone Year 1		No Hit Zone Year 2	N	o Hit Zone Year 3	I	No Hit Zone Year 4				Other Revenue	GENERAL & ADMINISTRATIVE COSTS
1 Mental Health Director	1		2	\$ 63,526	\$ 15,8	03	\$ 21,210	\$	21,210	\$	5,303					\$ -
2 Program Coordinator North/TBN	2		40	\$ 188,520	\$ 45,7	50	\$ 62,830	\$	62,830	\$	17,110					\$ -
3 Program Coordinator South/TBN	3		40	\$ 188,520	\$ 45,7	50	\$ 62,830	\$	62,830	\$	17,110					\$ -
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### STATE OF NEW JERSEY DEPARTMENT OF CH LDREN AND FAMILIES ANNEX B: CONTRACT EXPENSE DETAIL PERSONNEL 5 OF 20

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	SUBTOTAL (pg. 4)						\$	-	\$	-	\$	-	\$-	\$ -	\$-	\$	- \$	-
BUDGET CATEGORY	SUBTOTAL (pg. 4) BUDGET CATEGORY A: EMPLOYEE SUBTOTAL									146,870		39,523		\$.		\$	- \$	

### STATE OF NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES ANNEX B: CONTRACT EXPENSE DETAIL A. PERSONNEL (FRINGE) PAGE 7 OF 20

PURPOSE BUDGET PREPARATION MODIFICATION BUDGET EXPENDITURE REPORT

PERIOD COVERED 10/1/2022-6/30/2023

BUDGET CATEGORY- A. PERSONNELFRINGE		1	2	3		5	6	7	8	9	10
LINE ITEM	BASIS FOR ALLOCATION	TOTAL	No Hit Zone Year 1	No Hit Zone Year 2	No Hit Zone Year 3	No Hit Zone Year 4	0	0	0	Other Revenue	GENERAL & ADMINISTRATIVE COSTS
FICA	6.80%	\$ 29,958	\$ 7,297	\$ 9,987	\$ 9,987	\$ 2,688					\$-
Health	11.80%	\$ 51,987	\$ 12,662	\$ 17,331	\$ 17,331	\$ 4,664					\$-
Pension	4.80%	\$ 21,147	\$ 5,151	\$ 7,050	\$ 7,050	\$ 1,897					\$-
Workers Comp	0.80%	\$ 3,525	\$ 858	\$ 1,175	\$ 1,175	\$ 316					\$-
Disability	0.70%	\$ 3,084	\$ 751	\$ 1,028	\$ 1,028	\$ 277					\$-
All Other	3.70%	\$ 16,301	\$ 3,970	\$ 5,434	\$ 5,434	\$ 1,462					\$-
Unemployment	0.20%	\$ 881	\$ 215	\$ 294	\$ 294	\$ 79					\$-
Life Insurance	0.20%	\$ 881	\$ 215	\$ 294	\$ 294	\$ 79					\$-
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	FRINGE SUBTOTAL	\$ 127,764	\$ 31,118	\$ 42,592	\$ 42,592	\$ 11,461	\$-	\$-	\$-	\$-	\$-
BUDGET CATEG	ORY A. PERSONNEL TOTAL	\$ 568,330	\$ 138,421	\$ 189,462	\$ 189,462	\$ 50,984	\$-	\$-	\$-	\$-	\$-

#### STATE OF NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES ANNEX B: CONTRACT EXPENSE DETAIL B. CONSULTANTS AND PROFESSIONAL FEES PAGE 8 OF 20

PURPOSE BUDGET PREPARATION MODIFICATION BUDGET EXPENDITURE REPORT

PERIOD COVERED 10/1/2022-6/30/2023

BUDGET CATEGORY B. CONSULTANTS AND PROFESSIONAL FEES		1	2	3		5	6 7	8	9	10
LINE ITEM	BASIS FOR ALLOCATION	TOTAL	No Hit Zone Year 1	No Hit Zone Year 2	No Hit Zone Year 3	No Hit Zone Year 4	0 0	0	Other Revenue	GENERAL & ADMINISTRATIVE COSTS
President of the NHZ Board of D rectors, NHZ Program Consultant	\$650/day onsite, \$650/day prep, travel expenses	\$ 35,301	\$ 8,825	\$ 11,767	\$ 11,767	\$ 2,942				\$-
7Director of Evaluation and Analytics, Central Jersey Family Health Consortium, NHZ Evaluation and Analytics Consultant	The estimate was \$23,334 at 225 hrs annually (\$104/hr). This has been prorated from annually to 9 months in year 1.	\$ 70,001	\$ 17,500	\$ 23,334	\$ 23,334	\$ 5,834				\$ -
Consultant	montars in year 1.	\$ 70,001	\$ 17,500	\$ 23,334	\$ 23,334	<u></u>				ə -
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	IDGET CATEGORY B. TOTAL	\$ - \$ 105,302	\$ 26,325	\$ 35,101	\$ 35,101	\$ 8,776	s - s	- \$ -	\$ -	- \$ -

### STATE OF NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES ANNEX B: CONTRACT EXPENSE DETAIL C. MATERIALS AND SUPPLIES PAGE 9 OF 20

PURPOSE BUDGET PREPARATION MODIFICATION BUDGET EXPENDITURE REPORT

PERIOD COVERED 10/1/2022-6/30/2023

BUDGET CATEGORY- C. MATERIALS AND SUPPLIES			1	2	3				5	6		7	8		9	10
LINE ITEM	BASIS FOR ALLOCATION	тс	DTAL	o Hit Zone Year 1	No Hit Zone Year 2	No Hit Z Year		١	No Hit Zone Year 4	0		0	0		Other Revenue	GENERAL & ADMINISTRATIVE COSTS
Posters 11 x 17 - Will be used to identify HMH and partner agencies as NHZ.	\$20 per 25 ongoing; initial set up fee	\$	955	\$ 555	\$ 200	\$	200	\$	-							\$ -
Pamphlets - Provide information regarding physical violence, Positive Parenting, and AHCH contact	\$20 per 50 ongoing	\$	2,334	\$ 1,000	\$ 667	\$	667	\$	-							\$-
Magnets - Provide brief information and AHCH contact information. Community distribution.	Initial set up fee \$50, and \$37 per 100	\$	12,504	\$ 3,750	\$ 4,377	\$	4,377	\$	-							\$-
Interactive family packets - Provided to families who register for services at HMH childrens' hospitals. Will include information and distraction items.	Bags \$1000, Books \$5000, Crayons \$500, Puzzles \$5500	\$	39,338	\$ 12,000	\$ 13,669	\$ 1	3,669	\$	-							\$-
Miscellaneous Supplies	hospital	\$	2,478	\$ 384	\$ 771	\$	771	\$	552							\$-
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В	UDGET CATEGORY C. TOTAL	\$	57,609	\$ 17,689	\$ 19,684	\$ 1	9,684	\$	552	\$	- \$	-	\$	- \$	-	\$-

#### STATE OF NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES ANNEX B: CONTRACT EXPENSE DETAIL D. FACILITY COSTS PAGE 10 OF 20

PURPOSE BUDGET PREPARATION MODIFICATION BUDGET EXPENDITURE REPORT

PERIOD COVERED 10/1/2022-6/30/2023

10 GENERAL & ADMINISTRATIVE COSTS BUDGET CATEGORY D. FACILITY COSTS 7 No Hit Zone Year 1 No Hit Zone Year 2 No Hit Zone Year 3 No Hit Zone Year 4 LINE ITEM BASIS FOR ALLOCATION TOTAL 0 0 0 Other Revenue \$ -\$ \$ \$ \$ -\$ -\$ \$ \$ -\$ -\$ -\$ -\$ \$ -\$ \$ -\$ -\$ \$ -BUDGET CATEGORY D. TOTAL - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -\$

#### STATE OF NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES ANNEX B: CONTRACT EXPENSE DETAIL E. SPECIFIC ASSISTANCE PAGE 11 OF 20

PURPOSE BUDGET PREPARATION MODIFICATION BUDGET EXPENDITURE REPORT

PERIOD COVERED 10/1/2022-6/30/2023

BUDGET CATEGORY E. SPECIFIC ASSISTANCE TO CLIENTS No Hit Zone Year 1 No Hit Zone Year 2 No Hit Zone Year 3 No Hit Zone Year 4 GENERAL & ADMINISTRATIVE COSTS LINE ITEM BASIS FOR ALLOCATION TOTAL 0 0 0 Other Revenue \$ -\$ -\$ -\$ -\$ -\$ -\$ -\$ -\$ -\$ -\$ -\$ -\$ -\$ -\$ -\$ -\$ -\$ -\$ -- \$ BUDGET CATEGORY E. TOTAL - \$ - \$ - \$ - \$ - \$ - \$ \$ \$ --

#### Agency: HMH Hospitals Corporation Contract#: 23REBP

PURPOSE BUDGET PREPARATION MODIFICATION BUDGET EXPENDITURE REPORT

PERIOD COVERED 10/1/2022-6/30/2023

·		1	1	1	1		1	1	1		1
BUDGET CATEGORY F. OTHER		1	2	3		5	6	7	8	9	10
LINE ITEM	BASIS FOR ALLOCATION	TOTAL	No Hit Zone Year 1	No Hit Zone Year 2	No Hit Zone Year 3	No Hit Zone Year 4	0	0	0	Other Revenue	GENERAL & ADMINISTRATIVE COSTS
Travel for staff; local fuel and tolls	hospital rate	\$ 2,000	\$ 500	\$ 500	\$ 500	\$ 500					\$-
Travel to present at conference or meeting via air or train	historical	\$ 2,500	\$ 1,000	\$ 500	\$ 500	\$ 500					\$-
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	SUBTOTAL(pg.1)		\$ 1,500	\$ 1,000	\$ 1,000	\$ 1,000	\$-	\$-	\$-	\$-	\$-
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	SUBTOTAL(pg. 2)		- \$ -	\$-	\$-	<b>\$</b> -	\$-	\$-	\$-	\$-	\$-
BUD	OGET CATEGORY F. TOTAL		) \$ 1,500	\$ 1,000	\$ 1,000	\$ 1,000	\$-	\$-	\$-	\$-	\$-

### STATE OF NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES ANNEX B CONTRACT EXPENSE DETAIL G. GENERAL AND ADMINISTRATIVE COST ALLOCATION PAGE 14 OF 20

Agency HMH Hospitals Corporation Contract# 23REBP PURPOSE BUDGET PREPARATION MODIFICATION BUDGET EXPENDITURE REPORT

PERIOD COVERED 10/1/2022-6/30/2023

BUDGET CATEGORY G. GENERAL AND ADMINISTRATIVE COST ALLOCATION	1		2	3	4	5	6		7	8		9		10	
	TOTAL	1	No Hit Zone Year 1	No Hit Zone Year 2	No Hit Zone Year 3	No Hit Zone Year 4	0		0	0	Oth	er Revenu	e	GENERAL ADMINISTRA COSTS	ATIVE
Total Categories A-F	\$ 735,741	\$	183,935	\$ 245,247	\$ 245,247	\$ 61,312	\$ -	-	\$-	\$ -	\$		-	\$	1
	>>>>>>>>														
General and Administrative Costs		\$	-	\$ -	\$ -	\$ -								\$	-

# STATE OF NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES ANNEX B SCHEDULE 1-COST ALLOCATION DATA

SCHEDU	LE 1-COST ALLOCATI PAGE 15 OF 20	ON DATA			PURPOSE BUDGET PREPARATION MODIFICATION BUDGET EXPENDITURE REPORT PERIOD COVERED
4	5	6	7	8	9
No Hit Zone Year 3	No Hit Zone Year 4	0	0	0	Other Revenue

									EXPENDITURE REPORT PERIOD COVERED	10/1/2022-6/30/2023
	1	2	3	4	5	6	7	8	9	10
ALLOCATION BASE	TOTAL	No Hit Zone Year 1	No Hit Zone Year 2	No Hit Zone Year 3	No Hit Zone Year 4	0	0	0	Other Revenue	GENERAL & ADMINISTRATIVE COSTS
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### STATE OF NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES ANNEX B SCHEDULE 2-REVENUE PAGE 16 OF 20

PURPOSE	
BUDGET PREPARATION	
MODIFICATION BUDGET	
EXPENDITURE REPORT	
PERIOD COVERED	10/1/2022-6/30/2023

Agency: HMH Hospitals Corporation Contract#: 23REBP

GENERAL & No Hit Zone No Hit Zone No Hit Zone No Hit Zone DESCRIPTION TOTAL 0 0 0 Other Revenue ADMINISTRATIVE Year 1 Year 2 Year 3 Year 4 COSTS \$ -\$ -\$ \_ \$ -\$ -\$ -\$ -\$ -\$ -\$ -\$ -\$ -\$ -\$ -\$ \$ -\$ -Total K. Revenue \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$

Supporting documentation is required to substantiate the allocations.

DHS (REV 7/86)

Agency: HMH Hospitals Corpora Contract#: 23REBP STATE OF NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES ANNEX B SCHEDULE 3-APPLICABLE CREDITS PAGE 17 OF 20

PURPOSE BUDGET PREPARATION MODIFICATION BUDGET EXPENDITURE REPORT PERIOD COVERED

10/1/2022-6/30/2023

#	DESCRIPTION OF CREDIT/INCOME	AMOUNT	TREATMENT (EXPENSE ITEM OR CATEGORY OFFSET)	EXPLANATORY NOTES
1				
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18				

DHS (REV 7/86)

Agency: HMH Hospitals Corporation Contract#: 23REBP

STATE OF NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES ANNEX B **SCHEDULE 4 - RELATED ORGANIZATION** PAGE 18 OF 20

PURPOSE BUDGET PREPARATION MOD FICATION BUDGET EXPENDITURE REPORT PERIOD COVERED

10/1/2022-6/30/2023 NUMBER OF EXPLAIN RELATIONSHIP COST PROGRAM/COMPONENT

NAME OF RELATED ORGANIZATION	TYPES OF SERVICES, FACILITIES AND/OR SUPPLIES FURNISHED BY THE RELATED ORGANIZATION	EXPLAIN RELATIONSHIP	COST	PROGRAM/COMPONENT CHARGED

Agency HMH Hospitals Corporation Contract# 23REBP STATE OF NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES ANNEX B SCHEDULE 5 - DEPRECIATION/USE ALLOWANCE PAGE 19 OF 20 PURPOSE BUDGET PREPARATION MODIFICATION BUDGET EXPENDITURE REPORT

PERIOD COVERED 10/1/2022-6/30/2023

A	В	Ć	D	E	F	G	Н		J	K
DEPRECIABLE CAPITAL ASSET ITEMS	ACQUISITION COST	EXCLUSIONS	ADJUSTED COST BASIS (COL B MINUS COL C)	ACCUM. DEPREC. REPORTED ON FINANCIAL STATEMENTS	NET BOOK VALUE (COL D MINUS COL E)	ANNUAL DEPREC. REPORTED ON FINANCIAL STATEMENTS	ANNUAL USE ALLOWANCE	INTEREST EXPENSE	ANNUAL DEPREC. & INTEREST EXPENSE (COL G + I)	ALLOWABLE DEPREC. / USE ALLOWANCE
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DHS (REV 7/86)

#### STATE OF NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES ANNEX B SCHEDULE 6-COST OF EQUIPMENT PAGE 20 OF 20

PURPOSE BUDGET PREPARATION MODIFICATION BUDGET EXPENDITURE REPORT PERIOD COVERED

Agency: HMH Hospitals Corporation Contract#: 23REBP

10/1/2022-6/30/2023 BASIS OF ALLOCATION GENERAL & No Hit Zone No Hit Zone Year 2 No Hit Zone No Hit Zone TYPE & DESCRIPTION OF ITEM ADMINISTRATIVE TOTAL 0 0 0 Other Revenue Year 1 Year 3 Year 4 \$ -\$ -\$ -\$ -\$ -\$ -\$ -\$ -\$ -\$ -\$ -\$ -\$ -\$ -\$ \$ -\$ -\$ -\$ \_ \$ \$ \$ \$ TOTAL OF EQUIPMENT \$ \$ \$ \$ \$ -------



# **REQUEST FOR PROPOSALS**

# For

# American Rescue Plan Supplemental Funding for Community-Based Prevention Programs (ARP)

# CFDA 93.590

Funding in the amount of \$3,200,000 (through September 30, 2025)

Award range from \$400,000 to \$800,000 Per 36-Month Project

Applicants may only apply for one award

**Community-Based Child Abuse Prevention (CBCAP) Funding** 

There will be no Bidders Conference for this RFP

Questions are due by May 27, 2022

Bids are due: June 20, 2022

Christine Norbut Beyer, MSW Commissioner

May 10, 2022

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Attachment 1–Federal Requirements-Updated Rider for Purchases Funded by Federal Funds of 2CFR 200.317

# Funding Agency

State of New Jersey Department of Children and Families 50 East State Street Trenton, New Jersey 08625

## Special Notice:

There will be no Bidders Conference for this RFP. Questions will be accepted in advance of the proposal deadline by providing them via email to <u>DCF.ASKRFP@dcf.nj.gov</u> until **May 10, 2022, 12PM**. Technical inquiries about forms and other documents may be requested at any time.

All bids must be submitted electronically through our online system. To submit online, applicant must submit an AOR form. The AOR form must be completed and sent to <u>DCF.ASKRFP@dcf.nj.gov.</u> (See Section I).

## Section I – General Information

## A. Purpose:

In response to the unprecedented national Coronavirus (COVID-19) public health emergency, President Biden signed the American Rescue Plan (ARP) into law. This economic stimulus bill will assist New Jersey's efforts to prepare, prevent, and respond to the COVID-19 pandemic. With the passage of this bill, New Jersey received supplemental ARP federal funding through the Community Based Child Abuse Prevention (CBCAP) Program.

The New Jersey Department of Children and Families' (DCF) Division of Family and Community Partnerships announces the availability of \$3,200,000 in federal funding for CBCAP programs to enhance community-based, prevention-focused programs and activities designed to strengthen and support families and communities to prevent child abuse and neglect.

Funding is available for each 36-month project ranging from \$400,000 to \$800,000 for community-based child abuse prevention grants to address gaps and support families and communities.

Four (4) to eight (8) awards will be made. **Applicants may only apply for one (1) grant** under this offering and one (1) grant under the related CBCAP ARP funding for Early Childhood Prevention Programs. Applicants that apply for both funding streams cannot apply with the same program offerings. The program offered by the Applicant under each separate proposal must be different.

The 36-month grant period shall begin at the time of the award and may continue through September 30, 2025.

CBCAP was established by Title II of the Child Abuse Prevention and Treatment Act (CAPTA). CAPTA has been amended several times and was last reauthorized on December 20, 2010, by the CAPTA Reauthorization Act of 2010 (P.L. 111-320). It was amended in 2015, 2016, and 2018, and most recently, certain provisions of the act were amended on January 7, 2019, by the Victims of Child Abuse Act Reauthorization Act of 2018 (P.L. 115-424).

The purpose of CBCAP is to:

- Support community-based efforts to develop, operate, expand, enhance, and coordinate initiatives, programs and activities to prevent child abuse and neglect and to support the coordination of resources and activities to strengthen and support families thereby reducing the likelihood of child abuse and neglect; and
- 2. To foster understanding, appreciation, and knowledge of diverse populations in order to effectively prevent and treat child abuse and neglect.

PLEASE NOTE: ARP funds shall be used to supplement and not supplant other federal, state, and local public funds in accordance with 42 U.S.C § 10406(c)(6).

## **Exclusions:**

Funds for this offering cannot be utilized for domestic violence programs, training, events, and public information campaigns.

Funding to provide early childhood supportive services to be offered in conjunction with newborn home visiting programs including maternal health and wellness program are excluded from this offering as these projects are funded through a separate RFP.

## B. Background:

Since its creation in 2006, DCF has designed and managed a strong, statewide network of core services including child protection and child welfare services, children's behavioral health care, programming to support children with intellectual and developmental disabilities and their families, communitybased family strengthening services, specialized educational programming, and services and programming to support women. Over 100,000 New Jersey constituents are impacted by these services each month.

In keeping with Governor Phil Murphy's platform of a stronger, fairer New Jersey, DCF is undergoing an urgent transformation that is informed by evolving national best practice, ongoing self-evaluation of the Department's performance, and advances in science, and staff and consumer voice.

DCF's vision is that all New Jersey residents are safe, healthy, and connected. DCF's values guide the work of the Department, serving as the professional compass for decisions large and small, in all that we do: Collaboration, Equity, Evidence, Family, and Integrity.

The Department has identified a set of core approaches that are not initiatives or programs, but instead are practices that we work to embed in all aspects of our work: Race equity, Healing centered practice, Protective factors framework, Family voice, and Culture of safety.

Lastly, DCF's strategic focus identifies major priorities for the Department as we strive to maintain excellence in core service delivery, while achieving a large-scale, fundamental transformation that includes:

- Primary prevention of maltreatment and maltreatment related fatalities
- Preserving kinship connections
- Staff health and wellness
- A fully integrated and inclusive Children's System of Care (CSOC)

In furtherance of the Department's strategic plan, the Division of Family and Community Partnerships is seeking proposals for programming to support a prevention infrastructure that is designed to reduce rates of child abuse and neglect, and that takes a comprehensive approach to evidence-based prevention services. This offering supports the Department's prioritization of prevention of child maltreatment as a transformational cornerstone for the child welfare system in New Jersey. This RFP provides communities with latitude to determine the specific prevention approach to ensure that community needs are met. Local partnerships are encouraged.

Every year, over 3,000 New Jersey children are victims of abuse or neglect. The most common forms of child maltreatment in New Jersey are neglect (70.9%) followed by sexual abuse (17.5%) and physical abuse (14.4%).<sup>1</sup> The New Jersey Child Welfare Data Hub identifies children under the age of 1 being most at risk for maltreatment (rate of 4.4 per 1,000), compared to children aged 1 to 5 (rate 1.5), aged 6 to 12 (rate 1.4) or aged 13 to 17 (rate 1.1). Rates of child maltreatment-related fatalities have been fairly consistent since 2015 with deaths in 2019 totaling 19 (1.0 per 100,000). A common factor associated with child fatality is caregiver drug abuse. The perpetrators of child fatalities are most often (more than 80%) caregiver of their victims. Additional data regarding child abuse and neglect in New Jersey can be found at the NJ Child Welfare Data Hub: <u>Data Hub (rutgers.edu)</u>

<sup>&</sup>lt;sup>1</sup>U.S. Department of Health & Human Services, Administration for Children and Families, *Administration on Children, Youth and Families, Children's Bureau. (2022). Child Maltreatment 2020.* Available from <u>https://www.acf.hhs.gov/cb/data-research/child-maltreatment</u>.

New Jersey DCF, through partnership with Rutgers, the State University of New Jersey, and New Jersey's 21 Human Services Advisory Councils, conducted a community needs assessment in each of New Jersey's 21 counties during 2019-21. The Needs Assessment includes community data profiles, as well as the results of community surveys, focus groups and interviews in each County.

Statewide summaries and county reports identified major challenges experienced by families in communities and identified priority areas in which families need support. The Needs Assessments, including data profiles, can be found at:

## https://www.nj.gov/dcf/about/divisions/opma/hsac\_needs\_assessment.html

These community-based prevention grants will provide opportunities for communities to:

- Implement evidence-based prevention practices that have demonstrated a high return on investment and/or significant outcomes in the prevention of child maltreatment through either national or local evaluation.
- Implement evidence-based prevention practices (programs, policies and strategies) that also have a positive impact on other health and social outcomes of families and communities with outcomes including but not limited to, improved knowledge of child development, expanded supportive parental social networks, improved parental coping skills, improved access to services, and improved peer relationships. Examples of such practices include parent cafes, improved care coordination, improved awareness of and access to services.
- Implement community level prevention approaches aimed specifically at addressing community concerns leading to improved family wellbeing through collective impact approaches and the development of community collaboratives.

For the purposes of this CBCAP ARP funding opportunity, evidence-based practice is defined as the integration of the best available research with child abuse prevention program expertise within the context of the child, family, and community characteristics, culture, and preferences. Some form of documented scientific evidence validates these approaches to prevention. This includes findings established through scientific research, such as controlled clinical studies; however, other methods of establishing evidence are also valid. Evidence-based practices may be considered "supported" or "well-supported," depending on the strength of the research design. Evidence-informed practice is similar to evidence-based, but the level of evidence supporting the programs or practices is not as strong. Evidence-informed

practices may be considered "promising" or "emerging," depending on the strength of the existing research or documentation of its evidence. Evidence-informed practice allows for innovation within CBCAP, while still incorporating lessons learned from the existing research literature. Additional information on evidence based and evidence informed programs and practices and distinctions between emerging, promising, supported and well-supported practice can be found at <u>Evidence-Based Practice in CBCAP | Friends NRC.</u>

In addition:

• Proposals that develop prevention programs in response to family and community needs identified in New Jersey's 2021 Human Services Advisory Council (HSAC) Needs Assessments will **automatically be awarded five (5) points in the scoring of the application**.

The Division of Family and Community Partnerships utilizes a Risk and Protective Factors framework in addressing prevention of child abuse and neglect. All proposed programs must demonstrate impact on the protective factors. DCF has structured its practice models and purchased services to assess for and to promote the five (5) protective factors, conditions which - when they are in place within individuals, family systems, and/or communities - reduce risk to health and well-being: parental resilience, social connections, concrete support in times of need, knowledge of parenting and child development, and social and emotional competence for children. For more information on Risk and Protective Factors Framework in addressing child abuse and neglect, see the Center for Disease Control and Prevention (Risk and Protective Factors]Child Abuse and Neglect[Violence Prevention]Injury Center[CDC).

CBCAP funds primary and secondary prevention programs. Primary prevention consists of activities that are targeted toward the community at large. These activities are meant to impact families before any allegations of abuse and neglect. Primary prevention services include public education activities, and family support programs.

Secondary prevention consists of activities targeted to families that have one or more risk factors, including families with substance abuse, teen parents, parents of special needs children, single parents, and low-income families. Secondary prevention services include respite care for parents of a child with a disability, or programs for new parents. Proposals for either Primary or Secondary prevention programming are permitted.

The ARP provides critical and unprecedented support to children, families, and communities in response to the COVID pandemic and resulting economic downturn, which have been exacerbated by historic racial injustices. ARP funding provides a comprehensive approach to support children and families, meet communities where they are and address systemic inequities.

# C. Target Population /Admission:

The CBCAP ARP grant is aimed at strengthening the network of primary and secondary prevention programs in communities to further the goal of reducing child abuse and neglect. Specific community need and target population will vary across applications. Eligible Applicants include local units of government and nonprofit organizations like faith-based, charitable, community-based, Tribal, school or voluntary associations. Applicants shall take all community and individual characteristics of the target population into account when overseeing implementation of the program. This includes considering geographic location and transportation, racial and/or ethnic backgrounds, sexual orientation, language, and disability. Programs that receive funding must be accessible and delivered without discrimination based on age, disability, gender, gender-identity, sexual orientation, race, color, national origin, or religion. (42 U.SC. §10406).

All individuals from the target population, regardless of citizenship, legal status, or tribal affiliation, are to have the same access to services without the need to produce documentation of residency/citizenship. Applicants must be able to assist participants with Limited English Proficiency (LEP), and Deaf or hard of hearing. Services are provided without charge to the target population.

## D. Resources:

## Geographic Area to Be Served

Successful Applicants shall clearly define the community to be served (e.g., city, county, school-district, etc.) and location of service delivery.

## Staffing

Staffing will be dictated by program activities as described in the proposal narrative and budget. Staff shall possess the requisite knowledge and expertise required for successful project implementation. Staff shall reflect the language, race and cultural backgrounds of the selected communities and target populations.

## **Continuous Quality Improvement Standards**

DCF engages in Continuous Quality Improvement (CQI) to identify and analyze strengths and areas needing improvement. DCF is committed to the process of ongoing evaluation as a vehicle to learn and develop solutions to improve the quality of services.

The successful Applicant shall be required to submit quarterly reports that include qualitative and quantitative data as part of the CQI process. The Applicant will be required to collect and report pertinent participant and program data relative to the project activities and measurable program outcomes.

## Voluntary Participation

The Applicant shall operate with the highest level of ethical practice and accountability to the community. All programming must be available on a voluntary basis.

## Healing Centered Approach

The Applicant should articulate a trauma-informed, healing centered and culturally relevant approach to its program delivery. This approach acknowledges the needs of the community and target population.

## E. Activities:

Awardees shall:

- Partner with families, the community, and persons with relevant lived experience in the planning, implementation, CQI activities and evaluation of the program.
- Implement an evidence-based program that will reduce rates of child maltreatment that can include but not be limited to improved knowledge of child development, expanded supportive parental social networks, improved parental comping skills, improved access to services, and improved peer relationships.
- Collect all relevant data and complete all reports and evaluations as required by DCF.
- Participate in quarterly results and learning meetings and other CQI activities required by DCF.

If the program provides direct services to participants, the Applicant shall clarify how participants are referred into the program and how services are accessed as well as any inclusionary or exclusionary parameters for participation.

## F. Outputs:

Measurable outcomes are essential for determining the extent to which implemented approaches and activities achieve their intended effects. Applicants shall identify the specific risk and/or protective factors that the program seeks to influence and identify a related set of milestones and key performance indicators to track progress on outcomes. Applicants must propose measures of success relevant and specific to their proposed strategies. Depending upon the type of program, measures such as numbers and demographics of program participants shall be provided in addition to metrics that capture changes in behavior or condition are expected.

Awardees shall provide the Division of Family and Community Partnerships with quarterly progress reports that include both qualitative and quantitative data consistent with the goals and objectives of the project, utilizing measurement tools aligned with project outcomes.

Up to 15% of the award may be directed at measurement and evaluation activities.

## G. Funding Information:

CBCAP ARP supplemental funding is subject to appropriation. Funding for this offering is available up to \$3,200,000 of federal CBCAP ARP funds (CFDA 93.590).

The Department will make available a minimum of four (4) and up to eight (8) awards.

DCF reserves the right to award all or a portion of the requested amount.

Each award will be between \$400,000 and \$800,000 for the 36-month project. The Department will make available \$1,000,000 in FY 2023 of federal CBCAP ARP funds (CFDA 93.590). It is anticipated that the resulting contract will total between \$400,000 to \$800,000 over the 36-month time frame. Funding will be renewed in each of the three years contingent on availability of federal funds and programmatic progress. Grant funds will not be available after September 30, 2025. Continuation funding is contingent upon the availability of funds in future fiscal years. Universities are reminded that this is a competitive process and on notice that no annual increases will be considered as part of this contract to salaries, fringe or benefits for future negotiations or contracts, unless approved by the State legislature for all contracting entities.

Additional funds are not available, so any proposed one-time expenses must be funded with **anticipated** contract accruals. Applicants must provide a justification and detailed summary of anticipated start-up costs, and the source of anticipated contract accruals, in order to begin program operations.

The CBCAP ARP funding period for this program is anticipated from July 1, 2022, through June 30, 2025, with the ability to carry over unspent funds, with DCF approval, through September 30, 2025.

Matching Funds: No match is required for the CBCAP ARP grant awards.

Operational start-up costs are permitted. Applicants must provide a justification and detailed summary of all expenses that must be met in order to begin program operations.

Proposals that demonstrate the leveraging of other financial resources are encouraged.

Funds awarded under this program may not be used to supplant or duplicate existing funding.

Any expenses incurred prior to the effective date of the contract will not be reimbursed by DCF.

# H. Applicant Eligibility Requirements:

- 1. Applicants must be for profit or non-profit corporations and/or Universities that are duly registered to conduct business within the State of New Jersey.
- 2. Applicants must be in good standing with all State and Federal agencies with which they have an existing grant or contractual relationship.
- 3. If Applicant is under a corrective action plan with DCF (inclusive of its Divisions and Offices) or any other New Jersey State agency or authority, the Applicant may not submit a proposal for this RFP if written notice of such limitation has been provided to the Agency or authority. Responses shall not be reviewed and considered by DCF until all deficiencies listed in the corrective action plan have been eliminated and progress maintained to the satisfaction of DCF for the period of time as required by the written notice.
- 4. Applicants shall not be suspended, terminated or barred for deficiencies in performance of any award, and if applicable, all past issues must be resolved as demonstrated by written documentation.
- 5. Applicants that are presently under contract with DCF must be in compliance with the terms and conditions of their contract.
- 6. Where required, all applicants must hold current State licenses.
- 7. Applicants that are not governmental entities must have a governing body that provides oversight as is legally required.
- 8. Applicants must have the capability to uphold all administrative and operating standards as outlined in this document.
- 9. Applicants must have the ability to achieve full operational census within 60 days of contract execution. Further, where appropriate, applicants must execute sub-contracts with partnering entities within 60 days of contract execution.
- 10. All applicants must have a Data Universal Numbering System (DUNS) number. To acquire a DUNS number, contact the dedicated toll-free DUNS number request line at 1-866-705-5711 or inquire on-line at: <u>http://fedgov.dnb.com/webform.</u>

11. Any fiscally viable entity that meets the eligibility requirements, terms and conditions of the RFP, and the contracting rules and regulations set forth in the DCF Contract Policy and Information Manual may submit an application.

# I. RFP Schedule:

May 27, 2022	Deadline for Email Questions sent to DCF.ASKRFP@dcf.nj.gov
June 20, 2022	Deadline for Receipt of Proposals by 12:00PM

Proposals received after 12:00PM on June 20, 2022, will not be considered.

# All proposals must be delivered ONLINE

To submit online, Applicant must submit an AOR form. The AOR form must be completed and sent to <u>DCF.ASKRFP@dcf.nj.gov</u>

Authorized Organization Representative (AOR) Form: <u>https://www.nj.gov/dcf/providers/notices/AOR.doc</u>

Once the AOR is submitted and the Applicant is granted permission to proceed, instructions will be provided for submission of the proposal.

Only a registered Authorized Organization Representative (AOR) or the designated alternate is eligible to send in a submission by submitting an AOR form.

Registered AOR forms should be received five (5) business days prior to the date the bid is due.

We recommend not waiting until the due date to submit your proposal in case there are technical difficulties during your submission.

#### **Submission Requirement:**

It is required that you submit your proposal as one PDF document. If the Appendix file is too large, it can be separated into more pdf parts, such as Part 3, Part 4, etc. Please do not upload separate documents.

#### J. Administration:

# 1. Screening for Eligibility, Conformity and Completeness

DCF will screen proposals for eligibility and conformity with the specifications set forth in this RFP. A preliminary review will be conducted to determine whether the application is eligible for evaluation or immediate rejection.

The following criteria will be considered, where applicable, as part of the preliminary screening process:

- a) The application was received prior to the stated deadline.
- b) The application is signed and authorized by the Applicant's Chief Executive Officer or equivalent.
- c) The Applicant attended the Bidders Conference (if required).
- d) The Application is complete in its entirety, including all required attachments and appendices.
- e) The application conforms to the specifications set forth in the RFP.

Failure to meet the criteria outlined above, or the submission of incomplete or non-responsive applications may result in rejection of the proposal.

For a bid to be considered for award, at least one representative of the Applicant must have been present at the Bidders Conference, if required. Failure to attend the Bidders Conference will result in automatic bid rejection.

Upon completion of the initial screening, proposals meeting the requirements of the RFP will be distributed to the Proposal Evaluation Committee for its review and recommendations.

# 2. Proposal Review Process

DCF will convene a Proposal Evaluation Committee in accordance with DCF Policy P.104 located at https://www.nj.gov/dcf/providers/contracting/manuals/ The Committee will review each application in accordance with the established criteria outlined in Section II of this document. All reviewers, voting and advisory, will complete a conflict-of-interest form. Those individuals with conflicts or the appearance of a conflict will be disqualified from participation in the review process. The voting members of the Proposal Evaluation Committee will review proposals, deliberate as a group, and then independently score applications to determine the final funding decisions.

The Department reserves the right to request that Applicants present their proposal in person for final scoring. In the event of a tie in the scoring by the Committee, the Applicants that are the subject of the tie will provide a presentation of their proposal to the evaluation committee. The evaluation committee will request specific information and/or specific questions to be answered during a presentation by the provider and a brief time-constrained presentation. The presentation will be scored out of 100 possible points, based on the following criteria and the highest score will be recommended for approval as the winning Applicant.

Abstract	0 Points
I. Organizational Community & Fit	
<ul> <li>A. Expertise of the Applicant Agency</li> <li>B. Project Description: Need HSAC</li> </ul>	10 Points 15 Points
C. Program Approach Youth/Family Involvement	25 Points
II. Organizational Capacity	15 Points
III. Organizational Support	10 Points
IV. Outcomes and Evaluation	15 Points
V. Budget Narrative	10 Points

The Department also reserves the right to reject any and all proposals when circumstances indicate that it is in its best interest to do so. The Department's best interests in this context include but are not limited to: State loss of funding for the contract; the inability of the Applicant to provide adequate services; the Applicant's lack of good standing with the Department, and any indication, including solely an allegation, of misrepresentation of information and/or non-compliance with any State of New Jersey contracts, policies and procedures, or State and/or Federal laws and regulations.

All Applicants will be notified in writing of the Department's intent to award a contract.

# 3. Special Requirements

The successful Applicant shall maintain all documentation related to proof of services, products, transactions and payments under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

WARRANTY OF NO SOLICITATION ON COMMISSION OR CONTINGENT FEE BASIS. The Applicant warrants by submission of the proposal 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. All Applicants must comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, the State Affirmative Action policy as attached as **Exhibit A**.

All Applicants must comply with laws relating to Anti-Discrimination as attached as **Exhibit B**.

All Applicants must submit a signed Notice of Standard Contract Requirements, Processes, and Policies as attached as **Exhibit C**.

All Applicants must submit a signed Attestation-Public Law P.L. 2021, c.1 Attestation Form for Providers with DCF Contracts as attached as **Exhibit D**.

Applicants must comply with the federal requirements of 2CFR 200.317. See <u>Attachment 1</u>. See <u>Attachment posting on DCF website</u>.

Applicants must comply with confidentiality rules and regulations related to the participants in this program including but not limited to:

- 1. Applicants must comply with 42 CFR Part 2 Confidentiality of Substance Use Disorder Patient Records.
- 2. Keep client specific and patient personal health information ("PHI") and other sensitive and confidential information confidential 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. Recognize and understand that case information as mandated by N.J.S.A. 9:6-8.10a is to be kept confidential and the release of any such information may be in violation of state law.

All Applicants are advised that any <u>software purchased</u> in connection with the proposed project must receive prior approval by the New Jersey Office of Information Technology.

Applicants are also advised that any <u>data collected</u> or maintained through the implementation of the proposed program shall remain the property of DCF.

<u>Organ and Tissue Donation:</u> As defined in section 2 of P.L. 2012, c. 4 (<u>N.J.S.A</u>.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. §1320b-8 to serve in this State.

# K. Appeals:

An appeal of the selection process will be heard only if it is alleged that the Department has violated a statutory or regulatory provision in awarding the grant. An appeal will not be heard based upon a challenge to the evaluation of a proposal. Applicants may appeal by submitting a written request to:

Office of Legal Affairs Contract Appeals 50 East State Street 4<sup>th</sup> Floor Trenton, NJ 08625

no later than ten (10) business days following receipt of the notification or by the deadline posted in this announcement.

# L. Post Award Review:

As a courtesy, DCF may offer unsuccessful Applicants an opportunity to review the Evaluation Committee's rating of their individual proposals. All Post Award Reviews will be conducted by appointment.

Applicants may request a Post Award Review by contacting: <u>DCF.ASKRFP@dcf.nj.gov</u>.

Post Award Reviews will not be conducted after six (6) months from the date of issuance of this RFP.

# M. Post Award Requirements:

Selected Applicants will be required to comply with the terms and conditions of the Department of Children and Families' contracting rules and regulations as set forth in the <u>Standard Language Document, the Contract</u> <u>Reimbursement Manual and the Contract Policy and Information Manual</u>. Applicants may review these items via the Internet at:: <u>www.nj.gov/dcf/providers/contracting/manuals</u>.

Selected Applicants will also be required to comply with all applicable State and Federal laws and statutes, assurances, certifications and regulations regarding funding.

Upon receipt of the award announcement, and where appropriate, selected Applicants will be minimally required to submit one (1) copy of the following documents:

1. A copy of the Acknowledgement of Receipt of the NJ State Policy and Procedures returned to the DCF Office of the EEO/AA

- 2. Proof of Insurance naming DCF as additionally insured from agencies
- 3. Bonding Certificate
- 4. Notification of Licensed Public Accountant (NLPA) with a copy of Accountant's Certification
- 5. ACH-Credit Authorization for automatic deposit (for new agencies only)

The actual award of funds is contingent upon a successful Contract negotiation. If, during the negotiations, it is found that the selected Applicant is incapable of providing the services or has misrepresented any material fact or its ability to manage the program, the notice of intent to award may be rescinded.

# Section II – Application Instructions

# A. Proposal Requirements and Review Criteria:

Applicants must submit a Narrative that addresses the following criteria below.

In conjunction with DCF's review of the narrative descriptions you insert under each numbered subsection below, DCF will assess the documents you submitted with your response to this opportunity. DCF will determine the score for each section based on the quality, completeness, and accuracy of both the narrative descriptions and the documents it deems to be relevant.

The narrative portion of the proposal should be double-spaced with margins of one (1) inch on the top and bottom and one (1) inch on the left and right. There is a twenty-five **(25)** page limitation for the narrative portion of the grant application. The font shall be no smaller than twelve (12) points in Arial or Times New Roman. A one (1) point reduction per page will be administered to proposals exceeding the page limit requirements.

If documents are missing from the proposal, DCF may provide an email notice to the Applicant after the bid is submitted. Applicants will have up to five (5) business days after notice from DCF to provide any potentially missing documentation without penalty. If the deductions total twenty (20) points or more, the proposal shall be rejected as non-responsive. A penalty of five (5) points will be deducted for each missing document if not provided in five (5) days after requested by DCF.

The narrative must be organized appropriately and address the key concepts outlined in the RFP. Annex B budget pages, and attachments do not count towards the narrative page limit.

Each proposal narrative must contain the following items organized by heading in the same order as presented below:

# **Project Abstract** (not part of narrative) (no points)

# Provide a one (1) Page Maximum Abstract

The abstract should present a concise summary of the well-supported, promising or evidenced-based prevention practice (program, policy, strategy) and include information regarding the need, the target population (including number to be served), a brief description of the EBP practice, why it was selected, cost benefit of implementing the selected EBP, what the expected accomplishments will be as well as the total amount of funding being sought.

# I. Community and Organizational Fit

Community and Organizational fit refers to respondent's alignment with the specified community and state priorities, family and community values, culture and history, and other interventions and initiatives.

# A. <u>Expertise of the Applicant Agency-(10 Points)</u>

- 1) Describe how this initiative is consistent with your mission and vision, and priorities.
- 2) Describe how this initiative fits with existing initiatives/programming in your organization.

3) Describe any services and programs that that your Agency provides that are categorized as well as emerging, promising, supported or well-supported practice (see Evidence-Based Practice in CBCAP Friends NRC).

4) Describe how this initiative is consistent with your organization's experience working with the target (or similar) populations required to be served by this initiative.

# B. <u>Project Description: Need</u>-(15 Points)

Note: The 2021 Human Services Advisory Council (HSAC) Needs Assessments Synthesis Report for New Jersey's 21 Counties identified 6 basic needs areas and 7 specialized service needs areas along with barriers and impacted sub-populations. While not limited to this source for the identification of community need, it is highly encouraged that applicants consider county and statewide needs identified in the state and county reports which can be found at:

https://www.nj.gov/dcf/about/divisions/opma/hsac\_needs\_assessment.html

Proposals that develop prevention programs in response to family and community needs identified in New Jersey's 2021 Human Services Advisory Council (HSAC) Needs Assessment reports will **automatically be awarded five (5) points.** 

- 1) Describe the need, service gap, barrier or challenge that the initiative will address.
- 2) Describe how the proposed initiative will address the identified gaps or needs
- 3) Discuss the target population to be served. The applicant should include population size and demographics as well as any relevant statistics to link the need for this project. This includes a description of disparities impacting target populations historically underserved, marginalized and adversely affected by persistent poverty and inequality
- 4) Describe how the program contributes to the prevention of child maltreatment. Include a description of other outcomes as described above in the Background section or outcomes that are consistent with the relevant protective factor(s) the program is designed to address. If applicable, how does the program contribute to reduction in infant mortality.
- 5) Include a summary of existing services and community supports in the geographic area, including barriers and gaps. Describe how your program will (i) be different from rather than duplicate existing community services and resources; and (ii) bridge identified gaps and overcome barriers to build relationships that will reach the target population.

# C. Program Approach-(25 Points)

- Describe the proposed program model and all strategies and key activities of the project. Describe how this model meets the stated purpose of the grant.
- Describe how the strategies will keep fidelity to an evidence-based, evidence-supported, or evidence-informed model. If the project includes innovative models or strategies, please provide a clear description of the evidence to support your model/strategy selection.
- Describe the population to be impacted by the project. Include basic demographic information of the community and/or children and families to be served and identify the geographic reach of the project. Include numbers of children, families, or others to be served by each component of the project.
- Describe outreach strategies to special populations of underserved or underrepresented groups unique to the identified service area.

• Describe any potential barriers to implementation of the proposal and strategies to overcome them.

Note: Address the following three cross-cutting priorities of the NJTFCAN Prevention Plan for 2022- 2025. For reference, the NJTFCAN Prevention Plan can be found at: 2022-2025.NJ.Statewide.Prevention.Plan.pdf

• <u>**Priority 1**</u>: Promote racial equity/racial justice and reduce disparities across populations in service access, service provision, and retention.

What strategies will be utilized to ensure that every family, regardless of race, has the same opportunities and access to culturally and linguistically appropriate prevention services.

• <u>Priority 2</u>: Increase opportunities for effective <u>youth and family</u> participation and partnership in policy and program planning, implementation, continuous quality improvement (CQI), evaluation, and outcomes.

What strategies will the program adopt to enhance opportunities for diverse persons including those with lived experience (e.g., persons or families who have sought support) to partner, collaborate, and provide insight into programs and policies related to this initiative. **DCF places a premium on the meaningful involvement of <u>youth/family</u> and persons with lived experience in the planning, implementation, continuous quality improvement, evaluation and outcomes of programs and services.** 

The response for Priority 2 will be awarded up to five (5) points.

• <u>**Priority 3**</u>: Promote developmentally based trauma-Informed and healing-centered prevention practices.

Describe how the requirements of this initiative will be met through your policies implementing trauma informed practices.

• Include written policies implementing trauma informed practices, if available.

# II. Organizational Capacity-(15 Points)

Organizational Capacity refers to the Respondent's ability to financially and structurally meet and sustain the specified minimum requirements.

- 1) Describe how the organization's leadership is knowledgeable about and in support of this initiative. Include how the requirements of this initiative will be met through your governance and management structure, including the roles of senior executives and governing body (Board of Directors, Managing Partners, Board of County Commissioners. Do leaders have the diverse skills and perspectives representative of the community being served?
  - Include a Governing Body List. (A "governing body" is any of the following: Board or Directors -or- Managing Partners, if LLC/Partnership, -or- Board of County Commissioners of Responsible Governing Body. List must be dated and include the following: names, titles, emails, phone numbers, addresses, and terms for all members of Governing Body.) as part of the appendix.
  - Include a current Agency-Wide Organizational Chart.
- 2) Does the organization currently employ or have access to staff that meet the staffing requirements for this initiative as described in the Resources section of this RFP? If so, describe.
- 3) Does the staff have a cultural and language match with the population they serve, as well as relationships in the community? If so, describe.
- 4) Describe how your Agency plans to fulfill staffing requirements not currently in place by hiring staff, consultants, sub-grantees and/or volunteers who will perform the proposed service activities.
  - Indicate the number, qualifications and skills of all staff, consultants, sub-grantees and/or volunteers who will perform the proposed service activities. Describe the management and supervision methods that will be utilized.
    - Include an organizational chart for the proposed program operation as part of the appendix.
    - Include job descriptions that include all educational and experiential requirements as part of the appendix.
    - Include professional licenses related to job responsibilities, if applicable.
    - Include resumes of any existing staff who will perform the proposed services as part of the appendix.
    - Include a brief narrative on staffing patterns as part of the appendix.

- 5) Are there designated staff with capacity to collect and use data to inform ongoing monitoring and improvement of the program or practice? If so, describe.
- 6) What administrative practices must be developed and/or refined to support the initiative/program/practice? What administrative policies and procedures must be adjusted to support the work of the staff and others to implement the program or practice?
- Describe how the requirements of this initiative will be met through your existing collaborations, partnerships and collaborative efforts with other communities and systems.
- 8) Describe how the requirements of this initiative will be met through your membership in professional advisory boards.
- Briefly describe the ways in which your Agency's operations (policies and/or practices) mirror the Prevent Child Abuse New Jersey's Safe Child standards.

The Standards are available at: <a href="https://nj.gov/dcf/providers/notices/nonprofit/">https://nj.gov/dcf/providers/notices/nonprofit/</a>

- Include a brief (no more than 2 pages double spaced) Safe-Child Standards Description demonstrating ways in which your Agency's operations mirror the Standards as part of the appendix.
- 10) Describe how the requirements of this initiative will be met through your plans for program accessibility that include, at a minimum, the following details: site description, safety considerations, and transportation options for clients served.
  - Submit a description/floor plan of program space as part of the appendix (include address).
  - Additional photos and/or floor plans are also welcomed, if available-attach as part of the appendix.
- 11) Describe how the requirements of this initiative will be met through your strategies for identifying and engaging the target population and for maintaining their participation in services in accordance with service recipients' need(s).
- 12) Describe how the requirements of this initiative will be implemented through the community partners listed and attested to in the resources

section of this RFP and the collaborative activities listed and attested to in the activities section of this RFP.

- Include a letter of commitment specific to a service or MOU to demonstrate commitment to the program as part of the appendix (if relevant to your program). If not applicable, include a written statement stating it is "NOT APPLICABLE."
- Include no more than (8) professional letter(s) of support from community organizations that you already partner with as part of the appendix. Letters from any New Jersey State employees are prohibited.
- 13) Describe your plans to ensure the needs of the target community will be met in a manner consistent with your commitment to cultural competency and diversity and the Law Against Discrimination (NJSA 10:51 seq.).
- 14) Provide a Proposed Program Implementation Schedule (attached as appendix item 20) including a detailed timeline for implementing the proposed services or some other detailed weekly description of your action steps in preparing to provide the services of the RFP and to become fully operational within the time specified.
- Include a Program Implementation Schedule attached as part of the appendix.

# III. Organizational Supports-(10 Points)

Organizational Supports refers to the respondent's access to Expert Assistance, Staffing, Training, Coaching & Supervision.

1) Describe how your organization will support this initiative with required/necessary training, coaching, supervision. Describe your organization's process to evaluate staff performance.

# • Include a Curricula Table of Contents for current and proposed training as part of the appendix.

 Describe how your organization will support the staff implementing this initiative by leveraging the resources of providers; communities; and other stake holders.

# IV. Outcomes and Evaluation-(15 Points)

1) Describe how your organization will support the requirements of this initiative for collection, maintenance, and analysis of data. Will this require use of or changes to existing monitoring and reporting systems?

- 2) Describe how this initiative will be supported by your use of the data after it is analyzed and reported to evaluate program performance.
- Include a summary of evaluation tools that will be used to determine the effectiveness of the program services (Summary should be no more than 5 pages) as part of the appendix.
- 3) Describe procedures that will be used for data collection, management and timely reporting. Provide a description of data to be recorded, the intended use of that data and the means of maintaining confidentiality of respondents.
- 4) Submit a **signed Notice** of Standard Contract Requirements, Processes, and Policies as attached as **<u>Exhibit C</u>**, **as an appendix**.
- 5) Submit a **signed Attestation** (<u>Exhibit D</u>)-Public Law P.L. 2021, c.1 Attestation Form for Providers with DCF Contracts, **as an appendix**.
- 6) Describe how this initiative will be supported by your quality assurance and performance improvement processes, including the meaningful role of those to be served.
- Describe how this initiative will be supported by your willingness to engage in participatory, collaborative evaluation planning with DCF to improve and finalize outcome indicators.

# V. Budget-(10 Points)

The Department will consider the cost efficiency of the proposed budget as it relates to the anticipated level of services (LOS). Therefore, applicants must clearly indicate how this funding will be used to meet the project goals and/or requirements. Provide a line item budget and narrative for the proposed project/program. The narrative must be part of the proposal.

#### • The Budget forms are to be attached as an appendix.

The Applicant shall submit 3 12 month budgets: Year 1 from 7/1/22 to 6/30/23; Year 2 from 7/1/23 to 6/30/24; and Year 3 from 7/1/24 to 6/30/25. The Applicant shall use the form attached as Exhibit E and provide three 12 month budgets.

The budget shall be reasonable and reflect the scope of responsibilities required to accomplish the goals of this project. The budget shall also reflect a twelve (12) month operating schedule and must include, in

separate columns, total funds needed for each line item, the funds requested in this grant, and funds secured from other sources. All costs associated with the completion of the project must be clearly delineated and the budget narrative must clearly articulate budget items, including a description of miscellaneous expenses or "other" items. The completed budget proposal must also include a detailed summary of and justification for any one-time operational start-up costs.

The grantee is expected to adhere to all applicable State cost principles.

A description of General and Administrative Costs are available at <u>https://www.nj.gov/dcf/providers/contracting/manuals/#1</u> under the Contract Reimbursement Manual, Section 4 . See *Standard Documents for RFPs* for forms.

# B. Supporting Documents:

Applicants must submit a complete proposal signed and dated by the Chief Executive Officer or equivalent. There is a twenty-five (25) page limitation for the narrative portion of the grant application. A one (1) point reduction per page will be administered to proposals exceeding the page limit requirements.

Applicants will have up to five (5) business days after notice from DCF to provide any potentially missing documentation without penalty. If the deductions total twenty (20) points or more, the proposal shall be rejected as non-responsive. A penalty of five (5) points will be deducted for each missing document if not provided in five (5) business days after requested by DCF.

The narrative must be organized appropriately and address the key concepts outlined in the RFP. Attachments do not count towards the narrative page limit.

All supporting documents submitted in response to this RFP must be organized in the following manner:

	Part I: Proposal	
1	Proposal Cover Sheet – (signed and da Website: <u>https://www.nj.gov/dcf/provid</u> Form: <u>https://www.nj.gov/dcf/providers/notices/</u>	ers/notices/requests/#2
2	Table of Contents – Please number and possible, in the order as stated in Part I a	
3	Proposal Narrative in following order Abstract I. Organizational Community & Fit A Expertise of the Applicant Age	<b>25 Page Limitation</b> 0 Points

	B Project Description: Need HSAC	15 Point
	C Program Approach Family Involvement	25 Points
	II. Organizational Capacity	15 Points
	III. Organizational Support	10 Points
	IV. Outcomes and Evaluation	15 Points
	V. Budget Narrative	10 Points
	Part II: Appendix	and approximately a second sec
4	Written policies implementing trauma in If not applicable, include a written stateme	
5	Governing Body List. (A "governing b Board or Directors -or- Managing Par Board of County Commissioners of Re List must be Dated and include the following a. Names b. Titles c. Emails d. Phone Numbers e. Address and f. Terms	tners, if LLC/Partnership, -or- sponsible Governing Body). ing:
6	Current Agency-Wide Organization Cha	art
7	Proposed <b>Organizational Chart</b> for services required by this response - include Agency name and date created	
8	Professional Licenses related to job responsibilities for this response If not applicable, include a signed/dated written statement on Agency letterhead	
9	Job Descriptions that include all requirements	educational and experientia
10	Resumes of any existing staff who will (please <u>do not</u> provide home addresses o	
11	Brief narrative on Staffing Patterns	
12	Safe-Child Standards Description of you standards (no more than 2 pages)	ur Agency's implementation of the
13	Description/floor plan of program spac	e-Include Address

15		Letter of Commitment specific to a service or MOU to demonstrate commitment to the program (if relevant to your program). If not applicable, include a written statement.			
16		<b>No more than 8 Professional Letters of Support</b> from community organizations that you already partner with. Letters from any New Jersey State employees are prohibited.			
17		Curricula Table of Contents for current and proposed training			
18		<b>Summary of evaluation tools</b> that will be used to determine the effectiveness of the program services (no more than 5 pages)			
19		All Applicants must submit a signed <b>Notice of Standard Contract Requirements</b> , Processes, and Policies as attached as <u>Exhibit C</u> .			
		All Applicants must submit a signed <b>Attestation</b> -Public Law P.L. 2021, c.1 Attestation Form for Providers with DCF Contracts as attached as <u>Exhibit</u> <u>D</u> .			
20		<b>Proposed Program Implementation Schedule</b> or some other detailed weekly description of your action steps in preparing to provide the services of the RFP and to become fully operational within the time specified.			
21		Proposed <b>Exhibit Budget Form(s)</b> documenting anticipated budget The Applicant shall submit 3 12 month budgets on the form provided as Exhibit E: Year 1 from 7/1/22 to 6/30/23; Year 2 from 7/1/23 to 6/30/24; and Year 3 from 7/1/24 to 6/30/25.			
22	$\Box$	Agency's Conflict of Interest policy			
23		Copies of any audits (not financial audit) or reviews (including corrective action plans) completed or in process by DCF (inclusive of DCF Licensing, Divisions and Offices) or other State entities within the last 2 years. If available, a corrective action plan should be provided and any other pertinent information that will explain or clarify the applicant's position. If not applicable, include a written statement. Applicants are on notice that DCF may consider all materials in our records concerning audits, reviews or corrective active plans as part of the review process.			
24		<b>Standard Language Document</b> (SLD) (signed/dated) [Version: Rev. 7-2-19] Form: https://www.nj.gov/dcf/documents/contract/forms/StandardLanguage.doc			
25		Document showing <b>Data Universal Numbering System</b> ( <b>DUNS</b> ) Number [2006 Federal Accountability & Transparency Act (FFATA) Website: <u>https://fedgov.dnb.com/webform</u> Helpline: 1-866-705-5711			

26	System for Award Management (SAM) printout showing "active" status (free of charge) Website: Go to SAM by typing <u>www.sam.gov</u> in your Internet browser address bar Helpline: 1-866-606-8220
27	Applicable <b>Consulting Contracts</b> , <b>Affiliation Agreements</b> related to this RFP. If not applicable, include a written statement
28	Business Associate Agreement/HIPAA (signed/dated under Business Associate) [Version: Rev. 8-2019] Form: <u>https://www.nj.gov/dcf/providers/contracting/forms/HIPAA.docx</u>
29	Affirmative Action Certificateor Renewal Application [AA302] sent to Treasury Note: The AA302 is only applicable to new startup agencies and may only be submitted during Year 1. Any agency previously contracted through DCF is required to submit an Affirmative Action Certificate. Website: <u>https://www.nj.gov/treasury/purchase/forms.shtml</u> Form: <u>https://www.nj.gov/treasury/purchase/forms/AA %20Supplement.pdf</u>
30	Certificate of Incorporation Website: <u>https://www.nj.gov/treasury/revenue/</u>
31	<b>For Profit</b> : <b>NJ Business Registration</b> Certificate with the Division of Revenue (required prior to contract award). If not applicable, include a signed/dated written statement on Agency letterhead. Website: <u>https://www.nj.gov/njbusiness/registration/</u>
32	Agency By-laws or Management Operating Agreement if an LLC
33	Tax Exempt Organization Certificate (ST-5) -or- IRS Determination         Letter 501(c)(3)       If not applicable, include a signed/dated written statement on agency         letterhead       Website: <a href="https://www.nj.gov/treasury/taxation/exemptintro.shtml">https://www.nj.gov/treasury/taxation/exemptintro.shtml</a>
34	Disclosure of Investigations and Other Actions Involving Bidder Form (PDF) (signed/dated) Website: https://www.nj.gov/treasury/purchase/forms.shtml [Version 3-15- 19] Form: https://www.nj.gov/treasury/purchase/forms/DisclosureofInvestigations.pdf

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35		Disclosure of Investment Activities in Iran (PDF) (signed/dated)
		Website: <u>https://www.nj.gov/treasury/purchase/forms.shtml</u> [Version 6-
		<u>19-17]</u>
		Form:
		https://www.nj.gov/treasury/purchase/forms/DisclosureofInvestmentActiviti
		esinIran.pdf
36		For Profit: Ownership Disclosure Form (PDF)
		Website: https://www.nj.gov/treasury/purchase/forms.shtml [Version 6-8-
		18]
		Form:
		https://www.nj.gov/treasury/purchase/forms/OwnershipDisclosure.pdf
		See instructions for applicability to your organization. If not applicable,
		include a written statement.
37		For Profit: Chapter 51/Executive Order 117 Vendor Certification and
		Disclosure of Political Contributions (signed/dated) [Version: Rev 4/1/19]
		See instructions for applicability to your organization. If not applicable,
		include a signed/dated written statement on agency letterhead.
		Website: https://www.nj.gov/treasury/purchase/forms.shtml
		Form: https://www.nj.gov/treasury/purchase/forms/eo134/Chapter51.pdf
38	$\square$	Certification Regarding <b>Debarment</b> (signed/dated)
		Website: https://www.nj.gov/dcf/providers/notices/requests/#2
		Form:
		https://www.nj.gov/dcf/documents/contract/forms/Cert.Debarment.pdf
39		Statement of Assurances – (Signed and dated) Website:
		https://www.nj.gov/dcf/providers/notices/requests/#2
		Form:
		https://www.nj.gov/dcf/providers/notices/Statement.of.Assurance.doc
40	$\square$	Tax Forms:
		Non Profit Form 990 Return of Organization Exempt from Income Tax or-
		For Profit Form 1120 US Corporation Income Tax Return
		or- <u>LLC</u> Applicable Tax Form and may delete or redact any SSN or
		personal information
41		Executed Russia Belarus Disclosure form provided as Exhibit F

\* Standard forms for RFP's are available at: <u>https://www.nj.gov/dcf/providers/notices/requests/</u>

See Standard Documents for RFPs for forms.

Standard DCF Annex B (budget) forms are available at: <u>https://www.state.nj.us/dcf/providers/contracting/forms/</u>

\*\* Treasury required forms are available on the Department of the Treasury website at: <u>https://www.state.nj.us/treasury/purchase/forms.shtml</u>

Click on Vendor Information and then on Forms.

<u>Standard Language Document, and the Contract Reimbursement</u> <u>Manual and Information Manual</u> may be reviewed via the Internet respectively at: <u>https://www.nj.gov/dcf/providers/contracting/forms/</u> and <u>www.nj.gov/dcf/providers/contracting/manuals</u>

# C. Requests for Information and Clarification:

# **Question and Answer:**

DCF will provide additional and/or clarifying information about this initiative and application procedures through a time-limited electronic Question and Answer Period. Inquiries will not be accepted after the closing date of the Question and Answer Period.

Questions must be submitted in writing via email to: DCF.ASKRFP@dcf.nj.gov.

Written questions must be directly tied to the RFP. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. All inquiries submitted to DCF.ASKRFP@dcf.nj.gov must identify, in the Subject heading, the specific RFP for which the question/clarification is being sought. Each question should begin by referencing the RFP page number and section number to which it relates.

Written inquiries will be answered and posted on the DCF website as a written addendum to the RFP at: <u>https://www.nj.gov/dcf/providers/notices/requests/</u>

Technical inquiries about forms and other documents may be requested anytime through DCF.ASKRFP@dcf.nj.gov.

All other types of inquiries will not be accepted. **Applicants may not contact the Department directly, in person, or by telephone, concerning this RFP.** 

# <u>EXHIBIT A</u> MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27 GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any 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. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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. The contractor 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.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, 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.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees 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.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, 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.

The contractor 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 Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees 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.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval Certificate of Employee Information Report Employee Information Report Form AA302 (electronically available at www.state.nj.us/treasury/contract\_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Department of Children and Families, the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Department of Children and Families, the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

## EXHIBIT B TITLE 10. CIVIL RIGHTS CHAPTER 2. DISCRIMINATION IN EMPLOYMENT ON PUBLIC WORKS *N.J. Stat.* § 10:2-1 (2012)

#### § 10:2-1. Antidiscrimination provisions

Antidiscrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

- 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.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (*C.18A:18A-51* et seq.).

Department of Children and Families (Rev. 04.23.2022)

# <u>Exhibit C</u>

# Notice of Standard Contract Requirements, Processes, and Policies

I. Instructions:

Please carefully read all the information on these page(s) and then sign, scan, and email this executed document to: OfficeOf.ContractAdministration@DCF.NJ.Gov

# **II.** 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 Standard Language Document (SLD), or the Individual Provider Agreement (IPA), or Department Agreement with a State Entity. Contractors may view these items on the internet at: <u>https://www.nj.gov/dcf/documents/contract/forms/StandardLanguage.</u> <u>doc</u>
- 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: <u>https://www.nj.gov/dcf/providers/contracting/manuals</u>
- C. all applicable State and Federal laws and statues, 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 Diane B. Allen Equal Pay Act, N.J.S.A. 34:11-56.14 and N.J.A.C. 12:10-1.1 et seq., mandate to provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category using the report templates found at https://nj.gov/labor/equalpay/equalpay.html.

- G. the confidentiality rules and regulations related to the recipients of contracted services including, but not limited to:
  - 1. Compliance with 42 CFR Part 2 Confidentiality of Substance Use Disorder Patient Records.
  - Maintenance of 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 of the confidentiality of case information as mandated by N.J.S.A 9:68.10a with the understanding that the release of any information may be in violation of State law and may result in the conviction of individuals for a disorderly person's level offense as well as possibly other 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.
- H. 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: https://www.nj.gov/dcf/providers/contracting/forms/
- 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.

# III. 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: <u>Contract Closeout CON-I-A-7-7.01.2007 (nj.gov</u>)
- B. All documentation related to products, transactions, proof of services and payments under this contract must be maintained for a period of five years from the date of final payment and shall be made available to the New Jersey Office of the State Comptroller upon request.
- C. Any software purchased in connection with the proposed project must receive prior approval from the New Jersey Office of Information Technology, and any data collected or maintained through the implementation of the proposed program shall remain the property of DCF.
- D. Any data collected or maintained through the implementation of the proposed program shall remain the property of DCF.
- E. Contractors shall maintain a financial management system consistent with all the requirements of Section 3.12 of the SLD or the IPA.
- F. 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.
- G. 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: <u>https://www.nj.gov/dcf/SafeChildStandards.pdf</u>

- H. NJ Rev Stat § 9.6-8.10f (2017) requires the Department of Children and Families (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: <u>https://www.njportal.com/dcf/cari</u>
- 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 on the internet at: https://www.nj.gov/dcf/policy manuals/CON-I-A-8-8.03 issuance.shtml
- J. Contractors must have the ability to maintain the full operations 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.
- K. 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.
- L. 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.
- M. 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 of NJ, to renew expired forms filed 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.

# IV. 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 NJ Department of Children and Families 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. <u>https://www.nj.gov/dcf/providers/contracting/forms/RIDER-For-Purchases-Funded-by-Federal-Funds-7.31.2020.pdf</u>
- D. If services are provided by programs licensed, contracted, or regulated by DCF and provide services to individuals with developmental disabilities, contractors must comply with:
  - 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/firepro curement/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:
  - 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 90day 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 labormanagement 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 the employees of a contractor or its subcontractor enter, work at, or provide services in any state agency location, then they are covered by Executive Order No. 271 (EO 271), which was signed and went into effect on October 20, 2021. A covered contractor must have a policy in place: (1) that requires all covered workers to provide adequate proof, in accordance with EO 271, to the covered contractor that the covered worker has been fully vaccinated; or (2) that requires that unvaccinated covered workers submit to COVID-19 screening testing at minimum one to two times weekly until such time as the covered worker is fully vaccinated; and (3) that the covered contractor has a policy for tracking COVID-19 screening test results as required by EO 271 and must report the results to local public health departments. The requirements of EO 271 apply to all covered contractors and subcontractors, at any tier, providing services, construction, demolition, remediation, removal of hazardous substances, alteration, custom fabrication, repair work, or maintenance work, or a leasehold interest in real property through which covered workers have access to State property. EO 271 excludes financial assistance; contracts or sub-contracts whose value is less than the State bid Advertising threshold under N.J.S.A. 52:34-7; employees who perform work outside of the State of New Jersey; or contracts solely for the provision of goods.
- 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		Date:	
Printed Name:	20	Title:	

#### Exhibit D

#### Public Law P.L. 2021, c.1 Attestation Form for Providers with DCF Contracts

#### ALL DCF Providers must sign, scan, and email this executed document to: <u>OfficeOf.ContractAdministration@Dcf.nj.us</u>

By my signature below, I hereby confirm I am authorized to review and sign this document on behalf of my organization. I additionally confirm:

(1) my organization **is not** an entity entering into or renewing a contract or contracts with the Department of Children and Families to provide mental health, behavioral health, or addiction services that employs more than 10 regular full-time or regular part-time employees who principally work for the organization to provide the contracted services as defined in Public Law P.L. 2021, c.1 [if you select this response, please return the signed form as noted above].; OR

(2) my organization **is** such an entity and in compliance with Public Law P.L. 2021, c.1., I therefore must submit within the 90-day period following the initiation or renewal of our DCF contract(s) either:

#### A. An attestation:

stating that our employees are not currently represented by a labor organization and that no labor organization has sought to represent our employees during the 90-day period following the initiation or renewal of our DCF contract(s) after the effective date of this act and up to the time of submission; **or** 

signed by a labor organization, confirming entry into an agreement or binding obligation to be maintained through the term of the DCF contract that provides a commitment comparable to a labor harmony agreement, as defined in section 4 of P.L.2021, c.1 (C.30:1-1.2c); or

#### **B.** A notice:

from a labor organization confirming it seeks to represent our employees after the expiration of the 90-day period following the effective date of our DCF contract, to be followed no later than 90 days after the date of notice stating that we have entered into:

(1) a labor harmony agreement with the labor organization; or

(2) 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 (C.30:1-1.2c); and

#### C. A COVID-19 health and safety commitment:

I ensure the organization will continue to make a good faith effort to comply with minimum health and safety protocols issued by DCF to adequately ensure the safety of the covered providers' employees, and service recipients at least through the 366th day following the end of the public health emergency and state of emergency declared by the Governor in Executive Order No. 103 of 2020. These efforts include our adherence to the measures service providers may take to prevent and mitigate

exposure to, and spread of, the COVID-19 virus while delivering services, as explained by the DCF Commissioner's issuance of Guidance's published on the DCF website at: https://www.nj.gov/dcf/coronavirus\_contractedproviders.html These Guidance's have amended and supplemented, and may continue to amend and supplement, our contract requirements. I additionally represent I am not aware of any prior failures to demonstrate a good faith effort to contain, limit, or mitigate the spread of COVID-19 among the covered provider's employees or service recipients.

<b>Printed Name:</b>	Title:

Organization Name: \_\_\_\_\_

## State of New Jersey Department of Children and Families **Proposal Cover Sheet**

Please complete this form in its entirety

Incorporated Name of Applicant: HMH Hospitals Corp. (dba Hackensack Meridian Health)

 Public X
 Private-for-Profit
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 Applicant Mailing Address:
 343 Thornall Street, Hackensack, NJ 08837

 Contact Person:
 Siri Horvitz, Executive Director, Institutional Giving & Grants Management

 Phone Number:
 Fax:
 Email:

 Title of RFP/RFQ:
 CFDA 93.590 (American Rescue Plan Supplemental Funding For Community-Based Prevention Programs)

**County to be Served:** Bergen and Monmouth counties

Location of Service(s) to be provided (if known): <u>Audrey Hepburn Children's House in</u> Hackensack and Jersey Shore University Medical Center in Neptune

Total dollar amount requested: \$735,742

Funding Period: From 7/1/2022 to 6/30/2025

**Brief description of services by program name and type of service to be provided:** Hackensack Meridian Health will reduce child maltreatment in Bergen and Monmouth counties by expanding the national, evidence-informed No Hit Zone program, which teaches productive and positive parenting skills that prevent physical abuse, to families and communities.

#### **Authorization**

Chief Executive Officer: Robert C. Garrett, FACHE

Signature:

Date: 6/16/2022

CEO Email: officeoftheCEO@hmhn.org

# Hackensack Meridian Health's Establishing "No Hit Zones" in Northern and Southern New Jersey

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**Proposal Narrative: Establishing "No Hit Zones" in Northern and Southern New Jersey Project Abstract:** The Audrey Hepburn Children's House (AHCH) at Hackensack Meridian *Health* (HMH) administers programs to ensure the safety, health, and well-being of infants, children, and adolescents through assessment, intervention, and prevention of child abuse and neglect. Unfortunately, recent estimates suggest that between 14% and 25% of children experience child abuse, neglect, or maltreatment (CDC 2020, NLM 2021). Moreover, child abuse or neglect and child maltreatment is the second leading cause of death in children under one year old (2022). Corporal punishment, including spanking, smacking, or hitting, is associated with an increased risk of physical abuse and negative long-term effects on children, including behavior problems, slowed cognitive development, criminal/antisocial behavior, and poor mental health (Horner, et al., 2015).

The **No Hit Zone** (NHZ) program, established in 2005, is an evidence-informed program utilizing educational sessions, eye-catching materials, and practical approaches to encourage healthy interpersonal relationships and safe spaces to reduce the likelihood of physical abuse. A NHZ is an environment in which no adult shall hit another adult, no adult shall hit a child, no child shall hit an adult, and no child shall hit another child. The team at HMH seeks to expand the NHZ program through its wide network, by promoting painless/productive parenting among team members, guests, and local community partners. As New Jersey's largest, most comprehensive health care network, HMH expects to directly influence and reach more than 14,000 (unduplicated) people with NHZ education and painless/productive skills training, leading to better, more effective parenting, reduced child maltreatment, and improved healthy behaviors and mental health. To accomplish this, HMH requests NJDCF funding of \$735,742.

#### I. Community and Organizational Fit

#### A. Expertise of the Applicant Agency

#### Consistency with HMH Mission, Existing Initiatives/Programs, and Experience

Hackensack Meridian *Health* (HMH) is a leading non-for-profit healthcare organization that is the largest, most comprehensive and truly integrated care network in New Jersey, offering a complete range of medical services, innovative research, and life-enhancing care. HMH comprises 17 hospitals from Bergen to Ocean counties, including three academic medical centers; one university teaching hospital; two children's hospitals; eight community hospitals; a behavioral health hospital; and two rehabilitation hospitals. Additionally HMH has more than 500 patient care locations throughout the state, more than 36,000 team members, and 7,000 physicians. Hackensack Meridian Children's Health is leading the transformation in children's health care in New Jersey through its two renowned children's hospitals - Joseph M. Sanzari Children's Hospital in Hackensack, and K. Hovnanian Children's Hospital in Neptune. U.S. News & World Report ranked Joseph M. Sanzari Children's Hospital #1 Best Children's Hospital in NJ and one of the top 20 children's hospitals in the Mid-Atlantic Region.

This project will be run out of HMH's **Audrey Hepburn Children's House (AHCH)**, located within HMH's Joseph M. Sanzari Children's Hospital. The AHCH is the Northern Regional Diagnostic Center for addressing medical and mental health concerns around child abuse and maltreatment. It was legislatively established in 1998 to work with members of the Multidisciplinary Team (MDT) community partners to ensure the medical and mental health needs of children and families who experienced abuse and/or maltreatment were met. It is also responsible for educating and promoting practices to prevent child abuse. Through this funding, HMH and AHCH will put their resources, expertise, and connections into action to promote the **No Hit Zone (NHZ)** Program, which includes multiple strategies to effectively influence attitudes, norms, and behaviors concerning corporal punishment in the home and community. The community and partner-based aspect of NHZ parallels the AHCH MDT approach to address concerns around child maltreatment and enhance family functioning. HMH's huge footprint and diverse resources, community connections, and outreach will greatly contribute to the success of this effort. HMH also has a distinguished record of winning federal, state, and private grants related to children's health and well-being. Just a few of many programs include:

- *The Pediatric Psychiatry Collaborative*, supported by NJDCF, provides support, evaluations, and quick access to psychiatric consultations for children with behavioral and emotional health issues, as well as education to pediatric primary care providers in 20 NJ counties on appropriate mental and behavioral health screening for children. Additional grant funding was secured from HRSA, in partnership with the NJ Department of Health, to support the development of a new statewide pediatric telehealth access program that improves access to mental health care for all children and adolescents in New Jersey.
- *Integrated Care for Kids (InCK)*, a \$15.8 million grant from the Centers for Medicare and Medicaid Services, supports implementing a new payment model to improve coordination of care and outcomes for pediatric patients with complex social and medical conditions.
- *Healthy Steps*, supported by The Burke Foundation, The Nicholson Foundation, and the Turrell Fund, in collaboration with the national office of ZERO TO THREE, is a pilot program providing early childhood development support to families in pediatric primary care offices. It promotes positive parenting and healthy development for babies and toddlers with an emphasis on diverse families living in low-income communities and connects families to

resources for assistance with mental health, domestic violence, food, and housing issues. There are currently no other HealthySteps pediatric practices in NJ.

Residing in the Department of Pediatrics at Hackensack University Medical Center, the AHCH has had great success in treating children and families who have experienced child abuse and/or maltreatment. In 2021, the AHCH conducted 314 medical evaluations of children who were sexually abused and 92 children who were physically abused. Additionally, in 2021 the mental health professionals at the AHCH, all of whom have post graduate training in child abuse and maltreatment, conducted 707 psychosocial/psychological evaluations and 1,494 mental health therapy sessions with children who have experienced child abuse and/or maltreatment. AHCH advocates for children's safety through court testimony and presentations within community agencies, schools, and other healthcare facilities. Staff members educate community partners about a multitude of topics, including child development, the medical and mental health impact of child abuse/maltreatment, and the reasons children respond in the manner that they do.

The programs described above provide education and mentorship to community members and families that are firmly grounded in empirical evidence. Further, assessment and treatment services provided at AHCH are evidenced based or informed and, as such, are committed to ongoing data collection, evaluation, and continuous quality improvement. Assessment protocols are based on established field standards. Treatment services include Trauma Focused - Cognitive Behavior Therapy (TF-CBT), Eye Movement Desensitization and Reprocessing, and Play Therapy. NHZ and its emerging field of evidence and evaluation provides education and mentorship to community members and families at 152 locations throughout the country and in England, Uganda, and Japan. These include schools, multiple state child welfare agencies, medical centers, churches, mental health treatment centers, YMCAs, governmental agencies, after school programs, Child Advocacy Centers (CACs), and Care Management Organizations (CMOs). Follow-up studies examining the impact of NHZs show half of parents who initially indicated they spanked were more receptive to non-physical means of discipline as a result of NHZ exposure. Inspired by the program's effectiveness, HMH will use this funding to expand NHZ through the HMH network and communities.

HMH and AHCH have experience and connections with the target audience. HMH's network is focused on ensuring the health and well being of NJ's children and families, and this effort is consistent with HMH's work with patients and the community. The AHCH provides direct service and consultation to the Division of Child Protection and Permanency (DCPP) within DCF, the Office of the Attorney General, local Prosecutors' Offices, Juvenile and Family Courts, and referred families within the northern five counties in NJ. It has over 4,500 patient visits a year by a very diverse population. Many clients have had significant exposure to Adverse Childhood Events (ACEs), vary in religious and cultural practices, and speak several languages.

#### **B.** Project Description: Need

#### Project Need/Gaps: Challenges: Target Population: Anticipated Outcomes: and Differentiators

Children living in low socioeconomic status (SES) families have rates of abuse and neglect five times higher than those of families with a higher SES. Additional risk factors for perpetration include young parental age, single parenthood, large number of dependent children, parental substance abuse, parental mental health issues, parental history of abuse or neglect, social isolation, family disorganization, parenting stress, intimate partner violence, poor parent-child relationships, community violence, and concentrated neighborhood disadvantage. New Jersey residents experience a host of stressors shown to be associated with risk of abuse. According to America's Health Rankings, in New Jersey, 10.2% of the population has experienced 2 or more

adverse childhood experiences, 9.4% live in poverty, 4.8% are unemployed, 8.4% are food insecure, 10.5% have avoided care due to cost, and 7.9% are uninsured. Behavioral health outcomes are poor as well, with 15.2% of the population suffering from depression, 17.6% drinking excessively, 12.3% experiencing frequent mental distress, and 9.6% using drugs for non-medical purposes. Among individuals in the HMH service area, stressors are more pronounced. Overall, 12.2% live below the federal poverty level. This disparity is greatest in HMH's Northern region, where 17% of the population lives in poverty. The region is also home to the state's largest population of linguistically-isolated individuals (14.1%). Based on the National Child Abuse and Neglect Data System (NCANDS) submissions, in 2020 NJ reported 3,665 unduplicated victims of child abuse and 17 related fatalities. Younger children are more likely to experience fatal abuse and neglect; and race, ethnicity, and income can also affect a child's exposure and risk.

The Humans Services Advisory Council's (HSACs) County Needs Assessment showed significant gaps in services and barriers to accessing services throughout New Jersey. Statewide, behavioral and mental health services for children and adults are a significant priority; however, access to services remains a concern. County specific issue areas identified within the target population are: behavioral and mental health (Bergen and Monmouth Counties), crime and community safety (Passaic County), and access to healthcare (Bergen and Hudson Counties). Finally, a lack of parenting skills programs tailored to parents of children with special needs and single parents was identified. These identified gaps in services create stressors for families that are directly linked to risk of child abuse and neglect. When services are available, barriers exist to accessing them. Identified barriers to services included lack of awareness of services (57%), lack of suitable transportation (44%), and the existence of a

waitlist for services (42%). Stigma leading to avoidance (38%) was another major barrier. Similarly, cultural barriers (30%) exist for some families who wish to keep concerns private, while those who seek services may find that some behavioral/mental health services lack cultural competence. Cost was a reported barrier for 28% of participants.

HMH's NHZ Program will clearly address the priority needs and gaps for behavioral and mental health services and parenting skills services. Through its focus on addressing emotions and behaviors that increase the likelihood of physical discipline, the NHZ will provide emotional and behavioral support for parents in need, and resources to incorporate painless/productive parenting techniques. The NHZ seeks to reduce violence and increase community safety through education about the negative impact of physical aggression. The NHZ will build a wide team of community partners that agree and promote that no physical aggression will be tolerated, beginning in targeted community locations and dispersed over time to other areas, with ongoing training, education, posters, parenting resources, child distraction kits, and painless/productive parenting tools. Potential barriers, including lack of awareness of services, lack of suitable transportation, and service waitlists, will be addressed by offering the program in existing community organizations, such as Head Start and Early Head Start, where families are already receiving trusted family and health-related services, as well as in two local school districts.

New Jersey, with more than 9 million residents, is home to a racially, ethnically, and culturally diverse population. Moreover, New Jersey is home to large disparities in wealth, access to health care, and gaps in equity and health outcomes. For example, 22.5% of the population of Asbury Park lives in poverty with an average household income of \$53,655 while neighboring Colts Neck has a poverty rate of 3% with an average household income of \$176,591. Demographic characteristics for the project's initial target areas appear below.

	Asbury Park	Hackensack	Jersey City	Neptune	Paterson
Total Population	15,194	45,646	283,927	28,267	157,794
Population of children under 5	3.80%	5.70%	7.80%	4.20%	7.90%
Children under 5 living in poverty	47.60%	16.80%	20.50%	15.10%	39.90%
Children under 6 without health insurance	1.50%	5.70%	2.90%	0%	7.30%
Children in a household receiving SSI, cash public assistance, or SNAP	1,646	1,096	18,484	301	21,194
White	34.8%	24.0%	23.8%	65.7%	7.8%
Black	33.3%	20.8%	18.5%	13.6%	23.0%
Asian	1.1%	10.3%	27.8%	2.0%	5.0%
Hispanic	26.9%	41.8%	24.9%	13.9%	61.9%
Other	0.6%	1.1%	1.7%	0.5%	0.9%

Although prevention of child maltreatment is multifactorial and involves social,

emotional, and environmental factors, a major risk factor for child physical abuse is exposure to violence and physical discipline. A recent survey of parental attitudes in the US found that 76% of men and 65% of women stated that physical punishment was necessary to parent their children. Klevens and Whitaker (2007) in their publication about the primary prevention of physical abuse stated, "social norms regarding child maltreatment may be the most prevalent risk factor for child abuse in the US." Research supports the efficacy of primary, community-targeted prevention programs, as well as secondary prevention programs targeted to at-risk families.

Via both primary and secondary prevention efforts, as well as its emphasis on building relationships with community partners, NHZ is a community-based program that specifically addresses DCF's core services, including children's behavioral health, community-based family strengthening, and specialized education. Its influence has been demonstrated in its documented impact on community attitudes regarding physical discipline and painless/productive parenting, and through its support of parents in moments of heightened stress and during education sessions. The goals of NHZ are to lower the frequency of disruptive behaviors in the designated areas, to maintain a safe and caring atmosphere for families and staff, and to provide a clear message against interpersonal violence at all ages. NHZ provides the platform to message parents and family members about detrimental effects of physical punishment and its ineffectiveness as a parenting strategy while presenting more effective alternatives.

In a study by Gershoff et al. (2018) more than a quarter of parents (28.6%) exposed to the NHZ program agreed there are better ways to discipline than spanking as a result of their program participation. Additionally, parents who reported they had spanked were even more likely to say their attitudes about discipline changed after exposure to NHZ. Results showed an increase in thinking spanking is harmful (36.4%, compared to 20% among non-spankers), and thinking there are better ways to discipline (50% vs 29% among non-spankers). While prior research is promising, the HMH NHZ program may show greater efficacy due to the influence of team members and the inclusion of new NHZ painless/productive parenting components. Based on results reported through evaluations and studies nationwide, anticipated outcomes include: 1) Shift in perceived responsibility for children—from personal to shared responsibility; 2) Increase in public support for policies supportive of children and families; 3) Reduction in beliefs that corporal punishment of children is appropriate; 4) Reduction in reported use of corporal punishment; 5) Increase in beliefs that nurturing children at every age is appropriate; 6) Reduction in beliefs that getting help for parenting is bad; 7) Increase in seeking help for parenting; and 8) Increase in public awareness of factors that can inhibit or promote healthy child development.

Although there are 152 NHZ locations throughout the nation, and three internationally, including within many hospitals, there is only one location in NJ (Trenton). HMH will be the first hospital system in NJ to implement the NHZ – and would be the first in the country to implement the NHZ initiative at a wider network level. An aspect of the NHZ that sets it apart from other services and/or family supports is the primary *and* secondary nature of the program. At its foundation, the NHZ seeks to provide community awareness regarding the lifelong negative impact of physical discipline and to alter perceptions of physical discipline that lead to physical abuse. It also encourages intervention, in the moment, when parents are observed to be in distress.

Each of the aforementioned aspects, as well as the no-cost nature of the program, differentiates NHZ from other programs currently available within our target communities. Programs such as the NJ Parent Education and Family Stabilization Course are provided online at a cost ranging from \$25 to \$85. Many families do not have access to online resources and the cost is prohibitive. The NHZ will be employed directly in the community, at healthcare facilities and partner agencies where families already interact and/or receive services. Other services, such as the Urban League of Hudson County, provide in-home counseling that is often not specific to parent education and skills training toward preventing physical abuse. Prevent Child Abuse NJ provides several beneficial programs to address the impact of sexual abuse. The NHZ is distinct in that it provides specific painless/productive parenting skills to prevent physical abuse through ongoing work with families. Similarly, some Family Support Organizations provide peer to peer services. NHZ provides free support from professionals with whom the target population already has regular interactions and developed trust. It also provides specific culturally and linguistically appropriate resources. Through this DCF-funded initiative, the aforementioned programs can obtain NHZ materials to enhance their efforts. Specifically, we will partner with agencies, such as the Greater Bergen Community Action and the Acelero /Head Start programs, who already provide support and no cost services for low-income families.

## C. Program Approach

#### Activities and Evidence Base: Target Population: Outreach Strategies: Potential Barriers

This proposed program is a perfect match for this RFP's intent to strengthen and support NJ families and communities to prevent child abuse and neglect. The foundation of the program model is to use community facilities and partnerships to establish safe No Hit Zones; to educate community members and those in agencies that can help to influence them about the harms of physical discipline and/or violence; and to provide them with painless/productive parenting techniques as alternatives to physical violence. Work performed will assist DCF in achieving its priorities to prevent maltreatment and form an integrated, inclusive children's system of care. By keeping families educated and safe, and providing them with resources to avoid potential conflict and separation, it can also serve to preserve kinship connections. Through the integration of painless/productive parenting aspects, effective parenting techniques will be provided in live and virtual skill building sessions. The participation of multiple parents will enhance parenting skills while simultaneously building support networks among community members.

A key and effective feature of HMH's NHZ program is its tiered aspect, with the most general service provisions being the community education component and the availability of services within our healthcare network. HMH is committed to establish the NHZ policy in which no adult shall hit an adult, no adult shall hit a child, no child shall hit an adult, and no child shall hit a child. This effort is expected to educate over 9,000 HMH children's health-focused team members, who will be required to sign their understanding of the policy and the negative impact

of physical violence and physical discipline. Signage indicating that Hackensack University Medical Center (HUMC) and Jersey Shore University Medical Center (JSUMC) are No Hit Zones and the premise of a No Hit Zone will be provided throughout the medical facilities, as well as information on obtaining additional educational resources. Key team members at HMH's children's hospitals will receive education regarding how to gently intervene when they observe a parent experiencing distress with their child. The team member will approach the parent and provide them with a NHZ nylon backpack containing educational material regarding painless/productive parenting, as well as distraction materials for the child. Within the materials, an email will be conspicuously provided for parents seeking advice and painless/productive parenting skills assistance. Family Life Specialists at both childrens' hospitals will assist families as necessary. HMH team members will also be provided with the email and phone number to contact the appropriate regional Program Coordinator for immediate assistance at a family member's request. Painless/productive parenting skills training groups will be conducted at the AHCH for community and team members. Subsequently, the HMH team will establish NHZ community education programs, and painless/parenting skills building within the Greater Bergen Community Action (GBCA) programs, the Acelero program and school system. Through these partners, we will have access to Head Start and Early Head Start programs in Neptune, Asbury Park, Jersey City, Paterson, and Hackensack. The structure and components of the NHZ program initiated within HMH will be used as a model for initiating the program within community partner agencies. The Neptune and Hackensack School Districts also wish to partner with HMH to incorporate NHZ within their schools, and families will be offered live and virtual painless/productive parenting groups in both the northern and southern regions. Research and evaluation regarding the efficacy of the NHZ program will be ongoing.

NHZ is based on an evidence-informed model. Published and national studies, using pre and post surveys of participants who have been involved with NHZ demonstrate program effectiveness and enhancement in individual and community understanding of the negative impact of corporal punishment. Respondents reported reduced belief in the efficacy and subsequent use of corporal punishment. Even more encouraging, respondents who participated in NHZ also expressed greater support for nurturing children through ideology including painless/productive parenting. As such, parents were reported to be more willing to seek assistance around their parenting and were more receptive to learning about factors that can inhibit or promote healthy child development and prevent child abuse. The findings also demonstrated that families who participated in NHZ were more supportive of policy change to protect children. Additionally, a study by Gershoff et al, (2018) demonstrated that nearly a third of parents involved in the NHZ thought there were more effective means for discipline than spanking, as a result of their participation – and the positive impact was even greater in parents who reported that they previously spanked their children. Moreover, half of parents who initially indicated they spanked their children reported thinking there were more effective non-physical means of discipline as a result of NHZ exposure.

More recent exploration by current American Professional Society on the Abuse of Children (APSAC) President, Stacie LeBlanc, JD, MsEd., indicated that great need exists for specific parenting skills to enhance the community education foundation of NHZ. Ms. LeBlanc, who is also Chair of the National NHZ committee and who will consult for this project, and her team have recently supplemented the NHZ program to include painless/productive parenting skills building, which the HMH team will incorporate for even greater results. The target population and communities for this project were selected with great effort, focusing on areas where HMH and its agency partners have a strong, trusted, and established presence providing parenting and mental health services to the underserved. The diverse communities in Hackensack, Jersey City, and Paterson, as well as Asbury Park and Neptune, continue to be plagued by a great need for, and lack of, mental health services. Although they have great need, these cities often receive less funding and attention than the cities of Newark, Camden, and Trenton. The experiences of HMH healthcare workers and the program's community liaisons confirm findings that there is, unfortunately, a great need to address child abuse in these areas. The education, mentorship, and support that NHZ offers will benefit these communities and the families and children residing within them. Community activities and outreach efforts will be tailored to ensure equal access to program services, taking into account the social determinants impacting the participants, as appropriate. We expect to have an estimated Level of Service of 900 in Year 1 and 13,100 in Years 2 and 3, for a total of at least 14,000 unduplicated units of service.

The program team chose our first official community partners with care. The Greater Bergen Community Action (GBCA) is a progressive, not-for-profit company working in Bergen County, Jersey City, and Paterson to build more sustainable families, community institutions, and neighborhoods. GBCA provides services for over 50,000 community members each year ,with 1,976 children receiving Head Start or Early Head Start services in 2021. Although GBCA serves many functions in supporting families, the HMH team will be working with GBCA's department that supports 14 Head Start and Early Head Start programs in Jersey City, Paterson, and Bergen County. GBCA's services and resources range from early childhood education to health, nutrition, parent education, family counseling, financial counseling, and more. Similarly, program partner Acelero Learning's mission is to deliver inclusive, anti-bias, and rigorous approaches to eliminate the gaps between young children's inherent potential and their achievement in school and life. Acelero reported providing Head Start services for 792 children and Early Head Start services for 53 children. Of the children who received Head Start or Early Head Start Services, 618 were categorically or income eligible for the services they received. It will be especially important to work with families with children under five years old, a particularly vulnerable population, before harmful practices are initiated. Parents of these children often lack painless/productive parenting skills and are under serious, often unfamiliar, stressors that may negatively affect the child's health and development.

Potential barriers are cultural and linguistic differences, access, retention, and family participation. Although physical punishment hurts children of all races and ethnicities, access to education and services is not as equitable. HMH's ongoing commitment to health equity is demonstrated throughout the network, and notably through its Community Outreach Division, which monitors community health status through ongoing community health needs assessments and social determinants of health evaluations, leading to the development and implementation of community health improvement plans. HMH has partnered with UniteUs, a digital platform that provides patients with personalized referrals to community resources, connecting them to resources, agencies, and tools to take charge of their health. These efforts are bolstered by a racially and ethnically diverse Community Health Worker (CHW) program that offers 1:1 support to patients who have entered the HMH care network and need connections to community resources. AHCH staff is culturally diverse, including members who speak Spanish, Portuguese and Korean, and are inclusive in their theoretical orientations. The community partners that will join this effort also have diverse staff and serve culturally and racially diverse audiences.

As indicated, the communities where the HMH team will implement NHZ are communities of great diversity and in which mental/behavioral health services are often not easily accessed. By implementing NHZ in convenient local agencies that families already frequent regularly, the program design increases accessibility for services and enhances retention due to ease of access and trusted familiarity with community agencies where services will be provided.

Youth and family feedback will guide this effort throughout the three years, as NHZ is spread throughout HMH's network and communities. Parents and children who have completed aspects of the program, such as "painless parenting," will be asked for feedback based on their own perspectives and experiences. Focus groups, run in coordination with our community partners, such as Head Start, will assist in ongoing evaluation and improvement. Community partner discussions have already focused on a mutual desire to prioritize family participation to truly evaluate needs and smart, effective program implementation and evaluation.

Consistent with each of the services already being provided at the AHCH, the NHZ initiative is grounded in providing a healing center approach and will follow policies related to implementing trauma informed practices to enhance the lives of families through education, peer support, and clinical guidance. All materials will be provided in a developmentally and culturally sensitive manner. One of the fundamental aspects of NHZ is the flexibility to meet children and families where they are in their understanding of the impact of corporal punishment and willingness to ameliorate concerning parenting practices. As is the case with all HMH clinical work, consistent with the standards within the field of child abuse and maltreatment, this initiative will remain focused on the child and family first.

## **II.** Organizational Capacity

## Leadership Support; Staff Qualifications and Plans; Administrative and Operational Policies; Collaborations; Accessibility; Community Support; Commitment to Diversity

HMH leadership, both at the overall network level, and in each of our children's hospitals, is very supportive of this effort. Letters of Support from Robert Garrett, HMH CEO and Dr. Judy Aschner, Physician-in-Chief at Hackensack Meridian Children's Health, are included in the Attachments. Brett A. Biller, Psy. D, Mental Health Director at AHCH, will serve as the program's Principal Investigator. Julia DeBellis, MD, FAAP, Division Director of AHCH and Steve Kairys, MD, MPH, FAAP, Professor of Pediatrics, Director, Child Protection Center, at HMH's Jersey Shore University Medical Center, will serve as his co-partners. These three professionals are best suited to lead the program, as they are board certified and specifically trained in Child Abuse and Neglect diagnosis and treatment. Drs. DeBellis and Kairys have evaluated, analyzed, and treated children's physical injuries, including deadly injuries, from corporal punishment for decades. The AHCH team also includes 8 Licensed Psychologists and 3 Licensed Social Workers trained in child abuse and neglect evaluation and treatment and who are under the Principal Investigator of this grant; 3 Advanced Practice Nurses trained in child abuse and neglect and under the supervision of Drs. DeBellis and Kairys; 4 Pediatric Nurses; and 1 pediatrician board certified in General Pediatrics specifically dealing with foster care groups. This diverse group is skilled in child development, sexual abuse, physical abuse, neglect, and cognitive behavioral therapy specific to child victims.

The HMH governing body list is in the attachments. The board and HMH leadership have extensive community ties, and their collective contacts, expertise and perspectives –

professionally, culturally, and personally – will greatly benefit this effort. The staff at HMH and AHCH will be among the program's strongest resources, serving as mentors and advocates.

In order to avoid language being a barrier, AHCH has several members of the medical/nursing and mental health staff who are English and Spanish speaking, as well as a therapist who speaks Korean and one who speaks Portuguese. AHCH waiting rooms prominently display posters regarding communication and language assistance free of charge. Similarly, program materials are offered in Spanish, and translation services for all other languages are available. Culturally and Linguistically Appropriate Services (CLAS) Standards are also incorporated into mandatory annual education for clinic staff. Our community partners reflect the population to be served and reach a wide array of clients from a range of cultural and socio-economic backgrounds. Additionally, HMH's Health Equity Committee consists of approximately 90 members, including physicians, clinicians, institutional leadership, and key community stakeholders who, among other things, work to address health disparities and inequity.

As part of this effort, we also plan to hire:

- 2 Program Coordinators – one focused on HMH's northern NJ location, Joseph M. Sanzari Children's Hospital in Hackensack, and one on HMH's southern area at K. Hovnanian Children's Hospital at Jersey Shore University Medical Center in Neptune. Program Coordinators will coordinate and conduct trainings and facilitate research, data collection/tracking, and evaluation.

- Consultants – 1) *Stacie LeBlanc, JD, MS.Ed.,* current President of the NHZ Board of Directors, will be serving as a consultant regarding effective implementation of the NHZ program. Ms. LeBlanc and her team will provide mentorship and guidance regarding program

development, evaluation, and expansion, including the integration of the painless/productive parenting component. 2) *Cheryl A.S. McFarland*, PhD, Director of Evaluation and Analytics, Central Jersey Family Health Consortium, has 15 years of experience working with non-profit organizations, as well as state and local governments, to design and implement methodologically sound program evaluation projects and conduct community-based participatory research using mixed methods. Dr. McFarland will provide evaluations support and collaborate with Doctoral interns and fellows and leadership to evaluate the efficacy and outcomes. Narrative feedback regarding the informative and skills building aspects of the program will be collected and assessed qualitatively to determine how best to address any service gaps.

Descriptions of new positions, with qualifications, as well as a staffing chart and plan, are included in the Attachments. Program Coordinators will collaborate with Doctoral interns and fellows to organize and analyze program data under the supervision of the AHCH Training Coordinator already on staff. To support the staff, the Administrative Director and Program Coordinators will meet a minimum of once per week. HMH and AHCH have experience with child and community-focused programs, so policies and procedures are already in place.

Existing collaborations and partnerships, as well as HMH's strong presence in the targeted communities, will also aid the NHZ initiative. Partners at the GBCA and Acelero/Head Start have supported the needs of young children for decades. The vast connections of program leadership and their membership on boards and committees will also lend to program success. The Division Director and Mental Health Director/Administrative Director of NHZ sit on the NJ Children's Alliance Executive Board, the Protection Subcommittee of the Governor's Task Force on Child Abuse and Neglect, the Multidiscipliary Team Advisory Boards for Morris, Hudson, and Bergen Counties, and the NJ Chapter of the American Academy of Pediatrics.

As detailed in the Safe Child Standards Description attached, HMH and AHCH are committed to mirroring the state's Sexual-Abuse Safe-Child Standards. HMH manages state-designated Regional Diagnostic Centers for child abuse and neglect at its children's hospitals and promotes child safety and well-being through all programs and services.

The program's success will be contingent upon reaching the right target audience, and maintaining their engagement and attention. Success will be achieved through meeting families in the communities where they live, work and play; by making the program and program materials culturally relevant, interesting and accessible; by listening and responding to parenting concerns and needs; and by including them in program formation, expansion, and evaluation.

Through the work with community partners and the implementation of activities described, confidence is high that this effort will meet the requirements of this RFP to strengthen and support NJ families and communities to prevent child abuse and neglect. An added benefit is that the program will spread organically, as more communities sign on to become No Hit Zones, increasing sites throughout NJ that advocate for nonphysical methods of discipline and non-violent communication methods. The NHZ will have access to direct and virtual interpretation services for all languages, including sign language, through the AMN Healthcare language line; our facilities are wheelchair accessible and feature braille signage; and there are AHCH staff who speak Spanish, Korean, and Portuguese. Staff is also trained in cultural competency and maintains this education through mandatory ongoing e-learning.

#### **III. Organizational Supports**

#### Organizational Support/Training/Evaluation and Staff Support

Support for NHZ sites and the NHZ Program will be pervasive from network administrative leadership through to the clerical professionals who will assist with daily operations. HMH

leadership has already enthusiastically demonstrated support through financial and time commitments. The commitment from our entire team is grounded in the recognition that No Hit Zones will enhance the safety and wellness of children and families while building valuable relationships with community partners. Brett A. Biller, Psy.D., NHZ network Administrative Director, has already participated in NHZ training and will lead the program team. Dr. Biller will be assisted by Stacie LeBlanc, current Chair of the NHZ Board, who will serve as a consultant to educate HMH team members on how to effectively initiate the NHZ program. Ms. LeBlanc will be available for mentorship subsequent to the initial training, and will support program research and evaluation. A key component of the NHZ program is that HMH team members serve as leaders in the community and support the initiation and growth of the program with partner agencies in each expansion area. Finally, HMH has established staff supports and ongoing evaluation processes. Following an initial 90-day probation period, regular supervision and evaluation will continue through supervisors and the HMH Human Resources team.

The establishment of the NHZ Program is a priority for HMH and AHCH, and significant in-kind funding and programmatic support will be provided by program leaders and stakeholders. HMH has committed to recruiting two regional Program Coordinators to oversee operations at the AHCH and the K. Hovnanian Children's Hospital. The Administrative and Clinical teams will be trained to provide education and clinical skills to community partners and families. Under the direction of Dr. Cheryl McFarland, the Central Jersey Family Health Consortium (CJFHC) Department of Evaluation and Analytics will provide evaluations support and collaborate with Doctoral interns and fellows and leadership to implement the program and evaluate efficacy and outcomes. CJFHC has much experience evaluating federal, state, and foundation funded programs throughout NJ, as well as an extensive history working with HMH on DCF, SAMHSA, and CMMI funded grants. Narrative feedback regarding the informative and skills building aspects of the program will be collected and assessed qualitatively to determine how to best address any service gaps.

#### **IV. Outcomes and Evaluation**

## Data Analysis and Reporting: Evaluation Tools: Quality Assurance: and DCF Collaboration

The HMH organizational structure is well suited to implement, monitor, and operate the NHZ program, and program staff are skilled in data collection and analysis. All grant initiatives are administratively supported with existing systems by the HMH Office of Sponsored Projects and/or the Institutional Giving team. Grant-funded programs also have their own cost center and HMH's fiscal department has procedures for completing financial analyses for reporting.

This proposal hypothesizes that incorporation of an evidence-informed, primary and secondary prevention program to reduce risk of child maltreatment will translate into decreased use of physical punishment and ultimately decrease risk for child maltreatment. The process and outcome evaluations will include monitoring of timelines, satisfaction surveys of partners, and tracking of participation in the dissemination of materials. A tracking system will be developed to document the number and location of materials distributed and displayed across the HMH system and among community partners. Additionally, outcomes evaluation will be conducted to understand the broader landscape of perceptions regarding physical punishment in the target population and how perceptions change after exposure.

The primary evaluation tool, the Attitudes Toward Spanking (ATS) questionnaire, is a reliable and valid tool with good psychometric properties that has been used to examine past NHZ efficacy. The tool measures beliefs about spanking as a form of discipline. Participating parents will be consented and given the survey prior to beginning the program. Upon completion

of the NHZ program and the painless/productive parenting skills building component, they will complete a follow-up ATS. The ATS is a 13-item survey which involves rating 10 statements about spanking, including "Sometimes a spank is the best way to get my child to listen"; "A spank is not an effective method to change my child's behavior long-term"; and "It is a parent's right to spank." It measures attitudes toward spanking on a 7-point agree-disagree Likert-type scale that yields one summary score. The ATS is widely used in conjunction with the NHZ program. Analysis of respondent questionnaires will include, but is not limited to, descriptive statistics, analysis of change, and predictive modeling. The evaluators anticipate outcomes consistent with findings nationally, such that parents who spank will experience significant increases in awareness of better ways to discipline (50% increase in spankers) and significant increases in beliefs that spanking is harmful (35% among spankers); moreover, increases will be seen regardless of current spanking behaviors.

The evaluation will assess ideological and behavioral changes, support program enhancement, and will be disseminated through publication and summary infographics. Dr. Biller will oversee the program and monitor the functioning of all involved team members. Similarly, Dr. Kairys will be providing guidance and support for the team at the K. Hovnanian Children's Hospital. Dr. DeBellis, Section Director of the AHCH, will provide similar support to the NHZ team at the AHCH. Together with their contracted evaluator, team members will utilize multi-level quality assurance and performance processes; will attend to immediate concerns daily; will meet biweekly to discuss program planning, implementation, and evaluation; and will address immediate remediation of concerns or emerging concerns. The Administrative Director and regional Program Coordinators will meet with community partners regularly, and participating families will play an integral role in meetings and evaluations. AHCH has worked collaboratively with DCPP and the Prosecutors' Offices in the five northern NJ counties for many years and maintains positive relationships with MDT partners in maintaining a child centered approach. The provision of the highest quality services for children and families requires strong collaboration with DCPP at the local and state levels, and collaboration will continue with DCF supervisors and caseworkers, who are most informed regarding the needs of NJ's most vulnerable children. The contracted evaluator has also provided comprehensive evaluation services to DCF-funded programs and has a strong history of evaluating programs related to children's health and well-being.

## V. Budget Narrative

In addition to its simplicity and widespread efficacy, NHZ is appealing due to cost efficiency. Primary expenses are educational materials and staff. As more individuals are exposed to the program, the education provided is diffusely dispersed, thus enhancing its positive community impact at little to no additional cost. HMH in-kind support for this project is estimated at \$237,360 and includes mental health clinicians who will be working with families and collecting, analyzing, and publishing data. The breakdown of our \$735,742 request to NJDCF is below.

*Staffing (Salary and 29% Fringe): \$503,817* Two Program Coordinators, one for the northern and one for the southern HMH region, will be hired to promote program success, expansion, and sustainability. Existing team members and leaders, as outlined, will be financially compensated through in-kind contributions from HMH. The financial burden of the clerical, administrative components of the NHZ initiative will be provided through in-kind funding from HMH. Similarly, the training, education, and direct service provision to community members will be provided by clinicians whose time will be financially accounted for by HMH. Finally, leadership

for the NHZ initiative, provided by Drs. Biller, DeBellis, and Kairys will also be supported through in-kind contributions from HMH.

*Consulting: Program Guidance and Initiation: \$35,300* The professional, experienced consultation from Stacie LeBlanc, JD is essential to ensure program success and service efficiency. Ms. LeBlanc has guided several health care programs in their NHZ program initiation and outcome evaluation.

<u>Consulting: Program Evaluation:</u> *\$70,001* The Principal Evaluator is Cheryl A.S. McFarland, PhD, Director of Evaluation and Analytics for the Central Jersey Family Health Consortium (CJFHC), which collects and analyzes public health surveillance data from hospitals in the central region to monitor maternal and child health and assess program needs. Dr. McFarland and staff will provide consulting support in collecting and analyzing the ATS questionnaire and in the collection and analysis of qualitative and quality improvement aspects of the project that will be conducted by Doctoral interns and fellows.

*Materials and Supplies: \$56,739* Primary NHZ materials include posters (11x17) that adhere to walls at the medical centers and community facilities in a manner that meets Joint Commission standards. Anticipated cost for 3,000 posters is \$602. Estimated cost for 10,000 informative NHZ pamphlets and 10,000 magnets, is \$15,130 . Team and community partners will also receive interactive family packets in nylon backpacks containing informative materials, as well as distraction objects, such as books, crayons, and puzzle cubes, for children at a total cost of \$41,007 for 10,000 completed backpacks.

<u>Other/Travel:</u> \$3,000 Full implementation of the program includes expanding beyond the HMH network to collaborate with community partners in the northern and southern regions. <u>General & Administration/Indirect:</u> \$66,885 HMH is requesting 10% indirect costs.

## Hackensack Meridian Health's Trauma Informed Practices

Hackensack Meridian *Health* (HMH) is dedicated to providing comprehensive health care to all members of the community. In its commitment to treating the whole person, HMH recognizes that trauma affects an individual's life and that adverse childhood events (ACEs) impact physical health, mental health, and morbidity in adulthood, with greater levels of trauma leading to poorer health outcomes.

HMH's trauma-informed approach reflects the six key principles of trauma-informed care as outlined by SAMHSA (Substance Abuse and Mental Health Services Administration). These include:

- Safety
- Trustworthiness and Transparency
- Peer Support
- Collaboration and Mutuality
- Empowerment, Voice, and Choice
- Cultural, Historical, and Gender Issues

HMH is committed to changing its organizational culture to emphasize respecting and appropriately responding to the effects of trauma on all of its patients (and team members). Through its online training portal, HMH offers team members training on Becoming a Trauma Informed Leader and recognizing post traumatic stress disorder (PTSD). It has also instituted several programs and services that relate to providing trauma-informed services.

## 1. Hackensack Meridian Health School of Medicine's Human Dimension Program -

Medical students are each paired with three families in local underserved communities. They develop relationships with these families, working closely with them to address social determinants of health (SDOH) or factors beyond the medical system that impact their health, such as safe housing, access to food, transportation, insurance, education, and employment. Through this course, students develop the insight and skills to deliver the best possible care to the communities they will one day serve, and local at-risk families receive the comprehensive care and support they need to thrive.

2. **Project HEAL** - With the support of a state grant, HMH Jersey Shore University Medical Center instituted a hospital-based violence intervention program which provided counseling, emergency financial assistance, legal advice, health screenings, transportation assistance, and referrals to other assistance to more than 175 patients impacted by domestic violence and community violence, as well as provided more than 600 individual and group counseling sessions to patients and their families. This successful program has now expanded outside of the hospital walls to the community, where it will serve adolescents who are victims of violence and their family members.

## 4 - Trauma Informed Practices

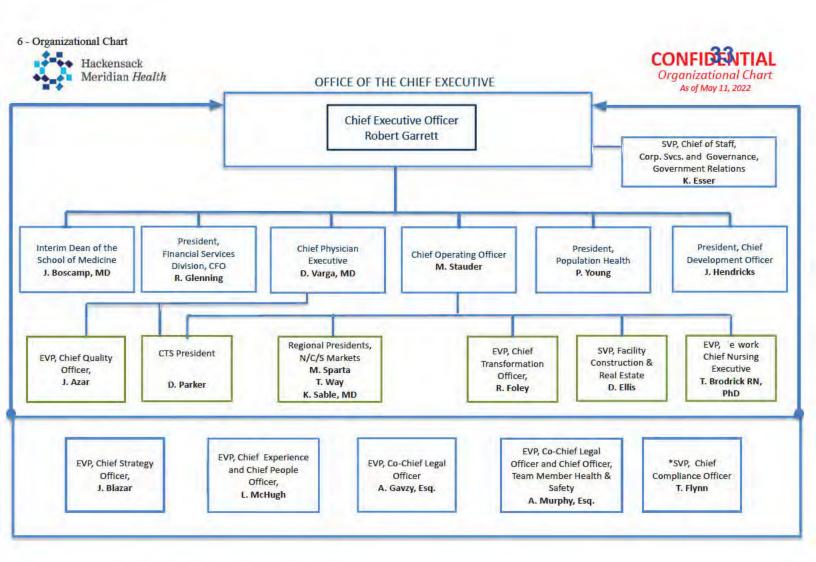
3. Regional Diagnostic Treatment Centers - Two of HMH's hospitals (Hackensack University Medical Center and Jersey Shore University Medical Center) serve as state-designated treatment centers that offer comprehensive programs for the evaluation, treatment, and prevention of physical and emotional trauma and injuries caused by child physical abuse, sexual abuse, and neglect. Each hospital has specially trained doctors, nurses, psychologists, and social workers to provide care for these children.

# 5 - Governing Body List 2022 HMH Hospitals Corporation Board of Trustees

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Shawn Reynolds, Vice Chai	rperson, Portfolio Manager, VanEck Global -
Frank Vuono, Secretary, Co	-founder/Partner, 16W Marketing, LLC -
Thomas Lake, MD, <i>Treasur</i> ⁄Ieridian Health -	er, Medical Director of Colorectal Oncology, Hackensack
	ogist, Hackensack Meridian <i>Health</i> -
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ohn Wilcha, Operating Part	tner, Dubilier & Co
Valter Wynkoop, MD, Puln	nonologist, Hackensack Meridian Health -
rank Fekete, CPA, Ex-Offic	cio, Managing Partner, Mandel, Fekete & Bloom,
cobert C. Garrett, FACHE,	Ex-Officio, CEO, Hackensack Meridian Health -
teven Lisser, MD, <i>Ex-Offic</i> Iackensack Meridian Healt	cio, Chair, Medical Council and Orthopedic Surgeon (Ex-Officio)
	, COO, Hackensack Meridian Health (Ex-Officio) -
Thomas Kononowitz, Emeri	itus, no vote, Retired SVP, NJ Natural Gas -
Susan B. Hassmiller, <i>Emerin</i> Wood Johnson Foundation -	tus (without vote); PhD, RN, Senior Advisor for Nursing, Robert
	itus (without vote); President, Anthony Scardino & Associates;

## 5 - Governing Body List

Full Name	Term Start Date	Term Expiring Date	Term (years)	New Term for Reappointed Trustees (years)	Max Term (Years)	Max Term Expiry	Notes
Aida Capo, MD	1/1/2020	12/31/2021	2	3	9	12/28/2028	
Andria Schneiderman	1/1/2020	12/31/2021	2	3	9	12/28/2028	
Gregorio Guillen, MD	1/1/2020	12/31/2021	2	3	9	12/28/2028	
Luke Kealy, Esq.	1/1/2020	12/31/2021	2	3	9	12/28/2028	
Christopher A. Rotio	9/22/2021	12/31/2021	0.3	3	9	9/21/2030	
Praful Raja	7/1/2021	12/31/2021	0.5	3	9	6/30/2030	
Edward Piccinich	1/1/2020	12/31/2022	3	n/a	9	12/28/2028	
John Wilcha	1/1/2020	12/31/2022	3	n/a	9	12/28/2028	
Pranaychandra Vaidya, MD	1/1/2020	12/31/2022	3	n/a	9	12/28/2028	
Thomas Lake, MD	1/1/2020	12/31/2022	3	n/a	9	12/28/2028	
Walter Wynkoop, MD	1/1/2020	12/31/2022	3	n/a	9	12/28/2028	
William J. Murray	1/1/2020	12/31/2022	3	n/a	9	12/28/2028	
Frank J. Vuono	1/1/2021	12/31/2023	3	n/a	9	12/28/2028	
Gloria Martini	1/1/2021	12/31/2023	3	n/a	9	12/28/2028	
Marvin Goldstein, Esq.	1/1/2021	12/31/2023	3	n/a	9	12/28/2028	
Richard Henning	1/1/2021	12/31/2023	3	n/a	9	12/28/2028	
Rosemarie J. Sorce	1/1/2021	12/31/2023	3	n/a	9	12/28/2028	
Shawn Reynolds	1/1/2021	12/31/2023	3	n/a	9	12/28/2028	
William Lawless, Ph.D.	1/1/2021	12/31/2023	3	n/a	9	12/28/2028	
Anthony Scardino, Jr. (EMERITUS)	9/22/2021	9/21/2024	3	n/a	n/a	n/a	emeritus trustees have 3 year term; no term lim
Susan B. Hassmiller, Ph.D., RN (EMERITUS)	9/22/2021	9/21/2024	3	n/a	n/a	n/a	emeritus trustees have 3 year term; no term lim
Frank L. Fekete, CPA	n/a	n/a	n/a	n/a	n/a	n/a	ex-officio
Mark Stauder	n/a	n/a	n/a	n/a	n/a	n/a	ex-officio
Robert C. Garrett, FACHE	n/a	n/a	n/a	n/a	n/a	n/a	ex-officio
Steven Lisser, MD	n/a	n/a	n/a	n/a	n/a	n/a	ex-officio
Thomas J. Kononowitz	n/a	n/a	n/a	n/a	n/a	n/a	emeritus

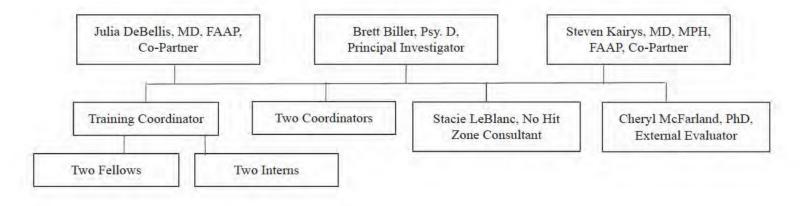


- SVP, Chief Compliance Officer - direct report to Audit & Compliance Committee

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7 - Program Organizational Chart

## Hackensack Meridian Health's No Hit Zone Program Organizational Chart



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8 - Professional Licenses

Details





#### **License Information**

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Return to Search Results

Name: BRETT A. BILLER, PSY.D.

Address: Hackensack,NJ

Profession/License Type: Psychology, Practicing Psychologist

License No: 35SI00449900

License Status: Active

Status Change Reason: License Issuance

Issue Date: 1/29/2008

Expiration Date: 6/30/2023

NO Board Actions. For more information contact New Jersey State Board of Psychological Examiners at (973) 504-6470.

## Documents

		No Public Documents					
Division Division Home	Department OAG Home	State NJ Home	Legal Legal Statement	RSS Sign up for New Jersey Division of Consumer Affairs RSS feed			
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If the law governing your profession requires the current license/registration/certificate to be displayed, it should be within reasonable proximity of your original license/registration/certificate at your principal office or place of business.

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THIS DOCUNENT IS PRI BACKGROUND AND MUL TIPLE CON WATERMA TERMARKED PAPER, WITH A MULTHCOLORED ITV FEATURES. PLEASE VERIFY AUTHENTICITY State Of New Jersey New Jersey Office of the Attorney General **Division of Consumer Affairs** THIS IS TO CERTIFY THAT THE Board of Medical Examiners HAS REGISTERED Julia A. DeBellis 254 Easton Ave Department of Pediatrics New Brunswick NJ 08901 FOR PRACTICE IN NEW JERSEY AS A(N): Medical Doctor 05/19/2021 TO 06/30/2023 25MA06713900 LICENSE/REGISTRATION/CERTIFICATION # VALID Signaure of Licensee Registrant/Certificate Holder ACTINGDIRECTOR

37

## HACKENSACK MERIDIAN HEALTH

## JOB DESCRIPTION

(Please do not edit the template format)

Job Title:	Program Coordinator- NHZ	Job Code:	
Prepared by Name(s):	Administrative Director NHZ	<b>Revised Date:</b>	
Applicable Department(s):	Audrey Hepburn Children's House- Hackensack University Medical Center	Cost Center(s):	TBD
Job Reports to Title(s):			
Applicable Department Head Approval Title:		Date:	
Applicable Vice President Approval Title:		Date:	
Applicable Compensation Approval Name:		Date:	

**Job Summary:** Coordinate the development, implementation and evaluation of the No Hit Zone at the Audrey Hepburn Children's House at Hackensack University Hospital and Jersey Shore Medical Center.

## **Essential Job Functions:**

- 1. Provide direct education to NHZ team members at HUMC and JSMC.
- 2. Provide direct education and training to NHZ pediatric members of HUMC and JSMC and Community Partner leadership (train the trainers).
- 3. Develop policy to incorporate NHZ mission into HUMC and JSMC hospital policy regarding code of conduct.
- 4. Assist the NHZ Program Manager in seeking out new funding opportunities to expand the NHZ program in the community.
- 5. Develop a library of resources for parents and team members regarding nonphysical methods of discipline.
- 6. Develop new community partnerships and maintain current partners.
- 7. Assist Administrative Director maintain and manage the NHZ budget and oversee material and consultant costs.
- 8. Conduct training, workshops, videos, and support groups for parents/caretakers regarding non-violent methods of conflict resolution and positive parenting practices.
- 9. Keep Hackensack Meridian Children's Health team members informed of developments in areas of interest.
- 10. Organize, manage and distribute the materials utilized in the NHZ as well as any research materials needed to assess outcomes.
- 11. Work with other mental health professionals in collecting and analyzing data.
- 12. Seek out new funding opportunities to expand the NHZ program in the community.
- 13. Write quarterly reports per grant requirements.
- 14. Other duties and/or projects as assigned.

## Education, Knowledge, Skills and Abilities Required:

- 1. Bachelor's of Science or Arts
- 2. Experience dealing with families in crisis.
- 3. Demonstrated experience navigating healthcare, government, education and community-based systems that directly interact with NHZ communities.
- 4. Strong program development and management experience.

#### HACKENSACK MERIDIAN HEALTH

#### JOB DESCRIPTION

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Prepared by Name(s):	Administrative Director NHZ	<b>Revised Date:</b>	
Applicable Department(s):	Audrey Hepburn Children's House- Hackensack University Medical Center	Cost Center(s):	TBD
Job Reports to Title(s):			
Applicable Department Head Approval Title:		Date:	
Applicable Vice President Approval Title:		Date:	
Applicable Compensation Approval Name:		Date:	

- 5. Basic knowledge of the emotional and medical issues inherent to Child Abuse and Neglect
- 6. Strong written and verbal communication skills.
- 7. Dynamic, energetic, compassionate individual who is capable of managing multiple tasks and collaborating with many different types of individuals, families, disciplines, medical personnel and organizations in an intensive care setting.
- 8. Proficient computer skills including but not limited to Microsoft Office and Google Suite platforms.

#### Education, Knowledge, Skills and Abilities Preferred:

1. Social work, Education, Child Development

#### **Licenses and Certifications Required:**

1. N/A

#### **Licenses and Certifications Preferred:**

1. N/A

**<u>Contacts</u>**: Regular contact with clinical and operational leadership, medical staff, medical center leadership, network quality and safety leadership, non-nursing personnel, patients and visitors.

The above statements are intended to describe the general nature and level of work being performed. They are not intended to be an exhaustive list of all responsibilities, duties and skills required.

### BRETT A. BILLER, Psy.D.

Clinical Psychologist School Psychologist NJ License# 4499 NY License# 016837 NJ School Psychology Certificate 12 Second Street Hackensack, NJ 07601 <u>brett.biller@hmhn.org</u>

Education:		
September 2004		Dyson College of Arts and Sciences at Pace University, New York, NY
		Doctorate of Psychology, September 2004
		Masters of Science in Education, August 2002
	Honors:	Academic University Scholar
		University Graduate Academic Scholarship Recipient
	Activities:	Graduate Psychology Student Association - President
May 1999		Rutgers College, Rutgers University, New Brunswick, NJ
		B.A., cum laude, Psychology and Political Science
	Honors:	Dean's List - six semesters; Henry Rutgers Scholar; Rutgers College Merit Scholar;
		Golden Key National Honor Society; Psi Chi National Psychology Honor Society;
		Gamma Sigma Alpha National Greek Honor Society; Rutgers Fraternity council
		Scholastic Achievement Award - five semesters; Arnold B. Hoffman National
		Outstanding University Service Award; Recipient of the Class of 1934 Distinguished
		Student Scholarship
	Activities:	Rutgers College Governing Association - Senior Class Vice President, Junior and
		Sophomore Class Secretary; Rutgers University Psychology Club - President; Alpha
		Epsilon Pi Fraternity - President, Vice President, Philanthropy Chairman
<b>Clinical Psyc</b>	chology Experie	ence:
October 2019	9 – Present	Hackensack University Medical Center, Hackensack, New Jersey, Employer
		Audrey Hepburn Children's House –Maltreatment Diagnostic/Treatment Center
		Section Chief – Mental Health Director
		> Provides clinical supervision and oversight of program mental health diagnostic and
		therapeutic services and supervises the clinical supervisors of the mental health staff
		at the Audrey Hepburn Children's House.
		> Functions as a consultant and supervising clinician in the Department of Pediatrics,
		including the evaluation, diagnosis, and treatment of mental disorders and aspects of
		the psychological adaptation of patients and their families.
		> Conducts diagnostic evaluations, including use of psychometric assessment, and
		interprets findings to staff, families, and other approved agencies as needed.
		> Provide fact and expert testimony.
		<ul> <li>Supervise forensic assessments for child victims of child maltreatment and their</li> </ul>
		families
		<ul> <li>Provides supervision of effective, evidence-based psychological interventions to</li> </ul>
		include but not limited to TF-CBT, DBT or expressive therapies.
		<ul> <li>Assist staff in formulating diagnoses and written documentation of complex trauma</li> </ul>
		<ul> <li>Directs and delegates the daily operative business of the center through oversight and</li> </ul>
		supervision of the Clinical and Administrative Supervisor.
		Supervises the Clinical and Administrative Supervisor in their job function that includes oversight of the professional and support staff.
		Directs and oversees the Coordinator of the Psychology Pre and Post-Doctoral training program in Economic Psychology.
		training program in Forensic Psychology.

10 - Resumes

- Researches related grant opportunities and in conjunction with the support of other Hackensack Meridian Healthcare departments and writes federal, state and private grant proposals to supplement program funding and expand program services.
- Organizes and participates in professional and community educations conferences and seminars on related topics.
- Identifies the needs of the patient population served and modifies and delivers care that is specific to those needs (i.e., age, culture, language, hearing and/or visually impaired, etc.). This process includes communicating with the patient, parent, and/or primary caregiver(s) at their level (developmental/age, educational, literacy, etc.).
- Reviews statistical service reports, clinician log sheets, financial reports and client satisfaction feedback to assess productivity, level of service, quality of services, and financial position.
- In conjunction with the Department of Pediatrics Administration oversees the preparation and maintains program budget, participates in hospital cost containment and fiscal management efforts.
- Collaborates with New Jersey State Officials and Child Welfare Administrators to identify child welfare needs, identify service gaps and plan for improvements in the system. Directs the development and implementation of program services in accordance with HMH policy and procedures and JCAHO and Department of Health and Human Services standards of care.
- Meets quarterly with Department of Children and Families (DCF) and Division of Child Protection and Permanency (DCP&P) Area Directors to discuss level of service, referral and compliance issues and coordinate services.
- Develops collaborative service agreements with community agencies for the provision of specialized medical and mental health services for children who have been maltreated and their families.
- Develops and revises program policies and procedures consistent with national practice guidelines, i.e., the American Psychological Association (APA), the American Psychiatric Association (APA), the American Academy of Pediatrics (AAP), the American Professional Society on the Abuse of Children (APSAC), American Board of Professional Psychology (ABPP), National Children's Alliance (NCA) recommendations to ensure the highest quality of care is provided for child abuse victims and their families.
- Oversees compliance with proper documentation and maintenance of AHCH patient medical records in accordance with the State of New Jersey Regulations, Title 9, JCAHO standards, and HIPPA and HUMC requirements.
- Supervises case management, facilitates coordination with DCP&P and law enforcement to establish a safety plan and family service agreement.
- Supervises crisis intervention and emergency services to victims as needed. In an emergency situation, delegates responsibilities and notifies the appropriate personnel to take action to maintain a safe environment for AHCH employees and clients
- Serves as resource and liaison to community and governmental agencies who seek medical and mental health information or services for victims of child maltreatment.
- Serves on Multidisciplinary Teams (MDT) of the AHCH five county catchment counties and other committees as necessary.

## October 2013-October 2019 Saint Peter's University Medical Center, New Brunswick, New Jersey, Employer Dorothy B. Hersh Regional Child Protection Center

Director of Doctoral Training Program

- > Developed and Direct Doctoral Field Training Program
- > Supervise psychology doctoral students
- > Developed and Direct Individual and Group Therapy Program
- Conduct psychological evaluations with children, parents or family members where abuse is suspected or substantiated
- > Lecture on multiple topics related to child abuse and maltreatment
- Provide fact and expert testimony
- Provide community outreach and education
- Develop comprehensive assessment and treatment reports
- Provide weekly child and family therapy

May 2008) Resentes	Bergen Evaluation and Counseling Associates, New Jersey 42 Licensed Psychologist/Owner
	<ul> <li>Manage contract with state child protective services.</li> </ul>
	<ul> <li>Direct scheduling and billing services</li> </ul>
	<ul> <li>Conduct psychological evaluations with children, parents or family members where</li> </ul>
	abuse is suspected or substantiated
	Parenting capacity and Risk Assessment Evaluations for Foster Care Placement and Custody Resolution
	<ul> <li>Develop comprehensive assessment and treatment reports</li> </ul>
	$\succ$ Provide weekly therapy for children, adolescents, and adults
	Trained in the area of trauma, child abuse/maltreatment, termination, reunification, sexual deviant behavior
March 2005-October 2013	Hackensack University Medical Center, Hackensack, New Jersey, Employer Audrey Hepburn Children's House –Maltreatment Diagnostic/Treatment Center Licensed Psychologist/Supervisor
	Conduct psychological evaluations with children, parents or family members where abuse is suspected or substantiated
	<ul> <li>Supervise psychology graduate students</li> </ul>
	<ul> <li>Attend bi-weekly Multi-disciplinary Team (MDT) meetings</li> </ul>
	<ul> <li>Develop comprehensive assessment and treatment reports</li> </ul>
	Provide weekly individual child and family therapy
	Provide group therapy for parents who have acknowledged physical abuse
	<ul> <li>Lecture on multiple topics related to child abuse and maltreatment</li> </ul>
	Provide fact and expert testimony
August 2004-March 2005	<ul> <li>Newark Beth Israel Medical Center, Newark, New Jersey, Employer</li> <li>Metropolitan Regional Diagnostic and Treatment Center</li> <li>Mental Health Clinician: Supervisor Caridad Moreno, Ph.D.</li> <li>Conduct psychological evaluations with children, and family members where abuse is suspected or substantiated</li> <li>Develop comprehensive assessment and treatment reports</li> <li>Provide weekly individual child therapy</li> <li>Provide weekly family therapy</li> <li>Work cooperatively with child protective services</li> </ul>
July 2003-June 2004	Hackensack University Medical Center, Hackensack, New Jersey, Employer Audrey Hepburn Children's House – Regional Abuse and Neglect Diagnostic Center Primary Placement Anthony V. D'Urso, Psy.D., Licensed Psychologist, Supervisor
	<ul> <li>Conduct psychological evaluations with children, parents or family members where abuse is suspected or substantiated</li> </ul>
	<ul> <li>Develop comprehensive assessment and treatment reports</li> </ul>
	Provide weekly individual child therapy
	<ul> <li>Provide weekly family therapy</li> </ul>
	<ul> <li>Attend bi-weekly Multi-Disciplinary Team (MDT) conferences</li> </ul>
	<ul> <li>Work cooperatively with child protective services, prosecutors, and detectives offices</li> </ul>
	<ul> <li>Present staff development training seminar</li> </ul>
	<ul> <li>Tomorrows Children's Institute</li> <li>Secondary Placement</li> <li>➤ Conduct individual psychotherapy with children diagnosed with cancer and blood</li> </ul>

born disorders
 Administer psychological assessments and develop treatment reports

10 - Resumes	<ul> <li>Consult with patients' academic institutions to coordinate special accommutations</li> <li>Collaborate with medical team in advocating for mental health needs of patients</li> </ul>
	The Comprehensive Epilepsy Center Secondary Placement
	Conduct neuropsychological assessment with children and adults diagnosed with epilepsy or traumatic brain injury
	<ul> <li>Present and discuss assessment findings with patient and family</li> </ul>
July 2002-June 2003	<ul> <li>University of Medicine and Dentistry, Newark, New Jersey</li> <li>University Behavioral HealthCare</li> <li>Susan Esquilan, Ph.D., Licensed Psychologist, Senior Supervisor</li> <li>&gt; Therapist in an intensive outpatient, milieu-based treatment program</li> <li>&gt; Provide weekly individual child and family therapy</li> <li>&gt; Lead therapy group with latency age children in a partial care day program</li> <li>&gt; Conduct clinical intake interview for diagnosis and treatment recommendation</li> <li>&gt; Participate in weekly clinical team meetings</li> </ul>
September 2000-June 2002	<ul> <li>Paramus Public Schools, Paramus, New Jersey</li> <li>Gary Borer, Ph.D., Licensed Psychologist, Supervisor</li> <li>➢ Conduct Clinical interviews, administer psychological assessments and write psychological evaluation reports for Individual Education Programs.</li> <li>➢ Conduct classroom observations of children</li> <li>➢ Participate in Child Study Team meetings</li> <li>➢ Conduct individual counseling with Primary and Junior High School students</li> <li>➢ Provide consultation to teachers regarding difficulties they experience with students</li> <li>➢ Instruct student life classes</li> <li>➢ Lead support groups for children from "Non-traditional" or Divorced families</li> <li>➢ Organize and coordinate Faculty professional advancement programs covering topics such as Bullying and Peer Pressure</li> </ul>
October 1999-June 2002	<ul> <li>Pace University, McShane Center for Psychological Services, New York, New York Mental Health Clinician</li> <li>➢ Conducting individual weekly psychotherapy with adult and adolescent client with psychodynamic orientation and cognitive-behavioral techniques applied</li> <li>➢ Perform intake evaluations for new clients</li> </ul>
September 1997-June 1999	<ul> <li>Highland Park School District, Highland Park, New Jersey</li> <li>Social Problem Solving Therapist</li> <li>Maurice Elias, Ph.D., Licensed Psychologist, Supervisor</li> <li>➢ Individual counseling with elementary level students focusing on Social Problem Solving skills including programs such as B.E.S.T-self-presentation awareness and KEEP CALM- Deep breathing relaxation technique</li> <li>➢ Co-led Divorce group for students whose parents were divorced or separated</li> <li>➢ Developed and Authored the S.M.I.L.E. technique aimed at aiding children suffering from anxiety or depression.</li> </ul>
Hospital Appointments: October 2013	Saint Peter's University Medical Center, New Brunswick, New Jersey
October 2019	Hackensack University Medical Center, Hackensack, New Jersey

Published watesumes	44
October 2013	Maddux, J.A., Biller, B.A., Berry, E., Michalowski, S., & D'Urso, A.V. (2010). Categorization of abuse criteria by expert ratings and the elusive diagnosis of abuse.
September 2004	Examining the Utility of EMA with Individuals Diagnosed With Depression Pace University
	<ul> <li>Exploring the impact of daily monitoring of moods, thoughts and cognitions using palmtop computers</li> <li>Examining the developing symptom patterns of depressed individuals across the initial six weeks of psychotherapy</li> <li>Examining the utility of the Ecological Momentary Assessment modality in relation to Retrospective Reporting</li> </ul>
May 1999	<ul> <li>S.M.I.L.E., Social Problem Solving Technique Rutgers University</li> <li>➢ Innovative therapeutic theory aimed at working with individuals in a holistic approach</li> <li>➢ Applicability for children, adolescents, and adults</li> </ul>
Authored Lectures: June 2017	<u>The Importance of the "Elusive" Background Information in Psychological Evaluations</u> The NJ Coordination Center for Child Abuse & Neglect Forensic Evaluation and Treatment Annual Statewide Summit
	$\succ$ Identify and describe the significance of legal and DCPP documents relevant in
	conducting a comprehensive psychological evaluation.
	Identify the utility of background information pertaining to the referred client's history prior to conducting the comprehensive evaluation.
	<ul> <li>Identify a list of documents and background information to complete a through and useful psychological evaluation and inform recommendations.</li> </ul>
February 2008 - Current	<u>Child Sexual Abuse Accommodation Syndrome</u> Pediatric Grand Rounds in Child Maltreatment
	> Discuss typical reactions and responses of children's responses to sexual abuse and
	the aftermath
October 2007	<ul> <li><u>Child Abuse and Maltreatment</u></li> <li>Court Appointed Special Advocate Training, Bergen County, NJ</li> <li>➢ Educated incoming CASA workers about child abuse and maltreatment</li> <li>➢ Provide instruction for responding to child abuse disclosures</li> <li>➢ Respond to questions relative to child abuse and maltreatment</li> </ul>
<b>Specialized Training:</b> January – February 2015	Mediation Training         The Center for Mediation & Training, New York, NY         Family Mediation         ➤ Mediation Techniques         ➤ Amical Conflict Resolution         ➤ NJ/NY Family Tax Law         ➤ Equitable Distribution
November 2014	Interdisciplinary Collaborative Divorce Training New Jersey Institute for Continuing Legal Education, New Brunswick, NJ ➤ Collaborative vs. Litigations

10 - Resumes	<ul> <li>How Emotions Impact Negotiations</li> <li>Business Valuations</li> <li>Professional Ethics</li> <li>Role of the Attorney, Financial Professional, Mental Health Professional</li> <li>NJ Family Collaborative Law Act</li> </ul>
March 2011-2013	<ul> <li>State Leadership Training</li> <li>American Psychological Association, Washington, DC.</li> <li>➢ Policy formation</li> <li>➢ Organizational advocacy</li> <li>➢ Motivating membership to action</li> </ul>
February -December 2010	Post-Doctoral Training in Forensic PsychologyMontclair State University, Montclair, NJPost-Doctoral Training in Forensic Psychology➤ Principles of Mediation➤ Forensic Psychology in Family Court Proceedings➤ Expert Testimony➤ Forensic Psychology in Criminal Proceedings
November 2008	<ul> <li><u>Advanced Case Consultation Project</u>, North Brunswick, NJ</li> <li><i>Marsha Heimann, Ph.D.</i></li> <li>&gt; Application of advanced clinical skills in the treatment of child sexual abuse</li> </ul>
May 2007	<ul> <li>Expert Witness Training, New Brunswick, NJ</li> <li>Susan Esquilin, Ph.D.; Alice Nadelman, Ph.D.</li> <li>➢ Instruction on assessment of children and families, review of issues relevant to child development and attachment, assessment of trauma, assessment of parenting capacity, develop skills and knowledge necessary for providing expert and fact testimony in legal proceedings</li> </ul>
December 2005	Case Consultation in Child Abuse and Maltreatment, Hackensack, NJ Richard Coco, Ph.D.; Patricia Sermebekian, Ph.D.
September 2004	<ul> <li>Concepts and clinical skills in the treatment of child sexual abuse</li> <li><u>Trauma-Focused Cognitive Behavioral Therapy</u>, Newark, NJ</li> <li><i>Ester Deblinger, Ph.D.</i></li> <li>Employing a therapy model developed for use when treating children who have been sexually abused</li> </ul>
December 2003	<ul> <li>Child Sexual Abuse: Back to Basics, Hackensack, NJ Susan Esquilin, Ph.D.</li> <li>➢ Sexual behaviors in children, Interviewing children, Child sexual abuse allegations during divorce, custody issues</li> </ul>
October 2003	<ul> <li>Finding Words - New Jersey, Hackensack, NJ</li> <li>Interviewing and Preparing Child Victims for Court</li> <li>➢ Principles of interviewing, dynamics of abuse, children's sexuality development, process of disclosure, recantation, use of age-appropriate interview questions, process of inquiry, forensic interview process, memory and suggestibility, use of anatomical dolls, children's cognitive development, use of language in interviewing children, blocks and problems in the interview process</li> </ul>
August 2002	<u>Foster Care in New Jersey,</u> Newark, NJ Susan Esquilin, Ph.D.

10 - Resumes	<b>46</b>	
	> Principles and function of the current foster care system in New Jersey, including	
	purpose, recruitment, evaluation, and placement	
July 2002	<b>Children's Legal Resource,</b> Newark, NJ <i>Kit Ellenbogen, Esq.</i>	
	$\succ$ Advocating for the rights of children, available public and private legal resources for	
	children, parental rights, and the role of mental health professionals within the family courts	
Faculty:	Finding Words New Longer	
January 2014-Present	<u>Finding Words – New Jersey</u> Lecturer/Instructor	
	Provide lectures including topics related child abuse victim's emotional response, process of disclosure, related developmental and cultural issues.	
	➤ Supervise in vivo activities teaching techniques for properly interview child	
Professional Affiliations:	sexual abuse victims.	
	American Psychological Association	
	> Federal Affairs Coordinator	
	New Jersey Psychological Association	
	<ul> <li>Member at Large, Executive Board</li> <li>Past Chair - Committee on Legislative Action (COLA)</li> </ul>	
	<ul> <li>President - Political Action Committee</li> </ul>	
	Legislative Affairs Coordinator	
	<ul> <li><u>American Professional Society on the Abuse of Children</u></li> <li>➢ President – New Jersey Chapter</li> </ul>	
	• Facilitate executive board activities	
	<ul> <li>Promote organization goals and initiatives</li> </ul>	
	➢ Board of Directors, Treasurer 2008-2010	
	<ul> <li>Establish yearly budget</li> <li>Manage monthly income and expenditures</li> </ul>	
	<ul> <li>Manage monthly income and expenditures</li> <li>Plan and Organize statewide conference</li> </ul>	
	New Jersey Children's Alliance	
	Secretary, <i>Executive Board</i>	
Testing Experience:		
	Pace University, Psy.D. in School-Clinical Child Psychology	
	Trained in administration, scoring, interpretation and individual and integrated report	
	writing (20 Credit hours) of the following assessment tools: Wechsler Intelligence Scale for Children-4th Edition (WISC-IV)	
	Wechsler Adult Intelligence Scale-3 <sup>rd</sup> Edition (WAIS-III)	
	Wechsler Preschool and Primary Scale of Intelligence-Revised (WPPSI-R)	
	Wechsler Memory Scale-3 <sup>rd</sup> edition (WMS-III)	
	Standford-Binet Intelligence Scale-4 <sup>th</sup> Edition	
	A Developmental Neuropsychological Assessment (NEPSY) Vineland Adaptive Behavior Scales	
	Gray Oral Reading Test-3 <sup>rd</sup> Edition (GORT-III)	
	Wide Range Achievement Test-Revision 3 (WRAT-III)	
	Rey Auditory Verbal Learning Test	
	Rey-Osterrieth Complex Figure Test Boston Naming Test	
	Wisconsin Card Sorting Test	

10 - Resumes	Stroop Color and Word Test Controlled Oral Word Association Test/ Animal Naming Test Finger Tapping Test/ Purdue Pegboard Test Bender Visual Motor Gestalt Beck Depression Inventory – 2 <sup>nd</sup> Edition Minnesota Multiphasic Personality Inventory – 2 <sup>nd</sup> Edition (MMPI-2) Millon Clinical Multiaxial Inventory – 3 <sup>rd</sup> Edition (MCMI-III) Adult-Adolescent Parenting Inventory (AAPI-2) Kinetic Family Drawings House, Tree, Person Drawings Rorschach Projective Assessment (Exner scoring system) TAT/CAT (Thematic Apperception Test)
	<u>Forensic Assessment</u> Juvenile Risk Assessment Scale (J-RAS) Juvenile Sex Offender Assessment (J-SOAP-II) Adolescent Cognitions Scale
Skills:	
Skills.	Microsoft
	➤ Word, Excel, PowerPoint, Outlook
	Statistical Package for Social Sciences 10.0(SPSS)
	<ul> <li>Statistical research database</li> </ul>
	Internet Resources
	➤ Explorer, Yahoo, MSN Online, Firefox
Clinical Interests:	
	Administration and Leadership Community Advocacy Enhancement of CPS, Foster Care, and Permanency Services Individual Adult, Child and Family Psychotherapy Child Maltreatment Psychological Forensic Interviewing Domestic Abuse and Neglect Counseling Psychological effects of Divorce and Nontraditional families Psychological experience of grief and trauma

Infant, Child, and Adult Assessment Cognitive-Behavioral and Psychodynamic Therapies

#### Julia A. DeBellis, MD, FAAP

#### **POSITIONS HELD:**

Northern Regional Diagnostic Center For Child Abuse and Neglect - *The Audrey Hepburn Children's House* Hackensack Meridian Health The Joseph M. Sanzari Children's Hospital at Hackensack University Medical Center Hackensack, New Jersey Division Director- November 8, 2021- present Medical Director and Division Chief - April 1, 1998- June 2016 Program Co-Director – November 2005 – June 2016 Attending Physician- Pediatric Emergency Trauma Dept. – July, 2000 – June 2016

Dorothy B. Hersh Regional Child Protection Center St. Peter's University Hospital New Brunswick NJ Child Abuse Pediatrician- July 2016- November 5, 2021

Northern Regional Community-Based Death Review Team New Jersey Governor's Task Force on Child Abuse and Neglect Chairperson - January 2000 – January 2007

Mount Sinai Medical Center Under The Rainbow- Child Abuse Program Chicago, Illinois - Locum Tenens - December 1, 1997- February 24, 1998

Pediatric Ecology Program for Child Abuse and Neglect Grant Hospital - Pediatric Center of Chicago, Ltd. Chicago, Illinois- Medical Director - July, 1995- June, 1997

Bronx Municipal Hospital Center Jacobi Hospital - Pediatric Emergency Room Bronx, New York - Assistant Attending - July1993 - June 1995

#### **PROFESSIONAL LICENSING and CERTIFICATION:**

American Board of Pediatrics Board Certification in Child Abuse Pediatrics – November, 2009

American Board of Pediatrics Board Certified in Pediatrics - October, 1997 Board Recertification in Pediatrics – December 2004 Board Recertification in Pediatrics – September 2014

New Jersey State Board of Medical Examiners License to practice Medicine - April, 1998 – to present

University of the State of New York Education Department License to practice Medicine and Surgery - March, 1993 – to present

#### **TEACHING POSITIONS:**

Touro University College of Medicine The Joseph M. Sanzari Children's Hospital Hackensack University Medical Center Clinical Associate Professor of Pediatrics – February 26, 2008 – November, 2009

University of Medicine and Dentistry of New Jersey Hackensack University Medical Center Assistant Attending – April 1, 1998 – June 2016 Assistant Professor of Pediatrics – June 16, 2004 – June 30, 2016

#### FELLOWSHIP, INTERNSHIP & RESIDENCY TRAINING:

The New York Hospital-Cornell Medical Center Division of Child Abuse and Neglect Child Abuse Team - Department of Pediatrics New York, New York - July, 1993~June 1995

Albert Einstein College of Medicine Montefiore Medical Center Internship & Residency in Pediatrics, Bronx, New York - July, 1990 -June, 1993

#### Julia A. DeBellis, MD, FAAP – Page 3

#### **EDUCATION:**

Boston University School of Medicine Doctorate of Medicine - May, 1990

New York University Bachelor of Science in Biology - June, 1986

#### PUBLICATIONS, RESEARCH AND ARTICLES:

*Child Physical Abuse: The role of the pediatrician in recognition, intervention, and prevention.* Presentation at the International Society on the Prevention of Child Abuse and Neglect, -Istanbul, Turkey, September 2012, Authors: Agrawal N, Pritchard L, DeBellis J.

Bruises, Child Physical Abuse, and the Pediatrician.
Workshop Presentation at the 9<sup>th</sup> International Society on the Prevention of Child Abuse and Neglect
Asia Pacific Conference on Child Abuse and Neglect,
New Delhi, India, October 2011 - Authors: Agrawal N, Pritchard L, DeBellis J.

Preparing Caregivers for the Sexual Abuse Medical Examination: Are Informational Leaflets Helpful? Research Project co-authored- J. DeBellis, N. Agrawal, MD, et al. The American Professional Society for Abused Children Annual Colloquium – Poster Presentation Phoenix, Arizona – June 2008

Loving Arms Program – Shaken Baby Prevention Program Audrey Hepburn Children's House New Jersey Children's Trust Fund Grant Co-authored grant with N. Agrawal, MD, et al.- June 2007

*Child Abuse or Mimic?* <u>Consultant for Pediatricians</u> November/December 2003, Volume 2, Number 10 Co –authored article with Mabel Eng, MD

The Association Between Vestibular Bands And Vaginal Erythema – Is This Another Risk Factor For Vaginitis? Research Project co-authored with J. Canter, MD North American Society for Pediatric and Adolescent Gynecology-Poster Presentation- Philadelphia, PA, May 15-17, 2003

#### Julia A. DeBellis, MD, FAAP-Page 4

*Hush Little Baby*- Shaken Baby Syndrome Prevention Film Hackensack University Medical Center

The Audrey Hepburn Children's House- Co-Participant- October 2002

Child Abuse and Neglect: What Every EMT Should Know National Association of Emergency Medical Technicians News, March/ April 2002- Co-authored article with J. Canter, MD

Chart Documentation and Court Preparation <u>Clinical Manual of Pediatric Emergency Medicine</u> Third Edition, June 1996- Co-authored with J. Rosenfeld, MD Editors: Ellen Crain, M.D. and Jeffrey Gershel, M.D.

*Life in Medicine*" Magazine Featured story in "Rites of Passage" - April 1996

#### PROFESSIONAL SOCIETY MEMBERSHIPS/AWARDS:

New Jersey Governor's Task Force on Child Abuse and Neglect Protection Subcommittee Co-Chairperson – January 2008 – January 2010 Member – April 1998- December 2007, December 2021- present

The Connie Strand Award For Excellence in Child Advocacy The Deidre's House - October 28, 2006

Trauma Prevention Award -Emergency Trauma Department Hackensack University Medical Center- May 21, 2003

The Ray Helfer Society Member- March 18, 2003-present

New Jersey Sex Crimes Officers' Association Outstanding Service Award- November 13,2002 Atlantic City, New Jersey

#### Julia A. DeBellis, MD, FAAP – Page 5

New Jersey Child Assault Prevention Award Princeton, New Jersey- April 20,2001 State of New Jersey – General Assembly Citation, Assemblywoman Rose Heck - April 20, 2001

American Academy of Pediatrics Section on Child Abuse and Neglect Member - August 1998, Fellow - June 1, 1998

American Professional Society on the Abuse of Children New Jersey Chapter - Board Member - November 1998 Illinois chapter - Board Member - August 1993- March 1998 Member - August, 1993

American Academy of Pediatrics and AAP Child Abuse and Neglect Committee Member - August 1995

The New Jersey Division of Youth and Family Services Child Health Advisory Board- Member – March 19, 2003

International Society for Prevention of Child Abuse and Neglect Member - May 1994- May 1999

#### **PRESENTATIONS:**

Myths That Impact Child Abuse Investigations 33<sup>rd</sup> Annual Crimes Against Children Conference Dallas Children's Advocacy Center Co-presenter with Anthony DeVincenzo, MA August 9, 2021-December 17, 2021

Child Sexual Abuse and the Defense The Brooklyn Defenders Guest Speaker-June 10, 2021 Julia A. DeBellis, MD, FAAP – Page 6

*Child Sexual Abuse and Domestic Violence* New Jersey Children's Alliance-Guest Speaker- June 3, 2021

Medical Evaluation of Child Sexual abuse

Montclair State University Department of Child Advocacy Guest Presenter-February 2019, April 2021, April 2022

Domestic Violence Symposium: Covid-19 Impact on Domestic Violence Union County C.A.R.E.S & NJ State Bar Association Guest Panelist- April 22, 2021

Medical Evaluation of Child Sexual Abuse New Jersey Finding Words – Faculty- June 2015, October 2016, December 2016, June 2017, October 2017, October 2018, October 2019, September 2020, October 2020, April 2021, April 2022

*Medical Evaluation of Child Sexual Abuse* Monmouth County Prosecutor's Office Guest Lecturer- March 19, 2021

*Child Sexual Abuse* Rutgers University-School of Social Work Guest Lecturer- October 7, 2020

SANE/SART Pediatric Case Review Dorothy B. Hersch Regional Child Protection Center -2016-present -Case Reviewer

Child Sexual Assault and Effective Documentation Eighth Annual Multidisciplinary Conference Monmouth County Prosecutor's Office October 8, 2019

#### Julia A. DeBellis, MD, FAAP – Page 7

Child Sexual Abuse Division of Child Protection and Permanency Union Central and East Local Office – September 9, 2019

Child Sexual Abuse

Inns of Court- Passaic County The Brownstone, Paterson, NJ September 2017

Basic Sex Crimes & Child Abuse Investigations MAGLOCLEN, New Jersey Sex Crimes Officers' Association & Ocean County Police Academy April 13-15, 2016- Lakewood, New Jersey

Myths of Sexual Abuse Division of Child Protection & Permanency Guest Presenter: Passaic and Bergen Local Offices April and May 2015, May 2016

*Child Physical and Sexual Abuse* Morris County Police Academy Morris County Prosecutor's Office June, 2012, June 2013, June 2014

The Medical Evaluation of Sexual Abuse Deidre's House- Annual Conference College of Saint Elizabeth Madison, New Jersey - April 13, 2012

Shaken Baby Syndrome Morris County Prosecutor's Office Morris County Police Academy Morristown, New Jersey – June 26, 2008, June 6, 2009, June 6, 2010

Shaken Baby Syndrome Hudson County Prosecutor's Office - Bergen County Prosecutor's Office Paramus, New Jersey – May 16, 2008

#### Julia A. DeBellis, MD, FAAP – Page 8

Medical Evaluation of Child Sexual Abuse Legal Aid Society of New York St. Francis College - Brooklyn, New York - December 3, 2007

Child Sexual Abuse Morristown Memorial Hospital-Emergency Department Grand Rounds - May 8, 2007

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Mediolegal Considerations in Child Sexual Abuse National Defense Investigators Association- Regional Conference Washington, DC- September 21-22, 2006

"Gentle Hands Turn Violent: The medical and psychological aftermath of SBS" Morris County Prosecutor's Office College of Saint Elizabeth- Madison, New Jersey – June 21, 2005

"When The Bough Breaks: Managing Pediatric and Obstetrical Emergencies"-Holy Name Hospital- Teaneck New Jersey – June 22, 2005

Medical Evaluation of Child Sexual Abuse State of New Jersey – Office of the Attorney General Office of Forensic Sciences – May 26, 2005

Child Physical and Sexual Abuse Emergency Department Trauma Symposium-Chilton Memorial Hospital – April 2005

*Child Sexual Abuse* Pediatric Grand Rounds - The Joseph M. Sanzari Children's Hospital Hackensack University Medical Center - April 20, 2005

"Is this Child Abuse? Put Your Assessment Skills to the Test" Ninth Annual Pediatric Emergency/ Trauma Symposium Hackensack University Medical Center- Hackensack, New Jersey – April 14, 2005

"What Kind of Medical Care is Necessary for Children Who have been Sexually Abused?" The New Jersey Cares Institute Annual Symposium-Stratford, New Jersey, March 2005

#### Julia A. DeBellis, MD, FAAP – Page 9

Child Sexual and Physical Abuse The New Jersey Division of Youth and Family Services Training Academy - Morristown, New Jersey– January 4, 2005 and March 15, 2005

Medicolegal Aspects of Defending Child Abuse Cases: Treading Carefully The Office of the Public Defender Annual Training Conference -Atlantic City, New Jersey- September 9, 2004

Child Physical and Sexual Abuse Morris County Police Academy - Morris County Prosecutor's Office June 10, 2004

Child Sexual Abuse: The Medical Evaluation New Jersey Court Appointed Special Advocates Middlesex Fire Academy - Sayreville, New Jersey– May 27, 2000

*The Medical Evaluation of Child Sexual Abuse* Hudson County – Office of the Public Defender- Jersey City, New Jersey-May 2004

Child Physical and Sexual Abuse EMT Trauma Symposium Englewood Hospital - Englewood, New Jersey – April 30, 2004

Child Sexual Abuse Annual Pediatric Emergency/Trauma Symposium Hackensack University Medical Center-Hackensack, New Jersey- April 10, 2003

*Child Physical Abuse: Bruises, Fractures and Burns* University of Medicine and Dentistry of New Jersey Pediatric Grand Rounds-August 8, 2003 & August 9, 2002

The Making of the Health Care Provider to Serve as an Expert Witness Annual Pediatric Department Symposium Hackensack University Medical Center Hilton Head, South Carolina - May 22 & 24, 1999 and May 20, 2002 Co-presenters: Sharon Cooper, MD and Audrey Murphy, RN, JD

#### Julia A. DeBellis, MD, FAAP – Page 10

Sexual Assault: Evidence Collection & Successful Prosecution Annual Pediatric Emergency/Trauma Symposium Hackensack University Medical Center Hackensack, New Jersey – April 18, 2002- Co-presenters: Lilliana Silebi, JD

*Child Advocacy Center Based Medical Evaluations* Statewide Multidisciplinary Team Annual Conference Middlesex, New Jersey - December 13, 2001

*Child Abuse Identification* Division of Youth and Family Services -Caseworker Training Middlesex, New Jersey - December 7, 2001

Child Physical and Sexual Abuse Emergency Trauma Department Grand Rounds Hackensack University Medical Center- Hackensack, New Jersey- December 5, 2001

*Child Physical and Sexual Abuse* Municipal Police Training Academy - Mahwah, New Jersey- July, 2001

*Child Physical Abuse* Monmouth County-Annual MDT Conference Monmouth County, New Jersey - May 9, 2001

Shaken Baby Syndrome Annual Pediatric Emergency/Trauma Symposium Hackensack University Medical Center - Hackensack, New Jersey – March 27, 2001

Oral Injuries In Child Abuse New York Forensic Society - Long Island, New York- March 3, 2001

Child Sexual Abuse Bergen County Sex Crimes Investigation Bergen County Police Academy - Mahwah, New Jersey - February 16, 2000

*Physical Abuse* Englewood Hospital- Pediatric Grand Rounds Englewood, New Jersey- November 28, 2000

#### Julia A. DeBellis, MD, FAAP – Page 11

*The Medical Evaluation of Sexual Abuse* Middle Atlantic Great Lakes Organized Crime Law Enforcement Network Atlantic City, New Jersey- November 15, 2000

*Child Physical Abuse* Pediatric Grand Rounds - Jersey City Medical Center Jersey City, New Jersey– July 12, 2000

Medical Indicators of Physical Abuse

Statewide Multidisciplinary Team Annual Conference Middlesex, New Jersey - June 28, 2000

Sexual Abuse Pediatric Grand Rounds - St. Joseph's Children's Hospital Patterson, New Jersey – April 25, 2000

# Physical Abuse of Children "Nurses and DYFS Helping Children" Conference Hackensack University Medical Center- Hackensack, New Jersey - April 6, 2000

Evaluation and Management of Child Sexual Assault UMDNJ- University Hospital -Department of Emergency Medicine – Grand Rounds Newark, New Jersey - March 23, 2000

Local Motion: Get On Track To Prevent Child Abuse Child Abuse Prevention Conference-Deidre O'Brien Child Advocacy Center Morris County Child Abuse Prevention Collaboration Medical Evidence- What's Involved in a Diagnosis of Child Abuse? Morristown, New Jersey- November 5, 1999

Management of the Injured Child-Department of Surgery Symposium- UMDNJ The Medical Evaluation of Sexual Abuse University of Medicine and Dentistry of New Jersey Department of Surgery – Newark, New Jersey- August 6, 1999

Annual Pediatric Emergency/Trauma Symposium Hackensack University Medical Center -Hackensack, New Jersey - April 13, 1999

#### Julia A. DeBellis, MD, FAAP- Page 12

The Medical Aspects of Physical Abuse Second Annual Bergen County Multi-Disciplinary Team Conference Hackensack New Jersey - November 20, 1998

Sexual Abuse Evaluation Cook County Public Guardian Office Chicago, Illinois - June, 1997, November, 1997

Medical Evaluation of Sexual Abuse and Physical Abuse Cook County State's Attorney Office Cook County Juvenile Center Chicago, Illinois- March 1996, December 1997, February, 1998

*Physical and Sexual Abuse: An Overview* Catholic Charities for Family Services - Chicago, Illinois- April 10, 1997

*Physical and Sexual Abuse* University of Illinois at Chicago - School of Nursing Chicago, Illinois - April 8, 1997 and April 16, 1996

#### **COURT EXPERIENCE:**

Expert testimony in criminal and family courts in New York, Illinois, and New Jersey on at least 100 occasions and has been qualified as an expert in all of these cases.

Areas of expert qualification: Child Sexual Abuse, Child Physical Abuse, Child Abuse and Neglect, General Pediatrics, and Immersion Burns.

Expert testimony and case review for both the prosecution and defense.

Has seen at approximately 6,500 cases of child abuse and neglect over the 29 years of medical practice.

May 2022

#### BIOGRAPHICAL SKETCH

Provide the following information for the Senior/key personnel and other significant contributors. Follow this format for each person. **DO NOT EXCEED FOUR PAGES.** 

	POSITION TITLE Chairman of Pediatrics, HackensackMeridian
eRA COMMONS USER NAME (credential, e.g., agency login)	School of Medicine Medical Director, NJ Pediatric Council on Research and Education

EDUCATION/TRAINING (Begin with baccalaureate or other initial professional education, such as nursing, include postdoctoral training and residency training if applicable.)

INSTITUTION AND LOCATION	DEGREE (if applicable)	MM/YY	FIELD OF STUDY
Temple University, Philadelphia, PA	BS	05/65	Biology
Temple University Medical School, Philadelphia, PA	MD	05/69	Medicine
University of Chicago, Chicago, IL	MD	06/70	Medical Intern
Dartmouth Medical School, Hanover, NH	MD	06/78	Pediatric Residency
Boston University School of Public Health, Boston, MA	MPH	06/88	Epidemiology

#### A. Personal Statement

I am chairman of pediatrics at the HackensackMeridian School of Medicine, P.I. for the CMMI Integrated Care for Kids project, and also medical director for the New Jersey AAP Pediatric Council on Research and Education (PCORE). I have over fifteen years experience in practice based quality improvement activities, including being P.I. on multiple practice improvement projects for PCORE, and also as medical director for ten years for national American Academy of Pediatrics Quality Improvement and Innovation Network (QuIIN). I also still serve on the Executive Committee for the National Pediatric Improvement Network (NIPN). Using the EPIC (Educating Physicians in the Community) learning collaborative model and now the ECHO model for practice based change, I have led quality improvement initiatives in patient centered medical home, autism, prevention and early recognition of child abuse and child trauma, and early recognition and management of child mental health.

#### **B.** Positions and Honors

#### Positions and Employment

2018 to present	Chairman of Pediatrics, HackensackMeridian School of Medicine, Nutley, NJ
2002 to 2019	Chairman of Pediatrics- Jersey Shore University Medical Center, Neptune, NJ
2003 to present	Medical Director – New Jersey Pediatric Council on Research and Education
(NJPCORE), Hamilto	n, NJ
2016 to present	Co P.I. The Pediatric Psychiatry Collaborative,
2005 to 2019	Medical Director – American Academy of Pediatrics (AAP), Quality Improvement
Innovation Network (	QuIIN), Elk Grove Village, IL
2006 to present	PI – Primary Care Improvements in Mental Health Screening and Care Management:
DCF, Trenton, NJ	
2005-2010	PI - Practicing Safety Project, AAP and Doris Duke Foundation
1998-2003	Professor of Pediatrics, Robert Wood Johnson Medical School, New Brunswick, NJ

1998-2002	Senior Dean for Clinical Affairs, UMDNJ-Robert Wood Johnson Medical School, New
Brunswick, NJ	
1993-1998	Vice Chairman of Pediatrics, Medical Director for Managed Care and Primary Care,
<b>Dartmouth Medica</b>	I School, Hanover, NH
1989-1993	Acting Chairman of Pediatrics, Dartmouth Medical School, Hanover, NH
1982-1989	Associate Professor of Pediatrics, Dartmouth Medical School, Hanover, NH
1978-1982	Assistant Professor of Pediatrics, Director of Residency Program, Dartmouth Medical
School, Hanover,	NH
1975-1978	Pediatric Resident, Dartmouth Medical School, Hanover, NH
1971-1975	Director, Bureau of Maternal and Child Health, Montana State Department of Health,
Helena, MT	
Honors	
2009	Award for outstanding QI work - NICHQ, Boston, MA
1998	Governor's Award for Service to Children, New Hampshire
1982 and 1990	WHO fellow, PAHO
1987	Pediatrician of the Year, New Hampshire
2014	Pediatrician of the Year, New Jersey

#### **B.** Contributions to Science

Arturo B, Kairys S. Vulnerable children in the United States. Pediatric Clinics of North America. Editorial. 2020;67:247-436 Link:

Rinke ML, Singh H, Brady TM, Heo M, Kairys SW, Orringer K, Dadlez NM, Bundy DG. <u>Cluster</u> randomized trial reducing missed elevated blood pressure in pediatric primary care: Project RedDE. Pediatr Qual Saf. 2019; 4(5): e187. PMID31745503

<u>Abatemarco</u> DJ, <u>Gubernick</u> RS, <u>LaNoue</u> MD, <u>Pohlig</u> RT, <u>Slovin</u> SR, <u>Healy</u> JA, <u>Kairys</u> S. Practicing safety: a quality improvement intervention to test tools to enhance pediatric psychosocial care for children 0–3 years. <u>Prim Health Care Res Dev</u>. 2018;19: 365–377 PMID: <u>29248033</u>

Rinke ML, Singh H, Heo M, Adelman JS, O'Donnell HC, Choi SJ, Norton A, Stein REK, Brady TM, Lehmann UC, Kairys SW, Rice-Conboy E, Thiessen K, Bundy DG. <u>Diagnostic errors in primary care</u> pediatrics: Project RedDE. Acad Pediatr. 2018; 18: 220–227. PMID <u>28804050</u>

Arturo B, Kairys S. Addressing challenges facing today's children. Pages xvii-xviii Link: https://www.sciencedirect.com/science/article/pii/S003139552030002X

Arturo B, Kairys S. Changing the pediatric paradigm: Focusing on strengths. Pages 247-258 Link: https://www.sciencedirect.com/science/article/pii/S0031395519301865

Kairys S. Child abuse and neglect: The role of the primary care pediatrician. Pages 325-339 Link: https://www.sciencedirect.com/science/article/pii/S0031395519301750

Care Improvement Model to address the "New Morbidities". The Joint Commission Journal on Quality and Patient Safety. Feb 2008: 34: 106-115.

Kairys S. Learning Collaboratives. PediaLinks, AAP. Fall 2007.

Kairys S. The Early Identification of Child Physical Abuse and Neglect by Health Care Providers. Depaul Journal of Health Care Law. Vol 2; Fall 2007: 23-32.

Kairys S, Ricci L, and Finkel M. Funding of Child Abuse Evaluations: Survey of Child Abuse Evaluation Programs. Child Maltreatment, May 2006.11: 182-9

Kairys S, Gubernick RS, Millicamp A, Adams WG. Using a Registry to Improve Immunization Delivery. Pediatric Annals. July 2006. 35:500-507.

Kairys, S. and the Committee on Child Abuse and Neglect. Forgoing Life-sustaining Medical Treatment in Abused children. Pediatrics, Nov. 2000:106:1151-53.

Kairys, S. and the Committee in child Abuse and Neglect. Oral and Dental Aspects of Child Abuse and Neglect. Pediatrics, Aug. 1999: 104:348-50.

Kairys, S and the Committee on Child Abuse and Neglect. Guidelines for the Evaluation of Sexual Abuse of Children. Pediatrics, Jan 1999: 103:186-91.

The Committee on Child Abuse and Neglect. The Role of the Pediatrician in Recognizing and Intervening on Behalf of Abused Women. Pediatrics, June 1998. 101: 1091-92.

Wasson, J.H.; Kairys, S.W.; Nelson, E.; Kalishman, N. and Baribeau, P. A short survey for assessing health and social problems of adolescents. <u>J Fam Practice</u> 38(5):489-494, 1994.

Wasson, J.; Kairys, S; and Nelson, E.: Adolescent health and social problems. A method for detection and early management. Archives of Family Med. 4(1), 51-6, 1995.

#### **D. Research Support**

CMMI. 15.8 million dollar Integrated Care for Kids project. 2020 to 2026 Department of Children and Families. 5.1million dollar annual award, Pediatric Psychiatry Collaborative Doris Duke Foundation: The Practicing Safety Project: 1.5 million (2003-2008) RWJ New Jersey Health Initiatives: (2006-2008) 300,000 dollars-primary care mental health services NH Department of Health: Monmouth Early Autism Center; (2008-2011); 500,000 dollars a year RWJ Children's Futures: 75,000 dollars a year (2003-current) primary care improvements in Trenton, NJ

EPIC-SCAN: 80,000 dollars from the NJ Task Force for Child Abuse- (2002-current) NJ PCORE

#### Cheryl A. S. McFarland, PhD

Director of Evaluation and Analytics

Central Jersey Family Health Consortium

Email:

#### **EMPLOYMENT**

2016-Present	Director of Evaluation and Analytics, Central Jersey Family Health Consortium.		
2014-2017	Adjunct Faculty, Department of Sociology, Florida State University		
2014-2015	Bureau Chief of Community Health Assessment, Division of Public Health Statistics and Performance Management, Florida Department of Health		
2012-2014	Director of Data and Evaluation, Central Jersey Family HealthConsortium.		
2009-2012	Senior Planning Manager, Travis County Juvenile Probation		
2008-2012	Evaluation Consultant, Badgerdog Literary Publishing & Migrant Farmworkers Association		
2006-2008	Data Analyst II/Grant Support, Ethel Donaghue Center for Translating Research into Practice and Policy, University of Connecticut School of Medicine		
<b>EDUCATION</b>			

Ph.D. 2012.	Sociology, University of Connecticut
M.A. 2004.	Sociology, University of Akron
B.A. 2002.	Sociology and Psychology, University of Michigan, Ann Arbor

#### **EVALUATION CONTRACTS**

#### Federal

Substance Abuse and Mental Health Services Administration. Lead Evaluator with Aakash Shah [PI]. Award: \$2,500,000, Subcontracted Award: \$235,000. "Expanding Medication Assisted Treatment in Monmouth and Middlesex Counties." (October 1, 2021-September 30, 2026).

Centers for Medicare and Medicaid Innovation. Lead Analyst with Steve Kairys [PI]. "New Jersey Integrated Care for Kids of Monmouth and Ocean Counties." Award: \$15,800,000, Subcontracted Amount: \$900,000. (January 1, 2020-December 31, 2026).

Office of Minority Health. Lead Evaluator with L. Moorthy [PI]. "Pediatric Alliance for Lupus." Award: \$325,000, Subcontracted Award: \$50,000 (July 1, 2017-June 30, 2018).

U.S. Department of Health and Human Services, Centers for Medicare & Medicaid Services (CMS)-CMS-1D1-12-001. Lead Evaluator with Celeste Wood [PI]. "Strong Start for Mothers and Newborns." Award: \$1,700,000 (May 2013-April 2017).

National Institute of Diabetes and Digestive and Kidney Diseases R18-DK081326-01. Program Manager and Assistant Grant Writer with Monique Davis-Smith [PI]. "Church-Based Diabetes Prevention and Translation Study-2"Award \$3,105,000 (July 2008-June 2013).

#### State

Department of Children and Families. Lead Evaluator with Trenton Health Team [Program Coordinator]. "Family Connects: Universal Nurse Home Visitation." Award: Not disclosed, Subcontracted Award: \$117,000. (April 1, 2021-March 31, 2024). Department of Children and Families. Lead Evaluator with Ramon Solhkhah and Steve Kairys [PIs]. "New Jersey Pediatric Psychiatry Collaborative." Award: \$4,999,999, Subcontracted Award: \$704,519. (September 1, 2020-June 30, 2022-Renewable Annually).

Department of Health. Lead Evaluator with Laura Taylor [PI]. "Healthy Women Healthy Families." Award: \$700,000, Award to CJFHC therefore no subcontract. (July 1, 2018-June 30, 2023).

New Jersey Department of Children and Families. Subcontracted Evaluator through Hackensack Meridian Health with Steve Kairys [PI]. "Maintenance of Certification-Universal Mental Health Screening." Award: Not disclosed, Subcontracted Amount: \$733,000. (July 1, 2015-June 30, 2020).

New Jersey Department of Children and Families. Subcontracted Evaluator through New Jersey Chapter, American Academy of Pediatrics. Lead Evaluator with Steve Kairys [PI]. "Child Abuse and Neglect/Healthy Spaces." Award: \$1,400,000, Subcontracted Award: 102,000. (January 1, 2013-December 31, 2020).

New Jersey Department of Health, Family Health Services Black Infant Mortality Review. Co- Investigator with Velva Dawson [PI]. "Black Infant Mortality Reduction Focus Groups: Improving Access to Care for Black Women in Central New Jersey." Award: \$50,000 (July 2012-June 2013).

#### Philanthropic Foundations

Merck for Mothers. Lead Evaluator with Trenton Health Team [Program Coordinator]. "Safer Birth Cities: Trenton." Award: Not disclosed, Subcontracted Award: \$117,000. (January 1, 2021-December 31, 2024).

Burke Foundation. Lead Evaluator with Shilpa Pai and Usha [PIs] "New Jersey Pediatric Residency Advocacy Collaborative-Implementing Keystones for Development." Award: \$600,000, Subcontracted Award: \$70,000. (January 1, 2019-December 31, 2022).

New Jersey Chapter, American Academy of Pediatrics. Lead Evaluator. "Improving Oral Health." Award: Varies-multiple funding sources, Subcontracted Award: \$60,000. (January 1, 2016-June 30, 2022)

Delta Dental Foundation. Lead Evaluator with Russ Bergman [PI]. "Maternal Dental Home Study" Award: \$37,000 (May 2013-April 2014)

#### PROFESSIONAL REPORTS

Kate DiPaola, Carly Worman Ryan, **Cheryl A. S. McFarland**, Patricia Suplee, Melissa Garcia, Jocelyn Claudio, and Robyn D'Oria. 2021. The Status of Maternal and Child Health in Central New Jersey: 2016-2020. <u>https://cjfhc.org/wp-content/uploads/2021/10/Health-Status-Report-2016-2020\_Final-1.pdf</u>

**Cheryl A. S. McFarland**, Kate DiPaola, and Carly Worman Ryan. 2020. 2019 Postpartum Depression Facts. <u>https://cjfhc.org/wp-content/uploads/2020/12/2019-Postpartum-depression-facts-4.pdf</u>

Cheryl A. S. McFarland and Carly Worman Ryan. 2020. Fetal Infant Mortality Review Program: 2019 Annual Report. <u>https://cjfhc.org/wp-content/uploads/2020/12/The-Fetal-and-Infant-Mortality-Review-Program.pdf</u>

Cheryl A. S. McFarland and Carly Worman Ryan. 2020. CJFHC Annual Report: 2019. https://cjfhc.org/wp-content/uploads/2020/12/2019-Annual-Report.pdf

**Cheryl A. S. McFarland** and Carly Worman Ryan. 2019. Racial Disparities in Maternal Child Health in Central New Jersey. <u>https://cjfhc.org/wp-content/uploads/2020/12/racial-disparities.pdf</u>

Cheryl A. S. McFarland. 2019. A Call to Action: Maternal Mortality in the Garden State. https://cjfhc.org/wp-content/uploads/2020/12/Maternal-Mortality-Infographic.pdf

Cheryl A. S. McFarland. 2019. A Call to Action: New Jersey Infant Mortality. https://cjfhc.org/wp-

#### content/uploads/2020/12/Infant-Mortality-Infographic.pdf

**Cheryl A. S. McFarland**, Ruth Brogden, Robyn D'Oria and Velva Dawson. 2016. "Improving Pregnancy Outcomes through Smoking Cessation."

http://www.cshp.rutgers.edu/Downloads/CJFHC Pregnancy Outcomes Smoking Cessation.pdf

**Cheryl A. S. McFarland**, G. Melissa Garcia, Robyn D'Oria, Ann Mruk and Margaret Gray. 2016. Trends in Statewide Maternal Mortality, New Jersey 2009-2013.

https://nj.gov/health/fhs/maternalchild/documents/nj maternal mortality trends 2009 2013.pdf

#### **PUBLICATIONS**

Maayan Simckes, Dale Willits, Michael McFarland, **Cheryl A. S. McFarland**, Ali Rowhani-Rahbar, and Anjum Hajat (2021). The Adverse Effects of Policing on Population Health: A Conceptual Model. *Social Science and Medicine*. 281:114163.

Michael McFarland, Cheryl A. S. McFarland, and Terrence Hill (2021). Postpartum Depressive Symptoms during the Beginning of the COVID-19 Pandemic: An Examination of Population Birth Data from Central New Jersey. *Maternal and Child Health Journal*. 25: 353-359.

Aldina M. Hovde, **Cheryl A.S McFarland**\*, G. Melissa Garcia, Fran Gallagher, Harry Gewanter, Marisa Klein-Gitelman, and L. Nandini Moorthy. 2021. Multi-pronged approach to enhance education of children and adolescents with lupus, caregivers, and healthcare providers in New Jersey: Needs assessment, evaluation, and development of educational materials. *Lupus* 30, no. 1: 86-95. (Co-first authors, listed alphabetically)

Michael McFarland, Amanda Geller, and Cheryl A. S. McFarland (2019). Police Contact and Health among Urban Adolescents: The Role of Perceived Injustice. *Social Science and Medicine*. 238: 112487.

Michael McFarland, John Taylor, **Cheryl A. S. McFarland**, and Katherine Friedman. 2018. Perceived Unfair Treatment by Police, Race, and Telomere Length: A Nashville Community-based Sample of Black and White Men. *Journal of Health and Social Behavior*, 4:585-600.

Michael McFarland, John Taylor, and Cheryl A. S. McFarland. 2018. Weighed Down by Discriminatory Policing: Perceived Unfair Treatment and Black-White Disparities in Waist Circumference. *Social Science and Medicine: Population Health*, 5:210-217.

Shin Kim, Marie Bailey, Jaylan Richardson, **Cheryl A. S. McFarland**, Sabrina Luke, Andrea Sharma, and William Sappenfield. 2018. Gestational weight loss: Comparison between the birth certificate and the medical record, Florida, 2012. *Maternal and Child Health Journal*, 23(2):148-154.

**Cheryl A. Smith** and Michael McFarland. 2015. "Race and Ethnicity, Forgiveness, and Health." In *Forgiveness and Health: Scientific Evidence and Theories Relating Forgiveness to Better Health*, edited by Loren Toussaint, Everett Worthington, and David R. Williams. Springer Publishing.

Cheryl A. Smith and Michael McFarland. 2014. "Segregation and Infant Well-Being." In the *Encyclopedia* of *Quality of Life Research*, edited by Alex C. Michalos. Springer Publishing.

Michael J. McFarland, **Cheryl A. Smith**, Loren Toussaint, and Patricia Thomas. 2012. "The Relationship between Forgiveness of Others and Health: Do Race and Neighborhood Matter?" *Journal of Gerontology: Social Science*, 67:66-75.

Michael J. McFarland and **Cheryl A. Smith**. 2011. "Segregation and Racial Differences in Infant Well Being: A Study of U.S. Metropolitan Areas." *Population Research and Policy Review*, 30:467-493.

#### STACIE SCHRIEFFER LEBLANC, JD, MEd

New Orleans, LA www.theUPinstitute.com

#### **EDUCATION**

1990	JURIS DOCTORATE
	Loyola University, New Orleans, LA
1989	MASTER OF EDUCATION IN EARLY CHILDHOOD DEVELOPMENT
	University of New Orleans, New Orleans, LA
1986	BACHELOR OF GENERAL STUDIES
	Louisiana State University, Baton Rouge, LA

#### **PROFESSIONAL EXPERIENCE**

#### 2019-Present THE UP INSTITUTE

#### Chief Executive Officer (CEO) and Co-Founder

Provide Upstream Solutions and strategies for reducing adverse childhood experiences Deliver innovative skills-based trainings and presentations Customize instruction based on having trained more than 30,000 adults and teens Provide legal consultation, training, and policy oversight for youth serving organizations Coordinate grant writing, volunteer engagement, and in-kind match development Commissioned to author books for telling survivor experiences and showcasing services Supervise and mentor Tulane Public Service Interns Contractual consultant for Trauma Informed Prosecutions (TIPS grant) Customize *Teens, Sex and the Law* curriculum and facilitator training for states Contractual consultant to customize and evaluate Painless Parenting for Georgia PCA Consultant for National Center on the Sexual Behavior of Youth Military contract Co-writing the Team Assessment Guide (TAG) on Problematic Sexual Behavior

#### 2000-2019 CHILDREN'S HOSPTIAL NEW ORLEANS

#### Audrey Hepburn Children At-Risk Evaluation (CARE) Center (2002-2019) Department Head

Developed the APSAC Systemic Racism in Child Welfare Certificate Program

Founded center and expanded capacity to evaluate over 1800 children annually Directed clinical operations related to pediatric forensic medicine and formed fellowship Managed team of child abuse pediatricians, nurse practitioners, and family advocates Increased quality to provider based standards and received a JACHO commendation Maintained clinical environment of care (EOC) above 90%

Designed, produced and implemented a Pediatric Physical Evidence Recovery (PERK) Kit Developed curriculum and trained pediatricians to comply with NCA standards Published *Check Out the Check Up* to reduce anxiety in anticipation of examination Founded the Trees for Life memorial event which has been duplicated in communities Distributed 483 trees in memory of LA children who died from child abuse over 13 years

#### New Orleans Children's Advocacy Center (2005-2019) Executive Director

Assembled and rebuilt the operation of the center post-Katrina Expanded services and budget with grant funding and in-kind match only Managed a fifty-plus annual internship program that received community awards Assured National Children's Alliance compliance with and achieved accreditation Evaluated and obtained Institutional Review Board approval for many research projects Sponsored many fund and friend raising activities including *Hats on to End Child Abuse* 

#### Director of Legal and Education Advocacy (2000-2019)

Developed community trainings which reached 8000 individuals annually Provided highly rated police in-services, recruit training, and hospital core orientation Developed an AAP fellowship program that trained nine child abuse pediatricians Obtained Audrey Hepburn Foundation support for naming and funding of fellowship Compiled and disseminated research and case law related to child maltreatment Founded the *Dear Parents Campaign* to engage professionals in translation of research Provided technical legal research, deciphering complex evidence for investigators Provided expert witness preparation for Daubert Hearings, motions, and trials Instituted the Hospital's Multidisciplinary Forensic Team Organized and facilitated child abuse awareness activities and conferences Drafted and passed for legislation for the protection of children and mandated reporters

#### 1990-2000 JEFFERSON PARISH DISTRICT ATTORNEY'S OFFICE

#### Supervisor of Felony Child Abuse Program (1995-2000)

Responsible for the screening, disposition, supervision, and reductions of felony cases Assessed sufficiency of evidence in evaluation of all cases involving child victims Facilitated the multi-disciplinary team review of the Jefferson Children's Advocacy Center Presented all capital and select other cases before Grand Jury Developed tracking system to assure prompt dispositions, appropriate reductions, and necessary conditions of sentencing to protect victims Prepared children, witnesses and experts for courtroom testimony Represented District Attorney's Office at all local and state task forces Initiated child Death Reviews in conjunction with the Coroner Initiated evidenced informed school trainings post DARE and Keeping Kids Safe

#### Founder of Family Justice Program (1995-1997)

Researched best practices, created programming, and launched pilot program Recruited, supervised, and managed personnel Responsible for screening and disposition of felony and misdemeanor domestic violence Sought and secured \$372,000 of VOCA and VAWA funds for training and support Developed assessment materials and protocols for Victim Assistance Coordinators Created Family Violence and VINE brochure for community and partner education Initiated annual candlelit vigils, community responses, and Death Reviews



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#### **Child Abuse Division Assistant District Attorney** (1990-1995)

Launched vertical prosecution of child protections and Felony child abuse cases Organized and participated in a research prevention program for elementary school children Developed and evaluated curriculum for understanding child abuse and inspiring reporting Implemented the District Attorney Informal Adjustment Agreement (DAIAA) Program Served on the Louisiana District Attorney's Association Child Abuse and IPV committee Developed child abuse trial manual for sex abuse and abusive head trauma

#### 1997-1998 TERREBONNE PARISH DISTRICT ATTORNEY'S OFFICE

Assistant District Attorney- implemented and founded the Felony Child Abuse Program Responsible for screening, team review and disposition of felony child abuse cases Served on the Founding Board of Directors for the Terrebonne Children's Advocacy Center

#### **ACADEMIC EXPERIENCE**

#### TULANE UNIVERSITY

CHILD ABUSE STUDIES TRAINING (CAST) ADJUNCT PROFESSOR School of Public Health and Tropical Medicine, New Orleans, LA Launched and established 360 Child Abuse Studies Training (CAST) Courses Supervised and coordinated projects for 103 Tulane Interns since 2013 Served as mentor advisor for Tulane Doris Duke Fellow, Julia Fleckman PhD

#### Instruction

2021 Spring	360 Adverse Childhood Experiences ACEs (CAST Course)
2020 Spring	360 Adverse Childhood Experiences ACEs (CAST Course)
2020 Spring	Service Learning for CAST Course Student
2019 Spring	360 Adverse Childhood Experiences ACEs (CAST Course)
2019 Spring	Field Experience: CAST Course
2018 Spring	360 Adverse Childhood Experiences ACEs (CAST Course)
2017 Spring	360 Adverse Childhood Experiences ACEs (CAST Course)

#### Events

05/21/20	YAPSAC Lunch and Learn: Supporting Young Professionals and Showcasing the
	20x20 Presentations of Tulane University CAST Students
	Young American Professionals Society on the Abuse of Children, Virtual
04/01/20	Pass the Virtual Prevention: Child Abuse Prevention Month Launch
	Coordinated a National Child Abuse Awareness Virtual Event
	Tulane University 360 ACEs CAST Course
02/11/20	Hosted ACE's Class Sponsored Event at Phillis Wheatley Community School
	Tulane University 360 ACEs CAST Course



#### **Guest Lectures**

2020 Spring	Prevent NOW: Child Abuse Overview
	Tulane School of Public Health
11/06/19	Child Sexual Abuse Overview for Public Health Approaches to Sexual Violence
	Tulane School of Public Health
11/01/19	Mandated Reporting Consultation and Training Customized for TIPPS
	Tulane School of Public Health
10/08/19	No Hit Zone and Painless Parenting Overview
	Tulane School of Social Work Graduate Class
10/01/19	Mandated Reporting: Recognizing, Responding and Reporting Child Abuse
	Tulane University School of Public Health TIPPs Program
05/10/19	Mandated Reporting: Recognizing, Responding and Reporting Child Abuse
	Tulane University School of Public Health TIPPs Program
03/12/19	Overview of Child Sexual Abuse
	Tulane School of Public Health
02/22/19	Tulane Grand Rounds
	Tulane University Child & Adolescent Psychiatry Division Child
10/30/18	ACEs and Resiliency
	Tulane University Celebrate Mental Health
02/28/18	Child Sexual Abuse
	Tulane University Sexual Violence Class
02/27/18	Tulane Violence as a Public Health Problem
	Tulane University
12/01/17	Beyond Mandatory Reporting: Recognizing, Responding, Referring and Reporting
	Tulane University TIPPS
07/06/17	Mandatory Reporting & Painless Parenting
	Tulane Adolescent Drop In Clinic
04/11/17	Child Maltreatment 101
	Tulane Public Health Violence Class
03/17/17	Mandatory Reporting Training
	Tulane University TIPPS
03/08/17	No Hit Zone & Dear Parents
	Tulane University
02/22/ 17	Teens, Sex, and the Law
	Tulane University
08/22/16	Child Abuse Overview
	Tulane Ignite Students
07/15/16	Mandatory Reporting
	Tulane University TIPPS
06/13/16	Painless Parenting
	Tulane/Ochsner Pediatric Residency Program
04/14/16	Child Abuse Prevention
<b>a a b a b a b a b b a b b b b b b b b b b</b>	Tulane University School of Social Work
03/29/16	Public Health, Overview of Violence Related to Child Abuse

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	Tulane University			
03/18/16	Teens, Sex and the Law			
	Tulane Lakeside Hospital			
03/15/16	Public Health Approaches to Sexual Violence			
	Tulane University			
03/04/16	Mandatory Reporting Training			
	Tulane University TIPPS			
09/14/15	Mandatory Reporting Training			
	Tulane University Department of Psychology			
07/15/15	Prevent Now			
	Tulane University School of Social Work, Professor Parker Sternburg			
06/24/15	Changing the Norm on Physical Discipline			
, , -	WIC Staff for Tulane Public Health Research Project			
06/12/15	Mandatory Reporting Training			
	Tulane University Public Health Research with Dr. Cathy Taylor			
03/10/15	Child Maltreatment from a Public Health Violence Prevention Prospective			
	Tulane Violence Public Health Class for Dr. Cathy Taylor			
02/24/15	Teens, Sex and the Law			
	Tulane University, School of Public Health Violence Class			
12/05/14	Mandatory Reporting Training			
	Tulane University School of Social Work			
08/25/14	Mandatory Reporting Training			
	Tulane University Public Health Research Project with Dr. Cathy Taylor			
02/18/14	Overview of Child Maltreatment			
	Tulane University School of Public Health for Dr. Cathy Taylor's Class			
11/12/13	Darkness to Light			
	Tulane University Residents Dinner			
10/25/13	Mandatory Reporting: Insight on Louisiana Laws Impacting Minors and Adults			
	Tulane School of Social Work			
04/16/13	Mandatory Reporting Training			
	Tulane University			
10/16/12	Mandatory Reporting Training			
	Tulane University			
10/01/12	Mandatory Reporting Training			
	Tulane University Department of Psychology			
09/16/12	Overview of NOCAC & Darkness to Light			
	Tulane University			
03/27/12	Child Maltreatment			
	Tulane University			
12/01/11	Mandatory Reporting Laws and Expectations			
	Tulane University Department of Pediatrics & Adolescent Medicine			
11/10/11	CARE Session: Focus Group Tulane Research Review			
	Children's Hospital			
09/23/10	Dealing with Abuse and Mandatory Reporting in the Psychiatry Practice			

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#### Tulane University

08/14/01 Mandatory Reporting, Medical Records, and Testifying Tulane University Medical Residents Noon Conference

#### LOUISIANA STATE UNIVERSITY (LSU)

**CLINICAL ASSISTANT PROFESSOR OF PEDIATRICS School of Medicine, Department of Pediatrics, New Orleans, LA** Assisted in forming a Child Abuse Pediatric Fellowship and recruiting six fellows Provided Individualized training for all rotating LSU and Tulane Pediatric residents Implemented skills based experimental learning on communicating harms of spanking.

#### **AWARDS & HONORS**

2016	CHAMPION OF CHILDREN Institute for Women and Ethnic Studies
2015	LIFETIME ACHIEVEMENT AWARD Victims and Citizens Against Crime
2015	<b>OUTSTANDING SERVICE AND COMMITMENT GEAUX BLUE FOR KIDS AWARD</b> Children's Advocacy Centers of Louisiana
2013	<b>DISTINGUISHED GRADUATE AWARD</b> Office of Catholic Schools, Superintendent Jan Lancaster and Archbishop Aymond
2012	<b>NEW ORLEANS DIRECTOR'S COMMUNITY LEADERSHIP AWARD</b> FBI, Presented by SAC Michael Anderson
2012	<b>NEW ORLEANS DIRECTOR'S COMMUNITY LEADERSHIP AWARD, WASHINGTON D.C.</b> FBI, Presented by FBI Director Robert S. Mueller, III
2010	HEALTH CARE HEROES PROFESSIONALS AWARD City Business Magazine
2008	CHAMPION FOR CHILDREN FOR POLICY Prevent Child Abuse Louisiana
1998	<b>OUTSTANDING PROSECUTOR AWARD</b> Victims and Citizens Against Crime, Inc.
1997	LEADERSHIP RECOGNITION AWARD Metropolitan Battered Woman's Program

#### **GRANT FUNDING SECURED AND MANAGED**

2005-2019	Victims of Crime A	Act (VOCA)	\$1,739,458.00	
	9/01/06-8/31/07	Child Advocacy Center	\$53,000.00	
	9/01/07-8/31/08	Child Advocacy Center	\$53,000.00	
	9/01/08-8/31/09	Child Advocacy Center	\$53,000.00	
	9/01/09-8/31/10	Child Advocacy Center	\$50,000.00	
	9/01/10-8/31/11	Child Advocacy Center	\$50,000.00	
	9/01/11-8/31/12	Child Advocacy Center	\$56,000.00	
	9/01/12-8/31/13	Child Advocacy Center	\$61,000.00	
	9/01/13-12/31/14	Child Advocacy Center	\$81,332.00	
	1/01/15-12/31/15	Child Advocacy Center	\$72,487.00	
	1/01/16- 6/30/17	Child Abuse and Trafficking Pilot	\$277,106.00	
	7/01/17- 6/30/18	Child Abuse and Trafficking Program	\$445,364.00	
	7/01/18- 6/30/19	Child Abuse and Trafficking Secured	\$487,169.00	
2014-2019	National Children	's Alliance Grant Support	\$40,000.00	
2016-2018	Children's Trust Fund		\$15,000.00	
2011	Jock Scott Community Partnership Louisiana Bar Foundations		\$6,000.00	
1998-1999	Crime Victim Assis	stance Funds		
	• 1999 MAPS II		\$77 <i>,</i> 500.00	
	• 1998 MAPS (N	ledical And Prosecution Services)	\$170,600.00	
	Provides restraining order representation, transportation, cameras,			
	and emergenc	y cell phones for domestic violence and sexual assault v	ictims.	
1996-1999	Violence Against V	Women Act		
	• 1999 Violence	Against Women Act - VINE II	\$52,986.00	
	• 1998 Violence	\$51,103.00		
	VINE (Victim Information Notification Everyday) Implemented the first Louisiana 24 hour system which notifies victims of an offender's release			
	from jail and court hearing.			
		Against Women Act Funds - Training Grant	\$20,071.00	
	-	lized training for prosecutors in domestic violence cases	\$170,600.00	
	1997 The Medical and Prosecution Safety Project			
		family violence by providing necessary treatment,		
	=	, child support services, notarial services, temporary		
		ers, and prosecutorial services.	672 650 00	
	<ul> <li>1997 Prosecuti</li> </ul>		\$23,658.00	

To provide specialized family and domestic violence trainings to Jefferson Parish personnel

• 1996 District Attorney's Family Violence Program- Jefferson Parish \$25,801.00

#### **GRANT SUBMITTED NOT FUNDED**

#### 2016

#### NIH / National Institute of Child Health and Human Development \$7,122,938.00

- 1P50HD089915-01: Taylor, C., Drury, S, Theal, K., and LeBlanc, S
- Early Prevention and Intervention of Child Physical Maltreatment (EPIC): Transformational Integration of Neuroscience, Education, and Policy
- The *objectives* of EPIC are: (1) To conduct transformative neurobiologically-informed research focused on the prevention of early child physical maltreatment (CPM) using innovative brief parenting interventions, and (2) To translate the behavioral and neurobiological evidence base for CPM prevention interventions into widespread outreach and dissemination efforts targeting all Spectrum of Prevention levels: influencing policy, changing organizational practices, fostering coalitions, educating providers, promoting community education, and improving the skills and knowledge of parents.
- Impact Score = 29. Scored 2<sup>nd</sup>; only one P50 was funded.
- Role: Dissemination Lead

#### PUBLICATIONS

- Baker, A., LeBlanc, S. S., & Schneiderman, M. (2021). Do Parenting Resources Sufficiently Oppose Physical Punishment?: A Review of Books, Programs, and Websites. *Child Welfare*, Vol. 99, Issue 2, pp. 77-98.
- Baker A., LeBlanc S. S., Adebayo T., & Mathews B. (2021). Training for mandated reporters of child abuse and neglect: Content analysis of state-sponsored curricula. Child Abuse Negl. 2021
   Mar;113:104932. doi: 10.1016/j.chiabu.2021.104932. Epub 2021 Jan 20. PMID: 33484982.
- Lombardo, L. X., Leblanc, S. S., & Vaughan-Eden, V. (2021). No hit zones in context: Changing norms through planned change. In Palusci, V. J., Vandervort, F. E., Greydanus, D. E., & Merrick, J. (Eds.). Preventing child abuse: Critical roles and multiple perspectives. Nova Science
- Vaughan-Eden, V., LeBlanc, S. S., & Dzumaga, Y. (2020). Succeeding with nonoffending caregivers of sexually abused children. In R. Geffner, J. White, L. K. Hamberger, A. Rosenbaum, V. Vaughan-Eden, & V. Vieth (Eds.). Handbook of interpersonal violence and abuse across the lifespan: A project of the National Partnership to End Interpersonal Violence Across the Lifespan (NPEIV). Springer Nature. DOI https://doi.org/10.1007/978-3-319-62122-7

- **LeBlanc, S. S.,** Mitchel, T., & Faulkner, S. (2020). *Check Out the Children's Advocacy Center*. Hope House Children's Advocacy Center, Covington, LA: Subgrant #5253 Louisiana Commission on Law Enforcement, Office for Victims of Crime, Office of Justice Program.
- **LeBlanc, S. S.,** Mitchel, T., & Faulkner, S. (2020). *Check Out Trauma-Focused Cognitive Behavioral Therapy.* Hope House Children's Advocacy Center, Covington, LA: Subgrant #5253 Louisiana Commission on Law Enforcement, Office for Victims of Crime, Office of Justice Program.
- Vieth, V. I., Peter, R. J., Counsil, T., Farrell, R., Johnson, R., Leblanc, S., Feigh, A., Straub, J. & Singer, (April 23, 2020). Responding to child abuse during a pandemic: 25 tips for MDTs. St. Paul, MN: Zero Abuse Project. https://www.zeroabuseproject.org/responding-to-childabuse-during-a-pandemic-25-tips- for-mdts/
- **LeBlanc, S. S.,** Alexander, R., Mastrangelo, M., & Gilbert, H. (2019). No hit zones: A simple solution to address the most prevalent risk factor in child abuse. *APSAC Advisor*, 31 (1), 37-51.
- Vaughan-Eden, V., Holden, G. W., & LeBlanc, S. S. (2018). Commentary: Changing the social norm about corporal punishment. *Child and Adolescent Social Work Journal*, 32 (1). DOI 10.1007/s10560-018-0592-y
- LeBlanc, S., Patton, S., & Wetsman, E. (2019). Checkout painless parenting. https://www.printshopcentral.com/bookstore/book/painless-parenting-perfct-bound-version-
- **LeBlanc, S**., Molaison, J., & Brandt, R. (2018). Checkout the courthouse. Retrieved from <u>http://nocac.net/resources/check-out-the-courthouse/</u>.
- LeBlanc, S., Atzemis, A., Mehta, N. & Head, Y. (2010). Checkout the checkup. Retrieved from http://nocac.net/resources/check-out-the-check-up/

#### PUBLICATIONS IN PREPARATION

Ruiz, R.\*, Fleckman, J.M., Leblanc, S., Taylor, C. Evaluation of a No Hit Zone: An innovative solution to reducing risk for child physical abuse.

#### **BOARDS, COMMITTEES, and APPOINTED POSITIONS**

#### <u>NATIONAL</u>

- 2019-Present Stop Spanking National Board of Directors
- 2018-PresentNational Review Board for the Protection of Children and Young PeopleAppointed to advise the United States Conference of Catholic Bishops

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2017-Present	National Initiative to End Corporal Punishment (NIECP) Served as founding steering committee for the 1 <sup>st</sup> National Summit Member of the Executive Committee Chair of the National No Hit Zone Committee Serve on the Training, Faith Based, Policy and Communications Committee
2016-Present	American Professional Society on the Abuse of Children (APSAC) President (2020 – present) Served on board as Vice President, Secretary Chair of Training Committee Chair the Development Committee Serve on Finance, Nominations, Awards, Membership, Prevention and Development Committee Chaired Awards Committee Developed and secured funding for dissemination of the No Hit Zone Materials Established the Ryan Morey Memorial Fund
2013-2016	Darkness to Light: Prevent Child Sexual Abuse Served on Board of Directors Developed materials for recognizing and reporting physical Abuse
<u>STATE</u>	
2017	Louisiana Human Trafficking Prevention Commission Advisory Board Appointed by Governor John Bel Edwards, Chair of Trafficking of Minors
2016	Louisiana Alliance of Children's Advocacy Centers Founding President Served as acting Director through National Children's Alliance Accreditation
2010	Advisory Board for Abused Kids with Disabilities
2010	Louisiana Partnership for Children and Families Advisory Board
2007	Louisiana Partnership for Children and Families: Bright Start Board of Directors
2004	Task Force on Child Sexual Abuse Chair of the Legislative Committee
2003	You Who: If not you, who? Committee
2000	Louisiana Commission on Multidisciplinary Teams
1996	Louisiana Supreme Court CARE Court Improvement Project Nominated by President Louisiana Bar Association, Judge Jay Zainey

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## REGIONAL

2014-Present	New Orleans Family Justice Center Board of Trustees
2012-Present	Strive Center for Adults with disABILITIES Board of Directors Formed skills-based training for forensic interviewers
2000-2012	Jefferson Child's Advocacy Center Board of Directors
2003-2005	Timberlane Garden Club, President
1999-2003	Metropolitan Center for Battered Woman Board of Directors

## LEGISLATION

Drafted and testified in support of legislation specifically designed to protect children

- ACT 76 Furthers civil immunity for mandatory reporters with a no cause of action clause, 2004
- ACT 78 Permits dual reporting to both child protection and law enforcement and mandates prompt communication of reports between agencies, 2004
- ACT 75 Creates a standardized report for the use of mandatory reports and records the number of past reports, 2004
- ACT 457 Stops the practice of destroying invalid reports, 2004
- ACT 241 Provides for the videotaped testimony of disabled victims and increases the age of child victims to 15, 2004
- Amended the evidence code articles to allow for the admission of prior bad acts of the defendant in cases of child abuse and rape, 2002
- R.S.14:93.3.2.1 Enacted second degree cruelty statute specifically drafted to increase penalties in "shaken baby" cases, 1999
- R.S.14:31 Amended second degree murder to include the crime of cruelty to a juvenile as an enumerated felony, 1997

### **RESEARCH PAPERS – INTERNATIONAL**

Taylor, C.A., Poole, M.K., & **LeBlanc, S.** (2013, September). *A systematic review of population-level interventions with a mass media component for the prevention of child physical abuse.* 

International Society for Prevention of Child Abuse and Neglect. Dublin, Ireland.

**LeBlanc, S.** & Taylor C.A. (2013, September) *Population-level approach to primary prevention of child physical abuse.* International Society for Prevention of Child Abuse and Neglect. Dublin, Ireland.

### **RESEARCH PAPERS – NATIONAL**

- Fleckman, J.M., Ruiz, R., **LeBlanc, S.,** Gilbert, H., & Taylor, C.A. (September 2020). *No Hit Zones: An innovative approach to child physical abuse prevention.* American Professional Society on the Abuse of Children, New Orleans, LA.
- Fleckman, J.M. & LeBlanc, S. (September 2019). *No Hit Zones: An innovative approach to child physical abuse prevention.* Prevent Child Abuse America, Milwaukee, WI.
- **LeBlanc, S.** & Taylor, C.A. (2019, April). Tulane-Ochsner Pediatric Residency Program, Tulane University. Child Physical Abuse Prevention: Norms Regarding Corporal Punishment and the Role of Pediatricians.
- Everson, M.D., **LeBlanc, S.,** & Homan, K. (2018, June). *Reducing disclosure failures in NICHD-based forensic interview protocols*. APSAC Colloquium, New Orleans, LA.
- Burch, B., Weems, C., Marques, L., LeBlanc, S., Jackson, J., & Overstreet, S. (2015, November). Dissociation and affect regulation: Do PTS symptoms matter? Poster presented at the annual meeting of the International Society for Traumatic Stress Studies. New Orleans, LA.
- Everson, M.D. & **LeBlanc, S.** (2014, June). *RADAR forensic interview: Impact on question type among experienced interviewers.* APSAC Colloquium, New Orleans, LA.
- Burch, B., Marques, L., Overstreet, S., & LeBlanc, S. (2014, April). Reactions to forensic disclosure: The relationship between state anxiety, dissociation, and PTSD. Poster presented at the Office of Child Abuse and Neglect's biennial National Conference on Child Abuse and Neglect. New Orleans, LA.
- **LeBlanc, S.**, Taylor, C.A., Lee, S., & Sendek, D. (2014, June). *Calling all brave advocates: Changing social norms regarding corporal punishment.* American Professional Society on the Abuse of Children. New Orleans, LA.
- **LeBlanc, S.** & Taylor C.A. (2014, March 21). Tulane-Ochsner Pediatric Residency Program, Tulane University. Child Physical Abuse Prevention: Norms Regarding Corporal Punishment and the Role of Pediatricians.
- **LeBlanc, S.** & Taylor, C.A. (2013). Tulane-Ochsner Pediatric Residency Program, Tulane University. Child Physical Abuse Prevention: Norms Regarding Corporal Punishment and the Role of Pediatricians.

### **PROFESSIONAL AFFILIATIONS**

Academy on Violence and Abuse (AVA) American Professional Society on the Abuse of Children (APSAC) Louisiana Bar Association Louisiana Partnership for Children and Families National Partnership to End Interpersonal Violence Across the Lifespan (NPEIV) National Initiative to End Corporal Punishment (NIECP) U. S. Alliance to End the Hitting of Children, Karen A. Polonko Founding Ambassador

### **MEDIA**

05/07/20	One in Ten Podcast	National Children's Alliance Podcast: Let's Talk About Spanking
11/05/18	Fox 8	Child Advocate pushes for "No Hit Zones" after AAP advises against spanking
11/05/18	WWLTV	Pediatricians Advise Parents Not to Spank
04/20/17	WWLTV	Reducing the Risk of SIDS with Dr. Gerry Cvitanovich
04/09/15	WDSU	Archbishop Pinwheel Planning
04/27/15	WDSU	Pinwheel Planting Event at Notre Dame Seminary
04/10/15	Children's Hospital, Public Affairs	Teens, Sex and the Law Video Production
02/06/15	WDSU	National Football League Reinstates Adrien Peterson
09/28/14	New Orleans Advocate	Time to Shine a Spotlight on all Types of Violence
09/22/14	Baton Rouge Advocate	Peterson stands by motives of "whipping"
09/22/14	Angel Hill Radio Show	Adrian Peterson Indictment and NFL Suspension
09/18/14	The Houma Advocate	No, Jesus Wouldn't Beat a Kid

09/18/14	Times Picayune	When does Punishment Become Abuse?
09/18/14	Fox 8 Live Nancy Parker	To Spank or Not to Spank? Expert say hands off!
09/16/14	WWL TV Radio Show	Adrian Peterson Investigation

## **PRESENTATIONS – NATIONAL and STATEWIDE**

09/29/21	Simple Tools and Conversations for Mitigating a Key Risk Factor for Child Abuse Co-presented with Viola Vaughan-Eden Ph.D. Boston Children's Hospital Child Protection Program Conference
08/10/21	No Hit Zones: A Simple, Low-cost tool to Address a Key Risk Factor of Child Abuse Painless Parenting Evaluation of Implementation with Home Visitors Co-presented with Jyll Walsh <b>Transforming Our Tomorrow: Prevent Child Abuse America 2021 National Conference</b>
08/24/21	Teens, Sex and the Law for Military DoD FAP DAVA Course
07/29/21	Beyond Mandatory Reporting: Recognizing, Reacting and Reporting Teens, Sex, and the Law Louisiana Supreme Court Summer Institute
07/15/21	Problematic Sexual Behavior in Children and Youth, Co-presenter with Trish Gardner <b>28<sup>th</sup> Annual APSAC Virtual Colloquium</b>
07/13/21	Creating Safe Spaces: No Hit Zones Co-presented with Kelly Dauk <b>CAP Conference, Arizona</b>
07/07/21	Physical Punishment Co-presented with Elizabeth Gershof Ph.D. American Psychology Association Symposium
04/28/21	Suggestibility Issues and Current Research in Child Sexual Abuse Disclosures, Co-Presenter with Robert Geffner, PhD, Viola Vaughan-Eden Ph.D. <b>18th Hawai'i International Virtual Summit,</b> Honolulu, Hawaii

STACIE SCHRIEFFER LEBLANC March 2022 - Page 15 of 51

04/27/21	Succeeding with Nonoffending Caregivers of Sexually Abused Children, Co-presenter with Viola Vaughan-Eden Ph.D., <b>Bivona Child Abuse Summit Virtual Conference,</b> New York
04/17/21	No Hit Zones for Protecting Our Children: Preventing Child Abuse and Neglect <b>Voices For Children Conference,</b> San Antonio, Texas
04/16/21	Best Practices for Providing Prosecutorial and Victim Advocacy Services for Vulnerable Victims Including Children, Elderly, and Adults with DisAbilites. <b>Louisiana District Attorney Association, Baton Rouge</b> , LA
02/09/21	No Hit Zones: Low-Cost, Low-Effort Interventions to Reduce the Hitting of Children in Our Communities co-presented with Elizabeth Gershoff, PhD, The Society for Child and Family Policy and Practice (American Psychological Association Division 37), the American Professional Society on the Abuse of Children, the New York Foundling, and the National Initiative to End Corporal Punishment Webinar
10/21/20	No Hit Zones Catholic Safe Environments USCCB
10/23/20	Venerable Populations LSU School of Nursing, New Orleans, LA
10/01/20	Public Health Approaches to Sexual Violence Tulane School of Public Health, New Orleans, LA
09/24/20	No Hit Zone Training Evaluation with Julia Fleckman, Ph.D. <b>27<sup>th</sup> Annual APSAC Virtual Colloquium</b>
08/31/20	Teens, Sex and The Law Corporal Punishment <b>24<sup>th</sup> International Summit &amp; Training on Violence, Abuse, &amp; Trauma</b> , San Diego,
04/17/20	Corporal Punishment Historical and Cultural Overview Painless Parenting and Myth Busting No Hit Zones Implementation with Viola Vaughan-Eden Ph.D., Randall Alexander, MD, PhD; Deborah Sendek, MS, and Stacie Schrieffer LeBlanc, JD, MEd; <b>17<sup>th</sup> Hawai'i International Virtual Summit,</b> Honolulu, Hawaii
03/26/20	Observing Child Abuse Prevention Month During the COVID-19 Pandemic Co-presented with Jemour Maddux, PsyD, ABPP, and Janet Rosenzweig, PhD, MPA <b>APSAC Zoom Chats</b>

03/12-13/20	No Hit Zone Implementation Training Painless Parenting Workshop with Viola Vaughan-Eden Ph.D., Reverend Darrel Armstrong, Ph.D., and Stacie Schrieffer LeBlanc, JD, MEd; Shiloh Baptist Church's Forum on Positive Parenting and Caring, Trenton, Ohio
02/28/20	Team Building Addressing PSB-CY for Military OJJDP Program Managers and Department of Defense, Oklahoma City, Oklahoma
02/27/20	Navigating the Minefield of Responding to Juvenile Sexual Behaviors National Symposium on the Sexual Behavior of Youth, Norman, Oklahoma
02/04/20	Painless Parenting for Pediatric Providers Portland Pediatric Practice, Portland, Oregon
02/03/20	No Hit Zone Training and Implementation Portland Pediatric Practice, Portland, Oregon
01/29-31/20	Forensic Interview Training for Interviewing Children and Adults with Disabilities <b>FIND Training,</b> Cincinnati, Ohio
12/12/19	Welcome and Overview of APSAC Services for Advancing Interviewing Clinic APSAC Advanced Forensic Interview Clinic, New Orleans, Louisiana
11/19-22/19	Forensic Interview Training for Interviewing Children and Adults with Disabilities <b>FIND Training,</b> Lima, Ohio
11/12/19	No Hit Zone and Painless Parenting Workshops for Zero To Three Leadership National Infant Toddler Court Program (ITCP), Virtual
11/10/19	Research and Trend Report and Safe Environment Efficiency Study Proposal Joint Meeting of National Review Board and USCCB, Baltimore, Maryland
10/21/19	Beyond Mandatory Reporting Engaging Non-Offending Parents Painless Parenting Teens, Sex and the Law Advanced Solutions for Child Abuse Professionals UP Institute and Champions for Children Conference, Chesapeake, Virginia
10/18/19	No Hit Zone Refresher for Children's Hospital Staff and Residents Children's Hospital of King's Daughters, Norfolk, Virginia
10/17/19	Newest ACE on the Block Keynote Address Champion for Children's Annual Breakfast, Norfolk, Virginia

09/17/19	Implementations and Research Outcomes of No Hit Zone Training Video with Julia Fleckman, Ph.D. and Stacie LeBlanc, J.D., M.Ed. No Hit Zones for Family Home Visitors <b>2019 Prevent Child Abuse America National Conference,</b> Milwaukee, Wisconsin
09/12/19	Motivational Interviewing and Coaching Parents that Use Physical Discipline The Georgia Conference on Child Abuse and Neglect, Atlanta, Georgia
09/10/19	Problematic Sexual Behavior in Children and Youth: Definition, Scope, Reasons for Increased Incidence, Screening, and Resources with Jane Silovsky, Ph.D. and Stacie LeBlanc, J.D., M.Ed. Family Advocacy Command Assistance Team, Washington, DC
09/11/19	Teens, Sex and the Law Succeeding with Non-offending Caregivers <b>Family Advocacy Command Assistance Team</b> , Washington, DC
09/07/19	Disseminating the Most Promising Practice to Reduce a Key Risk Factor for Physical Abuse: No Hit Zones <b>The National Review Board</b> , Bethesda, Maryland
09/05/19	Succeeding with Non-offending Painless Parenting Presentation <b>23<sup>rd</sup> International Summit &amp; Training on Violence, Abuse, &amp; Trauma</b> , San Diego, CA
08/06/20	Teens, Sex and the Law: Connected and Savvy Panel Discussion on Sexting and Sex Abuse Prevention in Youth Serving Organizations <b>The USASF National Meeting, Las Vegas, Nevada</b>
07/19/19	Beyond Mandatory Reporting: Recognizing, Responding and Reporting Teens, Sex and the Law: Juvenile Sexual Behaviors and the Intersection of Law <b>The Justice Catherine D. Kimball Summer Institute of Louisiana Center for Law and</b> <b>Civic Education</b> , Louisiana Supreme Court, New Orleans, LA
07/10/19	Prosecuting Child Abuse Utilizing a Comprehensive Child Abuse Manual and the Experts Louisiana District Attorney's Association, Destin, FL
06/21/19	Ask the Experts: Advice about Your Toughest Cases: Roundtable Discussion with Frank Vandervort J.D., Kathleen Faller Ph.D., Tisha Gardner J.D. and Stacie LeBlanc J.D., M.Ed. <b>26th Annual APSAC Colloquium,</b> Salt Lake City, Utah
06/19/19	Painless Parenting Workshop: Reducing Violence in Homes and Early Childhood Centers for Disease Control Essentials for Childhood, 26th Annual APSAC Colloquium, Salt Lake City, Utah

06/20/19	Child Sex Trafficking: When Victims Don't Act Like Victims <b>26th Annual APSAC Colloquium,</b> Salt Lake City, Utah
06/20/19	Painless Parenting Media Ready Micro Session <b>26th Annual APSAC Colloquium,</b> Salt Lake City, Utah
06/03/19	No Hit Zones: Creating Safe Spaces to Address the Most Prevalent Risk for Child Abuse National Children's alliance 2019 Leadership Conference, Washington, DC
04/25/19	Traffic Jam: Identifying and Responding to Juvenile Human Trafficking Survivors 39 <sup>th</sup> <b>Governor's Conference on Juvenile Justice</b> , New Orleans, LA
04/25/19	Teens, Sex and the Law: Making Educated Decisions Knowing the Laws Impacting Juvenile Sexual Behaviors 39 <sup>th</sup> <b>Governor's Conference on Juvenile Justice</b> , New Orleans, LA
03/31/19	Painless Parenting Interactive Workshop and No Hit Zone Overview <b>35<sup>th</sup> International Symposium on Child Abuse</b> , Huntsville, AL
11/29/19	No Hit Zone Overview and Registration Academy on Violence and Abuse Conference, Jacksonville, FL
09/26/18	New Ace on the Block Pediatric Grand Rounds for Medical Center of Mississippi, Jackson, MS
10/2018	Time to Talk: Teens, Sex, and the Law Ignite 2018 Darkness to Light National Prevention Conference, Memphis, TN
06/15/18	National Summit and Initiative to End Corporal Punishment in the USA, Panelist with David Corwin, MD; George Holden, PhD; & Viola Vaughan-Eden, PhD <b>25th Annual APSAC Colloquium</b> , New Orleans, LA
06/13/18	Reducing Disclosure Failures in NICHD-based Forensic Interview Protocols <b>25<sup>th</sup> Annual APSAC Colloquium</b> , New Orleans, LA
04/23/18	Painless Parenting Plenary The Ray E. Helfer Society Annual Meeting, Nashville, TN
03/20/18	Painless Parenting <b>34<sup>th</sup> International Symposium on Child Abuse</b> , Huntsville, AL
11/02/17	Painless Parenting Workshop <b>Wynona's House 3<sup>rd</sup> Annual Conference on Child Maltreatment</b> , Montclair, NJ

11/02/17	Beyond Mandatory Reporting Plenary Wynona's House 3 <sup>rd</sup> Annual Conference on Child Maltreatment, Montclair, NJ
11/02/17	Keynote: ACEs Update Sponsored by Montclair University Wynona's House 3 <sup>rd</sup> Annual Conference on Child Maltreatment, Montclair, NJ
09/20/17	Lessons Learned: Succeeding with Trauma Informed Response Louisiana District Attorney's Sex Offenders Conference, Baton Rouge, LA
06/22/17	Painless Parenting – Advising Parents to Stop Using Corporal Punishment The APSAC Advanced Training Institute, Portland, ME
03/29/17	Painless Parenting Workshop 33 <sup>rd</sup> International Symposium on Child Abuse, Huntsville, AL
01/14/17	Annual Social Policy Forum with Lonnie Berger and Stacie LeBlanc: Poverty, Child Maltreatment, and Implications for Child Welfare Policy & Services <b>Society for Social Work and Research 21<sup>st</sup> Annual Conference</b> , New Orleans, LA
08/30/17	ABC's of No Hit Zones: Why Organizations Need No Hit Zones, Building Blocks & Longevity Tips <b>21<sup>st</sup> International Summit &amp; Training on Violence, Abuse, &amp; Trauma</b> , San Diego, CA
06/23/16	Get Over It: How the Multidisciplinary Team Members Can Help <b>21<sup>st</sup> International Summit &amp; Training on Violence, Abuse, &amp; Trauma,</b> San Diego, CA
06/22/16	"No Hitting Zones"? Can We Make This a National Goal? American Professional Society on the Abuse of Children, New Orleans, LA
06/24/16	The Neurobiology and Health Impacts of Early Trauma: From Cells to Neighborhoods co- presented with Dr. Stacy Drury <b>American Professional Society on the Abuse of Children</b> , New Orleans, LA
06/22/16	"Simon Says": How Medical Providers Can Improve Communication with the Multidisciplinary Team and Juries to More Effectively Protect Children <b>American Professional Society on the Abuse of Children</b> , New Orleans, LA
09/11/15	Policies Concerning Corporal Punishment of Children: presented by Knox, M., George, D., Thomas, J., & LeBlanc, S. <b>20<sup>th</sup> International Summit &amp; Training on Violence, Abuse &amp; Trauma,</b> San Diego, CA
09/11/15	Think Tank, Creating a Non-Violent Future in the US: Strategies for Ending Corporal Punishment of Children Across Diverse Settings and Institutions: presented by Davis, G., Knox, M., Lombardo, L., Bennett, R.P., Polonko, K., Sendek, D., Pfeiffer, C., & LeBlanc, S.

## **Staffing Pattern**

Brett Biller, Psy. D, Mental Health Director at AHCH, will serve as the Principal Investigator of this effort. Partnering with him are Julia DeBellis, MD, FAAP, Division Director of AHCH; and Steve Kairys, MD, MPH, FAAP, Professor of Pediatrics, Director, Child Protection Center, at HMH's Jersey Shore University Medical Center (JSUMC). These three professionals are best suited to lead the program, as they are board certified and specifically trained in Child Abuse and Neglect diagnosis and treatment. Drs. DeBellis and Kairys have evaluated, analyzed, and treated children's physical injuries, including deadly injuries, from corporal punishment for decades.

As part of this effort, the following staff will also be hired:

- 2 Program Coordinators One of whom will be focused in HMH's northern NJ location, Joseph M. Sanzari Children's Hospital in Hackensack, and one in HMH's southern area at K. Hovnanian Children's Hospital at Jersey Shore University Medical Center in Neptune. The Program Coordinators will coordinate and conduct trainings and facilitate research, data collection/tracking, and evaluation. The Program Coordinators will track the data and collaborate with 2 interns and 2 Doctoral trainees, who are part of a yearly rotation and who will organize and analyze the data under the supervision of the AHCH Training Coordinator who is already on staff. To support the program and staff, the Administrative Director and Program Coordinators will meet a minimum of once per week. HMH and AHCH have experience with child and community-focused programs, so policies and procedures are already in place.
- Consultants Stacie LeBlanc, JD, MS.Ed., current President of the NHZ Board of Directors, will be serving as a consultant to educate HMH team members on how to effectively initiate

the NHZ program. Ms. LeBlanc and her team will provide in person support and guidance regarding program development and expansion, including the integration of the positive/productive parenting component of the initiative. She will be also available for mentorship subsequent to the initial training, and will support program research and evaluation.

 Cheryl A.S. McFarland, PhD, Director of Evaluation and Analytics, Central Jersey Family Health Consortium, will serve as the principal evaluator for the project. Dr. McFarland has 15 years of experience working with non-profit organizations, as well as state and local governments, to design and implement methodologically sound program evaluation projects and conduct community-based participatory research, and research using both quantitative and qualitative methods. Dr. McFarland and staff will provide evaluations support and collaborate with doctoral candidates and leadership to evaluate the efficacy and outcomes. Narrative feedback regarding the informative and skills building aspects of the program will be collected and assessed qualitatively to determine how best to address any service gaps.

## Hackensack Meridian Health's Safe-Child Standards

Hackensack Meridian *Health* (HMH) is committed to mirroring the state's Sexual-Abuse Safe-Child Standards. HMH manages state-designated Regional Diagnostic Centers for child abuse and neglect at two of HMH's hospitals (K. Hovnanian Children's Hospital at Jersey Shore University Medical Center and Audrey Hepburn Children's House at Joseph M. Sanzari Children's Hospital). HMH also promotes child safety and well-being, while reducing the risk of child sexual abuse to children and youth, through all of its programs and services. The No Hit Zone will mirror the state's standards.

Additionally, HMH promotes child safety and well-being, while reducing the risk of child sexual abuse to children and youth, through all of its programs and services. HMH conducts background checks on all potential employees (including those contracted for services) and makes investigative inquiries (Federal, State, and others) concerning past activities relating to: consumer credit, criminal convictions, motor vehicle, civil, education, reasons for termination from jobs, etc. HMH also requires all new Patient Care Assistants (PCAs) to complete an orientation course that teaches them about the risks, categories, and signs of abuse or neglect in children. Other employees working with children are required to complete e-learning classes on child maltreatment (abuse and neglect), the purpose of which is to protect and enhance the care of children who are potential victims of child maltreatment or neglect through appropriate: assessment, distinguishing between accidental and abusive injuries, index of suspicion, nursing care considerations, reporting, documentation, and patient and parent/caregiver education.

HMH believes that it has an ethical responsibility to its patients and the communities it serves and has developed a Corporate Compliance Program (CCP) to provide for the consistent

and accurate communication of corporate policies and procedures in the areas of compliance with laws, regulations, and HMH's Code of Conduct. The CCP is intended to guide, direct and support each team member in undertaking responsibility for and support of an environment of compliance. High standards of ethical conduct will be maintained in all practices including, but not limited to: patient care, admission, transfer, discharge, billing, marketing, and relationships with other healthcare providers, educational institutions, and payors. Care, treatment, and services are provided based on assessed patient needs, regardless of compensation or financial risk-sharing with those who work in our health care facilities, including staff and licensed independent practitioners.

The Code of Conduct is the foundation of HMH's Compliance Program and applies to all medical, business, and legal activities performed by trustees, officers, team members, medical staff members, residents, volunteers, and contractors. The Code states: 1) Obey all laws and regulations governing our business conduct; 2) Be honest and responsible in all of your HMH activities and relationships; 3) Avoid conflicts of interest between work and personal affairs; 4) Extend equal opportunities to every member of our diverse community; 5) Create a safe workplace and protect the environment; and 6) Recognize, respect, and promote ethical conduct.

The Code, coupled with other HMH policies and procedures, guides Hackensack Meridian *Health* in its ethical and professional commitments and imposes an affirmative duty to report any actual or perceived violations. There is no retribution for asking questions or reporting possible violations and HMH addresses concerns about inappropriate conduct expeditiously, with care and respect.



## Memorandum of Understanding (MOU) between Greater Bergen Community Action and Hackensack Meridian Health

Greater Bergen Community Action, which supports Head Start and Early Head Start programs in Bergen, Hudson, and Passaic Counties, is pleased to collaborate with Hackensack Meridian *Health* on its program, Establishing "No Hit Zones" in Northern and Southern New Jersey.

Greater Bergen is a progressive not-for-profit company working throughout NJ to build more sustainable families, community institutions, and neighborhoods. It does this through strategic investments in community and household finance, education, healthcare, housing, workforce development, energy, and neighborhood revitalization.

Over the three-year funding period, the Greater Bergen Community Action will provide the following to the program at no cost:

- 1. Collaboration with HMH in developing NHZ within the Head Start and Early Head Start program supported by the Greater Bergen Community Action.
- 2. Access to the families served by the Greater Bergen Community Action.
- 3. Assistance in implementation of the NHZ within the Greater Bergen Community Action.
- 4. Assistance from the clinical team at Greater Bergen Community Action in providing NHZ program materials, education, and parenting training.

Mary Cudina, Executive Director, GBCA Head Start/Early Head Start Program

Print Name, Title Sign Name

JUNE 10, 2022 Date



Christine Norbut Beyer, MSW Commissioner, New Jersey Department of Children and Families P.O. Box 729 Trenton, NJ 08625 June 3,, 2022

Dear Ms. Beyer:

As Director of Family Engagement and Health for Acelero and its Head Start schools in Monmouth County, NJ,, I offer my strong commitment and support for HMH's application for funding through the New Jersey Department of Children and Families'American Rescue Plan Supplemental Funding for Community-Based Prevention Programs (ARP). With this funding, our community Head Start would work with HMH to implement the evidence-based No Hit Zone (NHZ), which is a primary prevention program that teaches parents and caregivers positive parenting and non-physical forms of discipline. It also encourages healthy interpersonal relationships and a safe environment for families, through education relative to the harmful, lifelong, impact of physical discipline.

As a NHZ organization, Acelero would work with HMH and become a community model advocating for safe interactions between all members of the school community. We believe Head Start programs offer a unique opportunity to work closely with the children and families in our programs. The daily violence in our county needs prevention approaches that help reduce the violence and replace it non violent alternatives. The promotion of positive parenting with our students and their families will also provide education regarding the negative lifelong impact of physical discipline and how to implement positive parenting techniques.

Acelero fully committed to achieving the goals of DCF's Community-Based Prevention Program. We look forward to the opportunity to partner with you to prevent child abuse and neglect and to support the coordination of resources and activities to strengthen and support families.

Sincerely,

*Margarita Arbelaez* Margarita Arbelaez

Director of Family Engagement and Health Acelero Learning

310 Augusta St, South Amboy, NJ 08879



Hackensack Meridian *Health* 

## Memorandum of Understanding (MOU) between Central Jersey Family Health Consortium and Hackensack Meridian Health

The Central Jersey Family Health Consortium (CJFHC), is pleased to collaborate with Hackensack Meridian *Health* on its program, Establishing "No Hit Zones" in Northern and Southern New Jersey.

CJFHC is dedicated to improving the health and well-being of families in Central New Jersey and throughout the state. The mission is to improve the health of women of childbearing age, infants, and children in the region through the collaborative efforts of member hospitals, providers and consumers. CJFHC is a leading private not for profit (501(c) 3) organization whose primary service region includes Hunterdon, Mercer, Middlesex, Somerset, Monmouth and Ocean Counties. Established in 1992, the organization is governed by a 42-member Board of Trustees. Currently, CJFHC operates programs across the state of New Jersey and has conducted outcome and process evaluations throughout the state and nationally as well. CJFHC has been providing data and evaluation services to nonprofit and for-profit organizations throughout New Jersey and beyond. We have evaluated child abuse and neglect prevention programs and programs aimed at improving services for mental illness, among others. Our organizational mission and the work the department of evaluation and analytics conducts is directly tied to the goals of the No Hit Zone proposed program.

Over the three-year funding period, CJFHC will provide the following to the program:

- 1. Develop a comprehensive evaluation plan in collaboration with key leadership and doctoral candidates involved in the program.
- 2. Coordinate with team on the development of the IRB
- 3. Collaborate with doctoral candidates to ensure programmatic surveys are created in RedCAP
- 4. Train staff on how to access surveys and consent participants to complete surveys
- 5. Collaborate with team to receive data extracts
- 6. Clean and analyze questionnaire data
- 7. Provide quarterly and annual reporting as required by funder
- 8. Collaborate with team on evaluation of the process of implementation
- 9. Collaborate on the development of implementation and dissemination tracking
- 10. Provide research and publication support as needed

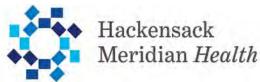
<u>Cheryl A. S. McFarland, PhD, Director of Evaluation and Analytics, CJFHC</u> Print Name, Title

Cheryl A. S. McFarland

06/16/22

Sign Name

Date



## Memorandum of Understanding (MOU) between Mt Sinai Parenting Center and Hackensack Meridian Health

Stacie LeBlanc, J.D., M.Ed., Chair of the National No Hit Zone Committee, is pleased to collaborate and consult with Hackensack Meridian *Health* on its program, Establishing "No Hit Zones" and Painless/Productive Parenting in Northern and Southern New Jersey.

Stacie LeBlanc, J.D., M.Ed., is the co-founder of the UP Institute. Stacie has created multiple sought after community education programs which provide interactive adult learning for the translation and dissemination of research into practice including Beyond Mandatory Reporting; Teens, Sex, and the Law; No Hit Zones, and Painless Parenting and has provided over 500 trainings. She has trained over 27,412 individuals in the last five years. She has also created a social media campaign, Dear Parents, which aims to translate the most prevalent risk factor for child physical abuse, corporal punishment, utilizing images of community leaders and national experts.

Over the three-year funding period, Stacie will provide the following to the program:

- 1. Consultation regarding the initiation of the No Hit Zones
- 2. Community Educations and Facilitator Training for scalable community education for No Hit Zones and Painless/Productive Parenting
- 3. Support to research efforts, including measures from prior research.

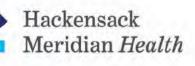
In consideration of the foregoing, Mt Sinai Parenting Center and Hackensack Meridian Health will provide the following to Stacie LeBlanc, J.D., M.Ed.:

- 1. \$ 650/day for on-site community education, facilitator training, and travel time for no less than 15 days.
- 2. Reimbursement of travel expenses.
- 3. \$ 650/day for preparation, pre-consultation, pre and post training implementation for no less than 9 days.
- 4. Acknowledgement for program development by Stacie Schrieffer LeBlanc, J.D., M.Ed. credit in materials, slides and community education.

aci Blanc

Stacie LeBlanc, J.D., M.Ed.

16 - Letters of Support



June 8, 2022

Christine Norbut Beyer Commissioner NJ Department of Children and Families 50 East State Street Trenton, New Jersey 08625

Dear Ms. Beyer:

As Chief Executive Officer of Hackensack Meridian *Health* (HMH), I offer my strong commitment and support for HMH's application for funding through the New Jersey Department of Children and Families' American Rescue Plan Supplemental Funding for Community-Based Prevention Programs (ARP). With this funding, HMH will become the first health care network in the United States to implement the evidence-based No Hit Zone (NHZ), which is a primary prevention program that teaches parents and caregivers positive parenting and non-physical forms of discipline. It also encourages healthy interpersonal relationships and a safe environment for families, through education relative to the harmful, lifelong, impact of physical discipline.

As a NHZ organization, HMH will serve as a leader in the community to model and advocate for safe interactions between all members of the community. By creating a safe environment within the health network and promoting positive parenting among team members, guests, and local community partners, we will help reduce the most common risk factors for child maltreatment and promote better opportunities for health. Additionally, team members from HMH will provide education directly to community members while supporting community partners who will provide the same education to families they serve, regarding the negative lifelong impact of physical discipline and how to implement positive parenting techniques.

With your support, HMH will begin implementing the program at its two children's hospitals -Joseph M. Sanzari Children's Hospital at Hackensack University Medical Center (Bergen County) and K. Hovnanian Children's Hospital at Jersey Shore University Medical Center (Monmouth County). We will partner with community agencies to educate young families about the lifelong detrimental impact of physical discipline, while providing resources for appropriately addressing children's behaviors at each developmental stage.

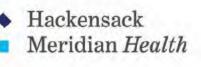
Hackensack Meridian *Health* is fully committed to achieving the goals of DCF's Community-Based Prevention Program. We look forward to the opportunity to partner with you to prevent child abuse and neglect and to support the coordination of resources and activities to strengthen and support families.

Sincerely,

Robert C. Garrett, FACHE Chief Executive Officer, Hackensack Meridian *Health* 

343 Thornall Street | Edison, NJ 08837 | 848-888-4400 | HackensackMeridianHealth.org

16 - Letters of Support



June 6, 2022

Christine Norbut Beyer Commissioner NJ Department of Children and Families 50 East State Street Trenton, New Jersey 08625

Dear Ms. Beyer:

As Physician-in-Chief, Hackensack Meridian Children's Health, I offer my strong commitment and support for HMH's application for funding through the New Jersey Department of Children and Families' American Rescue Plan Supplemental Funding for Community-Based Prevention Programs (ARP). With this funding, HMH will become the first health care network in the United States to implement the evidence-based No Hit Zone (NHZ), which is a primary prevention program that teaches parents and caregivers positive parenting and non-physical forms of discipline. It also encourages healthy interpersonal relationships and a safe environment for families, through education relative to the harmful, lifelong, impact of physical discipline.

With your support, HMH will begin implementing the program at its two children's hospitals - Joseph M. Sanzari Children's Hospital at Hackensack University Medical Center (Bergen County) and K. Hovnanian Children's Hospital at Jersey Shore University Medical Center (Monmouth County). We will partner with community agencies to educate young families about the lifelong detrimental impact of physical discipline, while providing resources for appropriately addressing children's behaviors at each developmental stage.

Hackensack Meridian Children's Health provides the most comprehensive and highest level of quality care to young patients in the state of New Jersey. The children's network is comprised of two children's hospitals – Joseph M. Sanzari Children's Hospital at Hackensack University Medical Center in Hackensack and K. Hovnanian Children's Hospital at Jersey Shore University Medical Center in Neptune – and a large network of pediatric subspecialists and pediatricians. Both hospitals ranked #1 in New Jersey in the U.S. News & World Report 2022-23 Best Children's Hospital Report. The combined nephrology care program at both hospitals ranked among the top 50 in the nation in the U.S. News & World Report.

Hackensack Meridian *Health* is fully committed to achieving the goals of DCF's Community-Based Prevention Program. We look forward to the opportunity to partner with you to prevent child abuse and neglect and to support the coordination of resources and activities to strengthen and support families.

Sincerely,

Judy aschner, M.D.

Judy Aschner, MD Marvin I. Gottlieb MD, PhD Chair of Pediatrics, HUMC Professor of Pediatrics, Hackensack Meridian School of Medicine Physician-in-Chief, Joseph M. Sanzari Children's Hospital Physician-in-Chief, Hackensack Meridian Children's Health Physician-in-Chief, Hackensack Meridian Children's Health

343 Thornall Street | Edison, NJ 08837 | 848-888-4400 | HackensackMeridianHealth.org



60 NEPTUNE BOULEVARD NEPTUNE, NJ 07753-4836 TELEPHONE: 732.776.2000

June 6, 2022

Christine Norbut Beyer, MSW Commissioner, New Jersey Department of Children and Families P.O. Box 729 Trenton, NJ 08625

Dear Ms. Beyer:

As Superintendent of Schools for Neptune Township, NJ, I offer my strong commitment and support for HMH's application for funding through the New Jersey Department of Children and Families' American Rescue Plan Supplemental Funding for Community-Based Prevention Programs (ARP). With this funding, Neptune schools would work with HMH to implement the evidence-based No Hit Zone (NHZ), which is a primary prevention program that teaches parents and caregivers positive parenting and non-physical forms of discipline. It also encourages healthy interpersonal relationships and a safe environment for families, through education relative to the harmful, lifelong, impact of physical discipline.

As a NHZ organization, Neptune Township schools would work with HMH and become a community model advocating for safe interactions between all members of the school community. The explosion of school violence in our county needs prevention approaches that help reduce the violence and replace it non-violent alternatives. The promotion of positive parenting with our students and their families will also provide education regarding the negative lifelong impact of physical discipline and how to implement positive parenting techniques.

The Neptune Township schools are fully committed to achieving the goals of DCF's Community-Based Prevention Program. We look forward to the opportunity to partner with you to prevent child abuse and neglect and to support the coordination of resources and activities to strengthen and support families.

Sincerely,

Tamok Cade

Tami Crader, Ed.D. Superintendent of Schools

A COMMUNITY FOR ALL LEARNERS OPPORTUNITY, DIVERSITY AND ACCOUNTABILITY 16 - Letters of Support

NEW JERSEY SENATE



SENATOR GORDON M. JOHNSON 37TH DISTRICT 545 CEDAR LANE TEANECE, NJ 07666 TEL (201) 530-0469 FAX (201) 530-0486 senjohnson@njleg.org COMMITTEES: BUDGET AND APPROPRIATIONS TRANSPORTATION COMMERCE

June 7, 2022

Hon. Christine Norbut Beyer NJ Department of Children and Families 50 East State Street Trenton, NJ 08625

Dear Commissioner Beyer:

As Senator, I offer my strong commitment and support for HMH's application for funding through the New Jersey Department of Children and Families' American Rescue Plan Supplemental Funding for Community-Based Prevention Programs (ARP). With this funding, HMH will become the first health care network in the United States to implement the evidence-based No Hit Zone (NHZ). This primary prevention program teaches parents and caregivers positive parenting and non-physical forms of discipline. It also encourages healthy interpersonal relationships and a safe environment for families through education relative to the harmful, lifelong impact of physical discipline.

HMH will serve as a leader in the community to model and advocate for safe interactions between all members of the community. By creating a safe environment within the health network and promoting positive parenting among HMH team members, guests, and local community partners, they will help reduce the most common risk factors for child maltreatment and promote better opportunities for health. Additionally, team members from HMH will provide education directly to community members while supporting community partners who will provide the same education to families they serve regarding the lifelong negative impact of physical discipline and how to implement positive parenting techniques.

With your support, HMH will begin implementing the program at its two children's hospitals - Joseph M. Sanzari Children's Hospital at Hackensack University Medical Center (Bergen County) and K. Hovnanian Children's Hospital at Jersey Shore University Medical Center (Monmouth County). They will also partner with community agencies to educate young families about the lifelong detrimental impact of physical discipline while providing resources for appropriately addressing children's behaviors at each developmental stage.

Sincerely

Gordon M. Johnson Senator, District 37

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### NEW JERSEY ASSEMBLY 38<sup>th</sup> LEGISLATIVE DISTRICT

LISA SWAIN ASSEMBLYWOMAN <u>ASWSWAIN@NJLEG.ORG</u> 205 ROBIN ROAD SUITE 122 PARAMUS, NJ 07652 201-576-9199 COMMITTEES Appropriations, *Chair* State and Local Government, *Vice Chair* Women and Children Joint Budget Oversight

June 7, 2022

Christine Norbut Beyer Commissioner NJ Department of Children and Families 50 East State Street Trenton, New Jersey 08625

# RE: Hackensack Meridian Health Supplemental Funding for Community-Based Prevention Programs

Dear Commissioner Norbut Beyer:

As a member of the New Jersey General Assembly and the Assembly Women and Children Committee, I offer my strong support for Hackensack Meridian Health's (HMH) application for funding through the New Jersey Department of Children and Families' American Rescue Plan Supplemental Funding for Community-Based Prevention Programs (ARP). With this funding, HMH will become the first health care network in the United States to implement the evidence-based No Hit Zone (NHZ), which is a primary prevention program that teaches parents and caregivers positive parenting and non-physical forms of discipline. It also encourages healthy interpersonal relationships and a safe environment for families, through education relative to the harmful, lifelong, impact of physical discipline.

HMH will serve as a leader in the community to model and advocate for safe interactions between all members of the community. By creating a safe environment within the health network and promoting positive parenting among HMH team members, guests, and local community partners, they will help reduce the most common risk factors for child maltreatment and promote better opportunities for health. Additionally, team members from HMH will provide education directly to community members while supporting community partners who will provide the same education to families they serve, regarding the negative lifelong impact of physical discipline and how to implement positive parenting techniques.

With your support, HMH will begin implementing the program at its two children's hospitals -Joseph M. Sanzari Children's Hospital at Hackensack University Medical Center (Bergen County) and K. Hovnanian Children's Hospital at Jersey Shore University Medical Center (Monmouth County). They will also partner with community agencies to educate young families



## NEW JERSEY ASSEMBLY 38<sup>th</sup> LEGISLATIVE DISTRICT

LISA SWAIN ASSEMBLYWOMAN <u>ASWSWAIN@NJLEG.ORG</u> 205 ROBIN ROAD SUITE 122 PARAMUS, NJ 07652 201-576-9199 COMMITTEES Appropriations, *Chair* State and Local Government, *Vice Chair* Women and Children Joint Budget Oversight

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about the lifelong detrimental impact of physical discipline, while providing resources for appropriately addressing children's behaviors at each developmental stage.

We are grateful for DCF's consideration of Hackensack Meridian Health's application. If I can provide any additional support for this application or be of further assistance please do not hesitate to contact my office.

Sincerely,

lie Smi

Assemblywoman Lisa Swain 38th Legislative District

## **NHZ Curriculum Table of Contents**

## 1) NHZ Intervention

- 1. Recognizing Stressors
- 2. Understanding the Impact of Spanking and Corporal Punishment
- 3. Exploring Our Cognitive Dissonance
- 4. Understanding Our Historical Connection to Corporal Punishment
- 5. Understanding Our Emotional Connection to Corporal Punishment
- 6. Developmental Understanding
- 7. Positive Parenting Techniques as Alternatives to Corporal Punishment

## 2) Practicing Communication Through Parenting Challenges

- 1. Won't Listen
- 2. Lazy
- 3. The Liar
- 4. Potty Training Betrayal
- 5. The Bad Grades and Penmanship
- 6. The Spoiled
- 7. The Whiner
- 8. The Fighter
- 9. The Mess Maker
- 10. Destined for Jail
- 11. Teenage Nightmare
- 3) Tips by Developmental Age
  - 1. Role Play

#### **Evaluation Tools**

Research and evaluation regarding the efficacy of the NHZ program will be ongoing via community and client feedback, focus groups, and pre and post surveys. The Principal Evaluator for this project is Cheryl A. Smith McFarland, PhD, who serves as Director of Evaluation and Analytics for the Central Jersey Family Health Consortium (CJFHC). Dr. McFarland and staff will provide evaluations support and collaborate with doctoral candidates and leadership to evaluate the efficacy and outcomes. Narrative feedback regarding the informative and skills building aspects of the program will be collected and assessed qualitatively to determine how best to address any service gaps.

In order to evaluate this program, a process and outcomes evaluation will be conducted. The process evaluation will include monitoring of timelines, satisfaction surveys of partners, and tracking of participation in the dissemination of materials. A tracking system will be developed to document the number and location of materials distributed and displayed across the HMH system and among community partners. The outcomes evaluation will be conducted to understand the broader landscape of perceptions regarding physical punishment in the target population and how perceptions change after exposure.

The primary evaluation tool will be the Attitudes Toward Spanking (ATS) questionnaire, distributed to participant parents when they are initially provided information about the program and again at NHZ program completion, subsequent to the parents' involvement in the positive/productive parenting skills building component. Another group, who receives information about the NHZ initiative and concerns regarding the use of physical discipline but does not participate in the positive/productive parenting skills building, will also be asked to complete the ATS questionnaire. The ATS questionnaire is a tool to measure beliefs about

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spanking as a form of discipline that has been successfully utilized in prior research examining the efficacy of the NHZ. It was selected because of its good psychometric properties, its effective utility in prior NHZ efficacy research, and its ease of use for participants. It measures attitudes toward spanking on a 7-point agree-disagree Likert-type scale that yields one summary score. The 10-item survey involves rating 10 statements about spanking, including "Sometimes a spank is the best way to get my child to listen"; "A spank is not an effective method to change my child's behavior long-term"; and "It is a parent's right to spank." The survey has good psychometric properties. The internal consistency was high: Cronbach's coefficient values were .88 for the mothers at time 1, and it remained high when measured at the children's second and third birthdays (.90 and .89, respectively). The 2-week test-retest reliability of the original instrument was 0.76, and attitudes correlated 0.55 with daily reports of spanking.

The ATS will be administered by Doctoral interns and Post-Doctoral Fellows from AHCH who will not request identifiable information to maintain confidentiality. Demographic information will be requested to enhance the findings. Subsequent to obtaining the responses on the ATS, the Doctoral interns and Fellows will compile the data into a central database and statistically analyze it with the assistance of the research department at HMH. The findings from the ongoing research will assess ideological and behavioral changes of participants. The findings will support program enhancement and will be available for publication by the HMH team as well as in coalition with other programs throughout the country. Dr. Biller and the existing AHCH Training Coordinator, who supervises the Doctoral trainees at the AHCH, will provide oversight. The HMH team will utilize multi-level quality assurance and performance processes. The leadership team will be available to attend to immediate concerns on a daily basis and meet to discuss program progress, planning, implementation, and feedback provided by community partners and families on alternate weeks, addressing immediate remediation of concerns or emerging concerns. The Administrative Director and regional Program Coordinators will participate in monthly meetings with community partners, who will be encouraged to incorporate families into meetings and evaluations.

Parents and children who have completed parts of the NHZ program, such as "painless parenting," will be offered opportunities to provide feedback and collaboration based on their own perspectives and experiences. Focus groups, run in coordination with our community partners, such as Head Start, will also assist in ongoing evaluation and improvement. Team members and administrators from our community partners at Acelero and the GBCA will be active collaborators during the NHZ initiative and will be asked for ongoing feedback to ensure the needs of the community members are being comprehensively served.

Using the rating scale below, rate how much you currently agree or disagree with each statement about spanking or slapping a child. (The word spank will be used below but you can also think of slaps or slapping.)

1234567Strongly Moderately Slightly ......Disagree......NeitherSlightly Moderately Strongly ......Agree......

- 1. Spanking a child is a <u>normal part</u> of parenting.
- 2. Sometimes, a spank is the <u>best way</u> to get a child to listen.
- 3. A spank <u>is not</u> an effective method to change a child's behavior for the long term. (r)
- 4. Spanking is <u>never necessary</u> to instill proper moral and social conduct.
- 5. Sometimes, the <u>only way</u> to get a child to behave is with a spank.
- 6. One of the best ways for a child to <u>learn "no"</u> is to spank him/her after disobedience.
- 7. If a child is spanked for a misbehavior, he or she should always be spanked for that misbehavior.
- 8. When all is said and done, spanking is <u>harmful</u> for a child. (r)
- 9. I believe it is the <u>parent's right</u> to spank their children if they think it is necessary.
- 10. Overall, I believe spanking is a <u>bad</u> disciplinary technique. (r)
- \_\_\_\_\_11. If and when I become a parent, I plan to spank my child.
- \_\_\_\_\_12. If and when I become a parent, if my child needs to be spanked, I will not hesitate to do so.
  - \_\_\_13. If and when I become a parent, I'm sure I won't spank my child. (r).

(r) = reversed scored item

George Holden, Ph.D. SMU

20 - Proposed Program Implementation Schedule

#### Q4 TIMELINE YEAR 1 & 2 (QUARTERS 1-8) 01 02 Q3 05 06 07 08 х Grant awarded, HMH signs contracts and Declaration of NHZ Policy Hire 2 regional Program Coordinators and begin X program management team planning meetings х Finalize details and formal roles of Community Partners х Team Members work with Consultants/External Evaluator on Program Design, Education and Launch X Secure all NHZ materials/Create orientation video Begin to orient and educate team members Х Post signage and provide NHZ materials throughout x HMH Children's Hospitals, pediatric, and OBGYN facilities Х Continue team member education. Community partners publicly declare NHZ Policy х Create focus groups and community feedback teams Year 1 Evaluation. Use what we learn to improve Х and expand NHZ into community partner organizations NHZ Signage and Materials shared with all х **Community Partners**

## NO HIT ZONE PROJECT TIMELINE (QUARTERS 1-12)

### 20 - Proposed Program Implementation Schedule

#### X Education and Orientation for Community Partners х Form and Run Productive/Positive Parenting Х X Groups at HMH X x X Continue Program Implementation and Expansion in targeted communities with school and community partners, with ongoing focus groups and evaluations X Seek other funding for Program Growth and х X Sustainability Year 1 and 2 Data collection and analysis. Year 2 Program Evaluations. Use what we learn to improve X and continue implementation.

TIMELINE YEAR 3 (QUARTERS 9-12)	Q9	Q10	Q11	Q12
Form and Run Productive/Positive Parenting Groups with Community Partners and continue parenting groups at HMH	x	×	×	x
Work with Data Analysts and Consultants/External Evaluator to evaluate efforts and feedback and develop efficacy research for NHZ to incorporate into its Program and Productive/Positive Parenting efforts		x	x	x
Continue Seeking Additional Community Partners and Funding Sources for Program Sustainability	x	×	×	x
Write and share research findings	1	-	-	x
Ongoing – All DCF reports, meetings, and check-ins as required; Continual budget and program evaluation				

BUDGET CATEGORIES 12-Month Budget	TOTAL COSTS	DCF Funding request	Other Cash or In-Kind Funding Sources*	START-UP FUNDING REQUEST
A. Personnel - Salary (FTEs/hours/week)	\$191,518	\$130, <mark>1</mark> 85	\$61,333	
Fringe (% rate)	\$55,541	\$37,754	\$17,787	-
B. Consultants & Professional Fees	\$35,100	\$35,100		_
C. Materials & Supplies	\$18,913	\$18,913		
D. Facility Costs				
E. Specific Assistance to Clients				-
F. Other	\$1000	\$1000		
G. Gen. & Adm. (G&A) Cost Allocation	\$22,295	\$22,295		
H. Total Operating Costs				
I. Equipment		-		
J. Total Cost	\$324,367	\$245,247	\$79,120	
K. Revenue (deduct)*	(\$79,120)	n/a	n/a	
L. Funding Request	\$245,247	n/a	n/a	_
The budget request shall indicate the Ag delivery of the service(s) reduced by the applicable, indicate the sources of lever for each below:	e other source	es of funding	(Line K). If	
Other Sources of Funding for this Program: (Specify These)				
Other Funding Amounts:	0	0	0	1

## DCF Budget Form -Year 1 from 7/1/22 to 6/30/23

BUDGET CATEGORIES 12-Month Budget	TOTAL COSTS	DCF Funding request	Other Cash or In-Kind Funding Sources*	START-UP FUNDING REQUEST
A. Personnel - Salary (FTEs/hours/week)	\$191,518	\$130,1 <mark>8</mark> 5	\$61,333	-
Fringe (% rate)	\$55,541	\$37,754	\$17,787	
B. Consultants & Professional Fees	\$35,100	\$35,100		_
C. Materials & Supplies	\$18,913	\$18,913		
D. Facility Costs				
E. Specific Assistance to Clients				-
F. Other	\$1000	\$1000		
G. Gen. & Adm. (G&A) Cost Allocation	\$22,295	\$22,295		
H. Total Operating Costs				
I. Equipment				
J. Total Cost	\$324,367	\$245,247	\$79,120	
K. Revenue (deduct)*	(\$79,120)	n/a	n/a	
L. Funding Request	\$245,247	n/a	n/a	-
The budget request shall indicate the Ag delivery of the service(s) reduced by the applicable, indicate the sources of lever for each below:	other source	s of funding	(Line K). If	
Other Sources of Funding for this Program: (Specify These)				
Other Funding Amounts:	0	0	0	

## DCF Budget Form - Year 2 from 7/1/23 to 6/30/24

BUDGET CATEGORIES 12-Month Budget	TOTAL COSTS	DCF Funding request	Other Cash or In-Kind Funding Sources*	START-UP FUNDING REQUEST
A. Personnel - Salary (FTEs/hours/week)	\$191,518	\$130, <mark>1</mark> 85	\$61,333	
Fringe (% rate)	\$55,541	\$37,754	\$17,787	-
B. Consultants & Professional Fees	\$35,101	\$35,101		_
C. Materials & Supplies	\$18,913	\$18,913		
D. Facility Costs				
E. Specific Assistance to Clients				-
F. Other	\$1000	\$1000		-
G. Gen. & Adm. (G&A) Cost Allocation	\$22,295	\$22,295		
H. Total Operating Costs				
I. Equipment				
J. Total Cost	\$324,367	\$245,247	\$79,120	
K. Revenue (deduct)*	(\$79,120)	n/a	n/a	_
L. Funding Request	\$245,247	n/a	n/a	-
The budget request shall indicate the Ag delivery of the service(s) reduced by the applicable, indicate the sources of lever for each below:	other source	s of funding	(Line K). If	
Other Sources of Funding for this Program: (Specify These)				
Other Funding Amounts:	0	0	0	1

Status Active PolicyStat ID (11033954)

Status Acti	Policystat ID 1103	13934			
	Hackensack Meridian <i>Health</i>	Origination	08/2018	Owner	
		Date	01/2022	Policy Area	Admin 1500
		Last Approved			Legal Issues
				Applicability	Hackensack
		Effective	01/2022		Meridian Health
		Last Revised	08/2018		Network
		Next Review	01/2025		

## **CONFLICTS, DUALITIES OF INTEREST AND INDEPENDENCE**

## I. Scope:

This system-wide policy on conflicts and dualities of interest and independence (the **"Policy**") applies to the Trustees, Officers, Committee Members, and Key Employees of (a) Hackensack Meridian *Health*, Inc. (**"Hackensack Meridian** *Health*"); and (b) the direct and indirect subsidiaries of Hackensack Meridian Health that are wholly owned or controlled by Hackensack Meridian *Health* (together with Hackensack Meridian *Health*, the **"System"** and each entity, a **"System Entity**").

# II. Purpose:

To ensure that Hackensack Meridian *Health* and other tax-exempt System Entities remain in compliance with the IRS standards for tax exemption and to implement the best practices for governance by outlining standards for board and committee members.

To promote and protect the interests of the System when entering into transactions that may also benefit the personal or private interests or competing interests of one or more governing board members, officers, board committee members, or Key Employees of a System Entity. This Policy is intended to supplement, but not replace, any applicable state or federal laws governing conflicts of interest applicable to nonprofit, charitable, or tax-exempt corporations.

Through this Policy, Hackensack Meridian *Health* recognizes that independence among its Trustees and Committee Members fosters and maintains good governance practices and will help to create a strong foundation for the System. At the same time, it recognizes that not all Trustees and Committee members will be independent unless required under law or regulation, and, further, that both real and apparent Conflicts or Dualities of Interest sometimes occur in the course of conducting the System's daily affairs. Conflicts or Dualities occur because the many persons associated with the System may be expected to have, and do in fact generally have, multiple interests and affiliations and various positions of responsibility within the community.

Conflicts and Dualities of Interest generally are undesirable because they may cause, or appear to cause, the System's representatives to place their own personal or private interests or the interests of third parties ahead of the System's interests and the fulfillment of the System's charitable, scientific, and educational purposes. Conflicts and Dualities are also undesirable because they may reflect adversely upon the involved persons and upon the institutions with which they are affiliated, regardless of the actual facts or motivations of the parties. However, the long-range best interests of the System do not require the termination of all associations with persons who may have real or apparent Conflicts or Dualities of Interest, as long as a prescribed and effective methods and processes, such as disclosure and recusal, can render such Conflicts or Dualities of Interest harmless to all concerned. In fact, in certain situations, it may be in the best interests of a System Entity to contract with a company affiliated with a Trustee, for example because of such factors as quality, reliability, favorable pricing, sole sourcing, enhanced service, social responsibility, or other similar bona fide factors.

In addition to setting out specific standards for the independence of Trustees and Committee Members, this Policy requires that, as set forth below, all actual or apparent Conflicts or Dualities of Interest be disclosed promptly and fully to all necessary parties. Further, this Policy implements specific measures to ensure that, where Conflicts or Dualities of Interest exist, they are addressed in a manner that protects and promotes the interests of the System and the achievement of its charitable, scientific, and educational purposes. Finally, this Policy provides for sanctions for material noncompliance with the Policy.

## **III. Definitions:**

- A. *Interested Person.* Any of the following individuals who has a direct or indirect Interest (as defined below) is an Interested Person:
  - 1. A trustee or director of a System Entity (each a "Trustee");
  - 2. An officer of a System Entity (each, an "Officer");
  - 3. A key employee of a System Entity, as that term is defined in the instructions to IRS Form 990 as in effect for the relevant year (each a "**Key Employee**") (for ease of reference, a copy of the IRS definition as of the date of the adoption of this Policy is attached hereto as Attachment 1); and
  - 4. A member of a board committee of a System Entity (each, a "Committee Member").

If a person is an Interested Person with respect to any System Entity, he or she is an Interested Person with respect to all entities within the System. The governing board of a System Entity may determine, on the basis of all the facts and circumstances and with the advice of legal counsel, that a person not listed above shall be treated as an Interested Person with respect to a particular contract, transaction, or arrangement.

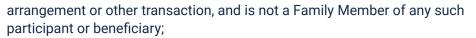
- B. *Interest.* An Interest, whether direct or indirect, through business, investment, or the business or investment of an Interested Person or a Family Member (as defined below), shall mean:
  - 1. An ownership or investment interest in any entity (other than a publicly held entity) with which a System Entity has or is negotiating a transaction or contractual

- 2. A compensation arrangement with a System Entity or with any entity or individual with which a System Entity has or is negotiating a transaction or contractual arrangement;
- 3. A potential ownership or investment interest in or compensation arrangement with any entity or individual with which a System Entity is negotiating a transaction or contractual arrangement; and
- 4. A director/trustee or officer position or other position of substantial influence with respect to an entity that competes with a System Entity.

Compensation includes direct and indirect remuneration as well as gifts or favors. In additional to disclosing the offer and/or acceptance of such compensation as set forth herein, all Trustees, Officers, Key Employees, and Committee Members *shall refuse to accept any gifts in the form of cash or gift certificates* from any entity or individual doing business with or seeking to do business with a System Entity or from any employee of a System Entity in which such Trustee, Officer, Key Employee, or Committee Member has a supervisor relationship. Trustees, Officers, Key Employees, and Committee Members *shall also refuse to accept any gifts or benefits from a potential referral source*.

An Interest is not necessarily a Conflict or Duality of Interest. Under this Policy, an Interested Person has a Conflict or Duality of Interest only if the relevant governing board or committee decides that a Conflict or Duality of Interest exists, as further described below in Article V.

- C. **Family Member.** Family Members, for purposes of this Policy, include a person's spouse or domestic partner, ancestors (e.g., parents, grandparents, great-grandparents), children grandchildren, great-grandchildren, siblings (whether by whole or half blood, natural, or adopted), and the spouses of children, grandchildren, great-grandchildren, and siblings.
- D. Conflict of Interest. A Conflict of Interest occurs when an Interested Person has an Interest that is disclosed as or found under this Policy to be personal and proprietary to the Interested Person or to his or her Family Member, and the promotion or protection of such Interest will or may cause such Interested Person to act in a manner opposed to, incompatible with, or otherwise not fully aligned with the best interests of the System or the achievement of the System's charitable, scientific, and educational purposes.
- E. **Duality of Interest**. A Duality of Interest occurs when an Interested Person has an Interest that is disclosed as or found under this Policy to be <u>not</u> personal or proprietary to the Interested Person or his or her Family Member, where the promotion or protection of such Interest will or may cause such Interested Person to act other than exclusively in furtherance of the best interests of the System and/or the achievement of the System's charitable, scientific, and educational purposes. A Duality of Interest shall include, without limitation, a competing fiduciary or contractual obligation.
- F. **Disinterested Members.** In keeping with the rebuttable presumption of reasonableness test of Treasury Regulations section 53.4958-5, board and committee members are considered disinterested only if, with respect to a particular compensation arrangement or other transaction under consideration, he or she must comply with the following:
  - 1. Is not participating in or benefiting economically from the compensation



- 2. Is not in an employment relationship that is subject to the direction or control of any other member who is participating in or benefiting economically from the compensation arrangement or other transaction;
- 3. Does not receive compensation or other payments that are subject to approval by any other member who is participating in or benefiting economically from the compensation arrangement or other transaction;
- 4. Has no material financial interest that is affected by the compensation arrangement or other transaction; and
- 5. Does not approve a transaction that provides economic benefits to any other member who is participating in the compensation arrangement or other transaction, and who in turn has approved or will approve a transaction that provides economic benefits to the member.

## IV. TRUSTEE AND COMMITTEE MEMBER INDEPENDENCE

#### A. Independence of the Board of Trustees of Hackensack Meridian Health

To assure the exercise of independent judgment by the members of Hackensack Meridian *Health* Board of Trustees and to protect against the perception of risk created when individuals have a material financial or personal relationship with the organization or with its leadership, Hackensack Meridian *Health*'s Board of Trustees shall be composed of solely independent members (other than its CEO [1], who serves *ex-officio*), subject to the exceptions process described in Section IV.B below. Members described as follows are not considered to be independent:

- 1. Members compensated by any System Entity as an employee, officer, or independent contractor;
- 2. Members whose compensation is determined by individuals who are compensated by a System Entity;
- 3. Members who directly or indirectly receive material financial benefits from a System Entity, except as a member of the charitable class served by such entity or as expense reimbursement for a board or committee member;
- 4. Members who are a Family Member of or reside with any individual described in paragraphs (1) through (3) above; or
- 5. Members who are an elected official or whose spouse, parent, child or sibling (whether by whole or half blood, natural or adopted) is an elected official. For the avoidance of confusion, "elected official" shall not refer to individuals who are *appointed* to serve in an official capacity.

[1] During the Co-Leadership Term, any reference to the "CEO" shall mean the "Co-CEOs".

B. Exceptions Process The independence standard described herein is not intended to deny

access to highly qualified candidates. The independence standard may be rebutted if (1) there are compelling circumstances to warrant considering an exception; and (2) the candidate's potential lack of independence is significantly attenuated so as to substantially eliminate any reasonable risk of affecting the candidate's judgment as a board member. Exceptions to the independence standard shall be considered on a facts and circumstances basis by the HMH Governance and Board Development Committee when making its recommendation on candidates to the full governing board.

#### C. Independence of Hackensack Meridian Health Board Committees

To assure the exercise of independent judgment by the members of certain committees of the Hackensack Meridian *Health* Board of Trustees and to protect against the perception of risk created when individuals have a material financial or personal relationship with the organization or with its leadership, the following committees shall be composed of solely independent members (as independence is described in Section IV.A above or more specifically defined in the Charter of such Board committee): (1) Executive and Physician Compensation Committee; and (2) Audit and Compliance Committee. The chairperson and vice chairperson of each committee, except for the co-chairpersons of the Medical Council and the vice chairperson of the Finance Committee, shall be independent, subject to the exceptions process set forth in Section IV.B above.

#### D. Independence of Subsidiary Governing Boards

To assure the exercise of independent judgment by the members of the governing boards of System Entities other than the Hackensack Meridian *Health* Board of Trustees (the **"Subsidiary Governing Boards**") and to protect against the perception of risk created when individuals have a material financial or personal relationship with the organization or with its leadership, each Subsidiary Governing Board shall have at least 75% of its membership composed of independent members (as independence is described in Section IV.A above). Notwithstanding the foregoing, the Board of Trustees of HMH Hospitals Corporation shall comply with the same independence policy as the Board of Trustees of Hackensack Meridian *Health* as set forth in Sections IV.A and IV.B above.

# **V. CONFLICTS AND DUALITIES OF INTEREST**

#### A. Duty to Disclose

Each Interested Person who has an Interest in a transaction or arrangement being considered by a System Entity shall disclose the existence and nature of the Interest and all material facts to the chairperson of the governing board or committee that is considering the proposed transaction or arrangement (or if the chairperson has an Interest to disclose, he or she shall make such disclosure to the vice-chair). For purposes of this Policy, disclosure requires providing promptly to the appropriate persons (as described above) a written description of all material facts regarding the Interest, including whether the Interested Person believes such Interest to result in a real or apparent Conflict or Duality of Interest. Such disclosure shall be made any time an actual, apparent, or potential Conflict or Duality of Interest arises and before the consummation of the contract, transaction, or arrangement that is the subject of the potential Conflict or Duality of Interest.

#### B. Determining Whether a Conflict or Duality of Interest Exists

Upon making a disclosure, an Interested Person may conclude of his or her own volition that a Conflict or Duality of Interest exists. Alternatively, the relevant governing board or committee

shall review the matter and determine whether a Conflict or Duality of Interest exists. In such circumstances, after disclosure of the Interest and all material facts, the Interested Person shall leave the governing board or committee meeting while the determination of a Conflict or Duality of Interest is discussed and voted upon.

#### C. Procedures for Addressing a Conflict or Duality of Interest

- The Interested Person may provide information and input to the relevant governing board or committee, as requested by such board or committee. Thereafter, however, the Interested Person shall leave the meeting room for, and shall not in any way participate in, the deliberations and voting regarding the transaction or arrangement for which there is a Conflict or Duality of Interest.
- 2. If appropriate or warranted, on the basis of the totality of the circumstances, the chairperson of the governing board or committee may appoint a person or committee of persons who have no real or apparent Conflicts or Dualities of Interest with respect to the proposed transaction or arrangement to investigate alternatives to the proposed transaction or arrangement.
- 3. After exercising due diligence, the governing board or committee shall determine whether, with reasonable efforts, the relevant System Entity could obtain a more advantageous transaction or arrangement from a person or entity that would not give rise to a Conflict or Duality of Interest.
- 4. If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a Conflict or Duality of Interest, the governing board or committee shall determine by a majority vote of the Disinterested Members, even if such members may be less than a quorum, whether the transaction or arrangement is in the System's best interest and for its own benefit, and whether the transaction is fair and reasonable to the System, and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

#### D. Violations of the Conflicts and Dualities of Interest Policy

This Policy has been established to protect both the System and the Trustees, Officers, Key Employees, and Committee Members. Willful violations shall not be tolerated.

- 1. If a System Entity board or committee has reasonable cause to believe that an Interested Person has failed to disclose actual or possible Conflicts or Dualities of Interest, it shall inform the Interested Person of the basis for such belief and shall afford such person an opportunity to explain the alleged failure to disclose.
- 2. After hearing the response of the Interested Person and making such further investigation as may be warranted under the circumstances, if the board or committee determines that the person has in fact failed to disclose an actual or possible Conflict or Duality of Interest, it shall take appropriate disciplinary and corrective action. The chosen sanction shall reflect the board or committee's view of the violation's seriousness and the degree of harm or potential harm to the System and may include removal (in the case of a Trustee, Officer, or Committee Member) or termination (in the case of a Key Employee).

#### E. Records of Proceedings

- The names of the persons who disclosed or otherwise were found to have Conflicts or Dualities of Interest, whether determined by the Interested Person or by the remainder of the board or committee; the nature of the Interest; any action taken to determine whether a Conflict or Duality of Interest was present; whether the Interested Person left the meeting room and did not participate in the deliberation and voting with respect to the Conflict or Duality of Interest; and the board or committee decision as to whether a Conflict or Duality of Interest in fact existed.
- 2. The names of all persons who were present for discussions and votes relating to the transaction or arrangement, the general content of the discussion, any alternative transactions or arrangements considered, and any votes taken in connection therewith.

#### F. Annual Statements

The chairperson of each System Entity governing board shall have the affirmative obligation, either directly or through his or her delegates, to implement and periodically publicize this Policy and its procedures to all Trustees, Officers, Key Employees, and Committee Members.

At least annually, each Trustee, Officer, Key Employee, and Committee Member shall sign a statement for the purpose of disclosing Interests that may give rise to Conflicts or Dualities of Interest and affirming that such person:

- 1. Has received a copy of this Policy;
- 2. Has read and understands this Policy;
- 3. Has agreed to comply with this Policy;
- 4. Understands that the System includes nonprofit organizations that are organized and operated exclusively for charitable, scientific, and educational purposes, and, to maintain their federal tax exemption, they must be operated in a manner that is consistent with this Policy; and
- 5. Will report promptly any change in his or her responses that may result from changes in circumstances or any further Interest, situation, activity, interest, or conduct that may develop before completion of his or her subsequent annual questionnaire.

The form annual questionnaire to be completed and signed by each Trustee, Officer, Key Employee, and Committee Member is attached hereto as Attachment 2.

### Attachments

Attachment 1 - IRS Definition of Key Employee

Attachment 2 - Conflicts and Dualities of Interest Questionnaire

Schedule A - System Entity List 2018

### **Approval Signatures**

Step Description	Approver	Date
	: SVP Chief Compliance Officer	01/2022
	: Compliance Officer North	01/2022





Hackensack Meridian *Health* 

Copies of any audits (not financial audit) or reviews (including corrective action plans) completed or in process by DCF (inclusive of DCF Licensing, Divisions and Offices) or other State entities within the last 2 years. If available, a corrective action plan should be provided and any other pertinent information that will explain or clarify the applicant's position. If not applicable, include a written statement.

Not applicable - Hackensack Meridian *Health* (HMH) has not had an audit (not financial) or review (including correct action plan) from DCF or another State entity within the last 2 years.

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#### STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID	SOLICITATION #:	CFDA 93 590	VENDOR/BIDDER:	HMH Hospitals Corp. (dl	ba Hackensack N	Meridian Heal h)
P	CONTRAC	T WITH THE STATE ARE RE	PART 1 CHECKING EITHER THE "YES" OR TH EQUIRED TO COMPLETE THIS FORM I OR/BIDDER IS A NON-PROFIT ENTITY	PURSUANT TO N.J.S.	A. 52:25-24.	
1.		ividuals, corporations, part t in the Vendor/Bidder?	tnerships, or limited liability compani	es owning a 10%	YES	NO
			S "NO", PLEASE SIGN AND DATE THE 'ES", PLEASE ANSWER QUESTIONS 2			
2.	Of those parties of individuals?	owning a 10% or greater in	terest in the Vendor/Bidder, are any	of those parties		
3.		wning a 10% or greater in tnerships, or limited liabil	terest in the Vendor/Bidder, are any <b>ity companies</b> ?	of those parties		
4.			ere any parties owning a <b>10% or gre</b> ility company referenced in Question			
IF	ANY OF THE ANSW	ERS TO QUESTIONS 2 - 4 A	ARE "YES", PLEASE PROVDE THE REQ	UESTED INFORMATI	ON IN PART	2 BELOW.

**OWNERSHIP DISCLOSURE FORM** 

#### PART 2 PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2 - 4 ANSWERED AS "YES".

If you answered "YES" for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Vendor/Bidder. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

#### INDIVIDUALS

NAME		DATE OF BIRTH	
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ADDRESS 1			
ADDRESS 2			
	STATE	ZIP	
NAME		DATE OF BIRTH	
ADDRESS 1			
ADDRESS 2		and the second states and the	
СІТҮ	STATE	ZIP	
NAME		DATE OF BIRTH	
ADDRESS 1			
ADDRESS 2			
	STATE	ZIP	

	PART 2 co	ontinued	
PARTNERSHIPS	CORPORATIONS	<b>LIMITED</b>	LIABILITY COMPANIES

ENTITY NAME			
PARTNER NAME			
ADDRESS 1			
ADDRESS 2			
	STATE	ZIP	
PARTNER NAME			
ADDRESS 1			
ADDRESS 2			
	STATE	ZIP	
PARTNER NAME			
ADDRESS 1			
ADDRESS 2			
	STATE	ZIP	
		20	
PARTNER NAME			
ADDRESS 1			
ADDRESS 2			_
	STATE	ZIP	
	STATE	<u></u> <u></u>	

In the alternative, to comply with the ownership disclosure requirement, a Vendor/Bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

#### CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a <u>continuing obligation</u> from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a <u>criminal offense</u> to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Siri Horvitz	Digitally signed by Siri Horvitz DN: cm=Siri Horvitz, o=HMH Foundation, ou, email=siri.horvitz@hmhn.org, c=US Date: 2022.06.10 32404 - 04'00'	6/10/2022	
Signature (Do not enter vendor ID as a signature)		Date	
Siri Horvitz, Executive Directo	r, Institutional Giving & Grants Management		
Print Name and Title			
FEIN/SSN			
TENY SSI			

#### State of New Jersey Department of Children and Families Statement of Assurance

As the duly authorized Chief Executive Officer/Administrator, I am aware that submission to the Department of Children and Families of the accompanying application constitutes the creation of a public document and as such maybe made available upon request at the completion of the RFP process. This may include the application, budget, and list of applicants (bidders list). In addition, I certify that the applicant:

- Has legal authority to apply for the funds made available under the requirements of the RFP, and has the institutional, managerial and financial capacity (including funds sufficient to pay the non Federal/State share of project costs, as appropriate) to ensure proper planning, management and completion of the project described in this application.
- Will give the New Jersey Department of Children and Families, or its authorized representatives, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with Generally Accepted Accounting Principles (GAAP). Will give proper notice to the independent auditor that DCF will rely upon the fiscal year end audit report to demonstrate compliance with the terms of the contract.
- Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. This means that the applicant did not have any involvement in the preparation of the RFP, including development of specifications, requirements, statement of works, or the evaluation of the RFP applications/bids.
- Will comply with all federal and State statutes and regulations relating to non-discrimination. These include but are not limited to: 1.) Title VI of the Civil Rights Act of 1964 (P.L. 88-352; 34 CFR Part 100) which prohibits discrimination on the basis of race, color or national origin; 2.) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794; 34 CFR Part 104), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act (ADA), 42 U.S.C. 12101 et. seq.; 3.) Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.; 45 CFR part 90), which prohibits discrimination on the basis of age; 4.) P.L. 2975, 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 non-discrimination on public contracts; 5.) Federal Equal Employment Opportunities Act; and 6.) Affirmative Action Requirements of PL 1975 c. 127 (N.J.A.C. 17:27).

- Will comply with all applicable federal and State laws and regulations.
- Will comply with .the Davis-Bacon Act, 40 U.S.C. 276a-276a-5 (29 CFR 5.5) and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.27 et. seq. and all regulations pertaining thereto.
- Is in compliance, for all contracts in excess of \$100,000, with the Byrd Anti-Lobbying amendment, incorporated at Title 31 U.S.C. 1352. This certification extends to all lower tier subcontracts as well.
- Has included a statement of explanation regarding any and all involvement in any litigation, criminal or civil.
- Has signed the certification in compliance with federal Executive Orders 12549 and 12689 and State Chapter 51 and is not presently debarred, proposed for debarment, declared ineligible, or voluntarily excluded. Will have on file signed certifications for all subcontracted funds.
- Understands that this provider agency is an independent, private employer with all the rights and obligations of such, and is not a political subdivision of the Department of Children and Families
- Understands that unresolved monies owed the Department and/or the State of New Jersey may preclude the receipt of this award.
- Will notify the New Jersey Department of Children and Families of any changes to the applicant's organization that alters the ability to continue to provide the services or the qualifications to provide services.

HMH Hospitals Corporation, Inc.

Name of Applicant Organization

Rout Sauet

\_\_ Date \_\_\_\_6/15/2022\_\_\_\_\_

Robert C. Garrett, FACHE CEO Hackensack Meridian *Health* 

Signature

This section is an internal document that is not a public record pursuant to N.J.S.A. 47:1a-1.1 as it constitutes intra-agency advisory, consultative, or deliberative material. Logic Model

#### Hackensack Meridian Health's No Hit Zones LOGIC MODEL

Name of Initiative: Hacken	sack Meridian <i>Health (</i> HMH): Establishing "No Hit Zo	nes" in Northern and Souther	n New Jersey
Target Population: Parents,	children, and community members and staff in HMH	I's Children's Hospitals and tar	get communities
RESOURCES	ACTIVITIES/ OUTPUTS	MID TERM OUTCOMES	DCF LONG TERM OUTCOMES
<ul> <li>Key resources of your program</li> <li>Strong community presence, resources,</li> </ul>	<ul> <li>Tangible things done by program staff that reach participants or targeted people – including frequency, duration, etc.</li> <li>Create/distribute NHZ Program materials throughout partnering HMH medical facilities</li> </ul>	Effects connected to Activities, including changes in behavior, practice, decision making, policies or social action • HMH will be the first hospital system in	Ultimate impact on social, economic, civic or environmental conditions; these are the last set of outcomes that might be observed Increased community safety through
<ul> <li>connections, experience, and leadership re: the safety and well being of children and families</li> <li>Two award-winning Children's Hospitals (Hackensack and Neptune, NJ) with large teams and large patient populations</li> <li>Commitment of HMH and community partners</li> <li>Expert staff in the area of child abuse/maltreatment, behavioral health, data analysis, program implementation</li> <li>Psychology Interns/Fellows</li> <li>Addition of two</li> </ul>	<ul> <li>and community organizations</li> <li>Provide safe spaces and emotional/ behavioral support for parents in need, as well as resources to incorporate positive/productive parenting skills and techniques</li> <li>Expansion of program with community partners including Greater Bergen Community Action, Acelero/Head Start, Neptune schools and more</li> <li>Orient and educate team members and community partners</li> <li>Skillfully intervene, in the moment, when parents are observed to be in distress</li> <li>Provide Family Life Specialists at both childrens' hospitals, who will assist families as necessary</li> <li>Provide free materials, education and focus groups</li> <li>Form Productive/Positive Parenting groups and skills-building sessions</li> <li>Run Focus Groups in coordination with community partners for ongoing evaluation and improvement</li> <li>Collect data for analysis by Doctoral students and program team</li> </ul>	<ul> <li>NJ to implement the NHZ program – and the first in the country to implement the NHZ initiative at a wider network level.</li> <li>Increased community awareness of factors that can inhibit or promote healthy child development.</li> <li>Increased service provision for families in need</li> <li>Increased team and community liaison knowledge and skills in the area of child abuse/maltreatment, behavioral health</li> <li>Improved community collaborations</li> <li>Improved parenting skills, coping</li> </ul>	<ul> <li>education about the negative impact of physical aggression.</li> <li>Decreased reports of child abuse and maltreatment in target communities</li> <li>Decreased family/kinship separations</li> <li>Improved health outcomes for children</li> <li>Community shifts in perceived responsibility for children—from personal to shared respons bility</li> <li>Increased awareness of support networks among community support of policies supportive of children and families, as well as policy change to protect</li> </ul>

Logic Model	570	
<ul> <li>Coordinators focused on Northern and Southern regions</li> <li>Strong Infrastructure and trusting, pre-established relationships between target audience and health providers/community liaisons</li> <li>Cultural Competency and diverse, bilingual staff</li> <li>Experience managing State and Federal programs and working with DCPP, DCF, etc.</li> <li>Community Needs Assessment/HSAC Assessme</li></ul>	<ul> <li>mechanisms, and family functioning</li> <li>Improved parenting skills and enhancement in individual and community understanding of the negative impact of corporal punishment</li> <li>Increased parent recognition post program that spanking is harmful and that there are better ways to discipline</li> <li>Reduction in beliefs that getting help for parenting is bad</li> <li>Increase in seeking help for parenting</li> <li>NJ contributions to a strong and growing national database based on data and findings from this and other NHZ programs throughout the country to inform and enhance efforts to promote child safety and well being</li> </ul>	