



State of New Jersey

DEPARTMENT OF CHILDREN AND FAMILIES

PO Box 729

TRENTON, NJ 08625-0729

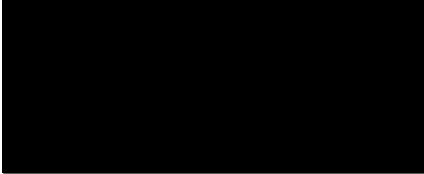
PHILIP MURPHY  
Governor

SHEILA Y. OLIVER  
Lt. Governor

CHRISTINE NORBUT BEYER, MSW  
Commissioner

February 9, 2022

The Alcove Center for Grieving Children & Families, Inc.



Dear [REDACTED]:

I am pleased to advise you that your proposal for the **"American Rescue Plan Supplemental Funding for Domestic Violence Services"** has been selected for consideration by the Department of Children and Families.

This funding will be available upon the satisfactory negotiation of a contract with the Office of Contracting. The award is contingent upon final contract negotiation.

The contract is not binding until the parties agree to the terms of the Department's Standard Language Document. Please be assured that contracting staff will be contacting you within the next few weeks to initiate this process, address any unresolved issues and answer any questions you may have.

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

Sincerely,

A handwritten signature in cursive script that reads "Christine Beyer".

Christine Norbut Beyer, MSW  
Commissioner

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

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

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

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

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

**I. 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 Agency. Terms and conditions of the Contract are included in the Standard Language Document, in DCF-SAGE, appendices, attachments and Contract Modifications (including any approved assignments and subcontracts) and supporting documents. The Contract constitutes the entire binding agreement between the Department and the Provider Agency.

Days means calendar days.

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.

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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.

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

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

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

Provider Agency (also 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 Agency in accordance with provisions contained in this Contract.

**II. BASIC OBLIGATIONS OF THE DEPARTMENT**

Section 2.01 Payment. As established in the DCF-SAGE, payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the Department in accordance with the time frames specified in DCF-SAGE. Total payments shall not exceed the maximum Contract amount, if any, specified in DCF-SAGE. All payments authorized by the Department under this Contract shall be subject to revision on the basis of an audit or audits conducted under 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 Agency, the Department shall make available to the Provider Agency copies of federal and State regulations and other material specifically referenced in this document.

**III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY**

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

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

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

- a. State and local laws relating to licensure; federal and State laws relating to safeguarding of client information;
- b. The federal Civil Rights Act of 1964 (as amended);
- c. P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 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

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Agency obtains or is permitted to access, to create, maintain or store Protected Health Information (PHI) as part of its responsibility under this Contract, the Provider Agency shall first execute a Department of Children and Families Business Associate Agreement (BAA). A Provider Agency, whose work under this Contract does not involve PHI is not required to execute a BAA. DCF shall have the sole discretion to determine when a Provider Agency's work will involve PHI. Protected Health Insurance shall have the same meaning as in 45 CFR 160.103.

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

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

Section 3.05 Business Registration.

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

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

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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 Contract, the Provider Agency shall submit as part of their proposal and/or Contract Certification listing where their contracted services will be performed and if the contracted services, or any portion thereof, will be subcontracted and where any subcontracted services will be performed.

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

Section 3.08 Provider Certification and Disclosure of Political Contributions.

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

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

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

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

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

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- e. The Provider Agency and subcontractor(s), in all solicitations or advertisements for employees placed by or on behalf of the Provider shall state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- f. The Provider Agency and subcontractor(s) will send a notice to each labor union or representative with which it has a collective bargaining agreement, other contract, or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Provider's commitments under this act and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
- g. The Provider Agency and subcontractor(s) agree to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A.10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.
- h. The Provider Agency or subcontractor agrees to make a good faith attempt to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract Compliance & EEO pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- i. The Provider Agency or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- j. The Provider Agency or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of 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 Agency and subcontractor agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability,



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nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

1. The Provider Agency and its subcontractors shall furnish such reports or other documents to the Department from time to time in order to carry out the purposes of these regulations, and the Department shall furnish such information to the Department of Treasury, Division of Contract Compliance and EEO, as may be requested by the DCF for conducting a compliance investigation pursuant to Subchapter 10 of N.J.A.C.17:27.

Section 3.10.1 Anti-Discrimination Provisions. Pursuant to N.J.S.A. 10:2-1, during the performance of this Contract, the Provider Agency agrees as follows:

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

Section 3.11 Department Policies and Procedures. In the administration of this Contract, the Provider Agency shall comply with all applicable policies and procedures issued by the Department including, but not limited to, the policies and procedures contained in the

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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 Agency's financial management system shall provide for the following:

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

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

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

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

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

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

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

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

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

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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 Agency, Contract, or subcontract for any public work in excess of \$2,000 State funds of which the Department is a party shall comply with the N.J. 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, must be paid to all designated classes of workers employed through said Contracts or subcontracts. The Provider Agency must determine if the New Jersey Prevailing Wage Act applies and follow all directives per N.J.S.A. 34:11-56 et seq.

Section 3.15 Contract Closeout. The Provider Agency shall comply with all requirements of Department Policy: 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 Agency. The Department or Provider Agency may Terminate this Contract upon 60 Days written advance Notice to the other party for any reason whatsoever.

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

Section 4.02 Default and Termination for Cause. If the Provider Agency fails to fulfill or comply with any of the terms or conditions of the Contract, in whole or in part, the Department may by Notice place the Provider Agency in default status, and take any action(s) listed in accordance with Department Policy 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 Agency has jeopardized the safety and welfare of the Department's clients,

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materially failed to comply with the terms and conditions of the Contract, or whenever the fiscal or programmatic integrity of the Contract has been compromised. The Notice of Termination shall state the reason for the action(s); the Provider Agency's informal review options, time frames, and procedures; the effective date of the Termination; and the fact that a request for a review of the decision for action(s) does not preclude the determined action(s) from being implemented.

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

The Provider Agency and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under 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 Agency or assumed by another entity for any reason including but not limited to changes in the corporate status of the Provider Agency, without the prior written consent of the Department. Upon prior written notice of a proposed assignment, the Department may:

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

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

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

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

Section 5.04 Indemnification. The Provider Agency shall assume all risk of and responsibility for, and agrees to indemnify, defend and hold harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of the loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from (1) the work, service or materials provided under this Contract; or (2) any failure to perform the Provider's obligations under this Contract 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 Agency shall maintain adequate insurance coverage. The State shall be included as an Additional Named Insured on any insurance policy applicable to this Contract. Should the Provider Agency fail to pay any premium on any insurance policy when due, the Department may Terminate the Contract for Cause.

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

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

Section 5.08 Exercise of Rights. A failure or a delay on the part of the Department or the Provider Agency in exercising any right, power, or privilege under this Contract shall not

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

The Provider Agency shall make programs linguistically appropriate and culturally relevant to underserved minority groups within the community. Appropriate accommodations for services shall be developed and maintained for those minority individuals who are deprived of reasonable access to those services due to language barriers or ethnic, affectional, and cultural differences. In addition, Provider Agencies shall make certain that all programs and services are reflective of the demographic needs of the community, while providing all minorities (as described in section 3.10a of this policy) the opportunity to experience any and all available social services irrespective of their ethnic, affectional, or cultural heritage.

Section 5.10 Copyrights. The Department of Children and Families reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use any work or materials developed under a Department or federally funded Contract or subcontract. The Department also reserves the sole right to authorize others to reproduce, publish, or otherwise use any work or materials developed under said Contract or subcontract.

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

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

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

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 Agency management. Funds may be utilized for legitimate and reasonable management purposes at the direction of the Provider Agency during the process of collective bargaining organization.

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

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

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

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

Section 5.15 Executive Order No. 189. Executive Order No. 189 establishes the expected standard of responsibility for all parties that enter into a Contract with the State of New Jersey. All such parties must meet a standard of responsibility that assures the State and its citizens that such parties will compete and perform honestly in their dealings with the State and avoid conflicts of interest.



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

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

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

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

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

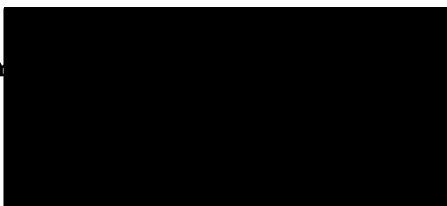
The provisions cited above shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with Provider Agencies under the same terms and conditions as are offered or made available to members

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

of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate.

**AGREEMENT SIGNATURES AND DATES**

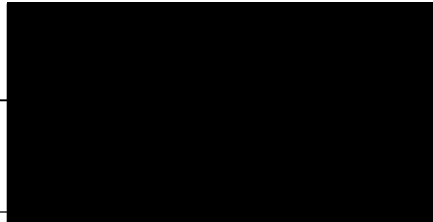
The terms set forth in this Standard Language Document (SLD) supersede any prior SLDs. This SLD governs all executed contracts; and contracts to be entered into by my Organization and DCF on or after the SLD's effective date, which is the below date of the provider organization's signature. DCF determines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

BY:   
(Type)

TITLE: Business Manager, SBO  
(Type)

DEPARTMENTAL COMPONENT: Department of Children and Families

DATE: 06/03/2022

BY:   
(Type)

TITLE: Executive Director  
(Type)

PROVIDER AGENCY: The Alcove

DATE: 5.19.22

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

Please complete this form in its entirety

**Incorporated Name of Applicant:** The Alcove Center for Grieving Children & Families, Inc.

**Public**

Enter X as appropriate

**Private-for-Profit**

**Private-Non-Profit x**

**Federal ID No.** [REDACTED]

**Charitable Registration No.** [REDACTED]

**DUNS #:** [REDACTED]

(if applicable)

**Applicant Mailing Address:** [REDACTED]

**Contact Person:** [REDACTED]

**Phone Number** [REDACTED]

**Fax:** [REDACTED]

**Email:** [REDACTED]

**Title of RFP:** Children and Adult Trauma Informed Domestic Violence Individual and Group Counseling

**County to be Served:** Atlantic and Cape May Counties

**Location of Service(s) to be provided (if known):** Main Office – Galloway NJ, Services to be offered school base and in underserved communities

**Total dollar amount requested:** 214,258

**Funding Period:** From 11/01/21 to 10/31/23

**Brief description of services by program name and type of service to be provided:**

Trauma informed individual and group counseling to children and adults impacted by domestic violence.

**Authorization**

**Chief Executive Officer** [REDACTED]

**Signature** [REDACTED]

**Date:** 11/12/21

**CEO Email** [REDACTED]

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## **Proposal Narrative**

### **I.**

#### **Organizational History and Capacity**

The Alcove's mission is "Transforming Grief and Loss to Hope and Healing", the agency has been providing grief and trauma services to Atlantic and Cape May Counties since 2001. The undersigned is the only youth focused agency in the targeted area that provides grief and trauma informed services to children and their families. Individual and group therapy is provided to youth and adults. The Alcove is contracted with the Superior Court of Atlantic and Cape May County to provide supervised/therapeutic visitation and is utilized by DCP&P for youth and adult counseling and supervised visitation. In addition to services provided for the Superior Court of New Jersey and DCP&P, the agency is under contract with the New Jersey Department of Public Law & Safety to provide individual and group therapy to youth and their families impacted by trauma due to an act of crime.

The agency employs 3 full time counselors that are experienced and licensed in providing trauma-informed services, the Executive Director of the agency has 25 years of experience in providing residential and non-residential domestic violence services.

#### **Agency's Governance Structure and Administrative Management**

The Agency is governed by a Board of Trustees that oversee the Executive Director. The Board is a diversified group of men and women that represent various levels of education and expertise that provide support and guidance

in carrying out the mission of the Alcove. The organization is committed to being culturally inclusive and diverse in both employment and delivery of services. The staff is reflective of the communities that services are provided which in turn enhances our ability to provide culturally inclusive trauma informed services. All staff receive yearly cultural sensitivity training, and all services are individually tailored to meet the cultural needs of the clients we serve.

The American Rescue Plan for Domestic Violence Services initiative will be met through individual trauma informed counseling to underserved youth and adults impacted by domestic violence. The agency practices the five principles of trauma informed care: safety, choice, collaboration, trustworthiness, and empowerment. Counselors ensure that the physical and emotional safety of a client are met, and trust is established. Trustworthiness is established through consistency of boundaries and the clarity of what is expected. Clients are enabled with the power of choice, which brings back a sense of control to an individual, which is built upon through a collaborative effort with their therapist, the power of choice and control increases the likelihood the client will actively participate in services and the more effective the services can become. Clients' attributes are identified via identification of their strengths and empowers clients to build on those strengths while developing stronger coping skills which in turn lays the healthy foundation for individuals to utilize when moving forward.

## II. Need and Impact

### **Nature and Scope of the Problem:**

Atlantic County and Cape May County are inflicted with high rates of domestic and substance abuse disorders.

Atlantic County ranks 2<sup>nd</sup> and Cape May County 3<sup>rd</sup> for the highest rates of domestic violence per capita in the State of New Jersey. One in 60 Atlantic County residents and one in 75 Cape May County residents have experienced domestic violence. *2016 New Jersey State Police Domestic Violence Report.*

Atlantic County and Cape May County rank #1 and #2 in the State of New Jersey for overdose deaths and substance abuse admissions in the State of New Jersey. *2020 The New Jersey State Attorney General's Department of Law and Public Safety.*

Incidents of domestic violence and substance abuse are linked and often co-occur. According to the American Psychological Association, excessive drug or alcohol use increases the risk of becoming an abuser and substance abuse is instrumental in violent behavior and always exacerbates preexisting patterns of abuse. According to the American Society of Addiction Medicine, substance abuse is involved in 40-60% of intimate partner violence. Intimate partner violence is 11 times more likely to occur on days of heavy drug and/or alcohol use.



**Target Population:**

The targeted population is Atlantic County and Cape May County children and adults impacted by domestic violence. Atlantic County's estimated population is 274,534 with a median income of \$62,110 and 9.9% of families living in poverty. The largest racial/ethnic groups in Atlantic County are White (54.2%), Hispanic (19.5%) and Black/ African American (14.2%). Cape May County's estimated population is 95,263, with a median income of \$67,074 with 6.9% of families living in poverty. The largest racial ethnic groups in Cape May County are White (84%), Hispanic (7.8%) and Black/African American (3.4%).

The underserved population that will be targeted within the two counties are those in which are impacted by poverty rates that are up to 4 times the County average. In Atlantic County, Atlantic City has a poverty rate of 40.6% and Pleasantville 22.9%. In Cape May County, Wildwood has a poverty rate of 27.7% and Woodbine 26.6%.

**Existing Services:**

Domestic Violence services in Atlantic County and Cape May County are limited to County Domestic Violence Agencies and private insurance-based therapists. Services for children are even more limited due to the scarcity of child therapists and those that specialize in children currently have a wait list. The Alcove's mission is "Transforming Grief and Loss to Hope and Healing", 80% of our current clients have experienced trauma as primary and secondary victims of domestic violence. Through the awarding of this grant, The Alcove will be able to

provide individual and group counseling to the targeted and underserved population and help close the gap on domestic violence services in our communities.

### **III. Program Approach**

#### **Description of Program Services:**

Trauma informed care to children and adults that have been affected by domestic violence.

#### **Youth Domestic Violence Program:**

**Level of Service per contract year:    900 one-hour individual Counseling Sessions**

**24 two-hour Group Counseling Sessions**

**75 Unduplicated Youth**

Two certified trauma counselors will be scheduled to provide 75 youth 900 individual counseling sessions per contract year. Youth that have experienced the trauma of living with domestic violence will be scheduled for an intake within 48 hours of receiving the request. First counseling session will be scheduled within one week of completion of the intake. Youth will be invited to attend group therapy after 2 counseling sessions have been completed. Individual and group

counseling sessions will be twice a month for a minimum of 6 months. Individual counseling will be extended based on the identified needs of the youth. Group counseling will be open to the clients for as long as they continue to wish to attend. Youth will receive either individual or group counseling each week for 24 consecutive weeks.

The Youth Domestic Violence Program will be offered in-office, in-school, in-home and/or virtually. The Program will offer afternoon, evening and Saturday sessions that do not interrupt with the youth's schooling, activities, work responsibilities as well as remove the barrier of lack of transportation.

**Adult Domestic Violence Program:**

**Level of Service per contract year:    900 one-hour individual Counseling Sessions**

**24 two-hour Group Counseling Sessions**

**75 Unduplicated Adults**

Two licensed counselors will be scheduled to provide 75 Adults 900 individual counseling sessions per contract year. Adults that have experienced trauma due to domestic violence will be scheduled for an intake within 48 hours of receiving the request. First counseling session will be scheduled within one week of completion of the intake. Adults will be invited to attend group therapy after 2 counseling sessions have been completed. Individual and group counseling sessions will be twice a month for a minimum of 6 months. Individual counseling

will be extended based on the identified needs of the Adult. Group counseling will be open to the clients for as long as they continue to wish to attend. Adults will receive either individual or group counseling each week for 24 consecutive weeks.

The Adult Domestic Violence Program will be offered in-office, in-home and/or virtually. The Program will offer afternoon, evening and Saturday sessions that do not interrupt with the adult's parent and work responsibilities as well as remove the barrier of lack of transportation.

**Accessibility and Cultural Responsiveness:** services will be made accessible to any youth or adult that has experienced trauma due to domestic violence. All services will be tailored to meet the cultural needs of the clients and be provided by a culturally diverse staff.

**Service Coordination:** The Agency will coordinate services with local schools via school social workers, receive direct referrals from DCP&P, Atlantic and Cape May County Superior Courts via the Family Court, Atlantic and Cape May County Victim Witness offices. *Please see attached letters of support.*

**Accessibility of Services:** Services will be provided Monday through Saturday from 9 a.m. to 8 p.m. Services will be provided in-home, in-office and/or virtually. The office location is centrally located at [REDACTED] and is accessible via public transportation and 2 miles off the Garden State Parkway, the office has space designated for wheelchair accessibility.

### **Client Eligibility/Referral/Rejection/Termination**

All children and adults that have been affected by domestic violence trauma are eligible for services. Self-referrals, parent/legal guardian referrals and community partner referrals are done via phone, to ensure the safety of our referred clients, they will not be contacted unless given written permission. Referrals are responded to within 48 hours of initial contact and client intake is done via phone, if the client meets the program requirements the first counseling session will be scheduled within 5 business days of the intake.

A client will be only rejected from the domestic violence program if there is no disclosure of domestic violence, if trauma is revealed from another source, they will be directed to another agency program. Client's will be terminated after 3 continuous no call/no shows. Client's that have completed the program can continue with individual and group therapy if in the best interests of the client to do so. There is no set end to individual and group therapy, it is dependent on the individual client's needs.

### **Maintaining Confidentiality of Client Records:**

All client records will be kept locked in a filing cabinet in a locked filing closet. Keys are held only by the Supervising Clinician and the Executive Director. Client's will be identified on their files by a client number. The client number list is kept locked in a separate locked filing cabinet.

#### IV. Staffing and Personnel

Three staff members will dedicate a percentage of their agency time providing domestic violence individual youth and adult counseling and facilitating domestic violence youth and adult groups.

Director of Clinical Services [REDACTED] has been with the agency, since 2014 and has focused the last 7 years on providing trauma informed counseling to clients that have experienced trauma and/or the loss of a loved one. 35% of her agency time (14 hours per week) will be spent providing domestic violence individual counseling to youth and adults and facilitating domestic violence support groups.

Trauma Program Coordinator [REDACTED] has been with the agency since 2016 and has 6 years of trauma informed counseling experience. 60% of her agency time (24 hours per week) will be spent providing domestic violence individual counseling to youth and adults and facilitating domestic violence support groups.

Grief and Trauma Therapist, [REDACTED] has been with agency since 2017 and has 5 years of trauma informed counseling experience. 70% of her agency time (28 hours per week) will be spent providing domestic violence individual counseling to youth and adults and facilitating domestic violence support groups.

Student Interns: The agency is a teaching facility and contracts with Stockton State University in providing internships to students in the Master of Social Work program. Student interns will be utilized by the project staff as co-facilitators of the agency's grief and trauma-based support groups. All agency interns must complete the 40-hour grief and trauma support group facilitator training prior to any interaction with agency clientele.

Volunteers: Volunteers are utilized as co-facilitators of the agency's grief and trauma-based support groups. All volunteers undergo agency background checks and must complete the 40-hour grief and trauma support group facilitator training prior to any interaction with agency clientele. The agency currently has 25 active volunteers, the last training was conducted in August 2021.

Please see the attached Job descriptions, sample staff schedule and resumes

## **V. Program Implementation**

Current staff will be used to implement and execute grant requirements. Upon receipt of the grant, 3 staff employees will be scheduled to provide 25 one-hour individual therapy sessions and 2 group therapy sessions per week. Contracted services will begin during the first month of the grant award. Current clients that meet the criteria will be offered to take part of the group therapy.

The Superior Courts of Atlantic and Cape May County, The Division of Child Protection & Permanency, Schools located within the targeted population, County Domestic Violence Agencies and Community Agencies will be directly notified of the programs services and the availability to take immediate referrals.

The targeted underserved populations in Atlantic County and Cape May County will be targeted via school social workers, local police departments and community agencies in the towns of Atlantic City, Pleasantville, Woodbine and Wildwood. The agency currently has grief school-based groups in these school districts and will utilize our current working relationship to receive clients.

## **VI. Outcome and Evaluation**

Data will be collected by each staff member and submitted to the Executive Director for evaluation and reporting on a quarterly basis. Individual client data will track the client's progress in their emotional, behavioral, social and work/school performance from initial contact with the agency to completion of services.

Youth and Adult Group Data will be collected via pre and post group surveys. Attendees will be tracked and compiled via sign in sheets. Upon receipt of the Grant, Surveys will be created for all grant funded groups. *Please see current agency Youth Grief and Trauma Surveys.*

Number of unduplicated clients served, and sessions completed will be tracked via Theranest on a quarterly basis.

## **VII. Leveraging and Sustainability**

Agency thrift store revenue, donations and fundraising will be used ensure sustainability in addition to providing services to trauma victims that exceed the grant's contract of services.



**VI. Budget**

The grant monies will only be used for personnel costs.

3 Agency Staff will be paid via grant funds

1. Director of Clinical Service/ Therapist: [REDACTED]

@35% of agency time will be spent on the grant

Salary	Fringe	Total Cost	Charged to Grant
65000	15,554	82554	26,213

2. Trauma Program Coordinator: [REDACTED]

@60% of agency time will be spent on the grant

Salary	Fringe	Total Cost	Charged to Grant
48000	17796	65796	39048

3. Grief and Trauma Therapist: [REDACTED]

@70% of agency time will be spent on the grant

Salary	Fringe	Total Cost	Charged to Grant
42000	16809	58809	41868

**Personnel total charged to grant: \$107,129**



## Commitment to Trauma Informed Care

1. Trauma Informed Care is the essence of the practices and services of The Alcove. Staff at every level will understand trauma and conduct themselves in such a way to better serve everyone who walks through the doors of The Alcove.
2. The Alcove recognizes the impact of trauma to our communities and to the clients we serve.
3. The Alcove is committed to targeted, evidence-based strategies to understand trauma, reduce the impact, and to better serve our clients.
4. The Alcove embraces cultural diversity and gender as a part of understanding each individual and the trauma they may have experienced related to their ethnicity and gender identity.
5. The employees of The Alcove develop an awareness of trauma and the impact it has on our community and the clients we serve through professional trainings specific to trauma awareness and wellness.
6. The programs at The Alcove promote trauma wellness through individual client and program assessments to recognize and implement key components within the daily operations proven to increase the likelihood of success for clients involved in services who have experienced significant trauma in their lives. This will ensure that in the course of providing services clients do not experience further traumatization.
7. The Alcove's Commitment to trauma informed care will be evident in the way we seek to be aware of individual client experiences with trauma and how we serve these clients, how we interact with everyone that walks through the doors of The Alcove, how we treat our employees, our trauma informed care will guide all program operations and be conducive of a healing environment.
8. Our commitment to Trauma Informed Care, will improve the way in which clients respond to our interventions and to their success during and long after their experience at The Alcove. Agency employees will feel empowered, respected and a sense of dignity as they out the mission of The Alcove.



## Trauma Informed Care Agency Practices

- Client empowerment: Agency therapists will work with clients to identify the individuals' strengths to empower them in the development of their treatment
- Choice: Clients will be informed regarding treatment options so they can choose the options they prefer
- Collaboration: Maximizing collaboration among staff, clients, and their families in organizational and treatment planning.
- Safety: All settings and activities will be created in a manner that ensure clients' physical and emotional safety
- Trustworthiness: clear expectations will be created with clients about what proposed treatments entail, who will provide services, and how care will be provided

All Clinical and non-clinical staff will be provided trauma training.



CENTER FOR GRIEVING CHILDREN & FAMILIES

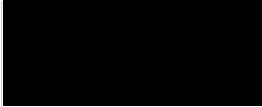
**THE ALCOVE CENTER'S**  
**CLIENT'S BILL OF RIGHTS**

1. The right to privacy and dignity.
2. The right to the least restrictive conditions necessary to achieve the goals of treatment/services
3. Have and express your own feelings.
4. Participate fully in and ask for information regarding your Treatment Plan.
5. Be treated with the utmost confidentiality within the limits of legal and ethical responsibilities of The Alcové. There are circumstances in which confidential information must be shared. This would include court legal proceedings, child abuse and neglect, suicidal and homicidal intent and certain criminal behaviors which endanger the public.
6. Review with The Alcové staff your records and request correction of any inaccurate information, except where prohibited by law.
7. Request that your case record be shared with another community agency, physician, hospital, attorney or organization.
8. File a grievance with the agency regarding your treatment.
9. Receive the highest degree of professional treatment without discrimination as to race, color, sex, age, ethnic origin, religion or disability.
10. Have the bill of rights read or explained to you in detail by the treating therapist.

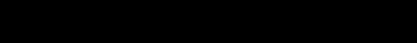


**Board of Directors 2021-2023**

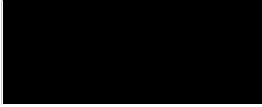
**Michele Masterman, Board President**  
Ventnor Educational Community Complex



**Term: September 2021-2023**



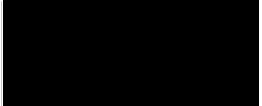
**Kelly Batz, CPA**



**Term: September 2021-2023**



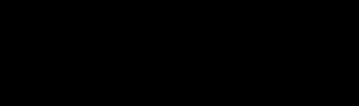
**Beth Blumberg**



**Term: September 2021-2023**



**Keith A. Davis, Esq.**  
Nehmad, Perillo & Davis



**Term: September 2021-2023**



**Marc Ludwig- Allstate Insurance**



**Term: September 2021-2023**



**Amy R. Weintrob, Esq**  
Hankin, Sandman, Palladino & Weintrob



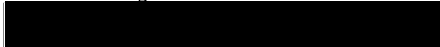
**Term: September 2021-2023**



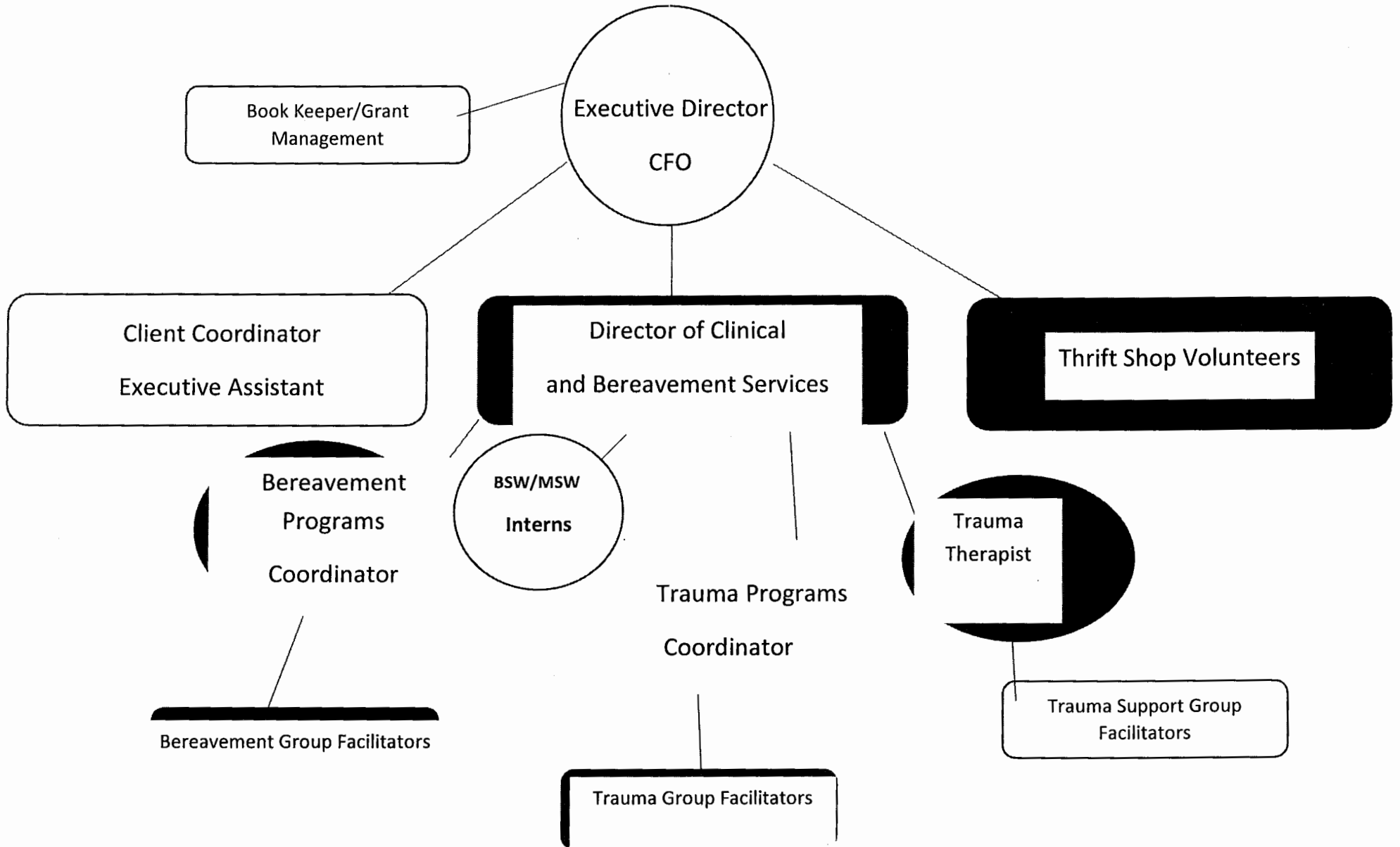
**Tracy Reighard, MSN, RN**  
AtlantiCare



**Term: September 2021-2023**



Board of Directors



Howard H. Berchtold, Jr.  
Trial Court Administrator

**JULIO L. MENDEZ**  
Assignment Judge

John Thomas  
Division Manager

Superior Court of New Jersey  
1201 Bacharach Blvd  
Atlantic City, NJ 08401

njcourts.gov • Tel: 609-402-0100

November 3, 2021

New Jersey Department of Children and Families

RE: Letter of Support for The Alcove Center for Grieving Children and Families

To Whom It May Concern:

It is my pleasure to provide a letter of support for the American Rescue Plan Supplemental Funding for Domestic Violence Services grant application (CFDA#93.671) being submitted by The Alcove Center for Grieving Children and Families.

Through the American Rescue Plan Supplemental Funding for Domestic Violence Services grant, The Alcove Center will provide trauma informed care to children and families whose lives have been affected by domestic violence.

On behalf of the Judiciary of Atlantic and Cape May Counties, please accept this letter in full support of The Alcove Center's initiative and application for the American Rescue Plan Supplemental Funding for Domestic Violence Services grant. We appreciate the opportunity to voice our support and look forward to our continued partnership with The Alcove Center. Thank you for your consideration and please do not hesitate to contact me if you require any further information concerning services provided by The Alcove Center.

Very truly yours,



Howard H. Berchtold, Jr.  
Trial Court Administrator

c: [REDACTED] Executive Director, The Alcove Center for Grieving Children & Families  
[REDACTED] Family Division Manager





# OFFICE OF THE PROSECUTOR

County of Atlantic



CARY S. SHILL  
*First Assistant Prosecutor*

BRUCE DESHIELDS  
*Chief of County Investigators*

DAMON G. TYNER  
Atlantic County Prosecutor

4997 Unami Boulevard, Suite 2  
P.O. Box: 2002  
Mays Landing, NJ 08330  
Office of Victim Witness Advocacy  
(609) 909-7850 • Fax: (609) 909-7874



MARIO C. FORMICA  
*Deputy First Assistant Prosecutor*

July 2, 2021

[REDACTED]  
Executive Director

The Alcove Center For Grieving Children and Families  
"Transforming Grief and Loss to Hope and Healing"

[REDACTED]

RE: Letter of support

Dear [REDACTED]

The Atlantic County Prosecutor's Office of Victim Witness Advocacy supports The Alcove Center for Grieving Children and Families, Office of Juvenile Justice and Delinquency Prevention (OJJDP) grant application for funding, to enhance and expand services to families dealing with trauma, grief and loss due to substance abuse in Atlantic County. We have been referring children and their families to their program since 2001, and rely upon The Alcove to provide unduplicated educational and support services for those who grieve and suffer trauma due to substance abuse. Not every child needs traditional therapy to aid them in their loss, but every child needs to know they are not alone in their grief and trauma, and to bond with those similarly and uniquely situated. Including adults in your services is important as well, so the family can be supported as they heal together.

Please contact me at (609) 909-7847 if I can be of further assistance.

Respectfully,

Jacqueline Simonson  
Victim Witness Coordinator

Se habla Español. Por favor llame al (609) 909-7792



## **Director of Clinical and Bereavement Services- Full Time Position**

Reports to the Executive Director

### **Essential Duties and Responsibilities**

Implementation and evaluation of contractual agreement between The Alcove and Superior Court of Atlantic County-Family Division

Provides grief counseling, psychotherapy, and treatment planning to children, adults, and families

Compose and implement comprehensive treatment plans to address maladaptive behaviors

Maintain client's files in accordance with practice standards and documentation as required according to the NJ Division of Mental Health and Addiction Services guidelines

Establish and maintain relationships with local service providers

Program development, implementation, and evaluation

Collection and dissemination of program data

Supervision of clinical staff- conduct supervision (individual and group), performance reviews and staff development

Recruit and training of staff

System advocacy and support to county boards and committees

Assist administrative team with grant writing

Supervision and curriculum planning for undergrad and graduate level internships

Ongoing dialogue and working relationships with college faculty, relating to internships

Other duties as assigned

### **Education and Experience**

A Master's Degree in a Human Service field.

Licensed to practice in New Jersey.

Experience with coordination of service delivery. Represent The Alcove through strong interpersonal skills while with staff, volunteers, school administration and the general public.



CENTER FOR GRIEVING CHILDREN & FAMILIES

## Trauma Program Coordinator- Full Time Position

### **Essential Duties and Responsibilities:**

1. Provide competent, direct clinical services; individual, couples, family psychotherapy, group therapy, and intake assessments to prospective clients regardless of race, gender, culture, or ethnicity
2. Complete required documentation within established timeframes per federal, state, County, and agency regulations, policy and procedures. Adhere to HIPAA regulations in all related client matters
3. Provide comprehensive clinical assessment, diagnosis, and treatment appropriate to clients presenting concerns
4. Maintain professional license; obtain advanced license, participate in workshops as mandated/required
5. Establish and maintain relationships with local service providers
6. Supervision of clinical staff- conduct supervision (individual and group), performance reviews and staff development
7. Recruit and training of volunteers
8. Assist admin team with grant writing
9. Supervision and curriculum planning for undergraduate level students
10. Attend weekly supervision meetings with Director of Clinical Services
11. Carry out additional duties as assigned by Supervisor
- 12.

### **Education and Experience:**

1. A Master's Degree in Human Service field with current New Jersey license; LSW, LAC with ability to acquire advanced license within one year from date of hire. Prefer graduate degree in Social Work, Counseling, or Psychology with advanced New Jersey license; LCSW, LPC, LMFT, Licensed Psychologist
2. Minimum two years post graduate, direct clinical experience, providing psychotherapy
3. Experience with coordination of service delivery. Represent The Alcové through strong interpersonal skills while with staff, volunteers, school administration and the general public.
4. Ability to complete documentation independently, accurately, and adhere to timeframes
5. Knowledge, training, and application of evidenced-based treatment
6. Valid New Jersey driver's license

**Reports To:** Director of Clinical Services and Executive Director



### **Trauma Therapist - Full Time Position**

Reports to the Director of Clinical and Bereavement Services

### **Essential Duties and Responsibilities**

Maintains a 30-person caseload

Provide treatment in a variety of modalities such as individual and family therapy

Maintain client files in accordance with practice standards and documentation as required according to the NJ Division of Mental Health and Addiction Services guidelines

Update treatment plans every 90 days

Flexible availability

Able to multitask and pitch in to help where needed on various projects.

### **Education and Experience**

A Master's Degree in Social Work or related Master's Degree in the field of mental health

Valid Clinical License to practice in the state of New Jersey

Experience working with a variety of mental health issues particularly grief and trauma

Knowledgeable in assessment, evidenced based treatment, treatment planning, diagnosis, and discharge planning

Strong interpersonal skills with staff, volunteers, and the public

Excellent computer and organization skills



## **Executive Director- Full Time Position**

The Executive Director is the key management leader of The Alcove. The Executive Director is responsible for overseeing the administration, programs and strategic plan of the organization. Other key duties include fundraising, marketing, community outreach and operation of the Thrift shop.

General Responsibilities:

Program Development and Management:

- Manage the operation of programs and activities to meet the goals and objectives established by the Board of Directors
- Oversee organization Board and committee meetings
- Plan and evaluate agency programs and activities
- Assure the alignment of agency programs and services with community needs.
- Maintain official records and documents, and ensure compliance with federal, state and local regulations
- Maintain a working knowledge of significant developments and trends in the fields of bereavement and trauma
- Maintain a climate which attracts, keeps and motivates a diverse staff of quality people
- Ensure ongoing programmatic excellence

Financial Management and Planning:

- Develop operating budget for Board consideration and submission to funding agencies
- Manage The Alcove within the budget
- Administer and monitor all contracts
- Monitor investment of funds

Institutional Advancement:

- Fundraise from public and private sources to support operations and long-term goals
- Research and apply for grant funding from Foundation and Government entities
- Advocate to community and business leaders, government officials, other agency directors, and the media to create active support for The Alcove programs
- Develop and implement short and long-range plans consistent with Board-developed goals and objectives
- Develop and lead fundraising campaigns and events with Board of Directors

Organizational Development, Human Resource and Physical Plant Management:

- Recruit, supervise, and retain qualified staff
- Provide for staff training and development
- Ability to coach staff, manage and develop high-performance teams
- Develop personnel policies and procedures with the Board and oversee their implementation
- Recruit and organize volunteers
- Manage The Alcove physical building

- Maintain and improve The Alcove's technology capabilities

#### Operation of Thrift Shop

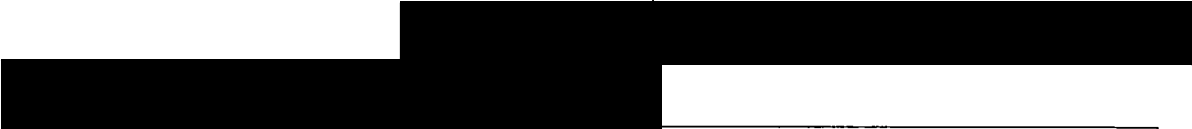
- Recruit, train and maintain volunteer workforce
- Manage day to day business operations
- Knowledge of pricing and sorting and merchandising of donations
- Maintaining high quality of cleanliness in store

#### Qualification:

- Master's Degree (Preferred)
- Management experience in the non-profit sector
- Computer and Database literate
- Organizational and entrepreneurial skills
- Strong marketing, public relations and fundraising experience
- Strong written and verbal communication skills, a persuasive and passionate communicator with excellent interpersonal and multidisciplinary project skills

#### Qualities:

- Compassionate
- Driven
- Engaging people person
- Ability to work with diverse groups of people
- Self-directed
- Integrity, positive attitude, mission driven



## Education

Master of Social Work	Stockton University ▪ 2016
Bachelor of Arts Psychology	Stockton University ▪ 2014

## Professional Experience

### **Director of Clinical and Bereavement Services**

*The Alcove Center for Grieving Children and Families*  
Northfield, NJ ▪ September 2019– Present

- Provide individual therapy, Grief counseling, trauma-focused therapy, psychotherapy, and treatment planning to children, adults, and families.
- Compose and implement comprehensive treatment plans to address maladaptive behaviors.
- Maintain clients' files in accordance with practice standards and documentation as required according to the NJ Division of Mental Health and Addiction Services guidelines
- Establish and maintain relationships with local service providers
- Program development
- Collection and dissemination of program data
- Supervision of clinical staff. Conduct supervision, performance reviews and staff development
- Recruitment and training of staff and volunteers
- System advocacy and support to county boards and committees.
- Assist administrative team with grant writing
- Supervision and curriculum planning for undergraduate and graduate level internships
- Ongoing dialogue and working relationship with college faculty, relating to internships

## **Therapist**

*Teladoc*

*November 2020-Present*

Northfield, NJ ▪ September 2019– Present

- Provide individual therapy, trauma-focused therapy, psychotherapy, and treatment planning to Client via telahealth
- Compose and implement comprehensive treatment plans to address identified challenges
- Maintain clients' files in accordance with practice standards and documentation as required according to the NJ Division of Mental Health and Addiction Services guidelines

## **Clinician**

*Youth Consultation Service*

Estell Manor, NJ ▪ Nov. 2016– August 2019

- . Provide individual, group, and family therapy interventions to clients, their families, and support systems
- . Assess the needs of clients and families
- . Collaborate with BCBA in creation of behavior support plans utilizing behavior modification techniques
- . Utilize a nurtured heart strength-based approach in practice and create a culture of acceptance in environment
- . Formulate comprehensive Treatment plans to address clinical strengths and needs
- . Compiles biopsychosocial history
- . Provide client-centered advocacy
- . Provide referral and linkage to ancillary and or specialized treatment services and interventions as needed in collaboration with CST
- . Assist in stabilization via crisis prevention/intervention
- . Lead and participate in treatment team meetings monthly
- . Collaborate with DCF schools to assist in treatment planning and IEP techniques
- . Prepare and submit progress notes within allotted timeframe
- . Maintain yearly core competency training and credentialing and privileging

## **Family Service Clinician**

*The Alcove Center for Grieving Children and Families*

Northfield, NJ ▪ Dec.2014– June 2016

- . Assess the needs of families to achieve reunification
- . Supervise visitation between non-custodial parent and child for court-appointed cases
- . Implement boundaries and redirect clients in order to reach main objective of reuniting families
- . Provide DAP notes for the courts



## **Internship Experience**

### **School Outreach, Suicide, and Bereavement Group Facilitator**

*The Alcove Center for Grieving Children and Families*

Northfield, NJ • July, 2014 – June, 2016

- . Determine eligibility for numerous different grants by organizing, processing, and researching different foundations and requesting funding in order to maintain the Alcove's mission
- . Facilitate peer support groups for children and adults who are suffering from grief from loss of a loved one
- . Provide school based interventions for adolescents experiencing grief/ bereavement in high risk areas in Atlantic County schools in order to increase school participation, lower anxiety and internalization, and decrease feelings of loneliness
- . Teach healthy coping skills to adolescents in all groups (at center and in schools)
- . Began a Suicide Survivor's support group where children and families who lost a loved one to suicide can express themselves and meet others who are going through a similar situation

## **Work History**

### **Store Manager/ Sales professional**

*Kay Jewelers*

Mays Landing, Deptford, NJ • August 2007– August 2020

- . Manage the staff of 15 within company standards and policies
- . Worked 48+ hours work weeks throughout attaining my Bachelor's degree
- . Worked 35+ hours work weeks throughout attaining my Master's degree
- . Determine needs of associates and train them to continuously develop their skills
- . Cultivated a positive work environment and positive disciplinary outcomes.
- . Attended leadership conferences annually

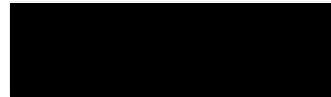
## **Certifications**

<b>CPR Certification</b>	<b>November 2018</b>
<b>Handle with Care Certification</b>	<b>November 2018</b>
<b>Trauma-Focused Cognitive behavior Therapy (TF-CBT)</b>	<b>September 2018</b>
<b>SIFI certification (Supervision of Social work student interns)</b>	<b>June 2017</b>
<b>New Jersey School Social Worker Certification</b>	<b>June 2016</b>
<b>Paralegal Certificate from Prism Career Institute</b>	<b>June 2010</b>

**State Of New Jersey  
New Jersey Office of the Attorney General  
Division of Consumer Affairs**

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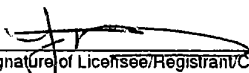
HAS CERTIFIED



FOR PRACTICE IN NEW JERSEY AS A(N): Lic. Clinical Social Worker

08/01/2020 TO 08/31/2022  
VALID

44SC05868000  
LICENSE/REGISTRATION/CERTIFICATION #

  
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Signature of Licensee/Registrant/Certificate Holder

  
\_\_\_\_\_  
ACTING DIRECTOR

# Certification of Completion



has completed to satisfaction



and is awarded

**11** continuing education contact hours

Granted: 09/27/2018

*Daniel W. Smith*

Course Director, TF-CBTWeb2.0

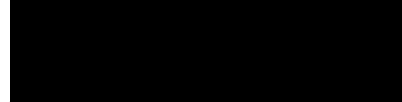
TF-CBTWeb2.0 was developed and is maintained at The Medical University of South Carolina. The Medical University of South Carolina is an approved provider of continuing education for South Carolina mental health professionals. This online training course, Trauma-Focused Cognitive Behavioral Therapy 2.0, has been approved for 11 contact hours of continuing education.

The National Crime Victims Research and Treatment Center, Medical University of South Carolina (MUSC) has been approved by NBCC as an Approved Continuing Education Provider, ACEP No. 6512. Programs that do not qualify for NBCC credit are clearly identified. The National Crime Victims Research and Treatment Center is solely responsible for all aspects of the program.

RUTGERS  
University Behavioral  
Health Care  
151 Centennial Ave.  
Piscataway, NJ 08855  
Main: (732-235-9282)

## Center for Continuing Education

Awards this certificate of attendance to



### The Six Core Strategies to Prevent Violence, Trauma and the Use of Seclusion & Restraint in Behavioral Health Settings

On January 10 & 11, 2019 at 6 Industrial Way, East, Eatontown, NJ 07724

Social Work (NJBSWE): 12 general continuing education clock hours  
Psychologists (APA): 10 Introductory CE credits

Certified Counselor (NBCC): 10 clock hours

**Social Workers (The New Jersey Board of Social Work Examiners):** This program is approved for social work continuing education hours by Rutgers University Behavioral Health Care in accordance with New Jersey administrative code 13:44G-6.4 and recognized by The New Jersey Board of Social Work Examiners.



**Certified Counselors:** Rutgers University Behavioral Health Care has been approved by NBCC as an Approved Continuing Education Provider, ACEP No. 6198. Programs that do not qualify for NBCC credit are clearly identified. Rutgers University Behavioral Health Care is solely responsible for all aspects of the program.



**Psychologists:** Rutgers University Behavioral Health Care is approved by the American Psychological Association to sponsor continuing education for psychologists. Rutgers University Behavioral Health Care maintains responsibility for the program and its content. Instructional Level: Introductory.

*Leonard Estrada*

Leonard Estrada, MSW, LCSW

*Stephanie Marcello, Ph.D.*

Stephanie Marcello, PhD

*Ravi Maharajh*

Ravi Maharajh, EdS, LPC, ACS

**SUMMARY OF QUALIFICATIONS:**

Certified Clinical Trauma Professional with 4 years of experience providing direct practice to families who have experienced grief and trauma. Administer and interpret assessment instruments to provide complete and accurate information necessary for treatment, Implement and manage crisis interventions for youth and families who have/are experiencing crisis. Effectively manage caseload and make referrals when needed. Facilitate and co-facilitate orientation sessions for new student interns and volunteers, communicate effectively and work productively with students and staff from diverse cultural and ethnic backgrounds. Excellent observation skills, strong interpersonal skills, and timely note taking skills.

**EDUCATION:**

Richard Stockton University  
Degree: **Master of Social Work (Concentration: Cultural Competence)** Galloway, NJ  
September 2016-May 2017  
GPA: 3.93/4.0

Richard Stockton University  
Degree: **Bachelor of Science (Concentration: Child Welfare)** Galloway, NJ  
August 2014-May 2016  
GPA: 3.8/4.0

**License/Certifications**

Licensed Social Worker (LSW): Active  
Certified Clinical Trauma Professional  
January 2018  
July 2018

**EXPERIENCE:**

Alcove Center for Grieving Children and Families Galloway, NJ  
**Trauma Program Coordinator/Therapist** April 2018-Current

- Provide individual and family therapy to individuals experiencing Grief/Trauma, complete intakes and assessments, providing complete and accurate information necessary for treatment and billing
- Facilitate peer student support groups for grief and trauma
- Outreach to schools who serve at risk youth and may benefit from receiving services for victims of primary/secondary trauma
- Maintain contact with school counselors regarding groups as well as educate personnel and administration about the impacts of trauma
- Prepare treatment plans and progress notes in DAP format while adhering to company standards
- Supervise student interns and complete intern evaluations
- Facilitate/co facilitate orientations for interns and volunteers
- Submit quarterly reports to maintain grant

Where Kids Thrive EHT, NJ  
**Mental Health Counselor** December 2019- February 2021

- Provide direct service to children, adolescents, and families, including difficult to reach, traumatized, or disengaged individuals and families.
- Identifies and intervenes with the needs of abused and neglected individuals.
- Complete intakes and assessments, providing complete and accurate information necessary for treatment and billing
- Design and implement treatment plans that promote healthy attachments, self-regulation, independence, impulse control, decision making skills, social responsibility/empathy.
- Work collaboratively with other team members who are supporting individual, educators, care managers, physicians, behavioral assistants, other clinicians.
- Provide teletherapy when needed.
- Implement and manage crisis interventions for families
- Prepare progress notes in DAP format utilizing NJ Children's System of Care

AtlantiCare: Children's Partial Hospitalization Program  
Mental Health Associate

EHT, NJ  
September 2017- April 2018

- Facilitated and co-facilitated groups utilizing multi modal approaches to therapy including cognitive, psycho-educational, and expressive arts
- Developed and supported client's participation in recreational and social activities and healthy relationships
- Coordinated and communicated with agencies to ensure client received needed services
- Assisted clients in developing healthy coping skills and identify/utilize support systems
- Worked with the multidisciplinary team to develop and implement treatment goals for clients
- Accurately completed progress notes addressing treatment goals, treatment problem areas, and changes in mental status
- Crisis intervention

Alcove Center for Grieving Children and Families  
Intern

Northfield NJ, 08225  
September 2016- May 2017

- Facilitated and cofacilitated groups for individuals who experienced the death of a loved one
- Conducted intakes for group as well as court ordered visitations
- Conducted supervised and therapeutic court ordered visitations
- Organized, promoted, and facilitated new groups
- Community Outreach
- Prepared DAP notes while adhering to company standards

Oasis Youth Shelter  
Intern

Cape May NJ 08204  
September 2015-May 2016

- Performed case management for all youth
- Provided direct counseling services
- Provided life and social skills training including assisting with education, employment, budgeting, and money management
- Assisted youth with setting and accomplishing goals (including a plan for transitioning to independent living)
- Completed documentation and other reporting requirements

References: Available upon request

State Of New Jersey  
New Jersey Office of the Attorney General  
Division of Consumer Affairs

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Division of Consumer Affairs

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Licensed Social Worker

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License/Registration/Certificate #

*Paul Rodriguez*  
ACTING DIRECTOR

353300  
LICENSE/REGISTRATION/CERTIFICATION #

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*Paul Rodriguez*  
ACTING DIRECTOR

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P.O. Box 45033  
Newark, NJ 07101

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[REDACTED]

## EDUCATION

University of Louisville  
**Master's in Science of Social Work**  
Major: Social Work  
5/2018-7/2019

Rutgers University, Camden, NJ  
**Bachelor of Arts**  
Major: Social Work  
1/2015-5/2017

Atlantic Cape Community College,  
Mays Landing, New Jersey  
**Associates of Arts**  
Major: Human Services  
1/2012-12/2014

Absegami High School, Galloway, NJ  
**High School Diploma**  
2011

## PROFESSIONAL EXPERIENCE

Alcove Center for Grieving Children and Families 1/2019-present  
**Bereavement & Supervised Visitation Coordinator**

- Conduct intakes to assess needs for children and families seeking bereavement services.
- Coordinate, evaluate, maintain, and promote program development for peer support modeled services offered to children and families seeking bereavement services.
- Provide individual therapy utilizing evidenced based practices with children and adult clients.
- Per the recommendation from Superior Court of New Jersey's Family division, assess family's needs for visitation
- Facilitate therapeutic supervision for families in a safe environment in an effort to strengthen or reestablish parental bond.

Family Service Association, 8/2017- 1/2019

**Direct Care Worker (adolescents 12 years old – 17 years old)**

- Provide case management to assigned case load as well as refer and connect adolescents and their families with resources in their surrounding communities.
- Prepare daily therapeutic, personal growth and development activities focusing on areas such as life skills, team building, communication, and socials skills
- Facilitate Dialectical Behavioral Therapy inspired psychoeducation groups.

Juvenile Justice Commission 9/2016-4/2017

**Internship- Rutgers BSW**

- Conduct comprehensive intake assessment with each resident during admission.

- Cofacilitate anger replacement training (ART) groups.
- Provide weekly one on one sessions to check in with residents to address any needs they may have.
- Adhere to accountability model while providing guidance and education to aid the resident in achieving personal and program goals.

**Licensure**

Licensed Social worker (New Jersey) – Active  
Seminar in Field Instruction (SIFI) -Active

YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS **44SL 06558000** EXPIRATION DATE **2022**  
 PLEASE USE IT IN ALL CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS. USE THIS SECTION TO REPORT ADDRESS CHANGES. YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED BELOW.

**Board of Social Work Examiners**  
**P.O. Box 45033**  
**Newark, NJ 07101**

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 BUSINESS

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HOME   
 BUSINESS

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 INCLUDE AREA CODE

TELEPHONE  
 INCLUDE AREA CODE

If the law governing your profession requires the current license/registration/certificate to be displayed, it should be within reasonable proximity of your original license/registration/certificate at your principal office or place of business.

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

**State Of New Jersey**  
**New Jersey Office of the Attorney General**  
**Division of Consumer Affairs**

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**Board of Social Work Examiners**  
 HAS CERTIFIED



FOR PRACTICE IN NEW JERSEY AS A(N) **Licensed Social Worker**

09/03/2020 TO 08/31/2022

**44SL06558000**

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Signature of Licensee/Registration/Certificate Holder

ACTING DIRECTOR

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 P.O. Box 45033  
 NEWARK, NJ 07101

09/03/2020 TO 08/31/2022  
 44SL06558000  
 License/Registration/Certificate #

SIGNATURE  
*Paula Rodriguez*  
 ACTING DIRECTOR

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## Summary

Experienced Executive Director who creates strategic alliances with Federal, State, Local leaders and communities to effectively sustain, expand and support key business initiatives. Builds and retains high performance teams by hiring, developing and motivating skilled professionals.

## Areas of Expertise

\* Non-Profit management \* Grant Writing and Compliance \* Fiscal Management and Expansion  
\* Staff Management/Training/Retention \* Federal-State-County Regulatory Compliance \* Volunteer Recruitment/Training/Retention \* State-County-Local Public Relations \* Public Speaking and Advocacy

## Experience

Executive Director Present The Alcove Center for Grieving Children & Families. - Galloway, NJ

Executive Director April 2002 to March 2017 Coalition Against Rape and Abuse, Inc. - C.M.C.H., NJ

Executive Director, C.F.O., Staff Attorney: responsible for Federal/State/County Compliance, Employee Hiring and Supervision, Fiscal Soundness, Retention and Expansion of Client Services, Legal Representation and Advocacy, Public Relations, Partner and liaison with Community Businesses, Local/State Police and Government Officials.

- \* Financial: Restored agency to financial soundness: Advanced agency from running in the red to securing and maintaining 6 months of reserves, expanding services and facilities and obtaining over 25 Million in grant funding/private donations for operational and capital expansions. Expanded and secured the agency budget from \$700,000 to 1.2 million annually.
- \* Capital Expansion: Served as the Project Director of the Agency's Economic Independence Program. Obtained 1.5 million in grant funding and in kind services for the construction of 4 transitional housing duplexes and a community center that expanded services to residential and non-residential clients.
- \* Supervision: Supervised a staff of 25 and 50 volunteers. Streamlined staff responsibilities obtaining optimal service delivery and maximum employee time management. Maintained a 98% employee retention rate.
- \* Agency Attorney: Agency Law Project Director. Provided legal representation an advocacy to domestic violence and sexual assault survivors. Recruited, trained, and supervised Agency Domestic Violence and Sexual Assault Response Teams. Succeeded in obtaining partnerships with all Cape May County State and Local police and establishing police protocol that mandated activation of

the response teams.  
\* Public Relations/Committees: Served as the agency liaison and spokesperson.

Highlights:

NJCEDV: Past President, Executive Committee Member and Board Trustee.

HSAC: Executive Committee Member and Agency Representative on the Cape May County Human Services Advisory Council.

DVWG: Member of the Cape May County Domestic Violence Working Group. Partnered with State/Municipal Judges, County/Municipal Prosecutors, State/Municipal Police, County Victim Witness and Court Staff in advocating for the safety and legal rights of Domestic Violence Survivors.

Education

J.D.- Law 1995  
St. Mary's University School of Law - San Antonio, Texas

B.S.- Human Development & Family Studies 1992  
University of Rhode Island

Certifications

Domestic Violence Response Team Volunteer  
Sexual Assault Response Team Volunteer  
United States Postal Service Mediator

Staff	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total Weekly Grant Hours
			2-9			10-5	14
	3-8	9-4	9-4	3-8			24
		12-8	4-8	12-8	9-5		28

Weekly hours dedicated to providing grant services will remain constant.

Days and times may change based on the needs of our domestic violence clients.



## **Staffing Patterns:**

Staff's schedules are arranged to provide day, evening, and weekend hours.

All Staff is scheduled for a 40-hour week.

Days and Times for each staff member vary dependent on the need of our clients and change as our clients change as well as client availability.



## Safe-Child Standards

"The Alcove is committed to the safety and well-being of all children and youth accessing our services. The Alcove educates its staff about the risks related to child sexual abuse, instituted policies and practices are designed to protect children from the risk of child sexual abuse. Our Board, staff, and volunteers are trained on New Jersey's reporting requirements for child sexual abuse".

1. Alcove staff, volunteers, interns, and Board members will receive training on child development and how child sexual abuse can occur within the organization and are required to undergo Federal, State and Local background checks prior to working with The Alcove.
2. Alcove programs are reviewed to identify any potential risks of sexual abuse and/or staff allegations thereof. If an identified risk is found, action will be taken to minimize the risk to the children and staff.
3. The Alcove strives to promote a safe and positive environment for all clients accessing our services. The Alcove will follow its code of conduct in interacting with children and being aware of behaviors between children.
4. The Alcove's code of conduct incorporates the treatment of children and adults with dignity, respect and fairness.





## Program Space

The agency space:

### **Group Rooms:**

Community Room: 520 square feet

Littles Room: 210 square feet

Middles Room: 210 Square feet

Teens Room: 210 Square feet

Adults Room: 300 Square feet

### **4 Counseling Offices**



## **Evaluation Tools**

Data will be collected by each staff member and submitted to the Executive Director for evaluation and reporting on a quarterly basis. Individual client data will track the client's progress in their emotional, behavioral, social and work/school performance from initial contact with the agency to completion of services.

Youth and Adult Group Data will be collected via pre and post group surveys. Attendees will be tracked and compiled via sign in sheets. Upon receipt of the Grant, Surveys will be created for all grant funded groups.

*Please see attached current agency Youth Grief and Trauma Surveys.*



[www.thealcove.org](http://www.thealcove.org)

## Trauma Pre-Group Evaluation Form

Student's Name \_\_\_\_\_ Date \_\_\_\_\_

School \_\_\_\_\_ DOB \_\_\_\_\_ Grade \_\_\_\_\_

1. How have you been feeling since your traumatic experience/s? (check all that apply)

Sad \_\_\_ Anxious \_\_\_ Angry \_\_\_ Guilty \_\_\_ Lonely \_\_\_ Surprised \_\_\_

Other (please explain) \_\_\_\_\_

2. Since your traumatic experience/s school has been: harder \_\_\_  
easier \_\_\_

the same \_\_\_ other: \_\_\_\_\_

3. How comfortable are you talking about your experience and your feelings?

\_\_\_\_\_

4. Are you able to talk to anyone, outside of group, about your experience/s?

\_\_\_\_\_



**Trauma Post-Group Evaluation Form**

Student's Name: \_\_\_\_\_ Date \_\_\_\_\_

School \_\_\_\_\_ Grade \_\_\_\_\_

1. How have you been feeling since attending the Alcove trauma group?

                                better \_\_\_\_\_          worse \_\_\_\_\_          the same \_\_\_\_\_  
Why? \_\_\_\_\_

2. Since coming to the Alcove trauma group has school been?

                                harder \_\_\_\_\_          easier \_\_\_\_\_          the same \_\_\_\_\_  
Explain \_\_\_\_\_  
\_\_\_\_\_

3. Since coming to our group are you more comfortable talking about your feelings?

\_\_\_\_\_

4. Would you recommend this to your friends who have experienced or witnessed a traumatic event?    Yes \_\_\_\_\_    No \_\_\_\_\_

5. What helped you the most throughout your time in group?

\_\_\_\_\_

Exhibit D

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

**ALL DCF Providers must sign, scan, and email this executed document to:  
OfficeOf.ContractAdministration@Dcf.nj.us**

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

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

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

**A. An attestation:**

\_\_\_\_\_ signed by a labor organization confirming entry into a labor harmony agreement with such labor organization; **or**

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

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

**B. A notice:**


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

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

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

I ensure the organization will continue to make a good faith effort to comply with minimum health and safety protocols issued by DCF to adequately ensure the safety of the covered providers' employees, and service recipients at least through the 366th day following the end of the public health emergency and state of emergency declared by the Governor in Executive Order No. 103 of 2020. These efforts include our adherence to the measures service providers may take to prevent and mitigate exposure to, and spread of, the COVID-19 virus while delivering services, as explained by the DCF Commissioner's issuance of Guidance's published on the DCF website at: [https://www.nj.gov/DCF/coronavirus\\_contractedproviders.html](https://www.nj.gov/DCF/coronavirus_contractedproviders.html) These Guidance's have amended and supplemented, and may continue to amend and supplement, our contract requirements. I additionally

represent I am not aware of any prior failures to demonstrate a good faith effort to contain, limit, or mitigate the spread of COVID-19 among the covered provider's employees or service recipients.

Signature:  Date: 11/12/21

Printed Name:  Title: Executive Director

Organization Name: The Alcove Center for Grieving Children & Families

## Program Implementation Schedule

<b><i>Project Tasks</i></b>	<b><i>Completion</i></b>	<b><i>Person Responsible</i></b>
Superiors Courts, Prosecutor's Office, Division of Child Protection & Permanency, Drug Court and Community Agencies will be notified of Project Services.	Month 1	Executive Director
3 agency counselors will be scheduled per month to be available for a total of 100 one-hour domestic violence trauma individual therapy sessions	Month 1	Director of Clinical & Bereavement Services/Trauma Program Coordinator
24 Youth Support Groups scheduled every other week	Month 1	Trauma Program Coordinator
24 Adult Support Groups schedule every other week	Month 1	Trauma Program Coordinator



## **Conflict of Interest Policy**

### **CONFLICT OF INTEREST STATEMENT**

#### **For Officers, Directors, Committee Members, Staff Members and Consultants**

No Member of the Board of Directors or any of its Committees shall derive any Personal profit or gain, directly or indirectly, by reason of his/her participation with The Alcove. Each individual shall disclose to the organization any personal interest, which he/she may have in any matter pending before the organization and shall refrain from participation in any decision on such matter.

Any member of the Board, any Committee or Staff who is an officer, board member, a committee member or staff member of a client organization or vendor of The Alcove shall identify his/her affiliation with such agency or agencies; further, in connection with any committee or board action specifically directed to that agency, he/she shall not participate in the decision affecting that agency and the decision must be made/ratified by the full board.

Any member of the Board, and Committee, Staff, and Consultants shall refrain from obtaining any list of clients for personal or private solicitation purposes at any time during the term of their affiliation.

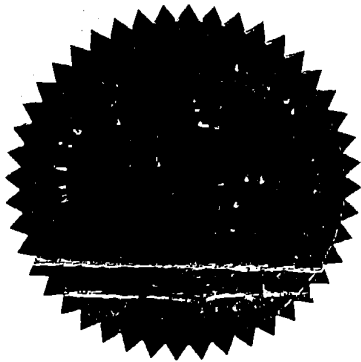


STATE OF NEW JERSEY  
DEPARTMENT OF TREASURY  
FILING CERTIFICATION (CERTIFIED COPY)

THE ALCOVE CENTER FOR GRIEVING CHILDREN  
AND FAMILIES, INC.

0100850667

*I, the Treasurer of the State of New Jersey,  
do hereby certify, that the above named business  
did file and record in this department a  
Certificate of Incorporation on May 10th, 2001  
and that the attached is a true copy of this  
document as the same is taken from and compared  
with the original(s) filed in this office and now  
remaining on file and of record.*



IN TESTIMONY WHEREOF, I have  
hereunto set my hand and  
affixed my Official Seal  
at Trenton, this  
17th day of May, 2001

A handwritten signature in cursive script, reading "Peter R. Lawrance".

Peter R Lawrance  
Acting State Treasurer

**State of New Jersey  
Department of Children and Families  
Statement of Assurance**

As the duly authorized Chief Executive Officer/Administrator, I am aware that submission to the Department of Children and Families of the accompanying application constitutes the creation of a public document and as such maybe made available upon request at the completion of the RFP process. This may include the application, budget, and list of applicants (bidders list). In addition, I certify that the applicant:

- Has legal authority to apply for the funds made available under the requirements of the RFP, and has the institutional, managerial and financial capacity (including funds sufficient to pay the non Federal/State share of project costs, as appropriate) to ensure proper planning, management and completion of the project described in this application.
- Will give the New Jersey Department of Children and Families, or its authorized representatives, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with Generally Accepted Accounting Principles (GAAP). Will give proper notice to the independent auditor that DCF will rely upon the fiscal year end audit report to demonstrate compliance with the terms of the contract.
- Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. This means that the applicant did not have any involvement in the preparation of the RFP, including development of specifications, requirements, statement of works, or the evaluation of the RFP applications/bids.
- Will comply with all federal and State statutes and regulations relating to non-discrimination. These include but are not limited to: 1.) Title VI of the Civil Rights Act of 1964 (P.L. 88-352; 34 CFR Part 100) which prohibits discrimination on the basis of race, color or national origin; 2.) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794; 34 CFR Part 104), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act (ADA), 42 U.S.C. 12101 et. seq.; 3.) Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.; 45 CFR part 90), which prohibits discrimination on the basis of age; 4.) P.L. 2975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et. seq.) and associated executive orders pertaining to affirmative action and non-discrimination on public contracts; 5.) Federal Equal Employment Opportunities Act; and 6.) Affirmative Action Requirements of PL 1975 c. 127 (N.J.A.C. 17:27).

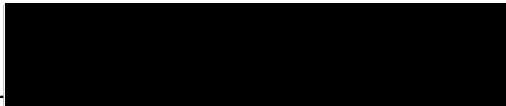
- Will comply with all applicable federal and State laws and regulations.
- Will comply with the Davis-Bacon Act, 40 U.S.C. 276a-276a-5 (29 CFR 5.5) and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.27 et. seq. and all regulations pertaining thereto.
- Is in compliance, for all contracts in excess of \$100,000, with the Byrd Anti-Lobbying amendment, incorporated at Title 31 U.S.C. 1352. This certification extends to all lower tier subcontracts as well.
- Has included a statement of explanation regarding any and all involvement in any litigation, criminal or civil.
- Has signed the certification in compliance with federal Executive Orders 12549 and 12689 and State Chapter 51 and is not presently debarred, proposed for debarment, declared ineligible, or voluntarily excluded. Will have on file signed certifications for all subcontracted funds.
- Understands that this provider agency is an independent, private employer with all the rights and obligations of such, and is not a political subdivision of the Department of Children and Families
- Understands that unresolved monies owed the Department and/or the State of New Jersey may preclude the receipt of this award.
- Will notify the New Jersey Department of Children and Families of any changes to the applicant's organization that alters the ability to continue to provide the services or the qualifications to provide services.

The Alcove Center for Grieving Children & Families

Name of Applicant Organization

Signature

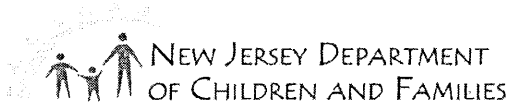
Chief Executive Officer or Designee



Date

11/12/21

This section is an internal document that is not a public record pursuant to N.J.S.A. 47:1a-1.1 as it constitutes intra-agency advisory, consultative, or deliberative material.



**Schedule of Estimated Claims**

**Third Party Contract Sumn Domestic Violence Direct Service - SEC**

Provider           The Alcove Center for Grieving Children and Families  
 Division         D.O.W.  
 Contract         22ECAW  
 Dates            5/1/2022     to     4/30/2024

**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)	\$214,258.00
<b>Grand Total</b>	<b>\$214,258.00</b>

Authorized Provider Signature

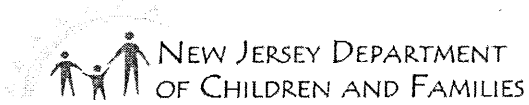
[Redacted Signature]

Date 05.10.22

DCF Contract Supervisor Signature

[Redacted Signature]

Date 6/1/2022



**Schedule of Estimated Claims**

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

Provider **The Alcove Center for Grieving Children and Families**

Division **D.O.W.**

Contract **22ECAW**

Dates **5/1/2022** to **4/30/2024**

<b>Original Contract Ceiling</b>
<b>\$214,258.00</b>

<b>Contract Modifications</b>	
Mod 1	\$0.00
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>Total</b>	<b>\$0.00</b>

<b>Total Contract Ceiling</b>
<b>\$214,258.00</b>

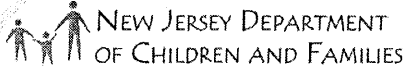
<b>Total Match Amount</b>
<b>\$0.00</b>

<b>Amended Contract Ceiling *</b>
<b>\$214,258.00</b>

<b>Payments by Month *</b>	
2022 May	\$8,927.00
2022 June	\$8,927.00
2022 July	\$8,927.00
2022 August	\$8,927.00
2022 September	\$8,927.00
2022 October	\$8,927.00
2022 November	\$8,927.00
2022 December	\$8,927.00
2023 January	\$8,927.00
2023 February	\$8,927.00
2023 March	\$8,927.00
2023 April	\$8,927.00
2023 May	\$8,927.00
2023 June	\$8,927.00
2023 July	\$8,928.00
2023 August	\$8,928.00
2023 September	\$8,928.00
2023 October	\$8,928.00
2023 November	\$8,928.00
2023 December	\$8,928.00
2024 January	\$8,928.00
2024 February	\$8,928.00
2024 March	\$8,928.00
2024 April	\$8,928.00
<b>Grand Total</b>	<b>\$214,258.00</b>

<b>Payments by State Fiscal Year *</b>	
2022 1630-091	\$17,854.00
2023 1630-091	\$107,124.00
2024 1630-091	\$89,280.00
<b>Grand Total</b>	<b>\$214,258.00</b>

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



Component  
1  
 Schedule of Estimated Claims  
 Third Party Contracts

SEC - ver 03/16/22

Provider Name The Alcove Center for Grieving Children and Families  
 Component Name Domestic Violence Direct Service - SEC

Contract Administrator [REDACTED]

Division	D.O.W.	Contract No	22ECAW	Contract Start	5/1/2022	Contract End	4/30/2024
----------	--------	-------------	--------	----------------	----------	--------------	-----------

Type of Funding: 1-Time Funding			
1630-091 Family Violence Prevention Services Act - American Rescue Plan (93.671)			
	Month	YY	Amount
	July	21	
Enter Mod # 1 thru 10 above. If new or renewal leave blank	August	21	
	September	21	
	October	21	
	November	21	
	December	21	
	January	22	
	February	22	
	March	22	
	April	22	
	May	22	\$8,927.00
Match Required? No	June	22	\$8,927.00
	<b>Total</b>		<b>\$17,854.00</b>
0.0%			

Type of Funding: 1-Time Funding			
1630-091 Family Violence Prevention Services Act - American Rescue Plan (93.671)			
	Month	YY	Amount
	July	22	\$8,927.00
Enter Mod # 1 thru 10 above. If new or renewal leave blank	August	22	\$8,927.00
	September	22	\$8,927.00
	October	22	\$8,927.00
	November	22	\$8,927.00
	December	22	\$8,927.00
	January	23	\$8,927.00
	February	23	\$8,927.00
	March	23	\$8,927.00
	April	23	\$8,927.00
	May	23	\$8,927.00
Match Required? No	June	23	\$8,927.00
	<b>Total</b>		<b>\$107,124.00</b>
0.0%			

Type of Funding: 1-Time Funding			
1630-091 Family Violence Prevention Services Act - American Rescue Plan (93.671)			
	Month	YY	Amount
	July	23	\$8,928.00
Enter Mod # 1 thru 10 above. If new or renewal leave blank	August	23	\$8,928.00
	September	23	\$8,928.00
	October	23	\$8,928.00
	November	23	\$8,928.00
	December	23	\$8,928.00
	January	24	\$8,928.00
	February	24	\$8,928.00
	March	24	\$8,928.00
	April	24	\$8,928.00
	May	24	
Match Required? No	June	24	
	<b>Total</b>		<b>\$89,280.00</b>
0.0%			

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. If new or renewal leave blank			
Match Required? (enter Yes/No)			
	<b>Total</b>		<b>\$0.00</b>
0.0%			

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. If new or renewal leave blank			
Match Required? (enter Yes/No)			
	<b>Total</b>		<b>\$0.00</b>
0.0%			

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. If new or renewal leave blank			
Match Required? (enter Yes/No)			
	<b>Total</b>		<b>\$0.00</b>
0.0%			

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. If new or renewal leave blank			
Match Required? (enter Yes/No)			
	<b>Total</b>		<b>\$0.00</b>
0.0%			

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. If new or renewal leave blank			
Match Required? (enter Yes/No)			
	<b>Total</b>		<b>\$0.00</b>
0.0%			

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. If new or renewal leave blank			
Match Required? (enter Yes/No)			
	<b>Total</b>		<b>\$0.00</b>
0.0%			

Component Match Percentage 0.00%  
 Component Match Amount \$0.00  
 Original Component Ceiling \$214,258.00  
 Modifications to Component Ceiling \$0.00  
 Total Component Ceiling \$214,258.00

Mod 1 <u>\$0.00</u>	Mod 6 <u>\$0.00</u>
Mod 2 <u>\$0.00</u>	Mod 7 <u>\$0.00</u>
Mod 3 <u>\$0.00</u>	Mod 8 <u>\$0.00</u>
Mod 4 <u>\$0.00</u>	Mod 9 <u>\$0.00</u>
Mod 5 <u>\$0.00</u>	Mod 10 <u>\$0.00</u>

NOTES:

CFDA#93.671 = \$214,258

FA dated 04/07/2022 adds FVPSA ARP funding (\$214,258). Funding Period (05/01/2022 - 06/30/2024), APU 1630-091 (FY21). Funds may be carried forward to 09/30/2025, if needed.

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

Agency: The Alcove  
 Address: [Redacted]  
 Phone: [Redacted]  
 Chief Executive Officer: [Redacted]  
 Prepared By: [Redacted]

Date: 4/13/2022

Agency Federal ID#: [Redacted]  
 Charities Registration #: [Redacted]  
 Non-Profit Agency     For-Profit Agency     Public Agency  
 Budget Period: 5/01/2022 to 4/30/24 \_Agency Fiscal Year End: 06/30  
 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	23ECAW	FVSPA ARP	\$214,258		CR	Installments	[Redacted]	[Redacted]

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 EXPENSE DETAIL  
PERSONNEL  
3 OF 17

Agency: The Alcove  
Contract#: 22ECAW

PURPOSE  
 BUDGET PREPARATION  
 MODIFICATION BUDGET  
 EXPENDITURE REPORT  
PERIOD COVERED \_\_\_\_\_

A BUDGET CATEGORY: PERSONNEL													
				1	2	3	4	5	6	7	8	9	10
	Position Title/ Name of Employee	Position Number	Date Employed	Hours /Week	TOTAL	DCF Year 1 (5/1/22-6/30/22)	DCF Year 2 (7/1/22-6/30/23)	DCF Year 3 (7/1/23-4/30/24)		Other (Non-DCF) Funding		UNALLOWABLE COSTS	GENERAL & ADMINISTRATIVE COSTS
1	Director of Clinical Services [REDACTED]	1	Jul-22	40	\$ 130,000	\$ 3,792	\$ 22,750	\$ 18,958		\$ 84,500			
2	Trauma Program Coordinator [REDACTED]	2	Aug-22	40	\$ 96,000	\$ 4,800	\$ 28,800	\$ 24,000		\$ 38,400			
3	Therapist [REDACTED]	3	Sep-22	40	\$ 84,000	\$ 4,550	\$ 27,300	\$ 22,750		\$ 29,400			
4	Client Coordinator [REDACTED]	4	Jul-22	40	\$ 71,300					\$ 71,300			
5	Executive Director [REDACTED]	5	Jan-21	40	\$ 160,000					\$ 19,112			\$ 140,888
6					\$ -								
7					\$ -								
8					\$ -								
9					\$ -								
10					\$ -								
11					\$ -								
12					\$ -								
13					\$ -								
14					\$ -								
15					\$ -								
16					\$ -								
17					\$ -								
18					\$ -								
19					\$ -								
20					\$ -								
21					\$ -								
22					\$ -								
23					\$ -								
SUBTOTAL(pg. 1)					\$ 541,300	\$ 13,142	\$ 78,850	\$ 65,708	\$ -	\$ -	\$ 242,712	\$ -	\$ 140,888
BUDGET CATEGORY A: EMPLOYEE SUBTOTAL					\$ 541,300	\$ 13,142	\$ 78,850	\$ 65,708	\$ -	\$ -	\$ 242,712	\$ -	\$ 140,888



STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
ANNEX B: CONTRACT EXPENSE DETAIL  
B. CONSULTANTS AND PROFESSIONAL FEES  
PAGE 5 OF 17

Agency: The Alcove  
Contract#: 22ECAW

PURPOSE  
 BUDGET PREPARATION  
 MODIFICATION BUDGET  
 EXPENDITURE REPORT

PERIOD COVERED \_\_\_\_\_ 0

BUDGET CATEGORY- B. CONSULTANTS AND PROFESSIONAL FEES											
LINE ITEM	BASIS FOR ALLOCATION	1 TOTAL	2 DCF Year 1 (5/1/22-6/30/22)	3 DCF Year 2 (7/1/22-6/30/23)	4 DCF Year 3 (7/1/23-4/30/24)	5 0	6 0	7 Other (Non-DCF) Funding	8 0	9 UNALLOWABLE COSTS	10 GENERAL & ADMINISTRATIVE COSTS
Audit		\$ 6,000						\$ 6,000			
		\$ -									
		\$ -									
		\$ -									
		\$ -									
		\$ -									
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<b>BUDGET CATEGORY B. TOTAL</b>		\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000	\$ -	\$ -	\$ -

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
ANNEX B: CONTRACT EXPENSE DETAIL  
C. MATERIALS AND SUPPLIES  
PAGE 6 OF 17

Agency: The Alcove  
Contract#: 22ECAW

PURPOSE  
 BUDGET PREPARATION  
 MODIFICATION BUDGET  
 EXPENDITURE REPORT

PERIOD COVERED \_\_\_\_\_ 0

BUDGET CATEGORY- C. MATERIALS AND SUPPLIES											
LINE ITEM	BASIS FOR ALLOCATION	1 TOTAL	2 DCF Year 1 (5/1/22-6/30/22)	3 DCF Year 2 (7/1/22-6/30/23)	4 DCF Year 3 (7/1/23-4/30/24)	5 0	6 0	7 Other (Non-DCF) Funding	8 0	9 UNALLOWABLE COSTS	10 GENERAL & ADMINISTRATIVE COSTS
office supplies		\$ 7,000						\$ 7,000			
therapy/group supplies		\$ 3,500						\$ 3,500			
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<b>BUDGET CATEGORY C. TOTAL</b>		\$ 10,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,500	\$ -	\$ -	\$ -

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
ANNEX B: CONTRACT EXPENSE DETAIL  
D. FACILITY COSTS  
PAGE 7 OF 17

Agency: The Alcove  
Contract#: 22ECAW

PURPOSE  
 BUDGET PREPARATION  
 MODIFICATION BUDGET  
 EXPENDITURE REPORT

PERIOD COVERED \_\_\_\_\_ 0

BUDGET CATEGORY D. FACILITY COSTS											
LINE ITEM	BASIS FOR ALLOCATION	1 TOTAL	2 DCF Year 1 (5/1/22-6/30/22)	3 DCF Year 2 (7/1/22-6/30/23)	4 DCF Year 3 (7/1/23-4/30/24)	5 0	6 0	7 Other (Non-DCF) Funding	8 0	9 UNALLOWABLE COSTS	10 GENERAL & ADMINISTRATIVE COSTS
Rent		\$ 60,000						\$ 60,000			
Utilities- Gas, water, telephone, trash removal		\$ 14,000						\$ 14,000			
Commerical Insuracne		\$ 14,000						\$ 14,000			
Telephone, internet		\$ 4,000						\$ 4,000			
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<b>BUDGET CATEGORY D. TOTAL</b>		\$ 92,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 92,000	\$ -	\$ -	\$ -



STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
ANNEX B: CONTRACT EXPENSE DETAIL  
F. OTHER

Agency: The Alcove  
Contract#: 22ECAW

PURPOSE  
 BUDGET PREPARATION  
 MODIFICATION BUDGET  
 EXPENDITURE REPORT

PERIOD COVERED \_\_\_\_\_ 0

BUDGET CATEGORY F. OTHER											
LINE ITEM	BASIS FOR ALLOCATION	1 TOTAL	2 DCF Year 1 (5/1/22-6/30/22)	3 DCF Year 2 (7/1/22-6/30/23)	4 DCF Year 3 (7/1/23-4/30/24)	5 0	6 0	7 Other (Non-DCF) Funding	8 0	9 UNALLOWABLE COSTS	10 GENERAL & ADMINISTRATIVE COSTS
Client Programming/Theranest		\$ 5,000						\$ 5,000			
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SUBTOTAL(pg.1)		\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ -	\$ -



STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
ANNEX B: CONTRACT EXPENSE DETAIL  
F. OTHER  
10 OF 17

Agency: The Alcove  
Contract#: 22ECAW

PURPOSE  
 BUDGET PREPARATION  
 MODIFICATION BUDGET  
 EXPENDITURE REPORT

PERIOD COVERED \_\_\_\_\_ 0

BUDGET CATEGORY F. OTHER		1	2	3	4	5	6	7	8	9	10
LINE ITEM	BASIS FOR ALLOCATION	TOTAL	DCF Year 1 (5/1/22-6/30/22)	DCF Year 2 (7/1/22-6/30/23)	DCF Year 3 (7/1/23-4/30/24)	0	0	Other (Non-DCF) Funding	0	UNALLOWABLE COSTS	GENERAL & ADMINISTRATIVE COSTS
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	SUBTOTAL(pg. 2)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>BUDGET CATEGORY F. TOTAL</b>	\$ <b>5,000</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ <b>5,000</b>	\$ -	\$ -	\$ -

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
ANNEX B: CONTRACT EXPENSE DETAIL  
G. GENERAL AND ADMINISTRATIVE COST ALLOCATION  
PAGE 11 OF 17

Agency: The Alcove  
Contract#: 22ECAW

PURPOSE  
 BUDGET PREPARATION  
 MODIFICATION BUDGET  
 EXPENDITURE REPORT

PERIOD COVERED \_\_\_\_\_ 0

BUDGET CATEGORY G. GENERAL AND ADMINISTRATIVE COST ALLOCATION	1	2	3	4	5	6	7	8	9	10
	TOTAL	DCF Year 1 (5/1/22-6/30/22)	DCF Year 2 (7/1/22-6/30/23)	DCF Year 3 (7/1/23-4/30/24)	0	0	Other (Non-DCF) Funding	0	UNALLOWABLE COSTS	GENERAL & ADMINISTRATIVE COSTS
<b>Total: Categories A-F</b>	\$ 824,322	\$ 17,854	\$ 107,124	\$ 89,280	\$ -	\$ -	\$ 421,832	\$ -	\$ -	\$ 188,232
<b>General and Administrative Costs</b>	>>>>>>>>						\$ 188,232			\$ (188,232)



STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
ANNEX B  
SCHEDULE 2-REVENUE  
PAGE 13 OF 17

Agency: The Alcove  
Contract#: 22ECAW

THIS SCHEDULE IS NOT APPLICABLE

PURPOSE  
 BUDGET PREPARATION  
 MODIFICATION BUDGET  
 EXPENDITURE REPORT  
 PERIOD COVERED \_\_\_\_\_

0

DESCRIPTION	1 TOTAL	2 DCF Year 1 (5/1/22-6/30/22)	3 DCF Year 2 (7/1/22-6/30/23)	4 DCF Year 3 (7/1/23-4/30/24)	5 0	6 0	7 Other (Non-DCF) Funding	8 0	9 UNALLOWABLE COSTS	10 GENERAL & ADMINISTRATIVE COSTS
PERSONNEL	\$ 308,332						\$ 308,332			
CONSULTANTS & PROFESSIONAL FEES	\$ 6,000						\$ 6,000			
MATERIALS & SUPPLIES	\$ 10,500						\$ 10,500			
FACILITY COSTS	\$ 92,000						\$ 92,000			
OTHER	\$ 5,000						\$ 5,000			
G & A	\$ 188,232						\$ 188,232			
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<b>Total K. Revenue</b>	<b>\$ 610,064</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 610,064</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Supporting documentation is required to substantiate the allocations.

**Agency: The Alcove**  
**Contract#: 22ECAW**

**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

0

#	DESCRIPTION OF CREDIT/INCOME	AMOUNT	TREATMENT (EXPENSE ITEM OR CATEGORY OFFSET)	EXPLANATORY NOTES
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STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
ANNEX B  
SCHEDULE 6-COST OF EQUIPMENT  
PAGE 17 OF 17

Agency: The Alcove  
Contract#: 22ECAW

THIS SCHEDULE IS NOT APPLICABLE

PURPOSE  
 BUDGET PREPARATION  
 MODIFICATION BUDGET  
 EXPENDITURE REPORT  
PERIOD COVERED

0

TYPE & DESCRIPTION OF ITEM	BASIS OF ALLOCATION	1 TOTAL	2 DCF Year 1 (5/1/22-6/30/22)	3 DCF Year 2 (7/1/22-6/30/23)	4 DCF Year 3 (7/1/23-4/30/24)	5 0	6 0	7 Other (Non-DCF) Funding	8 0	9 UNALLOWABLE COSTS	10 GENERAL & ADMINISTRATIVE COSTS
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<b>TOTAL OF EQUIPMENT</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

State of New Jersey  
DEPARTMENT OF CHILDREN AND FAMILIES

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

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

**A. Definitions:**

1. The terms specified below shall be defined as follows:

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

the Covered Entity; and the enrollment, payment, claims, adjudication, and case or medical management record systems maintained by or for the Covered Entity, or used, in whole or in part, by or for the Covered Entity to make decisions about individuals.

- f. "HIPAA" shall mean the Health Insurance Portability and Accountability Act.
  - g. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including but not limited to, the Privacy Rule and the Security Rule, and shall include the regulations codified at 45 CFR Parts 160, 162 and 164.
  - h. "HITECH" shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A of the American Recovery and Reinvestment Act of 2009, P.L. 111-005.
  - i. "Individual" shall mean the person who is the subject of the Protected Health Information and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
  - j. "Notice of Privacy Practices" shall mean the Notice of Privacy Practices required by 45 CFR 164.520, provided by Covered Entity to Individuals.
  - k. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.
  - l. "Protected Health Information (PHI)" shall mean individually identifiable health information that is transmitted by electronic media or transmitted or maintained in any other form or medium.
  - m. "Record" shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminate by or for a Covered Entity.
  - n. "Required by Law" shall have the same meaning as in 45 CFR 164.501.
  - o. "Secretary" shall mean the Secretary of the United States Department of Health & Human Services or his designee.
  - p. "Security Rule" shall mean the Standards for Security for the Protection of Electronic Protected Health Information, codified at 45 CFR parts 160, 162 and 164.
2. All other terms used herein shall have the meaning specified in the Privacy Rule or in the absence of if no meaning is specified, shall have their plain meaning.

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

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

Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI.

8. Access. Business Associate agrees to provide access to PHI in a Designated Record Set to Covered Entity or to an Individual as directed by Covered Entity in order to meet the requirements of 45CFR 164.524, within 30 days of the date of any such request, unless the request is denied by Covered Entity pursuant to 45 CFR 164.524(a)(1), (a)(2) or (a)(3).
9. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as Covered Entity directs in order to meet the requirements of 45 CFR 164.526, within 30 days of such a request, unless the request has been denied pursuant to 45 CFR 164.526(d). Business Associate shall provide written confirmation of the amendment(s) to the Covered Entity.
10. Business Associate agrees to create and maintain an appeal process that meets the requirements of 45 CFR 164.524 and 164.526 that an Individual can utilize if the Individual's request for access to or amendment of PHI is denied.
11. Business Associate agrees to make its comprehensive written information privacy and security program, as well as its internal practices, books and records, including policies and procedures relating to the use and disclosure of PHI received from, or created, maintained, or received by Business Associate on behalf of Covered Entity available to Covered Entity within 30 days of the date of such request, or to the Secretary in a time and manner designated by the Secretary.
12. Business Associate agrees to document all disclosures of PHI which would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate agrees to provide to Covered Entity, within 30 days of the date of such request, all disclosures of PHI.
13. Notwithstanding the provisions of Section D of this Agreement, pursuant to 45 CFR 164.530(j), Business Associate agrees that it and its officers, employees, contractors, subcontractors and agents shall continue to maintain the information required under subsection B(9) of this Agreement for a period of six years from the date of its creation or the date when it was last in effect, whichever is later.
14. Business Associate agrees that from time to time, upon reasonable notice, it shall allow Covered Entity or its authorized agents or contractors, to inspect the facilities, systems, books, records and procedures of Business Associate to monitor compliance with this Agreement. In the event the Covered Entity, in its sole discretion, determines that the Business Associate has violated any term of this Agreement or the Privacy Rule, it shall so notify the Business Associate in writing. Business Associate shall promptly remedy the violation of any term of this Agreement and shall certify same in writing to the Covered Entity. The fact that Covered Entity or its authorized agents or contractors inspect, fail to inspect or have the right to inspect Business Associate's facilities, systems, books, records, and procedures does not relieve Business Associate of its responsibility to comply with this Agreement. Covered Entity's (1) failure to

detect, or (2) detection by failure to notify Business Associate, or (3) failure to require Business Associate to remediate any unsatisfactory practices, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Agreement. Nothing in this paragraph is deemed to waive Section E of this Agreement or the New Jersey Tort Claims Act, NJSA 59:1-1 et seq., as they apply to Covered Entity.

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

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

1. Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, in accordance with the requirements and standards in the Privacy Rule, until such PHI is received by Business Associate.

2. In accordance with 45 CFR 164.520, Covered Entity shall notify Business Associate of any limitations in Covered Entity's Notice of Privacy Practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
3. Covered Entity shall notify Business Associate of any changes in or revocation of permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
4. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
5. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity or under Covered Entity's Notice of Privacy Practices or other policies adopted by Covered Entity pursuant to the Privacy Rule.

#### **D. Term of Business Associate Agreement**

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

Business Associate does not cure the breach or end the violation, upon such terms and conditions as Covered Entity has specified, Covered Entity may terminate this Agreement and require that Business Associate fully comply with the procedures specified in subsection 3, below.
  - b. Immediately terminate the Contract and require that Business Associate fully comply with the procedures specified in subsection 3, below, if Business Associate has breached a material term of this Agreement and Covered Entity has determined, in its sole discretion, that cure is not possible, or

- c. If neither termination nor cure is feasible, as determined by Covered Entity in its sole discretion, Covered Entity shall report the violation to the Secretary.

**3. Effect of Breach of this Agreement.**

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

**E. Additional Insurance Considerations**

1. Business Associate shall assume all risk and responsibility for, and agrees to indemnify, defend and save harmless Covered Entity, its officers, agents and employees and each and every one of them, from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs (including attorneys' fees and costs and court costs), and expenses in connection therewith, on account of loss of life, property or injury or damages that to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from Business Associate's use or misuse of PHI or from any action or inaction of Business Associate or its officers, employees, agents or Subcontractors with regard to PHI or the requirements of this Agreement or the Privacy Rule. The provisions of this indemnification clause shall in no way limit the obligations assumed by Business Associate under this Agreement, nor shall they be construed to relieve Business Associate from any liability nor preclude Covered Entity from taking any other actions available to it under any other provisions of this Agreement, the Privacy Rule or at law.



2. Notwithstanding the above, the obligations assumed by the Business Associate herein shall not extend to or encompass suits, costs, claims, expenses, liabilities and judgments incurred solely as a result of actions or inactions of Covered Entity.
3. Business Associate acknowledges the possibility of criminal sanctions and penalties for breach or violation of this Agreement or the Privacy Rule pursuant to 42 U.S.C. 1320d-6.
4. Business Associate acknowledges that Social Security number and Social Security Administration (SSA) records, information or data regarding individuals (records) are confidential and require safeguarding. Failure to safeguard Social Security numbers and other SSA records can subject the Business Associate and its employees to civil and criminal sanctions under Federal and State laws including the Federal Privacy Act at 5 U.S.C. 552a; Social Security Act sections 205 and 1106 (see 42 U.S.C. 405(c)(2)(C)(viii) and 42 U.S.C. 1306, respectively); and N.J.S.A. 56:8-164. The Business Associate shall ensure that all persons who will handle or have access under this Agreement to any Social Security Number or other SSA record will be advised of the confidentiality of the records; the safeguarding requirements to protect the records and prevent unauthorized access, handling, duplication and re-disclosure of the SSA records; and the civil and criminal sanctions for failure to safeguard the SSA records. The Business Associate shall enact and/or maintain safeguards necessary to protect these records and prevent the unauthorized or inadvertent access to, duplication of or disclosure of a Social Security number or other SSA record.
5. Business Associate acknowledges that all Medicaid applicant and beneficiary information is confidential, and 42 C.F.R. 431.300 to 307 restricts the use or disclosure of information concerning applicants and beneficiaries to purposes directly connected with the administration of the plan. Purposes directly related to plan administration include: (a) Establishing eligibility; (b) Determining the amount of medical assistance; (c) Providing services for beneficiaries; and (d) Conducting or assisting an investigation, prosecution, or civil or criminal proceeding related to the administration of the plan.
6. Business Associate shall be responsible for, and shall at its own expense, defend itself against any and all suits, claims, losses, demands or damages of whatever kind or nature, arising out of or in connection with an act or omission of Business Associate, its employees, agents, or contractors, in the performance of the obligations assumed by Business Associate pursuant to this Agreement. Business Associate hereby releases Covered Entity from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal laws, out of or in connection with Business Associate's performance of the obligations assumed by Business Associate pursuant to this Agreement.
7. The obligations of the Business Associate under this Section shall survive the expiration of this Agreement.

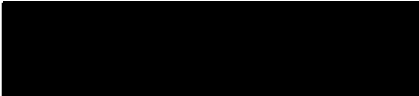
**F. Miscellaneous**

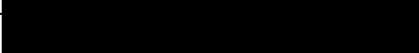
1. A reference in this Agreement to a section of the Privacy Rule means the section as in effect or, it may be amended or interpreted by a court of competent jurisdiction.
2. Business Associate and Covered Entity agree to take such action as is necessary to amend this Agreement from time to time in order that Covered Entity can continue to comply with the requirements of the Privacy Rule and HIPAA and case law that interprets the Privacy Rule or HIPAA. All such amendments shall be in writing and signed by both parties. Business Associate and Covered Entity agree that this Agreement may be superseded by a revised Business Associate Agreement executed between the parties after the effective date of this Agreement.
3. The respective rights and obligations of Business Associate and Covered Entity under Section D, "Term of Business Associate Agreement", above, shall survive the termination of the Contract. The respective rights and obligations of Business Associate and Covered Entity under Section E, "Indemnification", and Section B (11), "Internal Practices", above, shall survive the termination of this Agreement.
4. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and HIPAA, as it may be amended or interpreted by a court of competent jurisdiction.
5. Nothing expressed or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Business Associate and Covered Entity, and any successor state agency to Covered Entity, any rights, remedies, obligations or liabilities whatsoever.
6. Any notices to be given hereunder shall be made via Regular and Certified US Mail, Return Receipt Requested, to the addresses of the Business Associate and the Privacy Officer of the Covered Entity.

**G. Attestations**

As the Covered Entity is a body corporate and politic of the State of New Jersey, the signature of its authorized representative is affixed below. The undersigned representative of the Covered Entity certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Covered Entity to this document.

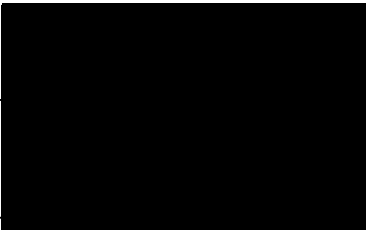
**Covered Entity Agency:** Department of Children and Families

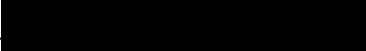
Signature:  Date: 06/03/2022

Printed Name:  Title: Business Manager, SBO

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

**Business Associate Organization:** The Alcove Center for Grieving Children and Families

Signature:  Date: 5.19.22

Printed Name:  Title: Executive Director

## Notice of Standard Contract Requirements, Processes, and Policies

### I. Instructions:

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

### II. Organizations awarded contracts are required to comply with:

- A. the terms and conditions of the Department of Children and Families' (DCF) contracting rules and regulations as set forth in the Standard Language Document (SLD), or the Individual Provider Agreement (IPA), or Department Agreement with a State Entity. Contractors may view these items on the internet at: <https://www.nj.gov/dcf/documents/contract/forms/StandardLanguage.doc>
- B. the terms and conditions of the policies of the Contract Reimbursement Manual and the Contract Policy and Information Manual. Contractors may review these items on the internet at: <https://www.nj.gov/dcf/providers/contracting/manuals>
- C. all applicable State and Federal laws and statutes, assurances, certifications, and regulations.
- D. the Equal Employment Opportunity (EEO) requirements of the State Affirmative Action Policy, N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.
- E. the laws relating to Anti-Discrimination, including N.J.S.A 10:2-1, Discrimination in Employment on Public Works.
- F. the Diane B. Allen Equal Pay Act, N.J.S.A. 34:11-56.14 and N.J.A.C. 12:10-1.1 et seq., mandate to provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category using the report templates found at <https://nj.gov/labor/equalpay/equalpay.html>.
- G. the confidentiality rules and regulations related to the recipients of contracted services including, but not limited to:
  - 1. Compliance with 42 CFR Part 2 Confidentiality of Substance Use Disorder Patient Records.

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2. Maintenance of client specific and patient personal health information (PHI) and other sensitive and confidential information in accordance with all applicable New Jersey and Federal laws and regulations including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
  3. Safeguarding of the confidentiality of case information as mandated by N.J.S.A. 9:68.10a with the understanding that the release of any information may be in violation of State law and may result in the conviction of individuals for a disorderly person's level offense as well as possibly other disciplinary, civil, or criminal actions pursuant to N.J.S.A. 9:6-8.10b.
  4. Ensuring the content of every contractor's web site protects the confidentiality of and avoids misinformation about the youth served and provides visitors with a mechanism for contacting upper administrative staff quickly and seamlessly.
- H. the terms of Executive Order No. 291 (EO 291) issued March 7, 2022; and DCF Administrative Order 14 titled Limitations on Activity Involving Russia, Belarus, and Ukraine; prohibiting the use of DCF funds to knowingly procure goods or services from any entity owned by or closely tied to the governments of Russia or Belarus, their instrumentalities, or companies investing directly in the same. In addition, every entity contracting with the State must submit to DCF a copy of a signed certification that it is not engaged in prohibited activities in Russia or Belarus, as defined in L.2022, c.3 (S1889). The certification is available at:  
<https://www.nj.gov/dcf/providers/contracting/forms/>
- I. the requirement of N.J.S.A. 52:34-15 to warrant, by signing this document, that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. If a breach or violation of this section occurs, the State shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

**III. Organizations awarded contracts are advised:**

- A. As noted in Section 5.12 of the SLD, or in Section 5.03 of the IPA, the initial provision of funding and the continuation of such funding under this contract is expressly dependent upon the availability to DCF of funds appropriated by the State Legislature and the availability of resources. Funds awarded under this contract program may

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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, and any data collected or maintained through the implementation of the proposed program shall remain the property of DCF.
- D. Any data collected or maintained through the implementation of the proposed program shall remain the property of DCF.
- E. Contractors shall maintain a financial management system consistent with all the requirements of Section 3.12 of the SLD or the IPA.
- F. As defined in N.J.S.A. 52:32-33, contractors are encouraged to notify their employees, through information and materials or through an organ and tissue awareness program, of organ donation options. The information provided to employees shall be prepared in collaboration with the organ procurement organizations designated pursuant to 42 U.S.C. §1320 b-8 to serve in this State.
- G. DCF endorsed the Prevent Child Abuse of New Jersey's (PCANJ) Sexual Abuse Safe-Child Standards (Standards) as a preventative tool for contractors working with youth and children to reference when implementing policies and procedures to minimize the risks of the occurrence of child sexual abuse. The Standards are available on the internet at: <https://www.nj.gov/dcf/SafeChildStandards.pdf>
- H. NJ Rev Stat § 9,6-8.10f (2017) requires the Department of Children and Families (DCF) to conduct a check of its child abuse registry for each person who is seeking employment in any facility or program that is licensed, contracted, regulated, or funded by DCF to determine if the person is included on the child abuse registry as a substantiated perpetrator of child abuse or neglect. Contractors are to utilize the Child Abuse Record Information (CARI) Online Application to set-up a facility account by visiting: <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 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 operations census specified in the contract, and to submit timely service reports for Contracted Level of Service (CLOS) utilization in the format and at the time DCF requests.
- K. Contractors awarded contracts must have the ability to achieve full operational census within the time DCF specifies. Extensions may be available by way of a written request to the Contract Administrator, copied to the DCF Director managing the contracted services.
- L. As noted in Section 4.01 of the SLD or the IPA, DCF or the contractor may terminate this contract upon 60 days written advance notice to the other party for any reason whatsoever.
- M. DCF will advise contractors of the documents and reports in support of this contract that they must either timely submit or retain on-site as readily available upon request. The contractor also shall submit all required programmatic and financial reports in the format and within the timeframes that DCF specifies as required by Section 3.02 of the SLD or IPA. Changes to the information in these documents and reports must be reported to DCF. Contractors are under a continuing obligation, through the completion of any contract with the State of NJ, to renew expired forms filed the NJ Department of Treasury and to notify Treasury in writing of any changes to the information initially entered on these forms. Failure to timely submit updated documentation and required reports may result in the suspension of payments and other remedies including termination.

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

- A. If services are provided at licensed sites, contractors must meet all NJ Department of Children and Families and other applicable Federal Licensure Standards.
- B. If services are paid with Medicaid funds, contractors must have the demonstrated ability, experience, and commitment to enroll in NJ Medicaid, and subsequently submit claims for reimbursement through NJ Medicaid and its established fiscal agent, within prescribed times.

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- 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-7.31.2020.pdf>
- D. If services are provided by programs licensed, contracted, or regulated by DCF and provide services to individuals with developmental disabilities, contractors must comply with:
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/dd/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.



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- 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

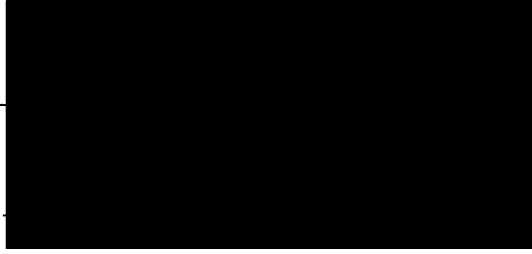
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contractor fail to implement a plan or repeatedly fail to demonstrate good faith efforts to contain, limit, or mitigate the spread of COVID-19, the Commissioner shall act, including financial penalties or cancellation or non-renewal of the contract.

- 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



Date: 05.10.22

Printed Name:

Title: Executive Director

Attachment 2 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 resulting from this [RFP/RFQ] is subject to the requirements of Executive Order No. 166. Accordingly, the OSC will post a copy of the contract, including the [RFP/RFQ], the winning bidder's proposal and other related contract documents for the above contract 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.

  
5.10.22



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

*[Handwritten Signature]*  
5.10.22

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 EQUIPMENT**

- (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.



## **REQUEST FOR PROPOSALS**

**For**

### **American Rescue Plan Supplemental Funding for Domestic Violence Services**

**Domestic Violence Funding of up to \$1,500,000 Total Available**

**Seven (7) awards of up to \$214,285.00**

**CFDA # 93.671**

**There will be no Bidders Conference for this RFP**

**Questions are due by October 15, 2021**

**Bids are due: November 17, 2021**

Christine Norbut Beyer, MSW  
Commissioner

September 24, 2021



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Attachment 2-EEO-166

**Funding Agency**

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

**Special Notice:**

There will be no Bidders Conference for this RFP. Questions will be accepted in advance by providing them via email to [DCF.ASKRFP@dcf.nj.gov](mailto:DCF.ASKRFP@dcf.nj.gov) until **October 15, 2021** by 12PM. Technical inquiries about forms and other documents may be requested anytime.

**Section I – General Information**

**A. Purpose**

In response to the unprecedented national Coronavirus (COVID-19) public health emergency, President Biden signed the American Rescue Plan into law. This economic stimulus bill will assist New Jersey’s efforts to prepare, prevent, and respond to the COVID-19 pandemic. With the passage of this bill, New Jersey received federal funding through the Family Violence Prevention and Services Program to support and maintain domestic violence shelters, supportive services, and culturally specific programs during this time.

The Department of Children and Families, Division on Women (DCF-DOW) announces the availability of funding for the provision of domestic violence prevention and supportive services for adult and youth victims of family violence, domestic violence, or dating violence, as well as family and household members.

DCF-DOW is aiming to expand its provider network for direct services by making:

**Seven (7) awards available at \$214,285 each.**

- **Direct service is defined as any combination of allowable services listed in Section D which include but are not limited to: housing; crisis response; counseling; victim advocacy; or legal assistance which is provided to domestic violence victims/survivors and/or their children. The goal of this funding is to allow providers who are not under contract with DCF-DOW for domestic violence services to join its provider network. If you currently contract with DCF-DOW for DV services in any geographic area, then you are not eligible for this funding opportunity.**

Eligible entities include the following:

- Agencies that do NOT currently contract with DCF-DOW for domestic violence direct services.

- Agencies that currently have a contract with **other** Divisions at DCF. Agencies that currently have a contract with DCF-DOW for services **other than** domestic violence direct services such as sexual violence direct services or Displaced Homemakers Programs.

The project period is **March 15, 2021 through September 30, 2025**. Retroactive pre-award costs that have occurred since March 15, 2021 in response to the COVID-19 public health emergency are allowed. ARP supplemental funding will remain available until expended and through the end of Federal Fiscal Year 2025, September 30, 2025, but subgrantees can choose to spend down funds fully prior to that time.

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

### **Domestic Violence Services and COVID-19**

Under the New Jersey Prevention of Domestic Violence Act, an act of domestic violence occurs when an individual commits one of the predicate offenses, such as assault, harassment, or stalking, to another individual when a special relationship is present. This relationship may or may not be intimate, and may include a household member, or former spouse. The act can occur once, or multiple times over the course of several years. (See N.J.S.A. 2C:25-17 et seq.).

Domestic violence has been recognized as a public health issue that can cause serious health-related consequences. Adverse effects may include physical injury like broken bones or head injury or have long term effects on cardiovascular or gastrointestinal systems due to chronic stress and anxiety.<sup>1</sup> The Centers for Disease Control and Prevention (CDC) reports that health costs associated with domestic and intimate partner violence exceed 5.8 billion dollars annually and can result in disability, hospitalization, or death.<sup>2</sup>

Individuals from all cultures, races, religions, ethnicities, genders, socio-economic classes, sexual orientations, abilities and ages can experience domestic violence. However, individuals from marginalized communities are disproportionately affected by domestic violence as they experience risk factors like poverty, language barriers, social isolation, and lack of access to economic and social resources at a higher rate. These factors make them particularly vulnerable to victimization and create barriers to connecting with services.

Since the pandemic took hold, research has shown an increase in domestic

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<sup>1</sup> 1 Black, Michele C., PhD. Intimate Partner Violence and Adverse Health Consequences: Implications for Clinicians. *American Journal of Lifestyle Medicine* 5.5 (2011)428-439.

<sup>2</sup> 2 Centers for Disease Control and Prevention (CDC). *Costs of Intimate Partner Violence against Women in the United States*. Atlanta (GA): CDC, National Center for Injury Prevention and Control; 2018.

violence incidences across the globe. Unemployment and economic stress, medical emergencies, lack of housing and food instability all increase the risk of domestic violence. Social distancing and isolation further exacerbate the situation by making it harder to connect with peers and outside supports.

Despite the stay-at-home orders, New Jersey's hotline calls and requests for services still increased by 63% from 2019. Prior to the pandemic, shelter and housing consistently topped the list of needs for domestic violence survivors and the need has only grown. DCF data shows survivors stayed in shelters longer during the pandemic as housing remains limited. The length of stay in shelter extended by 21% and stays in hotel have extended by 92%. During 2020, hotel and motel placements increased from 2 in 2019 to 1,047 in 2020. The pandemic highlighted that alternative and innovative housing solutions are greatly needed to assist survivors gain permanent and long-term stability.

In addition to the rampant public health concerns, COVID-19 has also had a devastating economic impact on the state as evidenced by over 1.2 million individuals filing for unemployment benefits. Nearly 99% of abusive relationships involve some type of financial abuse. Job loss and job security are often affected by domestic violence. As unemployment rates skyrocketed due to the pandemic, victims and survivors continued to struggle with economic independence.

The pandemic has disproportionately affected underserved and marginalized communities. The Center for Survivor Advocacy and Justice (CSAJ) reported a 50% increase in incidences in communities marginalized by race, gender, ethnicity, sexual orientation, cognitive and physical ability, and immigration status. Additionally, individuals from marginalized populations are experiencing unemployment and financial challenges at a higher rate than their white counterparts. These increased economic burdens added to preexisting health disparities have exacerbated community challenges.

Throughout the course of the pandemic, the transition to telehealth allowed many providers to increase the attendance rate of services significantly. However, access to technological resources ranges. Those living in poverty and in marginalized communities may not have internet or electronic devices for services.

The National Center on Domestic Violence, Trauma and Mental Health report an increased prevalence of victimization by an intimate partner in mental health settings as well as in populations seeking treatment for substance use disorders. Many abusers use individual's experiences with mental health or substance use disorders as a method of control. The stigma associated with each and lack of coordinated responses also creates more barriers for survivors and their children in obtaining assistance. Survivors are best served when advocates can respond holistically to the many manifestations of abuse and trauma.

The Division on Women is committed to promoting trauma-informed services and developing numerous pathways for healing and processing for survivors of domestic violence. For these reasons, DCF-DOW has established the following priority areas for this grant:

- 1) Alternative housing solutions for long-term stability
- 2) Economic and financial programming
- 3) Legal assistance
- 4) Culturally specific programming
- 5) Substance use and/or mental health concerns

Special consideration will be given to applicants that also prioritize these areas.

## **B. Background**

The Department of Children and Families is a family and child serving agency, working to assist New Jersey residents in being or becoming safe, healthy and connected.

In 1974, the Division on Women was established as a pioneering state agency to create, promote and expand the rights and opportunities for all women throughout the state. DOW is housed within DCF and administers state and federal domestic violence and sexual violence to agencies in every county in New Jersey. DOW collaborates with government and non-government agencies on federal, state and county levels to ensure the compassionate treatment of all survivors, and provides resources, support and technical assistance to agencies carrying out the work.

The Family Violence Prevention Services Act (FVPSA) is operated by the Family and Youth Services Board at the Administration for Children and Families, U.S. Department of Health and Human Services. FVPSA was signed into law as Title III of the Child Abuse Amendments of 1984. It is the primary federal resource addressing domestic violence as a public health issue dedicated to the provision of domestic violence shelters, supportive services, and related programming for victims of domestic/dating violence and their dependents.

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

## **C. Target Population/Admission**

The ARP funding will support agencies in New Jersey in implementing vital

domestic violence services to assist New Jersey's efforts to prepare, prevent, and respond to the COVID-19 pandemic. The target population includes all victims and survivors of family violence, domestic violence and dating violence as well as their family and household members who reside in New Jersey, whether or not the violence occurred in New Jersey.

Domestic violence programs shall be designed to meet the needs of the target population, especially individuals that have been historically underserved. Underserved populations include groups that lack accessible or relevant services due to geographic locations, racial and/or ethnic backgrounds, sexual orientation, or specific needs like language, disabilities, immigration status, or age.

Eligible organizations include local public agencies and nonprofit organizations, including faith-based, charitable, community-based, Tribal, or voluntary associations that **do NOT currently have a contract with DCF-DOW for domestic violence direct services**. Programs that receive funding must be accessible and delivered without discrimination on the basis of age, disability, gender, gender-identity, sexual orientation race, color, national origin, or religion. (42 U.S.C. §10406). All victims of domestic violence, regardless of citizenship, legal status, or tribal affiliation are to have the same access to services without the need to produce documentation of residency/citizenship. Programs must be able to assist victims of domestic violence with Limited English Proficiency(LEP), and Deaf or hard of hearing.

## **D. Services to be Funded**

### **Domestic Violence Services**

Domestic Violence funding can be used for housing, prevention activities and services to support victims/survivors during the COVID-19 pandemic. Please note, an applicant does not need to operate a physical shelter to apply for these funds. Per FVPSA legislation, at 42 U.S.C. § 10408(b), funds can be used to support voluntary services that include, but are not limited to:

#### **1. Crisis Calls and Intervention**

Services can include a means for providing direct emergency assistance to survivors on a 24-hour basis. This can occur through a hotline or chat system. Crisis intervention is a process by which a person identifies, assesses, and intervenes to assist an individual in crisis to restore balance and reduce harmful effects. Crisis intervention can occur in-person and/or telephonically.

#### **2. Housing Options**

The funding can support shelter and/or alternative housing options. This includes not only emergency shelter, which complies with Department of Community Affairs licensing standards (N.J.S.A. 55:13C 1 et seq.), but also rental vouchers, hotel/motel placement, and other long-term and/or short-term housing solutions. Funded programs are not required to lease or own apartments or lodgings for survivors and

their families. Additionally, funding can support the provision of food, clothing, and personal supplies for individuals residing in shelter. Nominal moving expenses and furnishings for a survivor's new home may also be provided.

### **3. Victim Advocacy**

Victim advocacy is designed to help the victim/survivor navigate various systems to obtain needed resources or services. This includes assistance with employment, housing, address confidentiality, shelter services, health care, victim's compensation, immigration, courts, law enforcement and more. Services can help survivors create a customized plan that holistically meets the unique needs of clients.

### **4. Individual and Group Counseling**

Counseling services may vary depending on the client's individual needs and may be provided in the following combinations: long or short term; supportive or crisis-oriented; and individual and/or group basis.

### **5. Legal Advocacy and Legal Representation**

Legal advocacy includes assisting clients with criminal and civil legal issues. This includes providing clients with court-related information, preparing paperwork for restraining orders, filing for visas, and accompanying a client to court. This can also include accompanying a client to an administrative hearing, such as unemployment, Social Security, TANF, or SNAP hearing.

### **6. Medical Accompaniment**

As health-related issues are prevalent among domestic violence victims and survivors, medical assistance is vital. Supportive services include accompanying a domestic violence victim to, or meeting a victim at, a hospital, clinic, or medical office.

### **7. Transportation**

Funding may be utilized to provide transportation assistance to facilitate shelter admission or support residential clients to access community supports like court appearances and medical appointments. An organization may utilize its own vehicle (with written approval) or assist indirectly through bus passes, vouchers, sub-contractors, or other arrangements.

### **8. Community Education and Training**

Funding may be used to educate and increase awareness of domestic violence in the community. This may include presentations or trainings about domestic violence and/or services related to victims of domestic violence and their children.

**9. Partnership and Collaboration**

The organization may identify and forge relationships with community systems. Participation in multi-disciplinary committees, work groups and joint planning activities may also be included. Additionally, funding can be used to cultivate and recruit potential volunteers and referral partners to provide various forms of support.

**10. Prevention Services**

Applicants may utilize funding for prevention-based services like access to preventive health and behavioral health programs, educational programs in schools, parenting skills classes, and community campaigns designed to alter norms and values conducive to domestic or dating violence.

**11. Services for Children**

Survivors may need child-care assistance when navigating systems, utilizing healing services, or in gaining valuable skills. Applicants may utilize funding to assist survivors with day care, tutoring, or recreational services. Applicants may use this funding to offer services for children exposed to domestic violence like trauma-focused cognitive behavioral therapy, art therapy, and music, theater, or play therapy.

**12. Offender Services**

Perpetrator services ARE allowable expenses under this funding source. However, services must be voluntary and cannot be mandated.

**13. Technology**

Technology enhancements to support transitioning to virtual and remote services. This also includes technology assessments, best practices, and trainings to enable programs to support victims and their families with online learning, employment searches, remote participation in supportive services and case management.

**14. Consultant Services**

These funds may be used to provide counseling services to staff to assist with staff burnout or vicarious trauma. Consultants may also assist with emergency preparedness.

**15. Translation and Interpretation**

Services to assist agencies in providing culturally and linguistically appropriate services.

**16. Substance use disorders and/or mental health needs**

This includes substance use counselors, specialized mental health counselors, support groups, referrals to intensive outpatient programs and other partners, coordinated protocols, and training and technical assistance for domestic violence programs to better support survivors.



See here for a complete list of allowable activities:

[https://acf.hhs.gov/sites/default/files/documents/fysb/1\\_FY%202021%20FVPSA%20American%20Rescue%20Plan%20Supplemental%20Funding%20Program%20Instruction-%20FormulaGrantees\\_final-05-19-21.pdf](https://acf.hhs.gov/sites/default/files/documents/fysb/1_FY%202021%20FVPSA%20American%20Rescue%20Plan%20Supplemental%20Funding%20Program%20Instruction-%20FormulaGrantees_final-05-19-21.pdf)

### **Unallowable Uses of Funds**

- Direct cash assistance to victims/survivors
- Construction costs (some exceptions apply)
- Renovation costs (some exceptions apply)
- Any mandatory services

### **E. Resources**

#### **Geographic Area to Be Served**

Eligible agencies must be located in New Jersey and provide services to the target population in New Jersey. The programs shall serve any eligible individuals electing to receive services in New Jersey regardless of whether their last known physical address was outside of the state.

#### **Staffing**

The applicant shall allocate and maintain proper staffing levels that meet the needs of program activities included in the proposal narrative and budget.

#### **1. Staff and Volunteer Retention**

Every effort must be made to hire and retain individuals with recognized expertise in the field of domestic violence, as well as experience with mental health and trauma, substance abuse, social services, and systems advocacy. The applicant shall ensure staff and volunteers reflect the language, race, and cultural backgrounds of the survivors it serves.

#### **2. New Staff Training & Development**

Prior to interacting with clients or providing direct services, all staff and volunteers shall complete a minimum 40 hours of training in the field of domestic violence

#### **3. Intern/Volunteer Program**

Volunteers are valuable members to domestic violence programs. To build a strong pool of interns and volunteers, the agency must commit to recruiting, training and developing those who want to volunteer. Volunteers shall go through the same screening, orientation and training protocols as staff.

#### **Applicable Laws and Regulations**

All DCF funded agencies must comply with:

- The Violence Against Women Act (42 U.S.C. 13701 et seq);
- Family Violence Prevention and Services Act (42 U.S.C. 10401 et seq);

- The Prevention of Domestic Violence Act (N.J.S.A, 2CL15-17 et seq);
- Shelters for Victims of Domestic Violence Act (N.J.S.A. 30:14-1 et seq);
- Standards for Shelters for Victims of Domestic Violence Act (N.J.A.C. 10:130);
- Survivor-Counselor Confidentiality Privilege (N.J.S.A. 2A:84A-22.13 et seq);
- The Sexual Assault Survivor Protection Act (N.J.S.A. 2C:14-13 et seq.);
- Confidentiality of Substance Abuse Records (N.J.S.A. 26:2B-20);
- Licensing standards as set forth in N.J.A.C. Title 5 Chapter 15, Emergency Shelters for the Homeless and as administered by the New Jersey Department of Community Affairs; and
- New Jersey Law Against Discrimination (N.J.S.A. 10:5-12).

The New Jersey Law Against Discrimination makes it unlawful to subject people to differential treatment based on race, creed, color, national origin, nationality, ancestry, age, sex (including pregnancy), familial status, marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, liability for military service, mental or physical disability, perceived disability, and AIDS and HIV status. The DCF-funded agency must prohibit discrimination in program admission and the provision of services, as well as agency hiring and promotional process.

### **Voluntary Participation Only**

To ensure safety for domestic violence victims/survivors and their family, the applicant should operate with the highest level of ethical practice and accountability to survivors and the community. The federal government bars Family Violence and Prevention Services Act (FVPSA) recipients from mandating survivors to participate in programming to access other services. All services must be available on a voluntary basis.

### **Trauma-informed Approach**

Additionally, DCF is looking for an organization that articulates a trauma-informed philosophy and healing-centered approach to its service delivery. This approach incorporates an understanding of the pervasiveness of trauma and its impact on every aspect of service provision. Not all survivors will experience violence in the same way, and each survivor will have individual needs. Being trauma-informed requires programs to understand and respond with sensitivity to the culture, behaviors, attitudes and emotional needs of survivors.<sup>3</sup>

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<sup>3</sup> Phillips, Heather, MA, Eleanor Lyon, PhD, Mary Fabrisi, PsyD, and Carole Warshaw, MD. *Promising Practices and Model Programs: Trauma-Informed Approaches to Working with Survivors of Domestic and Sexual Violence and Other Trauma*. Center on Domestic Violence, Trauma and Mental Health, 2015.

### **Acceptance/Remittance Criteria for Services**

The denial of domestic violence services to a survivor can have serious and lasting safety implications. Decisions about discontinuing services shall not be based on survivors' personalities, immigration status, mental health, substance abuse history, age of survivor's children or their decision to return to the abuser. The only viable reason for denial is that the individual is not a victim of domestic violence or the individual poses a threat of inflicting harm on staff or residents. When the provider is at capacity, every effort should be made to refer the survivor with another DV county provider.

### **Protecting Confidentiality**

Pursuant to the New Jersey Administrative Code, Section 10:130-2.5 (a) all services are confidential, accessible to the general public, and provided free of charge by specially trained professionals. The applicant shall abide by confidentiality policy at DCF as follows:

- The applicant shall observe the confidentiality provisions in 42 U.S.C. 10406(c) (5) with respect to all information collected by DCF.
- The applicant shall not disclose personal identifying information collected from a service recipient, including persons receiving services via a state or federally funded grant program, to any persons without the informed, written, and reasonably time-limited consent of that person, unless compelled by statute or court.
- If disclosure is required by law or court order, the applicant shall make reasonable efforts to:
  - Inform the person of the necessary disclosure; and
  - Protect the privacy and safety of affected persons.
- The applicant shall not make public the address or location of any domestic violence shelter facility that otherwise maintains a confidential location, except with written authorization of the person or persons responsible for the operation of that shelter.
- The applicant shall have written policies addressing documentation, storage of confidential information and access to other protected material.
- The applicant shall have a policy on the retention and destruction of documents.

### **Data Collection and Management**

The applicant is required to collect data and submit to DOW in a timely fashion. Reporting tools and timelines are established in partnership with DCF. DOW only collects aggregate data that does not include any personally identifying information that could possibly identify a victim of domestic or sexual violence.

### **Continued Quality Improvement Standards**

DCF engages in Continuous Quality Improvement (CQI) to identify and analyze strengths and areas needing improvement. DCF is committed to the process of ongoing evaluation as a vehicle to learn and develop solutions to improve the quality of services. It is expected that the awarded agency will engage in ongoing CQI to ensure programs are systematically and intentionally

increasing positive outcomes for individuals and families they serve.

The applicant shall be required to submit monthly reports of demographics and service data as part of the CQI process. The applicant will be required to collect and report pertinent client and program data, relative to service activities and measurable program outcomes.

## **F. Funding Information**

The Department will make available:

- Seven (7) separate awards, each up to for **\$214,285**.

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

ARP supplemental funding project period is **March 15, 2021 through September 30, 2025**. Retroactive pre-award costs that have occurred from March 15, 2021 in response to the COVID-19 public health emergency are allowed. Activities proposed under ARP supplemental funding may end prior to September 30, 2025. ARP supplemental funding will remain available until expended and through the end of FY 2025, September 30, 2025, but funds may be fully spent down prior to that time.

### **Matching Funds**

**No** match is required for the FVPSA ARP grant awards.

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

### **Technical Assistance and Support**

All newly funded agencies through the ARP grant will be provided comprehensive technical assistance and support through DCF-DOW and its partner, the New Jersey Coalition to End Domestic Violence. This support will assist new providers with grants and financial management, nonprofit administration, sustainability, stakeholder engagement and more.

## **G. Applicant Eligibility Requirements**

1. Applicants must be for profit or non-profit corporations and/or Universities that are duly registered to conduct business within the State of New Jersey.
2. Applicants must be in good standing with all State and Federal agencies with which they have an existing grant or contractual relationship.
3. If Applicant is **under a corrective action plan with DCF (inclusive of its Divisions and Offices) or any other New Jersey State agency or authority, the Applicant may not submit a proposal for this RFP if written notice of such limitation has been provided to the Agency**

**or authority.** Responses shall not be reviewed and considered by DCF until all deficiencies listed in the corrective action plan have been eliminated and progress maintained to the satisfaction of DCF for the period of time as required by the written notice.

4. Applicants shall not be suspended, terminated or barred by any agency for deficiencies in performance of any award, and if applicable, all past issues must be resolved as demonstrated by written documentation.
5. Applicants that are presently under contract with DCF must be in compliance with the terms and conditions of their contract.
6. Where required, all applicants must hold current State licenses.
7. Applicants that are not governmental entities must have a governing body that provides oversight as is legally required.
8. Applicants must have the capability to uphold all administrative and operating standards as outlined in this document.
9. Applicants must have the ability to achieve full operational census within **60** days of contract execution.
10. All applicants must have a Data Universal Numbering System (DUNS) number. To acquire a DUNS number, contact the dedicated toll-free DUNS number request line at 1-866-705-5711 or inquire on-line at: <http://fedgov.dnb.com/webform>
11. Any fiscally viable entity that meets the eligibility requirements, terms and conditions of the RFP, and the contracting rules and regulations set forth in the DCF Contract Policy and Information Manual (N.J.A.C. 10:3) may submit an application.

#### H. RFP Schedule

<b>October 15, 2021</b>	<b>Deadline for Email Questions sent to</b> <a href="mailto:DCF.ASKRFP@dcf.nj.gov">DCF.ASKRFP@dcf.nj.gov</a>
<b>November 17 , 2021</b>	<b>Deadline for Receipt of Proposals by 12:00PM</b>

Proposals received after 12:00 PM on **November 17, 2021** will **not** be considered.

**All proposals must be delivered ONLINE:**

To submit a proposal online, applicant must submit an AOR form. The AOR form must be completed and sent to [DCF.ASKRFP@dcf.nj.gov](mailto:DCF.ASKRFP@dcf.nj.gov)

- Registration for the Authorized Organization Representative (AOR) Form

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

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

We recommend not waiting until the due date to submit your proposal in case there are technical difficulties during your submission. Registered AOR forms may be received 5 business days prior to the date the bid is due.

### **Submission Requirement:**

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

## **I. Administration**

### **Screening for Eligibility, Conformity and Completeness**

DCF will screen proposals for eligibility and conformity with the specifications set forth in this RFP. A preliminary review will be conducted to determine whether the application is eligible for evaluation or immediate rejection. Five (5) points will be deducted for each missing document. If documents are missing from the proposal, DCF may provide an email notice to the Applicant after the bid is submitted. Applicants will have up to five (5) business days after notice from DCF to provide any potentially missing documentation without penalty. If the deductions total 20 points or more, the proposal shall be rejected as non-responsive.

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

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

Upon completion of the initial screening, proposals meeting the requirements of the RFP will be distributed to the Proposal Evaluation Committee for its review and recommendations. Failure to meet the criteria outlined above, or the submission of incomplete or non-responsive applications constitutes grounds for immediate rejection of the proposal if such absence affects the ability of the committee to fairly judge the application.

## **Proposal Review Process**

DCF will convene a Proposal Evaluation Committee in accordance with existing regulation and policy. The Committee will review each application in accordance with the established criteria outlined in Section II of this document. All reviewers, voting and advisory, will complete a conflict of interest form. Individuals with conflicts or the appearance of a conflict will be disqualified from participation in the review process. The voting members of the Proposal Evaluation Committee will review proposals, deliberate as a group, and then independently score applications to determine the final funding decisions.

The Department reserves the right to request that applicants present their proposal in person for final scoring. In the event of a tie in the scoring by the Committee, the Applicants that are the subject of the tie will provide a presentation of their proposal to the evaluation committee. The evaluation committee will request specific information and/or specific questions to be answered during a presentation by the provider and a brief time-constrained presentation. The presentation will be scored out of 50 possible points, based on the following criteria and the highest score will be recommended for approval as the successful Applicant.

Requested information was covered- 10 Points

Approach to the contract and program design was thoroughly and clearly explained and was consistent with the RFP requirements- 25 Points

Background of organization and staffing explained- 15 Points

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

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

## **Special Requirements**

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

Applicants must comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, the State Affirmative Action policy, as attached as **Exhibit A**.

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

The successful Applicants must comply with the Notice of Standard Contract Requirements, Processes, and Policies, as attached as **Exhibit C**.

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

Applicants must comply with the federal requirements-Updated Rider for Purchases Funded by Federal Funds of 2CFR 200.317. See **Attachment 1**.

Applicants must comply with Notice of Executive Order 166. See **Attachment 2**.

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

1. Applicants must comply with 42 CFR Part 2 Confidentiality of Substance Use Disorder Patient Records.
2. Keep client specific and patient personal health information (“PHI”) and other sensitive and confidential information confidential in accordance with all applicable New Jersey and federal laws and regulations including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).
3. Recognize and understand that case information is mandated by N.J.S.A. 9:6-8.10a is to be kept confidential and the release of any such information may be in violation of state law and may result in the conviction of individuals for a disorderly person’s level offence as well as possibly other disciplinary, civil or criminal actions pursuant to N.J.S.A. 9:6-8.10b.

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

Organ and Tissue Donation: As defined in section 2 of P.L. 2012, c. 4 (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. §1320b-8 to serve in this State.



## **J. Appeals**

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

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

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

## **K. Post Award Review**

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

Applicants may request a Post Award Review by contacting: [DCF.ASKRFP@dcf.nj.gov](mailto:DCF.ASKRFP@dcf.nj.gov).

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

## **L. Post Award Requirements**

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

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

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

1. A copy of the Acknowledgement of Receipt of the NJ State Policy and Procedures returned to the DCF Office of the EEO/AA
2. Proof of Insurance naming DCF as additionally insured from agencies

3. Bonding Certificate
4. Notification of Licensed Public Accountant (NLPA) with a copy of Accountant's Certification

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

## **Section II – Application Instructions**

### **A. Proposal Requirements and Review Criteria**

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

Applicants must submit a Narrative with the following parameters:

- The narrative portion of the proposal should be double-spaced with margins of 1 inch on the top and bottom and 1 inch on the left and right.
- The font shall be no smaller than 12 points in Arial or Times New Roman.
- There is a (30) page limitation for the narrative portion of the grant application. Annex B budget pages, and attachments do not count towards the narrative page limit. A one (1) point reduction per page will be administered to proposals exceeding the page limit requirements.
- The narrative must be organized appropriately, address the key concepts outlined in the RFP, and include all attachments.

### **Proposal Narrative**

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

#### **I. Organizational History and Capacity (15 Points)**

Describe the agency's history, mission and goals, and where appropriate, a record of accomplishments in working in collaboration with the Department of Children and Families and/or relevant projects with other state or federal governmental entities.

Describe the agency's background and experience in implementing the services described in the RFP.

Describe the agency's governance structure and its administrative, management. Note the existence of professional advisory boards that support the operations.

- **Include a Governing Body List. (A “governing body” is any of the following: Board or Directors -or- Managing Partners, if LLC/Partnership, -or- Board of Chosen Freeholders of Responsible Governing Body. List must be dated and include the following: names, titles, emails, phone numbers, addresses, and terms for all members of Governing Body.) as part of the appendix.**
- **Attach a current agency-wide organizational chart.**

Provide an indication of the organization's demonstrated commitment to cultural inclusivity and diversity. Explain how the provider's policies, materials, environment, recruitment, hiring, promotion, training and Board membership reflect the community or the intended recipients of the services you provide. Describe how the organization will provide resources and services in a way that is culturally sensitive and relevant.

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

- **Include written policies implementing trauma informed practices, if available.**

**II. Need and Impact (10 Points)**

Applicants should clearly describe the need or issue to be addressed, and its impact on the community. The application will be evaluated as to how effectively it:

- Describes the nature and scope of problem with relevant state and local level data as well as agency statistics.
- Discusses the target population to be served and ensure this includes at least one underserved population. The applicant should include population size and demographics as well as any relevant statistics to link the need for assistance.
- A summary of existing services in the geographic location, including identified gaps in the current provision. Describe how your program will bridge identified gaps and overcome barriers to underserved.

### III. Program Approach

(30 Points)

Specify a program approach that includes an overview of the proposed services and their anticipated impact on the target population. Include the following:

- A description of the services to be provided. Include how DCF-DOW's priorities areas for this funding will be met;
- An explanation of how the services will be accessible and culturally-responsive;
- A description of any service coordination, collaborative efforts or processes that will be used to provide the proposed services and increase services to underserved populations
  - **Attach any affiliation agreements or Memoranda of Understanding**
  - **Include no more than 2 Professional letter(s) of support** from community organizations that you already partner with **as part of the appendix**. Letters from any New Jersey State employees are prohibited.
- Information on the accessibility of services, including the hours and days that services will be available to clients, and the geographic location(s) where services will be provided. Include also a description of any transportation options available to clients and wheelchair accessibility;
  - **Submit a description of program space as part of the appendix (include address).**
  - **Additional photos and/or floor plans are also welcomed, if available-attach as part of the appendix.**
- A description of client eligibility requirements, referral processes and client rejection/termination policies; and
- A description of the process for maintaining confidentiality of client records.

### IV. Staffing and Personnel

(10 Points)

Indicate the number, qualifications and skills of all staff, consultants, sub-grantees and/or volunteers who will perform the proposed service

activities.

Describe how the proposed program will recruit and utilize volunteers.

**Attach in the Appendices section of the application the following items:**

- **job descriptions that include education, training, and experience;**
- **a sample staff schedule for a month depicting staff shifts and hours; and**
- **resumes of any existing staff who will perform the proposed services, including any professional licenses.**

DCF-DOW supports standards created for domestic violence agencies. DCF endorsed Prevent Child Abuse New Jersey's (PCA-NJ) Safe-Child Standards in August 2013. These standards are used as a tool for implementing policies and procedures and ensure a baseline of quality services.

Describe how the applicant agency's operations mirror or abide by the applicable standards.

- **Include a brief (no more than 1 page double spaced) Safe-Child Standards Description demonstrating ways in which your agency's operations mirror the Standards as part of the appendix.**

The Standards are available at:

<https://nj.gov/dcf/providers/notices/nonprofit/> and

<https://www.nj.gov/dcf/SafeChildStandards.pdf>

## **V. Program Implementation Schedule (10 Points)**

Provide a timeline for fully implementing the proposed services.

- **Attach a separate Program Implementation Schedule as part of the Appendix.**

Provide as part of the narrative how your organization will execute the program implementation schedule and meet the requirements of the RFP. If operating a shelter facility, provide applicable leases or other agreements.

Applicants must have the ability to begin serving the target population within **30** days of contract execution. Describe how the applicant

organization shall commit to develop these requirements and have them available.

**VI. Outcome and Evaluation (5 Points)**

Provide a brief narrative and **attach copies of any evaluation tools** that will be used to determine the effectiveness and quality of the program services, and the frequency the tools will be used.

**VII. Leveraging and Sustainability (5 Points)**

Identify the total amount and source of any additional financial resources that will be committed to the proposed project as leverage to ensure sustainability.

**VIII. Budget (15 Points)**

The Department will consider the cost efficiency of the proposed budget as it relates to the anticipated level of services (LOS). Therefore, applicants must clearly indicate how this funding will be used to meet the project goals and/or requirements. Provide a line item budget and narrative for the proposed project/program for the first year of operation. The narrative must be part of the 30-page proposal.

- **The Budget forms are to be attached as an Appendix.**

The budget shall be reasonable and reflect the scope of responsibilities required to accomplish the goals of this project. Projects may span a period of up to 36 months. The budget should reflect the 12-month funding cycle(s) for which you are applying. For example, if applying for 18 months, please submit 1 twelve-month budget and a 6-month budget. The budget must include, in separate columns, total funds needed for each line item, the funds requested in this grant, and funds secured from other sources. All costs associated with the completion of the project must be clearly delineated and the budget narrative must clearly articulate budget items, including a description of miscellaneous expenses or "other" items. All funding including matching funds and in-kind contributions shall be included in the budget.

The Budget form shall be required for your proposal. Standard DCF Annex B (budget) forms will be required if your organization is awarded.

Forms are available at:

<http://www.state.nj.us/dcf/providers/contracting/forms/>

A description of General and Administrative Costs are available at:

<http://www.state.nj.us/dcf/providers/notices/>

## B. Supporting Documents

Applicants must submit a complete proposal signed and dated by the Chief Executive Officer or equivalent. There is a 30-page limitation for the narrative portion of the grant application. A one (1) point reduction per page will be administered to proposals exceeding the page limit requirements.

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

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

<b>Part I: Proposal</b>	
1	<input type="checkbox"/> <b>Proposal Cover Sheet</b> – (signed and dated) Website: <a href="https://www.nj.gov/dcf/providers/notices/requests/#2">https://www.nj.gov/dcf/providers/notices/requests/#2</a> Form: <a href="https://www.nj.gov/dcf/providers/notices/Proposal.Cover.Sheet.doc">https://www.nj.gov/dcf/providers/notices/Proposal.Cover.Sheet.doc</a>
2	<input type="checkbox"/> <b>Table of Contents</b> – Please number and label with page numbers if possible in the order as stated in Part I & Part II Appendices for paper copies, CD and electronic copies.
3	<input type="checkbox"/> <b>Proposal Narrative</b> in following order <b>30 Page Limitation</b> <ol style="list-style-type: none"> <li>I. Organization History and Capacity</li> <li>II. Need and Impact</li> <li>III. Program Implementation</li> <li>IV. Staffing and Personnel</li> <li>V. Program Implementation Schedule</li> <li>VI. Outcome and Evaluation</li> <li>VII. Leveraging and Sustainability</li> <li>VIII. Budget</li> </ol>
<b>Part II: Appendices</b>	
4	<input type="checkbox"/> <b>Written policies implementing trauma informed practices, if available.</b> If not applicable, include a written statement.
5	<input type="checkbox"/> <b>Governing Body List. (A “governing body” is any of the following: Board or Directors -or- Managing Partners, if LLC/Partnership, -or- Board of Freeholders of Responsible Governing Body).</b>  List must be Dated and include the following: <ol style="list-style-type: none"> <li>a. Names</li> <li>b. Titles,</li> <li>c. Emails</li> <li>d. Phone Numbers</li> <li>e. Address <b>and</b></li> <li>f. Terms</li> </ol>
6	<input type="checkbox"/> <b>Current Agency-Wide Organization Chart</b>

7	<input type="checkbox"/>	<b>2 Professional letter(s) of support</b> from community organizations that you already partner with <b>as part of the appendix</b> . Letters from any New Jersey State employees are prohibited.
8	<input type="checkbox"/>	<b>Job Descriptions that include all educational and experiential requirements</b>
9	<input type="checkbox"/>	<b>Resumes of any existing staff who will perform the proposed services</b> (please <u>do not</u> provide home addresses or personal phone numbers), <b>including any professional licenses.</b>
10	<input type="checkbox"/>	<b>A sample staff schedule for a month depicting staff shifts and hours</b>
11	<input type="checkbox"/>	<b>Brief narrative on Staffing Patterns</b>
12	<input type="checkbox"/>	<b>Safe-Child Standards Description</b> of your agency's implementation of the standards (no more than 1 page)
13	<input type="checkbox"/>	<b>Description of program space, if available</b>
14	<input type="checkbox"/>	<b>Additional photos and/or floor plans, if available are also welcomed</b>
15	<input type="checkbox"/>	<b>Summary of evaluation tools</b> that will be used to determine the effectiveness of the program services (no more than 5 pages)
16	<input type="checkbox"/>	<b>Signed Attestation Exhibit D</b>
17	<input type="checkbox"/>	<b>Proposed Program Implementation Schedule</b> or some other detailed weekly description of your action steps in preparing to provide the services of the RFP and to become fully operational within the time specified.
18	<input type="checkbox"/>	Proposed <b>Annex B Budget Form</b> documenting anticipated budget (include signed cover sheet) Annex B: <a href="https://www.nj.gov/dcf/documents/contract/forms/AnnexB.xls">https://www.nj.gov/dcf/documents/contract/forms/AnnexB.xls</a> Note: Expense Summary Form is auto populated. Begin data input on Personnel Detail Tab.
19	<input type="checkbox"/>	Applicant's <b>Conflict of Interest policy</b>



20	<input type="checkbox"/>	<p><b>Copies of any audits (not financial audit) or reviews (including corrective action plans) completed or in process by DCF (inclusive of DCF Licensing, Divisions and Offices) or other state entities within the last 2 years.</b> If available, a corrective action plan should be provided and any other pertinent information that will explain or clarify the applicant's position. If not applicable, include a written statement.</p> <p>Applicants are on notice that DCF may consider all materials in our records concerning audits, reviews or corrective active plans as part of the review process.</p>
21	<input type="checkbox"/>	<p>Document showing <b>Data Universal Numbering System (DUNS)</b> Number [2006 Federal Accountability &amp; Transparency Act (FFATA)]  Website: <a href="https://fedgov.dnb.com/webform">https://fedgov.dnb.com/webform</a> Helpline: 1-866-705-5711</p>
22	<input type="checkbox"/>	<p><b>System for Award Management (SAM)</b> printout showing "active" status (free of charge)  Website: Go to SAM by typing <a href="http://www.sam.gov">www.sam.gov</a> in your Internet browser address bar  Helpline: 1-866-606-8220</p>
23	<input type="checkbox"/>	<p>Applicable <b>Consulting Contracts, Affiliation Agreements</b> related to this RFP. If not applicable, include a written statement</p>
24	<input type="checkbox"/>	<p><b>Business Associate Agreement/HIPAA</b> (signed/dated under Business Associate)  [Version: Rev. 8-2019]  Form: <a href="https://www.nj.gov/dcf/providers/contracting/forms/HIPAA.docx">https://www.nj.gov/dcf/providers/contracting/forms/HIPAA.docx</a></p>
25	<input type="checkbox"/>	<p><b>Affirmative Action Certificate --or-- Renewal Application [AA302]</b> sent to Treasury  Note: The AA302 is only applicable to new startup agencies and may only be submitted during Year 1. Any agency previously contracted through DCF is required to submit an Affirmative Action Certificate.  Website: <a href="https://www.nj.gov/treasury/purchase/forms.shtml">https://www.nj.gov/treasury/purchase/forms.shtml</a>  Form: <a href="https://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf">https://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf</a></p>
26	<input type="checkbox"/>	<p><b>Certificate of Incorporation</b>  Website: <a href="https://www.nj.gov/treasury/revenue/filecerts.shtml">https://www.nj.gov/treasury/revenue/filecerts.shtml</a></p>
27	<input type="checkbox"/>	<p><b>For Profit: NJ Business Registration</b> Certificate with the Division of Revenue. See instructions for applicability to the organization. If not applicable, include a signed/dated written statement on agency letterhead. (Requested with proposal, required prior to award)  Website: <a href="https://www.nj.gov/njbusiness/registration/">https://www.nj.gov/njbusiness/registration/</a></p>
28	<input type="checkbox"/>	<p><b>Agency By-laws or Management Operating Agreement if an LLC</b></p>

29	<input type="checkbox"/>	<p><b>Tax Exempt Organization Certificate (ST-5) -or- IRS Determination Letter 501(c)(3)</b>  If not applicable, include a signed/dated written statement on agency letterhead  Website: <a href="https://www.nj.gov/treasury/taxation/exemptintro.shtml">https://www.nj.gov/treasury/taxation/exemptintro.shtml</a></p>
30	<input type="checkbox"/>	<p><b>Disclosure of Investigations and Other Actions Involving Bidder Form (PDF) (signed/dated)</b>  Website: <a href="https://www.nj.gov/treasury/purchase/forms.shtml">https://www.nj.gov/treasury/purchase/forms.shtml</a> [Version 3-15-19]  Form: <a href="https://www.nj.gov/treasury/purchase/forms/DisclosureofInvestigations.pdf">https://www.nj.gov/treasury/purchase/forms/DisclosureofInvestigations.pdf</a></p>
31	<input type="checkbox"/>	<p><b>Disclosure of Investment Activities in Iran (PDF) (signed/dated)</b>  (Requested with proposal, required prior to award)  Website: <a href="https://www.nj.gov/treasury/purchase/forms.shtml">https://www.nj.gov/treasury/purchase/forms.shtml</a> [Version 6-19-17]  Form: <a href="https://www.nj.gov/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf">https://www.nj.gov/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf</a></p>
32	<input type="checkbox"/>	<p><b>For Profit: Ownership Disclosure Form (PDF) (signed/dated)</b>  Website: <a href="https://www.nj.gov/treasury/purchase/forms.shtml">https://www.nj.gov/treasury/purchase/forms.shtml</a> [Version 6-8-18]  Form: <a href="https://www.nj.gov/treasury/purchase/forms/OwnershipDisclosure.pdf">https://www.nj.gov/treasury/purchase/forms/OwnershipDisclosure.pdf</a>  See instructions for applicability to your organization. If not applicable, include a written statement.</p>
33	<input type="checkbox"/>	<p><b>For Profit: Chapter 51/Executive Order 117 Vendor Certification --and-- Disclosure of Political Contributions (signed/dated) [Version: Rev 4/1/19]</b>  See instructions for applicability to your organization. If not applicable, include a signed/dated written statement on agency letterhead.  Website: <a href="https://www.nj.gov/treasury/purchase/forms.shtml">https://www.nj.gov/treasury/purchase/forms.shtml</a>  Form: <a href="https://www.nj.gov/treasury/purchase/forms/eo134/Chapter51.pdf">https://www.nj.gov/treasury/purchase/forms/eo134/Chapter51.pdf</a></p>
34	<input type="checkbox"/>	<p>Certification Regarding <b>Debarment</b> (signed/dated)  Website: <a href="https://www.nj.gov/dcf/providers/notices/requests/#2">https://www.nj.gov/dcf/providers/notices/requests/#2</a>  Form: <a href="https://www.nj.gov/dcf/documents/contract/forms/Cert.Debarment.pdf">https://www.nj.gov/dcf/documents/contract/forms/Cert.Debarment.pdf</a></p>
35	<input type="checkbox"/>	<p><b>Statement of Assurances – (Signed and dated)</b>  Website: <a href="https://www.nj.gov/dcf/providers/notices/requests/#2">https://www.nj.gov/dcf/providers/notices/requests/#2</a> Form: <a href="https://www.nj.gov/dcf/providers/notices/Statement.of.Assurance.doc">https://www.nj.gov/dcf/providers/notices/Statement.of.Assurance.doc</a></p>
36	<input type="checkbox"/>	<p><b>Tax Forms:</b>  <u>Non Profit Form 990</u> Return of Organization Exempt from Income Tax <b>or- For Profit Form 1120</b> US Corporation Income Tax Return <b>or-LLC Applicable Tax Form</b> and may delete or redact any SSN or personal information</p>

\* The above listed standard forms for RFP's are available at:  
<https://www.nj.gov/dcf/providers/notices/requests/>

See *Standard Documents for RFPs* for forms.

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

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

Click on Vendor Information and then on Forms.

Standard Language Document, and the Contract Reimbursement Manual and Information Manual may be reviewed via the Internet respectively at:

<https://www.nj.gov/dcf/providers/contracting/forms/> and  
[www.nj.gov/dcf/providers/contracting/manuals](http://www.nj.gov/dcf/providers/contracting/manuals)

## **C. Requests for Information and Clarification**

### **Question and Answer:**

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

Questions must be submitted in writing via email to:  
[DCF.ASKRFP@dcf.nj.gov](mailto:DCF.ASKRFP@dcf.nj.gov).

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

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

Technical inquiries about forms and other documents may be requested anytime through [DCF.ASKRFP@dcf.nj.gov](mailto:DCF.ASKRFP@dcf.nj.gov).

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

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

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

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

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

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

§ 10:2-1. Antidiscrimination provisions

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

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

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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

## EXHIBIT C

### Notice of Standard Contract Requirements, Processes, and Policies

#### I. Instructions:

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

#### II. Organizations awarded contracts are required to comply with:

- A. the terms and conditions of the Department of Children and Families' (DCF) contracting rules and regulations as set forth in the Standard Language Document (SLD), or the Individual Provider Agreement (IPA), or Department Agreement with a State Entity. Contractors may view these items on the internet at: <https://www.nj.gov/dcf/documents/contract/forms/StandardLanguage.doc>;
- 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 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; and
- F. the confidentiality rules and regulations related to the recipients of contracted services including, but not limited to:
  - 1. Compliance with 42 CFR Part 2 Confidentiality of Substance Use Disorder Patient Records.
  - 2. Maintenance of client specific and patient personal health information (PHI) and other sensitive and confidential information in accordance with all applicable New Jersey and Federal laws and regulations including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
  - 3. Safeguarding of the confidentiality of case information as mandated by N.J.S.A 9:68.10a with the understanding that the release of any information may be in violation of State law and may result in the conviction of individuals for a disorderly person's level offense as well as possibly other disciplinary, civil or criminal actions pursuant to N.J.S.A. 9:6-8.10b.
  - 4. Ensuring the content of every contractor's web site protects the confidentiality of, and avoids misinformation about the youth served and provides visitors with a mechanism for contacting upper administrative staff quickly and seamlessly.

### III. Organizations awarded contracts are advised:

- A. As noted in Section 5.12 of the SLD, or in Section 5.03 of the IPA, the initial provision of funding and the continuation of such funding under this contract is expressly dependent upon the availability to DCF of funds appropriated by the State Legislature and the availability of resources. Funds awarded under this contract program may not be used to supplant or duplicate existing funding. If any scheduled payments are authorized under this contract, they will be subject to revision based on any audit or audits required by Section 3.13 Audit of the Standard Language Document (SLD) and the contract close-out described in: [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, and any data collected or maintained through the implementation of the proposed program shall remain the property of DCF.
- D. Any data collected or maintained through the implementation of the proposed program shall remain the property of DCF.
- E. Contractors shall maintain a financial management system consistent with all of the requirements of Section 3.12 of the SLD of 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 the Department of Children and Families (DCF) to conduct a check of its child abuse registry for each person who is seeking employment in any facility or program that is licensed, contracted, regulated, or funded by DCF to determine if the person is included on the child abuse registry as a substantiated perpetrator of child abuse or neglect. Contractors are to utilize the Child Abuse Record Information (CARI) Online Application to set-up a facility account by visiting: <https://www.njportal.com/dcf/cari>
- I. Contractors and employees of the contractor who provide direct services will have State and Federal background checks with fingerprinting completed and pass now and every two (2) years thereafter. Instruction on the fingerprinting process and background checks will be provided. Community Agency Head and Employee Certification, Permission for Background Check and Release of Information, is a consent form for fingerprinting, certification regarding



criminal background, and a release of information form. It is signed by respective employees in front of a witness and is not to be included in the application. Only the Community Agency Head's signed form must be submitted with the application.

- J. DCF staff may conduct site visits to monitor the progress and problems of its contractors in conforming to all contract requirements and in accomplishing its responsibilities. The contractor may receive a written report of the site visit findings and may be expected to submit a plan of correction, if necessary, for overcoming any problems found. Corrective Action Plan (CAP) requirements, timeframes and consequences are explained on the internet at: [https://www.nj.gov/dcf/policy\\_manuals/CON-I-A-8-8.03\\_issuance.shtml](https://www.nj.gov/dcf/policy_manuals/CON-I-A-8-8.03_issuance.shtml)
- K. Contractors must have the ability to maintain the full operations census specified in the contract, and to submit timely service reports for Contracted Level of Service (CLOS) utilization in the format and at the time DCF requests.
- L. 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.
- M. 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.
- N. DCF will advise contractors of the documents and reports in support of this contract that they must either timely submit or retain on-site as readily available upon request. The contractor also shall submit all required programmatic and financial reports in the format and within the timeframes that DCF specifies as required by Section 3.02 of the SLD or IPA. Changes to the information in these documents and reports must be reported to DCF. Contractors are under a continuing obligation, through the completion of any contract with the State of NJ, to renew expired forms filed the NJ Department of Treasury and to notify Treasury in writing of any changes to the information initially entered on these forms. Failure to timely submit updated documentation and required reports may result in the suspension of payments and other remedies including termination.

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

- A. If services are provided at licensed sites, contractors must meet all NJ Department of Children and Families and other applicable Federal Licensure Standards.
- B. If services are paid with Medicaid funds, contractors must have the demonstrated ability, experience, and commitment to enroll in NJ Medicaid, and subsequently submit claims for reimbursement through NJ Medicaid and its established fiscal agent, within prescribed times.
- C. If services are paid with federal funds (including Medicaid funds), contractors must adhere to the provisions set forth in the Rider for Purchases funded in whole or in part, by federal funds. <https://www.nj.gov/dcf/providers/contracting/forms/RIDER-For-Purchases-Funded-by-Federal-Funds-7.31.2020.pdf>

- D. If services are provided by programs licensed, contracted or regulated by DCF and provide services to individuals with developmental disabilities, contractors must comply with:
1. the Central Registry of Offenders against individuals with Developmental Disabilities law, N.K.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); 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 (C30:1-1.2b) 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 (C30:1-1.2c). 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 as per Section 4 of P.L., c.1 (c.30:1-1.2b) 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 take action, including financial penalties or cancellation or non-renewal of the contract.

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

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

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

**Exhibit D**

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

**ALL DCF Providers must sign, scan, and email this executed document to:**  
[OfficeOf.ContractAdministration@Dcf.nj.us](mailto:OfficeOf.ContractAdministration@Dcf.nj.us)

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

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

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

**A. An attestation:**

\_\_\_\_\_ signed by a labor organization confirming entry into a labor harmony agreement with such labor organization; **or**

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

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

**B. A notice:**

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

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

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

I ensure the organization will continue to make a good faith effort to comply with minimum health and safety protocols issued by DCF to adequately ensure the safety of the covered providers' employees, and service recipients at least through the 366th day following the end of the public health emergency and state of emergency declared by the Governor in Executive Order No. 103 of 2020. These efforts include our adherence to the measures service providers may take to prevent and mitigate exposure to, and spread of, the COVID-19 virus while delivering services, as explained by the DCF Commissioner's issuance of Guidance's published on the DCF website at:

[https://www.nj.gov/dcf/coronavirus\\_contractedproviders.html](https://www.nj.gov/dcf/coronavirus_contractedproviders.html) These Guidance's have amended and supplemented, and may continue to amend and supplement, our contract requirements. I additionally

represent I am not aware of any prior failures to demonstrate a good faith effort to contain, limit, or mitigate the spread of COVID-19 among the covered provider's employees or service recipients.

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

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

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