

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
P1.10 CONTRACT MODIFICATION FORM

Provider Agency Name: CCDOT \_\_\_\_\_ Modification # 1 \_\_\_\_\_  
Fiscal-Year end: 6/30 \_\_\_\_\_ Contract Term: 10/25/21 \_\_\_\_\_ thru: 6/30/2025 \_\_\_\_\_

Contract # HPLW \_\_\_\_\_ Cognizant Contract: Yes \_\_\_\_\_ No x \_\_\_\_\_  
Division(s) affected by the Modification Division on Women

Date of most recently approved Contract Modification: N/a \_\_\_\_\_  
Requested effective date for this Contract Modification: N/a \_\_\_\_\_  
Check applicable area(s) for modification:

- 1)  Change to the Reimbursable Ceiling: from \$42,511 \_\_\_\_\_ to \$267,511 \_\_\_\_\_
- 2) \_\_\_\_\_ Increase in Total Cost: from \_\_\_\_\_ to \_\_\_\_\_
- 3) \_\_\_\_\_ Change in the Contract term: currently from  / /  to  / / /  to the revised term  / / /  to  / / /
- 4) \_\_\_\_\_ Change exceeding the Flexible Limits.
- 5) \_\_\_\_\_ Transfer of budgeted cost across DCF Contracts or Clusters. (check this)
- 6) \_\_\_\_\_ Transfer of federal and/or other revenue across DCF Contracts or Clusters.
- 7) \_\_\_\_\_ Change to the method of allocating G&A, the indirect cost rate and/or its application.
- 8) \_\_\_\_\_ Addition or deletion of an entire Budget category (A through M individually).
- 9) \_\_\_\_\_ Addition of Line Items within Budget Category (B) Consultants and Professional Fees.
- 10) \_\_\_\_\_ Equipment not in approved budget above \$5,000 per item.
- 11) \_\_\_\_\_ Change in payment methodology.
- 12) \_\_\_\_\_ Change in the payment rate(s)
- 13) \_\_\_\_\_ Change in target population
- 14)  Change in contracted performance standards
- 15) \_\_\_\_\_ Change in contracted level of service
- 16) \_\_\_\_\_ Change in contracted staff/client ratios.
- 17) \_\_\_\_\_ Change of Subcontractors providing direct services or change to subcontracted direct services.

HPLW includes the allocation and expenditure of COVID-19 Recovery Funds, and it is covered by Executive Order No. 166 ("EO 166"), 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).

Through this modification, you are on notice that EO166 extends to contract HPLW.

Attachments included with this Modification:

- Notice of Executive Order 166:
- Standard Language Document
- Federal Rider
- Schedule of Estimated Claims
- Annex B
- Annex A
- Annex A – Application
- September 2022 Notice of Contract Requirements.

This form, its attachments and/or revised section(s) of the programmatic Annex A and/or the revised itemized Annex B Budget, constitute this entire Contract Modification. The persons whose signatures appear below agree to this Contract Modification.

\_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_

\_\_\_\_\_

(Type name)

Title Executive Director

(Type name)

Title Business Manager

Provider Agency: Catholic Charities, DOT

Departmental Component: Department Children & Families

Date: 2/23/23

Date: 3/20/23

DATE EFFECTIVE: \_\_\_\_\_

(To be completed by the Department)



**Schedule of Estimated Claims**

**Third Party Contract Summary Report - Page 1 of 2**

Provider **Catholic Charities Providence HSE - Burl/Ocean**  
 Division **DOW**  
 Contract **23HPLW**  
 Dates **10/25/2021 to 6/30/2025**

**Contract Characteristics**

Reporting Requirements

- None
- Monthly
- Quarterly
- Other

Advance Payments

- None
- Monthly

Type of Contract

- Cost Related
- Non-Cost Related

Reimbursement Type

- Periodic Reported Expenditures
- Installments
- Provisional
- Fixed Rate

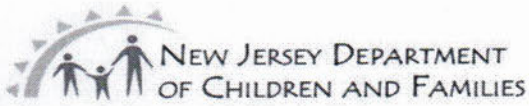
Account and CFDA Information	Amt
1630-091 Family Violence Prevention Services Act-American Rescue Plan (93.671)	\$42,511.00
1630-101 FVPSA ARP DV (93.671)	\$225,000.00
<b>Grand Total</b>	<b>\$267,511.00</b>

Authorized Provider Signature 

Date 2/23/23

DCF Contract Supervisor Signature 

Date 3/20/2023



**Schedule of Estimated Claims**

**Third Party Contract Summary Report - Page 2 of 2**

Provider **Catholic Charities Providence HSE - Burl/Ocean**  
 Division **23HPLW**  
 Contract **23HPLW**  
 Dates **10/25/2021** to **6/30/2025**

<b>Original Contract Ceiling</b>
<b>\$42,511.00</b>

<b>Contract Modifications</b>	
Mod 1	\$225,000.00
Mod 2	\$0.00
Mod 3	\$0.00
Mod 4	\$0.00
Mod 5	\$0.00
Mod 6	\$0.00
Mod 7	\$0.00
Mod 8	\$0.00
Mod 9	\$0.00
Mod 10	\$0.00
	<b>\$225,000.00</b>

<b>Total Contract Ceiling</b>
<b>\$267,511.00</b>

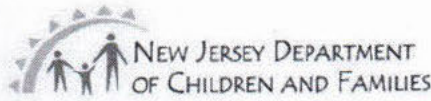
<b>Total Match Amount</b>
<b>\$0.00</b>

<b>Amended Contract Ceiling *</b>
<b>\$267,511.00</b>

<b>Payments by Month *</b>	
<b>2022 July</b>	<b>\$267,511.00</b>
<b>Grand Total</b>	<b>\$267,511.00</b>

<b>Payments by State Fiscal Year *</b>		
<b>2023</b>	<b>1630-101</b>	<b>\$225,000.00</b>
<b>2023</b>	<b>1630-091</b>	<b>\$42,511.00</b>
<b>Grand Total</b>		<b>\$267,511.00</b>

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



Component

1

SEC - ver 08/23/22

Schedule of Estimated Claims  
Third Party Contracts

Provider Name Catholic Charities Providence HSE - Burl/Ocean  
 Component Name Domestic Violence Direct Service Ocean Contract Administrator [REDACTED]

Division DOW Contract No 23HPLW Contract Start 10/25/2021 Contract End 6/30/2025

Type of Funding: 1-Time Funding			
1630-101 FVPSA ARP DV (93.671)			
1	Month	YY	Amount
	July	2022	\$225,000.00
Enter Mod # 1 thru 10 above.	August	2022	
	September	2022	
	October	2022	
	November	2022	
	December	2022	
	January	2023	
	February	2023	
	March	2023	
	April	2023	
	May	2023	
	June	2023	
0.0%	Total		\$225,000.00

Type of Funding: Balance Forward			
1630-091 Family Violence Prevention Services Act-American Rescue Plan (93.671)			
	Month	YY	Amount
	July	2022	\$42,511.00
Enter Mod # 1 thru 10 above.	August	2022	
	September	2022	
	October	2022	
	November	2022	
	December	2022	
	January	2023	
	February	2023	
	March	2023	
	April	2023	
	May	2023	
	June	2023	
0.0%	Total		\$42,511.00

Type of Funding: (enter Type of Funding here from drop-down)			
(enter Account with APU#/Funding Source from drop-down)			
	Month	YY	Amount
Enter Mod # 1 thru 10 above.			
0.0%	Total		\$0.00

Type of Funding: (enter Type of Funding here from drop-down)			
(enter Account with APU#/Funding Source from drop-down)			
	Month	YY	Amount
Enter Mod # 1 thru 10 above.			
0.0%	Total		\$0.00

Type of Funding: (enter Type of Funding here from drop-down)			
(enter Account with APU#/Funding Source from drop-down)			
	Month	YY	Amount
Enter Mod # 1 thru 10 above.			
0.0%	Total		\$0.00

Type of Funding: (enter Type of Funding here from drop-down)			
(enter Account with APU#/Funding Source from drop-down)			
	Month	YY	Amount
Enter Mod # 1 thru 10 above.			
0.0%	Total		\$0.00

Type of Funding: (enter Type of Funding here from drop-down)			
(enter Account with CFDA from drop-down)			
	Month	YY	Amount
Enter Mod # 1 thru 10 above.			
0.0%	Total		\$0.00

Type of Funding: (enter Type of Funding here from drop-down)			
(enter Account with CFDA from drop-down)			
	Month	YY	Amount
Enter Mod # 1 thru 10 above.			
0.0%	Total		\$0.00

Type of Funding: (enter Type of Funding here from drop-down)			
(enter Account with CFDA from drop-down)			
	Month	YY	Amount
Enter Mod # 1 thru 10 above.			
0.0%	Total		\$0.00

Component Match Percentage	0.00%
Component Match Amount	\$0.00
Original Component Ceiling	\$42,511.00
Modifications to Component Ceiling	\$225,000.00
Total Component Ceiling	\$267,511.00

Mod 1	\$225,000.00	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

NOTES:  
 New Contract  
 Includes- Agency requested and approved to carry forward \$42,511 (21-1630-091 FVPSA ARP) from FY22 to FY23. **\*\*FUNDING ALREADY PAID- DO NOT PAY\*\***  
 Mod1-One Time FVPSA ARP Funding- \$225,000 Eff: 10/25/21-9/30/25. Funding to be paid in one lump sum Eff: 7/1/22. CFDA # 93.671, FFY 22, \$225,000

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
ANNEX B: CONTRACT INFORMATION FORM  
PAGE 1 OF 17

Agency: Catholic Charities Diocese of Trenton, NJ 08618  
 Address: [Redacted]  
 Phone: [Redacted]  
 Chief Executive Officer: [Redacted]  
 Prepared By: [Redacted]

Date: 2/15/2022

Agency Federal ID#: [Redacted]  
 Charities Registration #: [Redacted]  
 Non-Profit Agency     For-Profit Agency     Public Agency  
 Budget Period: 7/1/22 to 6/30/25    Agency Fiscal Year End: 12/2022  
 Schedules Completed: 1 2 3 4 5 6  
 Cash Basis     Accrual Basis

Contracting Division	Contract #	Program Name	Reimbursable Ceiling	Type of Service	Contract Type	Payment Method	Division Contact Person	Provider Agency Contact Person and Telephone #
DOW	#23HPLW	DV Direct Service FVPSA ARP R1 -447	\$ 42,511	DV Shelter	Cost	Advanced	[Redacted]	[Redacted]
DOW	#23HPLW	FVPSA - ARP 2	\$ 225,000	DV Shelter	Cost	Advanced	[Redacted]	[Redacted]
		TOTAL	\$ 267,511					

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.

[Redacted Signature]

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.

\_\_\_\_\_  
 Fiscal Officer

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
ANNEX B: CONTRACT INFORMATION FORM  
PAGE 1 OF 17**

Agency Catholic Charities, Diocese of Trenton  
 Address [REDACTED]  
Trenton, NJ 08618  
 Phone [REDACTED]  
 Chief Executive Officer [REDACTED]  
 Prepared By [REDACTED]

Date 2/15/2022

Agency Federal ID# [REDACTED]  
 Charities Registration # [REDACTED]  
 Non-Profit Agency     For-Profit Agency     Public Agency  
 Budget Period: 7/1/22 to 6/30/25    Agency Fiscal Year End: 12/2022  
 Schedules Completed: 1 2 3 4 5 6  
 Cash Basis     Accrual Basis

Contracting Division	Contract #	Program Name	Reimbursable Ceiling	Type of Service	Contract Type	Payment Method	Division Contact Person	Provider Agency Contact Person and Telephone #
DOW	#23HPLW	DV Direct Service FVPSA ARP R1-447	\$ 42,511	DV Shelter	Cost	Advanced	[REDACTED]	[REDACTED]
DOW	#23HPLW	FVPSA - ARP 2	\$ 225,000	DV Shelter	Cost	Advanced	[REDACTED]	[REDACTED]
		TOTAL	\$ 267,511					

**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





























Agency: Catholic Charities, Dio  
Contract#: 23HPLW

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
ANNEX B  
SCHEDULE 3-APPLICABLE CREDITS  
PAGE 14 OF 17

- PURPOSE
- BUDGET PREPARATION
  - MODIFICATION BUDGET
  - EXPENDITURE REPORT PERIOD COVERED

THIS SCHEDULE IS NOT APPLICABLE

10/25/21-6/30/25

#	DESCRIPTION OF CREDIT/INCOME	AMOUNT	TREATMENT (EXPENSE ITEM OR CATEGORY OFFSET)	EXPLANATORY NOTES
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				







**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
NOTICE OF STANDARD CONTRACT REQUIREMENTS,  
PROCESSES AND POLICIES  
FOR SOCIAL SERVICE AND TRAINING CONTRACTS  
(Revised June 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 Standard Language Document (SLD), or the Individual Provider Agreement (IPA), or the Department Agreement with a State Entity. Contractors may view these items on the internet at: <https://www.nj.gov/dcf/providers/contracting/forms/>
- B. the terms and conditions of the policies of the Contract Reimbursement Manual and the Contract Policy and Information Manual. Contractors may review these items on the internet at: <https://www.nj.gov/dcf/providers/contracting/manuals>
- C. all applicable State and Federal laws and 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: <https://www.nj.gov/dcf/providers/contracting/forms/>
- 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.

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

- A. As noted in Section 5.12 of the SLD, or in Section 5.03 of the IPA, the initial provision of funding and the continuation of such funding under this contract is expressly dependent upon the availability to DCF of funds appropriated by the State Legislature and the availability of resources. Funds awarded under this contract program may not be used to supplant or duplicate existing funding. If any scheduled payments are authorized under this contract, they will be subject to revision based on any audit or audits required by Section 3.13 Audit of the Standard Language Document (SLD) and the contract close-out described in: [Contract Closeout - CON-I-A-7-7.01.2007 \(nj.gov\)](#)
- B. 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.
- 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: <https://www.nj.gov/dcf/SafeChildStandards.pdf>
- H. NJ Rev Stat § 9.6-8.10f (2017) requires DCF to conduct a check of its child abuse registry for each person who is seeking employment in any facility or program that is licensed, contracted, regulated, or funded by DCF to determine if the person is included on the child abuse registry as a substantiated perpetrator of child abuse or neglect. Contractors are to utilize the Child Abuse Record Information (CARI) Online Application to set-up a facility account by visiting: <https://www.njportal.com/dcf/cari>
- I. DCF staff may conduct site visits to monitor the progress and problems of its contractors in conforming to all contract requirements and in accomplishing its responsibilities. The contractor may receive a written report of the site visit findings and may be expected to submit a plan of correction, if necessary, for overcoming any problems found. Corrective Action Plan (CAP) requirements, timeframes and consequences are explained in the DCF policy found on the internet at: [https://www.nj.gov/dcf/policy\\_manuals/CON-I-A-8-8.03\\_issuance.shtml](https://www.nj.gov/dcf/policy_manuals/CON-I-A-8-8.03_issuance.shtml)
- J. 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.
- 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, to renew expired forms filed with the NJ Department of Treasury and to notify Treasury in writing of any changes to the information initially entered on these forms. Failure to timely submit updated documentation and required reports may result in the suspension of payments and other remedies including termination.

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

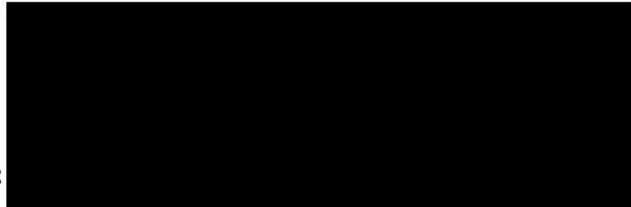
- A. If services are provided at licensed sites, contractors must meet all DCF, and other applicable Federal, Licensure Standards.
- B. If services are paid with Medicaid funds, contractors must have the demonstrated ability, experience, and commitment to enroll in NJ Medicaid, and subsequently submit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

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

2. make good faith efforts to comply with COVID-19 minimum health and safety protocols issued by DCF to adequately ensure the safety of the contractors, employees, and service recipients until the 366<sup>th</sup> day following the end of the public health emergency and state of emergency declared by the Governor in Executive Order No. 103 of 2020. The Commissioner of DCF shall take into account, prior to awarding or renewing any contract, any prior failures reported by any interested party to demonstrate a good faith effort to contain, limit, or mitigate the spread of COVID-19 among the covered contractor's employees or service recipients and require at a minimum the submission of a CAP to contain, limit, or mitigate the spread of COVID-19 cases. Should the contractor fail to implement a plan or repeatedly fail to demonstrate good faith efforts to contain, limit, or mitigate the spread of COVID-19, the Commissioner shall act, including financial penalties or cancellation or non-renewal of the contract.
- H. If 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.
- I. If a contract includes the allocation and expenditure of COVID-19 Recovery Funds, then it is covered by Executive Order No. 166 (EO166), which was signed by Governor Murphy on July 17, 2020. The Office of the State Comptroller ("OSC") is required to make all such contracts available to the public by posting them on the New Jersey transparency website developed by the Governor's Disaster Recovery Office (GDRO Transparency Website), and by subjecting them to possible review by an Integrity Monitor.

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

Signature:



Printed Name:

Title: Executive Director

Provider Agency: Catholic Charities, Diocese of Trenton

Date: 8/31/22



# Attachment 1 STATE OF NEW JERSEY RIDER FOR PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS (REVISED 11/12/2020)

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.

- i. 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—
  1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  2. Meeting contract performance requirements; or
  3. At a reasonable price.
- ii. 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 equal opportunity 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 11246 of 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 in accordance 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 it fails 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 in excess 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.
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.

##### **Federal Water Pollution Control Act**

1. 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 tier up 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**

- (a) 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

Contract Number: 23HPLW  
Contract Period: 7/1/2022-9/30/2025

# ANNEX A

**I. Please indicate which Division/Office the Contract is being awarded through:**

- DIVISION OF CHILDREN’S SYSTEM OF CARE (formerly DCBHS)
- DIVISION OF FAMILY AND COMMUNITY PARTNERSHIPS (formerly DPCP)
- DIVISION OF CHILD PROTECTION AND PERMANENCY (formerly DYFS)
- DIVISION ON WOMEN (DOW)
- TRAINING ACADEMY
- OFFICE OF COMMUNICATION AND PUBLIC AFFAIRS
- OFFICE OF EDUCATION
- OFFICE OF ADOLESCENT SERVICES

**II. Please list all programs that are funded through this contract (attach sheet if more than 20 programs):**

- |                        |           |
|------------------------|-----------|
| 1. Fvpsa - Arp - Ocean | 11. _____ |
| 2. _____               | 12. _____ |
| 3. _____               | 13. _____ |
| 4. _____               | 14. _____ |
| 5. _____               | 15. _____ |
| 6. _____               | 16. _____ |
| 7. _____               | 17. _____ |
| 8. _____               | 18. _____ |
| 9. _____               | 19. _____ |
| 10. _____              | 20. _____ |

**Note:** Each program must have its own Section 2 which includes the following:

- Section 2.1 Program Name and Service Delivery Information**  
*(Please Note: Effective 9/2011 this section of the Annex A has been removed from the package to facilitate the DCF Resource Directory. Section 2.1 will be provided by DCF Contract Administrators)*
- Section 2.2 Program Description**
- Section 2.3 Service Outcomes & Performance Measures**
- Section 2.4 Personnel Information Sheet**
- Section 2.5 Level of Service Form**

**ANNEX A**

**SECTION 1**

**AGENCY  
INFORMATION**

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

SECTION 1

INSTRUCTIONS FOR COMPLETING AGENCY INFORMATION

**Section 1.1: Authorized Signatures**

**Name and Position:** Enter the name and position of the person(s) authorized to sign or be responsible for each transaction listed.

**Number of Signatures Required:** Enter the number of signatures required for each transaction. Those documents that require a specific number have already been entered.

**Section 1.2: Agency/Organization Description**

Answer and clearly label all questions as outlined.

**Section 1.3: Agency Personnel Information**

List core staff whose functions and responsibilities extend across the various contracted programs (i.e. Administrative Staff, CFO, CEO, Clinical Director). Staff listed in this section need not be included in Section 2.4 (each program will require listing of personnel dedicated to the identified program).

*Example: If agency is contracted for 5 programs, and a social worker works in all of these programs, list this person on the core agency personnel sheet (Section 1.3). If the social worker works in only four out of the five programs, do not include this person on the core agency personnel sheet. This staff person will be listed on each of the four relevant program personnel sheets (Section 2.4) which is part of Section 2.*

Column 1: List full-time and part-time positions funded. List the title of each full-time and part-time position in your agency. Do not include maintenance staff.

Columns 2 through 5: Complete the remainder of the form by listing for each position, in the appropriate column, the following information:

- Name of employee
- Work hours
- Qualifications, including any degrees, licenses, certificates, etc. that the employee possesses and which are pertinent to his/her position; and
- The functional job duties of the employee

**Note:** Staff listed on the personnel information forms (Section 1.3 and Section 2.4) must also be represented on the Annex B budget presentation, when applicable.

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

Contract Number: 23HPLW

**Annex A  
AGENCY/ORGANIZATION DESCRIPTION  
Section 1.2**

**Provide a brief summary of the organization and its history. Clearly label your answers as outlined below.**

- 1. Summarize the agency's purpose and mission.**
  - **Indicate long and short term goals**
  - **Identify the agency's method for goal measurement**

Catholic Charities, Diocese of Trenton is a faith-inspired social service agency incorporated in 1913. Our mission directs us to alleviate human suffering and we do that through a wide variety of services including behavioral healthcare; domestic violence prevention, sheltering and counseling; help with basic needs such as food and clothing; housing assistance, job training and supported employment; and addiction treatment.

Catholic Charities is a private, non-profit organization and a member of the Catholic Charities USA network that touches the lives of over 100,000 people in central New Jersey each year. Our compassionate and experienced clinicians provide proven, evidence-based mental health treatment services to help those faced with mental illness and/or addiction. Our domestic violence treatment, sheltering and prevention services were among the state's first, helping families and individuals achieve peace in their homes and end the generational cycle of abuse. Specialized counseling services offering the latest trauma-focused interventions have achieved an excellent record of success in helping individuals and families recover from child sexual abuse. Our cornerstone program continues to innovate ways to help vulnerable individuals meet basic needs and achieve self-sufficiency. Catholic Charities does not discriminate based on race, age, gender, sexual orientation, and/or religion in its hiring practices and serves individuals and families in need regardless of faith and/or religious background or affiliation.

The mission of Catholic Charities Diocese of Trenton is to alleviate human suffering and to improve the quality of life of individuals and families, especially the poor and vulnerable, through service, advocacy, and community building.

Providence House Domestic Violence Services (PHDVS) is a program of Catholic Charities that assists victims of domestic violence with a continuum of care of domestic violence services in Burlington and Ocean Counties. The focus of PHDVS is to help facilitate the journey of each individual victim of domestic violence from victim to survivor. As a component of a larger umbrella organization, PHDVS is fortunate to have the backing and leadership of Catholic Charities in terms of organizational structure, longevity, reputation, and internal resources. Providence House is comprised of a versatile system of services that addresses the universal dynamics of domestic violence and also can easily be tailored to fit the unique needs of each individual.

PHDVS-Burlington was established in 1978 in Burlington County and PHDVS-Ocean was established in 1986 in Ocean County. As a component of Catholic Charities, the mission of Providence House is to promote peace in all homes through education, empowerment, and

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

advocacy, while providing a refuge from abuse. All PHDVS services are provided free of charge and follow HIPAA guidelines. PHDVS is one of the oldest and most comprehensive domestic violence providers in the state of New Jersey and has been offering services for 40 years.

As a program of Catholic Charities, PHDVS takes part in forming and fulfilling a Balanced Scorecard Initiative (that incorporates our Strategic Plan goals). The Strategic Objectives for 2022 are:

1. Provide Excellent Client/Customer Services
  - Be preferred provider of payers, funders, and referral sources
  - Increase Board engagement
2. Strengthen financial sustainability
  - Provide quality cost-effective care
  - Optimize Revenue Streams
3. Build Centers of Excellence Brand
  - Advocate for Change
  - Communicate Outcomes
4. Implement Trauma Informed Care Model
  - Ensure Rapid Access to Services and Maximize Volume
  - Enhance Quality Care
5. Create Centers of Excellence
  - Review operations to support Trauma Informed Care
  - Improve Internal Communication, Collaboration and Integration
6. Create a structure and culture supporting a trauma informed agency
  - Develop core staff into leaders through mentoring and succession planning
  - Champion a performance driven measurement agency culture

These initiatives are monitored and measured by the Catholic Charities, Diocese of Trenton leadership team and Board of Trustees. The measurement of each goal is dictated by its purpose. For instance, some of the data collection tools chosen to gauge the Success of Providing Excellent Client/Consumer Service are: percentage of client/consumers who achieve their stated service goals or report being helped, record review, and/or perceptio survey.

**2. Describe the agency's progress toward achieving administrative goals from the previous year. Elaborate upon any administrative, programmatic, or fiscal changes from the previous contract period.**

PHDVS forms its own strategies based upon the overall Catholic Charities Strategic Objectives. For 2020, goals were achieved as follows:

Goal 1 - Implement Balanced Scorecard Initiatives: Centers of Excellence

Objective: Become a provider of choice through creation of Centers of Excellence.

Progress: Staff was interviewed and appeared in a newspaper article. PHDVS was featured in numerous social media postings and in Catholic Charities blogs. In addition, staff participated in surveys issued by DCF and began monthly reporting via Survey Monkey. Staff maintained frequent communication with DCF and the NJCEDV, as well as other funders.

PHDVS kept in regular communication with other service providers and those agencies with which we hold affiliation agreements. Management provided daily communication with all staff via phone, email, Zoom meetings, and physically distanced/masked in-person meetings transitioning into weekly and monthly meetings as changes took place. Procedures/protocols related to the pandemic were created and existing policies were changed to comply with State mandates. Staff

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

also remained in regular contact with clients regarding changes to provision of services, referrals/resources available, etc. Services were provided throughout the pandemic with the use of hotel/motel shelter placements, sanitizing, and PPE.

Goal 2 - Implement Balanced Scorecard Initiatives: Trauma Informed Initiative

Objective: Develop a Center of Excellence for Trauma Specific Services.

Progress: As part of our trauma informed initiative, all Key Performance Indicators (KPIs) are currently being tracked and reported at a monthly management and leadership meetings. All KPIs are currently meeting or exceeding benchmarks. In addition, a PHDVS representative attended and actively participated in the trauma informed work group of Catholic Charities.

Goal 3 - Strengthen the infrastructure of PHDVS

Objective: PHDVS will seek additional opportunities to address new funding gaps and develop strategies to strengthen the PHDVS service area.

Progress: PHDVS benefited from two new Partner in Peace events as well as securing new funding from VCH Housing, The Grunin Foundation, Manasquan Bank, COVID DCF Fund, and three CDBG grants.

Goal 4 - Ensure that victims of domestic violence and their children in Burlington and Ocean counties are receiving the most cutting edge and progressive services available.

Objective: Ensure all programs within Providence House are working together to meet the needs of the clients we serve and explore all viable options to meet client needs in light of the COVID-19 pandemic.

Progress: PHDVS was granted CDBG funding to enhance the safe house facility as well as adapting programs to meet the COVID-19 pandemic challenge including, Telehealth and telephonic services, staggered group times and additional groups, and one family per room at the Safe House.

**3. Describe the Agency's self-evaluation process.**

- **Identify the tools used**
- **Explain their function in the quality improvement process**
- **Summarize the results of the evaluation from the previous contract period and the changes the agency implemented in response to the findings**

Evaluation and quality improvement are key elements of all Catholic Charities programs. Providence House has a multi-tiered system of checks and balances and collects both quantitative and qualitative data to ensure that goals and objectives are being met. Quantitative indicators are tracked to measure levels of service provided. Both quantitative and qualitative indicators, collected through client satisfaction surveys, speaking engagement surveys and program records, measure program outcomes. This data informs program management and fulfills reporting requirements.

Counsel on Accreditation

Catholic Charities undergoes a rigorous site visit and review process, by the Council on Accreditation (COA) in order to obtain re-accreditation. Catholic Charities is proud to uphold this status which represents the highest measure of peer acknowledgement of the agency's practices, mission and values. The COA reviewers commented that they were "amazed" at the commitment, compassion, and care of our staff. The COA site reviewer made the following observation: "The [Providence House] Safe House was such a comfort home - never felt like you were in an



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

institution." Another reviewer added, that our programs were, "incredibly organized" with "systems in place that serve a purpose and make sense." In their final review, it was noted that the strengths of our agency included: the longevity of staff, our trauma informed services, and the passion and dedication of staff. While the agency's mission remains unchanged, the vision statement was updated and refreshed to align with the agency's goals for the second century of service. The vision of Catholic Charities is "Together we provide hope and opportunity for renewing lives, through a compassionate approach to individuals and families affected by trauma and adversity."

**Data Collection/Statistical Evaluation**

As a program of Catholic Charities, PHDVS utilizes the Anasazi web-based software program to track statistics on every aspect of client service. Through this database, staff enters details about services provided to survivors such as the duration and quantity of counseling sessions, group sessions, case management services, transportation provided, and advocacy, to name a few. The Anasazi system is able to use this information to generate accurate and detailed reports of the duration and amount of client services outlined in the goals and objectives section of this application. The information is then reported to funding sources in quarterly and yearly reports.

**Evaluation Forms**

Client surveys, which are sensitive to the experiences and progress of program participants are collected on an ongoing basis and will be highlighted for various reporting sources. This evaluation form addresses the major barriers survivors routinely face. The evaluation form is very comprehensive, asking survivors to assess not only programs and staff service, but also to share what they believe the impact of services has been on their experiences, on their ability to address the barriers in their lives, and on their healing. The client evaluation forms are tracked in Excel so that staff can evaluate the program's abilities to address the issues of safety, social isolation, self-confidence, housing, financial resources, and education.

The following results reflect the 2020 program year. Upon completion of our programs at PHDVS, 99% of clients self-reported that they felt safer and more knowledgeable of ways to ensure their safety, exceeding the benchmark of 90%. There were 97% of clients who felt less isolated, exceeding the benchmark of 80%. There were 98% of clients who self-reported that they felt more confident in their decision making, well exceeding the benchmark of 80%. There were 92% of clients in need of housing who self-reported that staff helped them through referrals or other assistance, to locate appropriate housing, well exceeding the benchmark of 50% as well as 94% of clients in need of financial assistance who self-reported that staff helped them through referrals or other assistance, so that they are better able to pay their bills, exceeding the benchmark of 90%. Lastly, 99% of clients self-reported that they felt more knowledgeable about the dynamics of domestic abuse, again exceeding our benchmark of 85%.

**Service Plans**

Staff of PHDVS also rely heavily on individualized service plans, which are reviewed on a regular basis and offer a very effective tool with which to measure whether clients are achieving their goals and feeling productive within the program. During review, staff ensures that all clinical group notes have been completed, that goals have been accomplished, and that notes reflect movement toward goals. Goals are considered achieved if at least 50% of the objectives for each goal are met. This means that if a client has two goals with four objectives beneath each goal, the client, on a regular basis, must be achieving a total of two objectives beneath each goal, or a total of four objectives.

**Overall Program Assessment**

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

The program and all client files are monitored by supervisors who review files and meet with staff on a weekly basis. Furthermore, Catholic Charities' overall Quality Improvement (QI) Committee monitors the success of all PHDVS programming, which reviews the effectiveness and appropriateness of services offered by Catholic Charities. Catholic Charities utilizes the "Plan-Do-Study-Act (PDSA) method" of implementing our Continuous Quality Improvement (CQI) efforts. The PDSA model is a rapid-cycle, four stage problem solving model for improving processes or testing change. This model provides a clear-cut system, accessible to all staff, to test out possible improvements and identify results. The structure of the system fosters creative thinking and a clean process to interpret outcomes.

Additionally, management and supervisory staff of PHDVS review the success of the program and the cases of clients who utilize additional Providence House Services through various meetings that offer opportunity for assessment. For example, on a regular basis, Clinical and Case Management meetings are held and client cases are reviewed and advocacy options are discussed.

**4. Provide a brief description of the agency's most significant accomplishment to date.**

Our most significant accomplishment over the past year has been the adaptation and flexibility of our programs and staff to meet the needs of domestic violence survivors in the ever changing COVID-19 pandemic environment: details follow.

**Safe House**

The ongoing pandemic has had a significant impact on how we operate our Safe House program. The following adaptations have been made since the start of the pandemic:

- PHDVS never closed its doors to clients needing shelter from abuse. Policies and protocols were adjusted as needed, based on guidance from the CDC and Catholic Charities.
- Throughout the pandemic, staff and clients were required to maintain appropriate physical distancing and wear masks in common areas of the facility. All staff and clients are required to do temperature checks and complete a COVID screening form for themselves and their children upon entry to facility and/or daily. Hand sanitizer and other cleaning and sanitizing products have been placed throughout the facility and clients and staff are asked to disinfect all areas after personal use.
- All residents are asked to notify staff of any potential exposures, avoid unnecessary travel and continue to notify staff of their whereabouts.
- In order to ensure the safety and well-being of all clients, bedroom capacities within the Safe House were adjusted to have only one family/individual per room. Although the Safe Houses are capable of housing up to 27 women and children at any given time, this change in protocol limited our in-shelter capacity.
- When the shelter facility is at capacity, all other individuals and families seeking placement have been placed in local, off-site hotels. They are still provided with all the basic necessities and food and are provided with the same services as clients who are physical on site. Those clients in hotel placement were provided with case management, referrals and daily telephone contacts. Staff brings food and supplies, as needed, to the motel to ensure that our clients had their basic needs met for food and essentials, despite being outside of the Safe House facility.
- Residents being housed in local motels are expected to check in daily and report any concerns regarding potential exposure and/or symptoms.
- Since the latter half of 2020, funder changes in Safe House eligibility guidelines and ongoing challenges related to the pandemic has resulted in our Safe Houses managing an unprecedented

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

number of clients who are physically housed in multiple locations (the Safe Houses and several separate area motels). During this time, staff in both counties worked tirelessly to meet the needs of a client caseload triple (and for a brief period, quadruple) what we were accustomed to. At the end of March 2021, due to tireless advocacy on the part of the Service Area Director of Children and Family Services (CFS), PHDVS in Ocean and Burlington Counties were granted the ability by our funders to reinstate the Catholic Charities safety risk assessment screening process for domestic violence survivors seeking shelter placement - accepting into residential placement only those callers in immediate danger of potential physical harm.

-Since the start of the pandemic, Providence House has utilized ServPro several times to deep clean the Safe House facilities in an effort to establish and preserve a safe and healthy environment for clients and staff. ServPro also completed periodic cleanings of 'high-touch' areas during the interim between the deep cleans.

**Safe House Children's Program (Ocean County)**

-We have noted a reduction in the amount of children participating in the Children's programs due to the fact that many have been placed off site due to lack of space available at the Safe House.

-Since the start of the pandemic, the Children's Domestic Violence Advocate has focused much of her energies on educating child residents on mask wearing, maintaining physical distance, proper hygiene and cleanliness.

-Children have been offered a quiet and private space to attend school virtually, if needed.

-In 2020, summer camp was held only for children physically in Safe House placement. Many parents were not interested in their children going on a trip due to the ongoing pandemic.

**Safe House Children's Program (Burlington County)**

-We have noted a reduction in the amount of children participating in the Children's program due to the fact that many have been placed off site due to lack of space available at the Safe House.

-Since the start of the pandemic, there has been increased focus on educating child residents on mask wearing, maintaining physical distance, proper hygiene and cleanliness.

-Children have been offered a quiet and private space to attend school virtually, if needed.

**Counseling Center (Burlington County)**

-Throughout the pandemic, the Counseling Center never stopped providing services to clients in need. Protocols and procedures have been adapted as needed, based on guidance provided by the Catholic Charities COVID working group.

-Staff and clients are required to maintain appropriate physical distancing and wear masks in common areas of the facility. All staff and clients are required to do temperature checks and complete a COVID screening form upon entry to facility. Hand sanitizer has been placed throughout the facility for use by clients and staff.

-High touch and communal areas are disinfected at the start of every work day. Staff is also encouraged to disinfect their personal workspaces on a daily basis.

-The Counseling Center has been utilizing larger group spaces for the provision of in-person services, so that appropriate physical distancing can be maintained. These areas and surfaces within are disinfected after every session. Due to the social distancing guidelines, there are only two rooms in the building that were able to accommodate groups. A monthly room schedule was created so that all staff could sign out when they needed the space.

-In-person groups were suspended in the middle of March 2020 and staff kept contact with clients via phone or in person one-on-one. At the beginning of the year, all services were in-person and staff was unable to work from home for multiple reasons to include lack of technological capability. Multiple grants came about due to COVID that allowed almost all staff to switch from a desktop to a laptop which made it easier to work a hybrid week and also provide built in cameras to attend

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

meetings which were now being held via Zoom. Eventually a virtual private network (VPN) was established to make it possible for staff to work from home and have access to all their files. All direct service staff were still based out of the office as client work was not allowed to be done from home. PHDVS tried one telehealth platform that was geared towards non-profits but had multiple issues with ease of use so eventually switched to and is currently using doxy.me.

-Since March of 2020, Counseling Center staff has been providing telephonic services for clients who are immune compromised or otherwise unwilling/unable to attend in-person session. Due to both the increased confidentiality regulations for programs that serve victims of domestic violence and the HIPAA requirements of our agency, we are unable to utilize the typical virtual platforms other programs are using (i.e. Zoom) for the provision of the domestic violence educational sessions offered by the Counseling Center domestic violence advocate.

-Once groups were able to resume, DV Education and Open Support groups were no longer held concurrently because of space and capacity concerns. Staff started holding more groups throughout the week with fewer clients in them. Groups ranged from 2-7 clients. Staff also provided more services one-on-one via phone to accommodate those that were concerned with COVID or had childcare issues.

**Outreach Program (Ocean County)**

-Throughout the pandemic, the Providence House Outreach program never stopped providing services to clients in need. Protocols and procedures have been adapted as needed, based on guidance provided by the Catholic Charities COVID working group.

-Staff and clients are required to maintain appropriate physical distancing and wear masks in common areas of the facility. All staff and clients are required to do temperature checks and complete a COVID screening form upon entry to the facility. Hand sanitizer has been placed throughout the facility for use by clients and staff.

-High touch and communal areas are disinfected at the start of every work day. Staff is also encouraged to disinfect their personal workspaces on a daily basis.

-The Outreach program has been utilizing our larger group spaces for the provision of in-person services, so that appropriate physical distancing can be maintained. A blank schedule is posted weekly on the door of each space so that staff can reserve the space to facilitate their sessions. These areas and surfaces within are disinfected after every session.

-During the first several months of the pandemic, staff established a plan to reach out to all current clients via telephone to check in and provide support and resources, as needed.

-Since March of 2020, the Outreach staff has been providing telephonic services for clients who are immune compromised or otherwise unwilling/unable to attend in-person session. Due to both the increased confidentiality regulations for programs that serve victims of domestic violence and the HIPAA requirements of our agency, we are unable to utilize the typical virtual platforms other programs are using (i.e. Zoom) for the provision of the domestic violence educational sessions offered by Outreach domestic violence advocates.

-Outreach group start times have been staggered in order to minimize clients congregating in the waiting room.

Outreach groups were put on hold from March-July of 2020. Since groups have resumed, we've capped group capacity to ensure that COVID guidelines regarding physical distancing can be maintained.

-Outreach groups were also temporarily paused from December 21, 2020 through January 18, 2021, in order to minimize exposure during a time that Ocean County was experiencing a surge in COVID cases.

**PALS**

-Individual telehealth sessions were offered.

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

- In 2020, PALS conducted research and worked to secure a telehealth platform that was both VAWA-compliant and HIPAA-compliant. Unfortunately, the initial platform chosen (Cyph) presented a multitude of technological issues for staff and clients alike, which greatly interrupted the therapeutic process. Staff attempted to work with their contract from Cyph to improve these issues but very little was resolved. PALS was able to transition to doxy.me in 2021 and the technology issues have improved, allowing for a better therapeutic experience for our clients.
- Masks have been used for all in-person sessions
- In-person sessions were staggered to avoid having multiple families in the waiting room and to allow ample time in between each session to clean/sanitize materials, chairs, and tables.
- Staff provided "telehealth kits" to clients receiving virtual services that included art and music materials.
- PALS introductory tours, Welcome Meetings and graduations were held with individual families, as opposed to multiple families attending at one time.
- In Burlington County, all children's groups were held virtually. In Ocean County, most children's groups were held virtually.
- For the first several months of the pandemic, parenting support group was placed on hold and parents were provided individual parenting support while their child(ren) were in session. In Ocean County, staff reinitiated offering a virtual parenting support group during the first quarter of 2021. Attendance has been sporadic, but staff continues to offer this opportunity for connection among parents in the program. As of June 2021, a decision was made to open this group to all clients within the Providence House program who have children and would benefit.
- Funding allowed for the acquisition of laptops so that therapists could provide telehealth in therapy rooms.
- PALS parents were provided the option to complete intakes via phone or in person.
- Families participating in in-person services were screened with COVID questions and temperature checks.
- (Burlington County) Family Nights, which were previously held inside, were held outside the building, including summer, fall, and winter family nights; each family had their own table to enjoy dinner and work on arts and crafts projects, as well as activities.

**Domestic Violence Liaison Program**

-DVLs have shifted their practice entirely remote services, in order to accommodate the needs of the DCP&P local offices. The physical DCP&P offices have been closed since March of 2020 with the anticipation of reopening in September of 2021. The DVLs are utilizing virtual platforms in order to attend DCP&P staff meetings, provide case consultation and direct service, and to facilitate trainings. In July of 2021, the DVL program received guidance from the Department of Children and Families, permitting them to accompany case workers into the field for home visits. The DVLs have been utilizing all necessary COVID precautions when doing so.

**5. Explain how the agency collaborates and/or networks with other public and private agencies to serve children and families in the community. Elaborate upon agency outreach efforts.**

Because of the all-encompassing nature of domestic violence services it is imperative that program staff outreach to the community in order to establish solid collaborative relationships with working partners and stay abreast of the services offered within the community in order to increase positive outcomes for survivors.

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

PHDVS is a member of the New Jersey Coalition to End Domestic Violence (NJCEDV), where membership and participation of active committees has encouraged an active working relationship between the agencies with an emphasis on advocacy at the state and local level.

PHDVS in both counties have a Community Affairs Program to reach out to new agencies in Burlington and Ocean Counties in order to explain PHDVS services and learn about other program services. Speaking engagements and trainings are offered to other agencies on an ongoing basis and other agencies will come into PHDVS to explain their services to direct service staff as well. PHDVS staff may hear of other agencies at the local committee meetings staff attend, such as the COC committees or even at the NJCEDV meetings. Both counties have strong working relationships with our local Board of Social Services and sit on similar county-wide committees as the CEAS and Continuum of Care meetings in Burlington and HPAC and Continuum of Care meetings in Ocean. Both Providence House Ocean and Burlington have affiliation agreements with all county police departments and also work quite closely with South Jersey Legal Services.

**PHDVS-Ocean**

In Ocean County, our most extensive and long-term collaborative effort remains the Project Reach Collaborative, which is a combined effort by several local agencies to reach out to victims of domestic abuse over the age of 50. Beginning in 2012, Providence House, the Ocean County Board of Social Services' Adult Protective Services (APS), the Ocean County Prosecutor's Office, Jackson Township Police Department, Berkley Township Police Department, the Superior Court of New Jersey, Ocean County Family Division, and Caregiver Volunteers of Central Jersey came together to form a partnership that would allow them to reach out to aging victims in the county and to train law enforcement officers and victim service providers on the unique issues involving elder abuse. During that time, the Project Reach Collaborative formed a Collaborative Community Response (CCR) to address the pervasive problem of domestic abuse in the lives of aging Ocean County residents. The CCR is comprised of various agencies that work with seniors and continues until today even though grant funding ended.

The list of agencies that partner with PHDVS-Ocean is quite extensive, but the list includes: The Division of Child Protection and Permanency, whose strong partnership has led to cross-referrals and case collaboration; Adult Protective Services, which PHDVS-Ocean has collaborated on cross trainings and referrals for older victims; Saint Francis Counseling Center whose collaboration with has helped PHDVS-Ocean to provide referrals for sexual assault counseling for victims and children, as well as general counseling; and Saint Baranabas Health Care, which assists clients with in-patient psychiatric services. Other partnerships include: Harbor House, Caregivers, Seashore Family Services, Preferred Behavioral Health, Ocean Mental Health/Ocean Crest, Displaced Homemakers Program, and The Children's Home Society.

Additionally, PHDVS-Ocean staff sits on the Georgia Court Social Work Advisory Committee. Through this partnership, PHDVS-Ocean has actively worked to ensure that the GCU Social Work program graduates students who are prepared to handle their social work jobs as they graduate. Through this collaboration, we also accept GCU BSW interns into our program. Many students interned with PHDVS-Ocean and are now graduated and working within the community. They have training and education to recognize and help clients deal with the issue of domestic violence. PHDVS-Ocean also offers on-site campus dating abuse services in partnership with Georgian Court University, where Providence House sends a staff person to the Lakewood campus three days a week to provide on-site counseling, information and referral, and advocacy.

**PHDVS-Burlington**

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

In Burlington County, our most extensive collaborative effort remains with the Division of Child Protection and Permanency, whose strong partnership has led to cross-referrals and case collaboration and the Superior Court of Burlington County within which we offer legal advocacy services to victims of domestic violence. Additionally, PHDVS-Burlington has also worked in the community collaboratively with many agencies. Staff sits on various committees in Burlington County, such as the Burlington County Coalition for the Homeless - BCCH (formerly Comprehensive Emergency Assistance Systems - CEAS), and has affiliation agreements with all Burlington County police departments and many agencies with which staff closely works. The list of agencies that partner with PHDVS is quite extensive, but includes: the Department of Children and Families, whose strong partnership has led to cross-referrals and case collaboration; a partnership with the Burlington County Board of Social Services, which has allowed for numerous cross-referrals and clients being more aware of programs and entitlements; as well as other Burlington County service providers, including: Contact, Burlington County Health Department, Exhale Women's Fellowship, Legacy Treatment Services (DRENK), Sisterhood, Inc., and the Women's Opportunity Center. Because of these networks, staff can provide a full range of services of domestic abuse victims, advocate for clients, and help to ensure that they receive the services they need.

**6. Identify any inter-agency agreements regarding the acceptance of referrals and discharge planning, with respect to the continuum of care. Please include copies of any consultant agreements and/or copies of subcontracts.**

PHDVS operates by other agencies and organization providing referrals to victims of domestic abuse and by PHDVS providing referrals to its customers into these other agencies. In Ocean County, our primary referral source is the Ocean County Board of Social Services and in Burlington County, the majority of our referrals come through our Legal Advocacy Program. As discussed above, PHDVS holds affiliation agreements with many other social service agencies. PHDVS also works with numerous agencies in Burlington and Ocean Counties that do not hold official affiliation agreements, but which refer to PHDVS regularly and to which referrals are provided to customers.

Those who are seeking emergency shelter contact one of the PHDVS's emergency hotlines, which are available 24 hours a day, 7 days a week. A staff member conducts a preliminary interview over the phone to determine the urgency of the victim's situation. If it is found that the caller is in danger, immediate arrangements are made for emergency shelter (in either county) and associated services that would best benefit the client and her children. (Male victims seeking shelter who fit sheltering criteria are housed in area motels due to the communal nature of the shelter.) If a caller's concern is not applicable to our program, the client is referred elsewhere (i.e., a psychiatric client would be referred to the closest medical center).

Those seeking nonresidential services also contact the 24 hour hotline and are screened to determine their needs. If a caller's concern is not applicable to our program, the client is referred elsewhere. Regardless of whether the caller is seeking outreach or shelter services, safety issues are discussed and safety plans formed for any occasion where the victims may be in danger from domestic abuse.

As the time draws near for counseling to terminate at our Outreach Counseling Centers, case managers/therapists process the feelings associated with ending the program, review treatment plan goals, and prepare additional safety plans. Sessions may be spaced out to make the process of finishing counseling easier. At the last sessions, clients are provided with a Client Satisfaction Survey and encouraged to provide feedback. Not only does this anonymous survey provide clients

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

with the opportunity to share to evaluate their overall experience at Providence House, but it also measures certain benchmarks that PHDVS tracks throughout the year in order to see how successful staff is at providing domestic abuse services.

As residents prepare to leave the emergency shelter they meet with each member of their service team to form safety plans, receive referrals, and to acquire a sense of closure. Clients and their caseworkers review treatment plans and process with clients what they felt they accomplished in counseling. As with the Outreach program, all clients are provided with a Client Satisfaction Survey where they can anonymously provide feedback and voice concerns. If PHDVS does not have an excess supply from community donations, staff advocates for clients who may need furniture, household items, and personal care products. The week before clients leave the shelter, staff begins to contact the children's schools in order to transfer the children with the least possible disruption. Shelter clients are encouraged to continue counseling at the Outreach office. This assists clients in the transition in programs and provides a stable form of support as they make major life changes. Extensive safety planning is formed with each client as she exits the emergency shelter that apply to the new area to which she is moving emphasizing that the location not be shared with the abusive party (for instance, visitation pick-up can remain at the police department and not be turned into curbside pick-up, which would involve the abuser knowing the home's location). Additionally, residents are offered the Address Confidentiality Program, multiple PHDVS staff are certified to enroll victims. This program, offered by the State of New Jersey, allows victims of domestic violence to keep their new location confidential even on legal documents such as a driver's license. Residents exiting shelter are more educated about the threat of domestic violence and its signs and symptoms, as well as information about their rights and community resources available to them; they are therefore better prepared to be safe, to take the necessary steps to prevent its reoccurrence, and to access mainstream sources of support to maintain self-sufficiency.

The toll free 24-hour hotline is available round-the-clock and available for previous shelter and Outreach clients to talk, process feelings, and explore options. The hotline number is emphasized at the end of counseling and for clients as they exit the shelter. Many take advantage of our open door policy for contact.

In general, clients are provided with follow-up phone calls at least during the first year after finishing services, with shelter residents receiving continued case management. These follow-up assessments take place around community giving events such as Easter/Passover, back to school drives, October, which is domestic violence awareness month, and Christmas/Hanukkah. At these times, previous clients are contacted to see if they need assistance (most domestic violence victims experience a significant decrease in income after leaving the abusive situation) and to evaluate if additional supportive services are needed such as another round of group counseling.

Finally, previous clients are contacted at least in the first year after ending services to be invited to participate in the annual "Survivor's Celebration." In conjunction with domestic violence awareness month, staff of PHDVS involves clients past and present in preparing for this event. It celebrates the steps that victims have made to become survivors. Clients who participate may share their story, read a poem, or participate in other ways. The Survivor's Celebration is an event that is memorable for all who attend and seen almost as a graduation for those who no longer require PHDVS services. One event takes place in each county.



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

**7. Cite any staffing patterns, environmental accommodations, and practices employed by the agency that reflect an appreciation and respect for the needs and diversity of the customers served.**

PHDVS strives to meet the needs of our diverse clientele through the specific programmatic choices, educational trainings, and through a clear communication system with individual clients. We take into account that clients are from all walks of life, spanning a myriad of races, ages, ethnic backgrounds, religions, and socio-economic levels. To ensure cultural competency, PHDVS requires that all staff obtain, at least, five hours of diversity/cultural competency training per year. Failure to obtain this training is reflected in each employee's annual evaluation.

Each of our emergency shelter programs works with each client individually to learn what needs are unique to that individual and how PHDVS can make her stay in the shelter as comfortable as possible. Within the first few days of entering the shelter, a staff person sits with each new resident to discuss her individual needs and diet and any restrictions she may have regarding daily chores. The house manager purchases food specific to each resident's background, culture, and preferences. In addition, staff of the Emergency Shelter facilitates groups to encourage residents to learn of other residents' culture and to assist them in sharing what cultural traditions are important to them.

With regards to personnel, adequate training is vital in developing a solidly cultural competent staff. PHDVS provides numerous opportunities throughout the year to attend relevant in-service trainings meant to educate on various cultures, religions, ethnic backgrounds, and other issues common to domestic abuse victims. Additionally, staff are encouraged to attend external trainings to increase cultural competency.

PHDVS recognizes that deaf and hearing-impaired victims of domestic abuse are especially vulnerable. We can assist hearing impaired clients in both our Safe House and Outreach Counseling Program. Special arrangements can be made to accommodate needs such as arranging the chairs for group differently to make lip reading easier. Collaboration with the Deaf Advocacy Project through the New Jersey Coalition to End Domestic Violence has been helpful as well.

Each PHDVS office that offers nonresidential services (our Outreach office in Ocean and Counseling Center in Burlington) is handicap-accessible and barrier-free. Clients with disabilities who come for services are welcomed by warm staff members to a building that is handicap accessible. There are handicap parking spaces available and a handicap accessible bathrooms. During our recent move of the Burlington County Counseling Center, our staff overseeing the project ensured that all services for clients with special needs would continue to be met and accessible.

**PHDVS-Ocean**

PHDVS-Ocean meets the unique needs of our diverse clients through the specific programmatic choices, as well as staff trainings. Due to the fact that 16% of emergency shelter residents in Ocean County come from a local town with a high population of Spanish-speaking people, PHDVS employs one bilingual translator, as well as two additional staff people who speak Spanish and are able to provide translation at the emergency shelter, over the hotline, and in our Outreach office. In addition, the AT&T Language Line is available to provide translation via telephone. Educational materials on domestic abuse, possible legal remedies, and available services are printed in Spanish as well.

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

PHDVS is also aware of how domestic abuse influences victims' ability to obtain services. Many clients do not have the means to travel for various reasons. Some may not be "allowed" to drive by their abusers or may lack the money for gas that traveling may incur. Transportation problems are even more of a problem to our older clients who cannot drive far due to health issues. In response to this need, the Outreach office is located in Whiting, which is centrally located within Ocean County. It has become of great assistance for our clients living in the southern end of the county. In addition, Whiting is at the heart of a large retirement community where PHDVS can reach out to this especially vulnerable population. Even if these residents cannot drive, staff can easily meet them at clubhouses or doctors' offices (once arrangements have been made for confidentiality).

In the past, PHDVS was aware that its emergency shelter was lacking complete handicap accessibility by having its laundry room in the basement of the shelter. Due to funding granted through the DCA, PHDVS renovated the shelter in 2011 so that the laundry room could be located on the first floor. This funding also supported the construction of a new handicapped-accessible bedroom to replace the older one. This bedroom is larger than the previous one and specifically designed for those in wheelchairs to have space to use this bedroom. The kitchen area was moved into another renovated section so that there could be counters and a microwave oven at wheelchair height, along with ovens and cook tops with the dials appropriately placed for those in wheelchairs. All these changes are very helpful for clients who are in wheelchairs, have difficulty using the stairs, or who have various health issues.

PHDVS-Ocean's emergency shelter also has a ramp leading to the house and a ramp leading to the backyard. There are three emergency exits on the first floor for those in wheelchairs or so badly injured they cannot use the stairs. There is an emergency exit located immediately outside of the handicap accessible bedroom so that individuals can safely exit the building quickly in case of emergency.

The shelter is also equipped with adaptive devices for the hearing impaired, such as flashing light located in our handicap accessible bedroom facing the beds to alert the client of a fire or fire drill.

In addition, the shelter is also equipped with adaptive devices for the hearing impaired, such as a wireless flashing light/vibrating alarm for use in our handicapped accessible bedroom should there be a fire or other emergency to wake up a hearing impaired resident, a regular light/vibrating alarm for personal use, and a personal hearing device worn around the neck to amplify the voices of others (i.e. in group counseling) while diminishing background noise.

Being located near a very large Orthodox Jewish community, PHDVS-Ocean has worked with community leaders to offer shelter to domestic abuse victims residing there. Our staff recently sought out a representative from the Jewish community who consulted with staff regarding updating our Kosher products. We subsequently purchased items to offer Kosher meal preparation such as a microwave, refrigerator, and plates, cutlery, and cups, as well as lanterns and batteries for Jewish clients for the purpose of remaining Kosher. We also have a plan of action for the adjustment of household responsibilities in order for Jewish residents to comply with requirements of the Sabbath.

#### PHDVS-Burlington

In Burlington County, concerted efforts have been made to promote and hire women of color and as a result, so far, seven out of the twenty-nine full-time and part-time employees are women of color. Several supervisors subscribe to the FORGE on-line newsletter, which is a progressive

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

organization whose mission is to support, educate, and advocate for the rights and lives of transgender individuals and SOFFAs (Significant Others, Friends, Family, and Allies). FORGE offers many webinars that are routinely offered to staff.

Additionally, multiple staff members participate in three very important groups sponsored by the NJCEDV, the Women of Color Task Force (WOCTF), the LGBTQ+ Task Force and the Allies for Equity Task-Force. These groups seek to establish equitable services and resources for all victims of domestic violence especially those women who have traditionally been underserved. For the WOCTF this includes all women of color, immigrant women, marginalized religious groups and women with disabilities. The LGBTQ+TF provides leadership, training and advocacy to elevate the voices and needs of LGBTQ+ survivors in the work to end domestic violence. Finally, the Allies for Equity is a space for advocates and allies to work collectively to support the goals and objectives of the Women of Color Task Force, the LGBTQ+ Task Force, and NJCEDV's Social Change Plan. Providence House is proud to have staff participating as members in all of these task forces. PHDVS-Burlington also takes into account that victims who seek our services may not be English speaking. In order to meet the needs of clients whose primary language is not English, the Boost Lingo is available to provide translation via telephone. Educational materials on domestic abuse, possible legal remedies, and available services are printed in Spanish as well.

Further, PHDVS-Burlington's emergency shelter is also handicap-accessible and barrier-free. Clients with disabilities who come to the shelter are welcomed by warm staff members and a house that is handicap accessible. There is a ramp leading to the house and a ramp leading to the backyard. The first floor bedroom is directly across from a handicap accessible bathroom. There are emergency exits on the first floor for those in wheelchairs or so badly injured they cannot use the stairs. The shelter is also equipped with adaptive devices for the hearing impaired, such as, a flashing light that can be placed above the door to alert the client of a fire or fire drill and a device that shakes the bed to wake up a hearing impaired resident should there be an emergency in the middle of the night. Other adaptive devices are also readily available, such as canes, walkers, back cushions, telephone amplifiers and even a wheel chair.

**8. Describe the agency's approach to staff training and development.**

Catholic Charities, Diocese of Trenton and PHDVS as a service area believe strongly in the importance of the continued education of staff in training and professional development. Catholic Charities has a well-developed staff training program in which staff members of all service areas can participate. These trainings include the following:

- Assessing risk and lethality for parents and children in Domestic Violence cases
- Address Confidentiality Program Training
- Advocacy and Multicultural Care
- Advocating for Healthy Relationships
- Assessing Patterns of Coercive Control in Abusive Relationships, Part 1: A Basic Skill for LGBTQ+ Domestic Violence
- Assessing Patterns of Coercive Control in Abusive Relationships, Part 2: Practical Skills and Implementation
- Balancing ACEs with HOPE
- Behavioral Health Issues in Older Adults
- Beyond the Wheel: LGBT Intimate Partner Violence
- Blood borne Pathogens
- Building strong collaborations across organizations supporting LGBTQ survivors
- Case Management and Self-Care

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

Challenging Racial Disparities Conference: A Call to Action  
Code of Ethics and Values & Ethics, History of Domestic Violence Movement  
Compassion Fatigue, Vicarious Trauma and FABULOUS Resiliency  
Corporations Fighting Against Racism and for Social Justice  
Creating a Vicarious Trauma-Informed Organization: Strategies for Success  
Creating and Maintaining a Safety Net for Survivors with Disabilities  
Criminal Justice Reform and Family Law (DV Judicial Conference)  
Criminal Justice Reform and Risk Factors for Lethality  
Cultural Awareness (DV Judicial Conference)  
Cultural Competency, Scenarios & Discussion  
Deaf Culture Competency Training  
Delivering Comprehensive and Culturally Sophisticated Treatment to African Americans  
Demystifying the Domestic Violence Specialist Program  
Dialectical Behavior Therapy  
Differences and Diversity in the Experience, Effects and Treatment of Trauma Disability and DV  
Domestic and Intimate Partner Violence  
Domestic Violence and Multicultural Care  
Domestic Violence in Apprenticeship and Pre-Apprenticeship Programs: Developing Effective Responses

And Various other Trainings.  
Including Relias Training

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

**Annex A  
CORE AGENCY PERSONNEL INFORMATION  
Section I.3**

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO		
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Executive Director	[REDACTED]	9	5	BA	ADMINISTRATIVE
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Associate Executive Director Of Fiscal Affairs	[REDACTED]	9	5	CPA, MBA	ADMINISTRATIVE
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Controller	[REDACTED]	9	5		ADMINISTRATIVE
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Budget & Fiscal Operations Officer	[REDACTED]	9	5	AD	Contract Admin. for 23AKCW
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Compliance Director	[REDACTED]	9	5	MA	ADMINISTRATIVE
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Associate Executive Director Of Operations	[REDACTED]	9	5	MBA	ADMINISTRATIVE
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Service Area Director, BH	[REDACTED]	9	5	LPC, MA	ADMINISTRATIVE
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Service Area Director, Cfs	[REDACTED]	9	5	BA, CSW	ADMINISTRATIVE
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Service Area Director, Cs	[REDACTED]	9	5	BA	ADMINISTRATIVE
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Human Resources Director	[REDACTED]	9	5	BA, PHR	ADMINISTRATIVE
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Director Of Information Management	[REDACTED]	9	5	MA, MPA	ADMINISTRATIVE
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Director Of Development & Marketing	[REDACTED]	9	5		ADMINISTRATIVE

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A  
CORE AGENCY PERSONNEL INFORMATION  
Section 1.3

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO		
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Service Area Director	[REDACTED]	9	5	BA, CSW	Administrative oversight, management, supervision
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Administrative Assistant	[REDACTED]	9	5	BA	Administrative
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Business Manager	[REDACTED]	9	5	BS	Administrative oversight, management, supervision
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Office Assistant II	[REDACTED]	9	5	High School Diploma	Administrative
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Director of Grants Administration Ocean-Monmouth	[REDACTED]	9	5	MA	Grants, contracts, fundraising
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Director of Grants Administration Burlington-Mercer	[REDACTED]	9	5	MA	Grants, contracts, fundraising
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Office Assistant	[REDACTED]	9	5	High School Diploma	Administrative
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Administrative Assistant	[REDACTED]	9	5	BA	Administrative
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Community Affairs Coordinator	[REDACTED]	9	5	BA	Volunteers, speaking engagement, fundraising
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Community Affairs Manager	[REDACTED]	9	5	BA	Volunteers, speaking engagement, fundraising
<input type="checkbox"/> FT <input type="checkbox"/> PT						
<input type="checkbox"/> FT <input type="checkbox"/> PT						

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

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

(Revised September 13, 2022)

This CONTRACT is effective as of the date recorded on the signature page between the Department and the Provider 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 provide services and the Provider has agreed to provide services in accordance with the terms and conditions contained in this Contract;

THEREFORE, the Department and the Provider agree as follows:

**I. DEFINITIONS**

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

Additional Named Insured 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.

Contract means one of the Department's social service or training Contracts with a Provider. 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.

Days means calendar days.

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

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

Departmental Component means the Office of Contract Administration (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.

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

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

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

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

Provider 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.

Termination 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 in accordance with provisions contained in this Contract.

**II. BASIC OBLIGATIONS OF THE DEPARTMENT**

Section 2.01 Payment. Payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the Department in accordance with the time frames specified in DCF-SAGE and/or as otherwise specified by the Departmental Component. Total payments shall not exceed the maximum Contract amount. All payments authorized by the Department under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.13 Audit or on the basis of any Department monitoring or evaluation of the Contract.

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

**III. BASIC OBLIGATIONS OF THE PROVIDER**

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

Section 3.02 Reporting. The Provider shall submit to the Department programmatic and financial reports on forms provided by the Department and within the stated time parameters. The reporting frequency and due date(s) are specified and sample forms to be



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

used are included in DCF-SAGE, and/or otherwise made available by the Departmental Component.

Section 3.03 Compliance with Laws. The Provider 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. (N.J.S.A. 10:5-31 et seq. and associated executive orders pertaining to affirmative action and nondiscrimination in public contracts;
- d. The New Jersey Law Against Discrimination (LAD) (N.J.S.A. 10:5-1 et seq.)
- e. The federal Equal Employment Opportunity Act;
- f. Section 504 of the federal Rehabilitation Act of 1973 pertaining to non-discrimination 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 obtains or is permitted to access, to create, maintain or store Protected Health Information (PHI) as part of its responsibility under this Contract, the Provider shall first execute a Department of Children and Families Business Associate Agreement (BAA). A Provider, whose work under this Contract does not involve PHI is not required to execute a BAA.

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

DCF shall have the sole discretion to determine when a Provider's work will involve PHI. Protected Health Insurance shall have the same meaning as in 45 CFR 160.103.

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's use from the Department. If the BAA is breached by the Provider, or its subcontractor, the Provider shall notify the Department within 24 hours of the breach. The Department may, in its sole discretion and at any time, request a BAA compliance audit or investigation of the Provider or its subcontractor with which the Provider has entered into a BAA. The Provider shall cooperate with all Department requests for a BAA compliance audit and/or investigation and shall require that its subcontractor cooperate with all Departmental requests for BAA compliance audits and investigations.

In addition to the confidentiality requirements of HIPAA, if applicable, a Provider 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.

**NOTE: This section does not apply to governmental agencies or non-profit organizations.**

The Provider 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 if the Provider has not filed its annual business registration. Furthermore, no Provider that contracts with the Department shall enter into any subcontract unless the subcontractor can demonstrate that it is incorporated 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.

Section 3.07 Source Disclosure. 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

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

Contract, the Provider 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 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 receives Contracts in excess of \$50,000 from a public entity in a calendar year. It is the Provider's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial

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

penalties by ELEC. Additional information about this requirement is available from ELEC at (888) 313-3532 or at [www.elec.state.nj.us/](http://www.elec.state.nj.us/)

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

- a. The Provider and any subcontractor(s) will not discriminate against any client, employee, or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex.
- b. Except with respect to affectional or sexual orientation and gender identity or expression, the Provider will take affirmative action to ensure that such applicants are recruited and employed by DCF contracted agencies.
- c. The Provider will ensure that equal opportunity is afforded to all employees in recruitment and employment, and that all employees are treated equally during employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, disability, nationality, or sex. Such action shall include, but not be limited to the following:
  - Employment;
  - Upgrading;
  - Demotion, or transfer;
  - Recruitment or recruitment advertising;
  - Layoff or termination;
  - Rates of pay or other forms of compensation; and
  - Selection for training, including apprenticeship.
- d. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- e. The Provider and subcontractor(s), in all solicitations or advertisements for employees placed by or on behalf of the Provider shall state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- f. The Provider and subcontractor(s) will send a notice to each labor union or representative with which it has a collective bargaining agreement, other contract, or understanding, a notice, to be provided by the agency contracting officer

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

advising the labor union or workers' representative of the Provider's commitments under this act and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

- g. The Provider and subcontractor(s) agree to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A.10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.
- h. The Provider or subcontractor agrees to make a good faith attempt to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract Compliance & EEO pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- i. The Provider or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- j. The Provider or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey, and as established by applicable State and federal law and applicable State and federal court decisions.
- k. The Provider and subcontractor agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.
- l. The Provider and its subcontractors shall furnish such reports or other documents to the Department from time to time in order to carry out the purposes of these regulations, and the Department shall furnish such information to the Department of Treasury, Division of Contract Compliance and EEO, as may be requested by the

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

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 agrees as follows:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

Section 3.11 Department Policies and Procedures. In the administration of this Contract, the Provider shall comply with all applicable policies and procedures issued by the Department including, but not limited to, the policies and procedures contained in the Department's Contract Reimbursement Manual (as from time to time amended) and the Department's Contract Policy and Information Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to Terminate this Contract.

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

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

- 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;
- b. Records adequately identifying the source and application of all Provider funds and all funds administered by the Provider. 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 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;
- 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; 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.

Section 3.13 Audit. The Department requires a Provider 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 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:

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

- 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's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the Provider 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 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 continues to be subject to such audit until it is completed and resolved.

The Provider 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.S.C. section 276a *et seq.* 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, 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. Prevailing 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,



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

must be paid to all designated classes of workers employed through said Contracts or subcontracts. The Provider 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 shall comply with all requirements of Department Policy: DCF.P7.01 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. TERMINATION**

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

Section 4.01 Termination for Convenience by the Department or Provider. The Department or Provider 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, to reduce or Terminate the Contract.

Section 4.02 Default and Termination for Cause. If the Provider 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 in default status and take any action(s) listed in accordance with Department Policy DCF.P9.05, 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 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'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.

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

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

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

**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 et seq.) and the Law Against Discrimination (LAD) (N.J.S.A. 10:5-1 et seq.).

Section 5.02 Assignment and Subcontracts. This Contract, in whole or in part, may not be assigned by the Provider or assumed by another entity for any reason including but not limited to changes in the corporate status of the Provider, 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.

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

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

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

Section 5.04 Indemnification. The Provider 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 or any improper or deficient performance of 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 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 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 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 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.

Section 5.09 Recognition of Cultural Sensitivity. The Provider 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

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

employment, if possible, of a culturally diverse staff that can communicate with, and be representative of the entire community it serves.

The Provider 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 said Contract or subcontract.

Section 5.11 Successor Contracts. If an audit or Contract closeout reveals that the Provider 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.

Section 5.12 Sufficiency of Funds. The Provider 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 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 and in no event shall the Contract be construed as a commitment by the Department to expend funds beyond the Termination date set therein.

Section 5.13 Collective Bargaining. 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 management. Funds may be utilized for legitimate and

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

reasonable management purposes at the direction of the Provider 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, 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 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 employer of its workers. This is also inclusive of any travel allocations the Provider Employee pays to its employees.

The Provider 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's employees.

The Provider 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 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 shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e, in the Department of the Treasury or any other agency with which such Provider transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i, of any such officer or employee, or any partnership, firm, or corporation with

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

which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

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

No Provider may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Provider to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actual, or appearance of a conflict of interest.

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

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

The provisions cited above shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with 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.

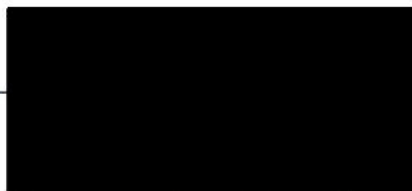
**AGREEMENT SIGNATURES AND DATES**

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. Oral evidence tending to contradict, amend or

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

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.

BY: \_\_\_\_\_



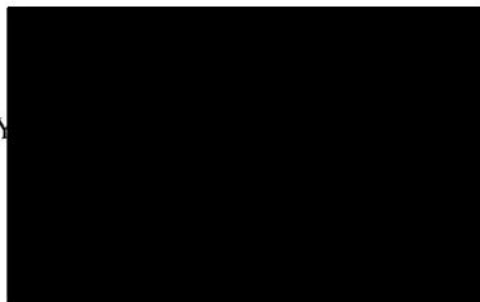
\_\_\_\_\_  
(Type)

**Business Manager**

TITLE: \_\_\_\_\_

\_\_\_\_\_  
(Type)

BY: \_\_\_\_\_



TITLE: Executive Director

\_\_\_\_\_  
(Type)

DEPARTMENTAL  
COMPONENT: \_\_\_\_\_

Department Children &  
Families

PROVIDER: Catholic Charities, Diocese of Trenton

DATE: \_\_\_\_\_

11/7/22

DATE: \_\_\_\_\_

11/4/22

Contract Term 7/1/22-9/30/25