



State of New Jersey

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

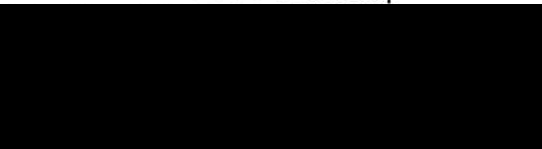
PHILIP MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

CHRISTINE NORBUT BEYER, MSW
Commissioner

February 9, 2022

Exhale Women's Fellowship



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,

Christine Norbut Beyer, MSW
Commissioner

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

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.

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

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.

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

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

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

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.

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

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.

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

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/

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.

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

- 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,

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

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

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

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.

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

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,

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

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,

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

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

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

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

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

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.

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

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

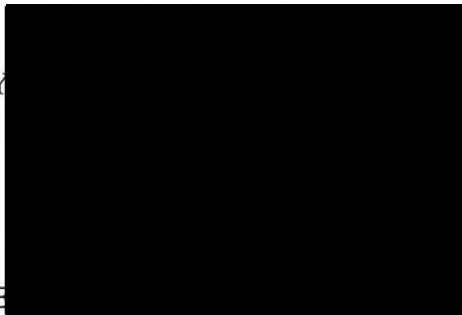
The terms set forth in this Standard Language Document (SLD) supersede any prior SLDs. This SLD governs all executed contracts; and contracts to be entered into by my Organization and DCF on or after the SLD's effective date, which is the below date of the provider organization's signature. DCF determines 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: DCF

DATE:  09/16/2022

BY: 
TITLE:
(Type)

PROVIDER AGENCY: Exhale Women's Fellowship

DATE: 6/7/22

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

Please complete this form in its entirety

Incorporated Name of Applicant: EXHALE WOMEN'S FELLOWSHIP

Public

Enter X as appropriate

Private-for-Profit

Private-Non-Profit X

Federal ID No.: [REDACTED]
[REDACTED]

Charitable Registration No.: [REDACTED]

DUNS

(if applicable)

Applicant Mailing Address: [REDACTED]

Contact Person: [REDACTED]

Phone Number: [REDACTED]

Fax: _____

Email:

Title of RFP: American Rescue Plan Supplemental Funding for Domestic Violence Services

County to be Served: Burlington

Location of Service(s) to be provided (if known): _____

Total dollar amount requested: \$ 214,285.00

Funding Period: From January 2022 _____ to June, 2023

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

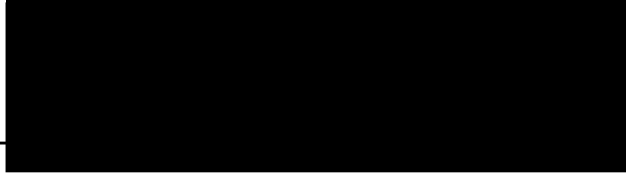
- 1) Alternative housing solutions for long-term stability -Housing and Economic Justice Advocacy
- 2) Economic and financial programming-Employment Counseling to assist in resume writing and interview techniques
- 5) Substance use and/or mental health concerns-Increase in Counseling services for survivors

Authorization

Chief Executive Officer



Signature: _____



Date: ___11/4/2021_____

CEO Email: _____



EXHALE WOMEN'S FELLOWSHIP

AMERICAN RESCUE PLAN FOR SUPPLEMENTAL FUNDING FOR DOMESTIC VIOLENCE SERVICES

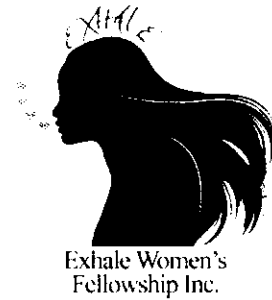


TABLE OF CONTENTS

Part I: Proposal

Proposal Cover Sheet

Table of Contents

3. Proposal Narrative Page 1

Part II: Appendices

4. Written Policies implementing trauma informed practices Page 1

5. Governing Body List Page 2

6. Current Agency Wide Organization Chart Page 3

7. Professional Letters of Support Page 4

8. Job Descriptions Page 7

9. Resumes of existing staff Page 27

10. Sample Staff Schedule for a month Page 34

11. Staffing Patterns Page 36

12. Safe Child Standards Page 37

13. Description of Program Space Page 38

14. Additional Photos of Program Space	Page 39
15. Summary of Evaluation Tools	Page 45
16. Signed Attestation Exhibit D	Page 46
17. Proposed Program Schedule	Page 48
18. Annex B Budget Form	Page 49
19. Conflict of Interest	Page 82
20. DCF Audit Information	Page 86
21. Data Universal Number System (DUNS)	Page 87
22. System for Award Management	Page 88
23. Consulting Contracts, Affiliation Agreements	Page 90
24. Business Associate Agreement (HIPAA)	Page 105
25. Affirmative Action Certificate	Page 115
26. Certificate of Incorporation	Page 116
28. Agency Bylaws	Page 119
29. IRS Determination Letter	Page 125
30. Disclosure of Investigations and Other Actions	Page 127
31. Disclosure of Investment Activities in Iran	Page 131
34. Certification Regarding Debarment	Page 132
35. Statement of Assurances	Page 133
36. Tax Forms	Page 135

EXHALE WOMEN'S FELLOWSHIP
AMERICAN RESCUE PLAN FOR SUPPLEMENTAL FUNDING FOR
DOMESTIC VIOLENCE SERVICES

NARRATIVE

I. ORGANIZATIONAL HISTORY AND CAPACITY

HISTORY

Exhale Women's Fellowship (Exhale) began in 2009 with a Valentine's Day event that encouraged women who had experienced a major loss in their lives. What began as a gathering for 16 women in 2009 is now an annual, free event accommodating over 200 women.

As the organization grew, its capacity to help women in more significant and tangible ways grew as well. In 2013, the agency incorporated and applied for its 501c3 status from the IRS. Exhale began assisting women through an emergency helpline, emergency shelter, financial assistance, mentoring and workforce development.

Exhale reached out to community partners to develop systems of collaboration, including an early partnership with Providence House Domestic Violence Services. An affiliation agreement was established and the organizations began to share resources. In addition to accepting each other's referrals, Providence House offered counseling to Exhale Women's Fellowship survivors, as Exhale offered workforce development classes to Providence House survivors.

Eventually, and especially during COVID-19, domestic violence has become the number one reason for calls to Exhale's helpline. Many survivors report that they cannot obtain domestic violence services through traditional sources. As such, Exhale assists survivors who have nowhere else to turn, especially those from marginalized communities who are not able to obtain services from traditional sources.

MISSION

Exhale Women's Fellowship's mission is to invite women regardless of age, race, creed, religion or economic status, to leverage resources and build a support system. Exhale supports women facing crisis and distress by empowering them to become self-sufficient and to realize their potential.

GOALS:

Exhale Women's Fellowship goal is to empower survivors to achieve safety and to establish self-sufficiency.

PROJECTS WITH GOVERNMENT ENTITIES

Exhale has been awarded Victim of Crime Act grants beginning in 2016. The organization has several volunteers with grant and fundraising expertise who work with staff to acquire additional financial and material resources to support Exhale's mission. Exhale has complied with all federal and state regulations for 501(c)(3) organizations, including compliance with program regulations and reporting requirements.

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

Exhale Women's Fellowship has provided people in crisis with trauma-informed emergency and follow-up services since 2009. When someone in crisis reaches out to Exhale, they are offered tangible emergency resources for safe housing and shelter, food, transportation, childcare and other essential support. Mentors and financial empowerment classes are available to all who are interested in this aspect of our program. In addition, they are connected with mental health or substance abuse services, as needed. Our services are survivor-centered, so we take the lead from those in crisis who are seeking services.

Exhale provided motel stays for survivors for up to 14 days before COVID-19, and then up to 21 days during the COVID-19 pandemic. However, we know that this is not enough time for survivors to seek, locate, and acquire permanent housing opportunities in the current pandemic economy. Exhale has received very strong support from the New Jersey Coalition to End Domestic Violence (NJCEDV). This agency has provided more resources, supportive services and technical assistance with emergency shelter for all Exhale survivors who need housing. Through NJCEDV's advocacy, Exhale was connected to the Division on Women and the Hotel Aggregator program, which has allowed us to connect survivors with safe emergency housing while they are working with us to secure permanent, safe housing. Most survivors are from marginalized and underserved communities in Burlington County as well as other counties in New Jersey.

To meet the mental health needs of survivors, Exhale Women's Fellowship has established a partnership with the Life Focus Center, a community organization offering individual counseling. We are eager to expand this partnership to ensure that we can connect survivors with trauma-informed mental-health support.

Exhale has engaged a consultant with workforce development expertise to offer one-on-one Employment Counseling to survivors. Through this funding, Exhale hopes to increase the number of survivors who have access to these services. Our plan is to offer a greater number of sessions to all survivors seeking employment support to empower them through a trauma-informed approach.

Here's just one example of how EWF works:

After calling several other agencies in Burlington County to no avail, "Jackie" reached out to Exhale Women's Fellowship in July of 2021. Her voice sounded weary and frightened because she had not yet been able to obtain services. Jackie became homeless due to domestic violence. She is an African American survivor who fled her home with her three children. Jackie called Exhale Women's Fellowship for help with emergency housing assistance. An intake for services was completed and shortly thereafter, Jackie and her children were placed in lodging.

With the collaborative assistance of NJCEDV, Exhale was able to place the survivor in a hotel that catered to Jackie's need for free high-speed internet so that the survivor could continue to work

remotely and homeschool her children. Exhale assisted with groceries, personal care items and other household items.

Exhale also provided Jackie with a mentor to help with her emotional needs, case management to help with community support, and a weekly domestic violence support group to assist with isolation and mental health stability. Exhale also partnered with a real estate agent to help find stable housing for Jackie and her children.

Due to the support and assistance of NJCEDV, the organization was able to renew motel stays until the survivor was ready to locate and acquire a permanent home. As of September 1, Jackie and her children have successfully transitioned from hotel placement to a new home. Jackie continues to participate in Exhale's weekly support groups and financial empowerment webinars and individual mentoring sessions. She has also taken advantage of the training at NJCEDV's Entrepreneurship Summit to get training for starting her online hair extension shipment business.

Exhale Women's Fellowship was there for this family when traditional agencies were not. If Exhale had not been in existence, the situation would have ended much differently, increasing the trauma that this survivor and her children had already suffered.

Exhale will continue to provide supportive help to Jackie and her family for as long as she needs it.

TRAUMA INFORMED PRACTICE

The requirements of this initiative will be met through Exhale Women's Fellowship's policies of implementing trauma informed practices. Compassion is foundational to the culture at Exhale. The practices of offering grace and understanding to all are basic principles. As such, being trauma informed and its principles are a priority for Exhale. We utilize the National Center on Domestic Violence, Trauma and Mental Health toolkit to assess our organization's policies and practices.

The organization will hire speaker(s) to teach the Board, staff and volunteers on the importance of understanding how survivors are traumatized and how such trauma affects them physically and psychologically. Trauma-informed practices will be learned to prevent re-traumatization and to build safety and trust with survivors. Collaboration and the ability to make choices will be used as tools to empower clients. Counseling will also be offered.

II. NEED AND IMPACT

Domestic Violence survivors are currently navigating a pandemic within a pandemic and the impact of domestic violence during COVID-19 has been exacerbated for African American survivors in New Jersey. Exhale Women's Fellowship is dedicated to providing culturally specific services and empowering the survivors in the community who have the greatest needs. According to 2020 data from the CDC, there are approximately 77,749 African Americans in Burlington County. We also know that of those African Americans, 1 in 4 women and 1 in 7 men will experience domestic violence in their lifetime. At Exhale Women's Fellowship, the safety of all survivors served is the number one priority. Exhale increased its supportive services through emergency housing, counseling, and financial empowerment to meet the comprehensive needs of survivors, especially, African American survivors who are often unserved or underserved because they are not able to access domestic violence services.

Exhale Women's Fellowship provides holistic services to domestic violence survivors. One area of service is emergency safe housing. The need for emergency housing for domestic violence survivors and their children has continued to rise. Housing and homelessness are primary concerns for women and children fleeing domestic violence.

Exhale Women's Fellowship has partnered with the New Jersey Division on Women (DOW) and the New Coalition to End Domestic Violence (NJCEDV) to provide emergency safe housing through hotel and motel placements for survivors and their children. Exhale Women's Fellowship has also been successful in building community partnerships to address food insecurities for the families being served. According to the Annual Domestic Violence Counts Report conducted by the National Network to End Domestic Violence (NNEDV), in just one day in September of 2020, 483 adults and children survivors of domestic violence sought housing from domestic violence providers in New Jersey. During that same day, there were 66 unmet requests for services including emergency shelter and housing.

Exhale currently is meeting the needs of 31 displaced women, of which 60% are African- American survivors of domestic violence. Although Exhale is physically located in Burlington County, we provide services to survivors in and from other counties. According to the New Jersey Point-In-Time Count (2020) there were 172 households without children in emergency placement, 127 households with children in emergency shelter placement in. The survey also found that 75.3% of the placements were females and 43.1% were African American women. While affordable housing in New Jersey remains a challenge for our survivors, Exhale is committed to working with any and all local and state agencies, including the Burlington County Board of Social Services, Burlington County Community Action Plan, and the Burlington County Housing Hub, to expand housing opportunities for survivors.

Because survivors are navigating complex situations and healing from trauma, it is crucial that Exhale support survivors with emotional and mental health resources. Exhale provides a weekly support group for survivors via a telehealth platform, survivor-centered case management, and housing advocacy services are offered to all the survivors. We have also partnered with community mental health providers, Life Focus Center and Stable Community Services of Burlington, to expand holistic services offered to survivors.

Exhale has provided economic empowerment sessions for survivors because 99% of survivors are impacted by financial abuse. According to the NNEDV, 73% of survivors cite financial insecurities as the reason for staying in abusive relationships. They also report that \$1,280 is the average amount stolen from individual survivors each month and \$15,936 is the average coerced or fraudulent debt a survivor is stuck with each year. Exhale facilitates two financial empowerment programs for survivors. These economic empowerment workshops include workforce development and education about budgeting, saving, restoring credit and goal setting for the future.

Exhale continues to address service gaps for African American survivors of domestic violence. The greatest needs continue to be emergency housing, affordable housing, and financial stability to be able to obtain and sustain safe, stable housing. Many survivors we serve are unemployed and seeking employment. Others are underemployed seeking higher wages or an additional job or business to meet their basic needs. Access to affordable childcare and financial resources for childcare are barriers to survivors being able to obtain and maintain employment. According to NJ.com, the median range monthly expense for a Burlington County resident with an infant is \$1,270 and \$1,120 for residents with toddlers. Survivors need flexible funding for childcare needs.

Some additional service gaps that exist for survivors also include employment and job training services so survivors can make livable wages to afford their basic needs. According to the National Low Income Housing Coalition, if a survivor is making a minimum wage of \$12 per hour, they would have to work 88 hours per week to afford a one-bedroom unit in New Jersey at Fair Market Rental Housing. Exhale has partnered with a group of African American women entrepreneurs who facilitate resume workshops and employment counseling for survivors. Exhale also collects employment leads from our community partners and shares this information with survivors to connect them with employment opportunities. In addition, Exhale provides resume writing workshops and interview readiness sessions in addition to providing survivors with clothing for interviews.

Another service gap faced by many survivors is the digital divide. African American survivors often do not have access to technology, such as cell phones with data, tablets, or laptops. Sometimes the survivors' technology is compromised because of domestic violence. Exhale partnered with the New Jersey Coalition to End Domestic Violence to provide smartphones and laptops to survivors to expand access to technology including affordable broadband services.

Exhale Women's Fellowship, Inc., is dedicated to empowering African American survivors and providing culturally specific education, resources, services, and supports necessary for survivors to live lives free of domestic violence. We are a community provider striving to support survivors from the African American community to not only survive but thrive.

GOVERNANCE STRUCTURE

Exhale Women's Fellowship is governed by an 11-member Board of Directors that is comprised of mostly African American women. Officers include Chairman of the Board, Vice Chairman of the Board, Secretary and Treasurer. Committee include Emergency Shelter, Emergency Assistance, Mentorship, Fundraising, Communications, Financial Empowerment and Membership Liaison. At present, Board Members do not have terms of service. However, this is being discussed as the Bylaws are in the Amendment process.

While the Board of Directors focuses on the organization's mission, strategy, and goals, administrative management uses a multi-dimensional approach to address needs of domestic violence survivors with services from staff and volunteers who are trauma informed.

BOARD OF DIRECTORS

Exhale Women's Fellowship's mission is to invite and support survivors regardless of 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 organization supports all survivors. Never has anyone been turned away because of any of these factors. Currently, the organization has a diverse group of survivors reflecting African American, Caucasian, and Hispanic cultures. However, 60% of its current survivors are African American. Black women are the most underserved by area agencies.

The organization's Board is comprised of mostly African American women. We have recruited two Caucasian women as Board members. They are also mental health experts. One of them recently resigned due to overwhelming COVID-19 demands on her professional career. To date, Exhale has recruited one Hispanic staff member as well as African American staff members. Recruiting and hiring practices will continue to prioritize diversity and cultural relevance that is reflective of the community.

The organization uses innovative thinking to achieve cultural sensitivity. For example, one session in the Workforce Development workshop is called Code-Switching, a communication skill that helps the survivor align language and social skills with the culture of the job interviewer. Our website, publications and office, visually promote diversity with images and content reflecting survivors from various ethnic background. Resources and services will continue to be provided in culturally sensitive and relevant ways.

III. PROGRAM APPROACH

DCF/DOW'S PRIORITIES AREAS FOR THIS FUNDING

1. Alternative housing solutions for long-term stability

For several years, Exhale has been providing emergency shelter through hotel placements to survivors in need of safe, emergency shelter. Currently, we are housing 18 survivors who are experiencing housing insecurity. They have been placed in area hotels with the support and assistance of the Division on Women and the New Jersey Coalition to End Domestic Violence. To date, Exhale has assisted four others in obtaining permanent housing this year. The organization has noticed a stark difference in this COVID-19 environment in the difficulty it takes for survivors to obtain safe, affordable housing. The real estate market is quite different, with the availability of affordable apartments has sharply compared with pre-COVID circumstances.

With the ARP funding, Exhale would increase its staff to include a Housing and Economic Justice advocate. This position is necessary to help survivors and their families locate and obtain safe and affordable housing by identifying and establishing relationships with community resources. This advocate will also assist clients in identifying employment opportunities and community programs that would support their ability to increase income.

2. Economic and financial programming

Exhale Women's Fellowship's mission is two-pronged. First, to help survivors in crisis, and second, to empower them to become self-sufficient.

To assist survivors in their ability to find jobs that pay livable wages, we will help to empower the survivor to become self-sufficient. With the ARP funding opportunity, Exhale will increase the number of sessions of individual employment counselling sessions we are able to deliver to survivors. The primary

focus of these sessions will be on resume writing and interviewing techniques. This effort will build on our existing financial empowerment work.

3. Substance Abuse and/or Mental Health Concerns

Most Domestic abuse survivors report that they suffer from some type of mental health concerns. Those most often identified are depression and anxiety but some say that they suffer from Post-Traumatic Stress Disorder. With DCF/DOW funds, Exhale Women's Fellowship will significantly increase the number of individual counseling sessions available for each survivor who desires them. We have partnered with a community mental health organization experienced in providing trauma-informed mental-health programming.

ACCESSIBILITY AND CULTURAL SENSITIVITY

Exhale Women's Fellowship is an organization whose mission is to assist all survivors regardless of age, race, creed, religion or economic status. However, it is a fact that most of the organization's clients are Black. Its Board of Directors and staff are mostly comprised of Black women who are faith-based. These women are sensitive to the cultural needs of Black survivors. Some Board members, staff and volunteers are survivors themselves. Therefore, Exhale Women's Fellowship works with an empathic heart of compassion, understanding that most survivors are underserved, having been declined services from the mainstream domestic violence and government providers. Many have been treated with what they perceived as cold and uncaring employees.

Most survivors are estranged from their families and have no support system. EWF's culture is to show warmth and concern for all domestic violence survivors. In addition to being Black, most volunteers and staff members are age 50 and above. They display motherly attributes that are appreciated by survivors we serve.

The organization shows cultural responsiveness to the African American diaspora through the demonstration of unconditional acceptance and concern that Black women and others crave. They understand the hesitancy to report domestic violence events to the police. They understand and respect the strength that Black women display. It is part of the culture to push forward even when things are not going well.

The organization's distributed food choices and personal care items are desired and needed by Black survivors. Quarterly, EWF holds a gathering which fosters healthy relationships for all survivors. EWF sponsored a picnic this summer. Its atmosphere featured music and dancing, primarily from the Black culture. The survivors enjoyed this gathering very much. This Fall, EWF will sponsor a Thanksgiving meal for the survivors that will feature many soul food dishes.

The organization will continue to increase awareness of its program to the Black community by making speaking engagement appearances at Black churches, sororities, and other community organizations.

We will expand our social media presence and expand our marketing by distributing brochures, pens and other items to bring attention to the needs of this underserved population.

COLLABORATIVE EFFORTS

Exhale Women's Fellowship will continue to work collaboratively with community partners to provide services to underserved populations. We will continue to work with Providence House Domestic Violence services. We will partner with Life Focus Center and Stable Community Services for the support and assistance of survivors dealing with substance abuse and mental health problems. We will continue to receive referrals for community service agencies and organizations and hold outreach events and activities with neighborhood leaders, churches and organizations to expand the reach of services to the Brazilian community in Riverside, as well as the African American population in Burlington County.

Exhale has established a relationship with the New Jersey Coalition to End Domestic Violence and has begun its membership application process. Exhale attends its Women of Color Task Force meetings, attends various Domestic Violence trainings and Housing and Economic Justice forums to gain information, increase resources and establish collaborative relationships.

OVERVIEW OF PROPOSED APPROACH

Exhale's proposed program approach is based on the National Center on Domestic Violence Trauma & Mental Health (NCDVTMH) toolkit to provide more accessible, culturally responsive and trauma-informed services (ACRTI) to survivors of Domestic Abuse. The core principles of this approach are physical and emotional safety, hope and resilience, relationship and connection and a survivor defined program approach which provides a welcoming environment, and includes and understanding of the range of experiences faced by survivors.

Many survivors have some form of disability. Most have varying degrees of mental health diagnoses. Some have physical disabilities. One current Domestic Violence survivor is a victim of gun violence who uses a wheelchair. She has been placed in a hotel room with accessible accommodation.

Exhale's services are fully accessible for survivors with physical and mental disabilities. Most group services are delivered virtually. When in-person events are held, ride-share services are provided for those who need them to the accessible administrative office building in Riverside, New Jersey.

Exhale's program is designed to inspire survivors to have hope and resilience. Survivors receive inspirational text messages daily. They are invited to participate in three virtual hope and resilience gatherings per week, a Bible Study facilitated by a senior citizen volunteer, a weekly Support Group run by a domestic violence professional with more than 14 years of experience and a Prayer Conference call facilitated by volunteers.

The impact of these inspirational programs is that survivors eagerly attend these virtual gatherings on a weekly basis. Many say that they enjoy these programs. All the inspirational programs are offered to survivors as a source of spiritual strength however, they are non-denominational and are not required of survivors.

Each survivor is assigned a mentor to foster relationship building skills. The impact of mentorship is that survivors readily and willingly participate in these nurturing relationships. They frequently express gratitude for this program.

Most Exhale survivors have estranged relationships with their family. They have been isolated from family and friends and frequently experience loneliness. Most mentors are age 50 and above, they display motherly attributes that seemed to be desperately needed by survivors. Currently, most encounters are done on the telephone because of COVID-19.

The program has a survivor-defined approach. While survivors are encouraged to participate in all programs that Exhale operates, they choose which programs they think will benefit them the most. The impact of participating in a survivor-defined approach, is empowerment to the survivors to know that they can make their own decisions and choose their own path. They eagerly participate in programs that they feel will help them the most.

These services will be specifically marketed to the underserved survivors, particularly African American survivors. EWF will engage other area Domestic Violence agencies, churches and community organizations through outreach events to bring awareness of Domestic Violence and to invite survivors from underserved populations to participate in its services particularly, the Workforce Development workshops. The organization will collaborate with other agencies in the sharing of the Financial Empowerment webinars.

Exhale's administrative office is located in an area with a very large Brazilian community. The organization already does community outreaches of clothing and food distribution on a quarterly basis. To expand our culturally responsive services, Exhale will also offer service programs with the Brazilian Community through the use of interpreter services while developing rapport with neighborhood leaders.

ACCESSIBILITY OF SERVICES

Exhale Women's Fellowship's Helpline operates between the hours of 9:00 a.m. to 5:30 from Monday through Friday. All Helpline workers are trained on the effects of trauma. If calls are received after hours, survivors receive a voicemail saying: "if in danger call 911 or if calling after hours and you need immediate assistance, please call the Domestic Violence Hotline at 1-800-572-SAFE (7233)". Twenty-four hour crisis support is available to current survivors when they are calling from a recognizable telephone number. All Helpline workers are trauma-informed and treat callers with compassion and courtesy.

Exhale Women's Fellowship's services are accessible to non-English speaking survivors through the services of Language Line Solutions. We are also accessible to Deaf and Hard of Hearing survivors through Video Relay Services and assistance from the Deaf Advocacy project of NJCEDV.

Exhale's program space is multi-dimensional and mostly includes virtual group meetings and hotel/motel stays due to Covid-19. If necessary, hotel rooms are accessible for physically disabled survivors.

Exhale Women's Fellowship's Administrative Office is located at [REDACTED]
[REDACTED] The River Line Transit System is within walking distance, less than two blocks away. The office is fully wheelchair accessible.

Survivors are invited to the Administrative Office for intake purposes and for gatherings. Food, household and personal care items are distributed from there. Those who do not have their own form of transportation have items delivered to their hotels by volunteers or are provided ride share services.

Exhale Women's Fellowship increases awareness of its services through community outreach events, word of mouth and social media.

CLIENT ELIGIBILITY REQUIREMENTS

REFERRAL PROCESS

The organization serves primarily Burlington County, New Jersey but frequently serves survivors from other counties and states. It accepts referrals from various Community service organizations, churches, from community members who are familiar with its services and from survivors themselves. Each survivor completes an application during a telephone or email question and answer session. Upon completion, a committee conference call takes place to determine eligibility.

(Exhale Women's Fellowship uses the following the adapted guidelines from New Jersey Coalition to End Domestic Violence (NJCEDV) to determine client eligibility. All efforts are made to "Screen-in" survivors.

1. The survivor describes domestic abuse events or situations related to power and control tactics
2. Survivors with substance abuse or mental health concerns are welcome and will be connected to appropriate additional services, as needed/requested.
3. Survivors may need shelter after time has elapsed since the last incidents of abuse, as safety concerns may exist over a long period of time.
4. Survivors who identify as male or non-binary receive the same or comparable accommodations as those who identify as female.
5. Burlington County residents and residents of other counties and states are welcome.
6. Safety planning will be done with survivors to determine safety of hotel locations.

CLIENT REJECTION AND TERMINATION

1. Clients will not obtain services if there is no evidence of power and control tactics used in description of situation
2. Client under the age of 18 will be referred to other agencies
3. Determination that accepting client would endanger self and/or others. Referrals will be made to other Domestic Violence programs, if deemed necessary.

MAINTAINING CONFIDENTIALITY OF RECORDS

Exhale Women’s Fellowship has subscribed to a database system called EmpowerDB to collect and maintain client information. This program features a unique method of storing each site's unique symmetric encryption key only on the computers that are approved to use the database.

The organization does not disclose, reveal, or release personally identifying information or individual information collected in connection with services requested, utilized, or denied.

Records are kept in a locked storage area within the office. When it is necessary to discard records, they are shredded.

Exhale Women’s Fellowship complies with all confidentiality requirements of the state and federal governments.

IV. Staffing and Personnel

The proposed service activities will be performed by 5 employees, 5 consultants and from a network of 30 volunteers.

Personnel	Position	Qualification and Skills
[REDACTED]	Coordinator of Domestic Violence Services	14 years of experience working in domestic violence services including working as a trauma informed education specialist and support group facilitator
[REDACTED]	Administrative Assistant	Ability to use office software for generating reports for Payroll and donor management, establishes excellent rapport with survivors
To Be Determined	Housing and Economic Justice Advocate	Housing and Economic Justice Advocate Energetic and innovative thinker, Ability to build strong relationships with keen awareness of available community resources
[REDACTED]	Executive Director	Visionary, strong leadership and compassion, developing finance knowledge, strong community representative for organization,

		collaborative, creative and trauma -informed
	Employment Counseling Consultant	Excellent communication skills, expertise in assisting people in developing skills for successful job search or career change
Life Focus Center	Pastoral Counseling	Compassionate, trauma-informed empathetic experts in assisting survivors reaching their ultimate goal of healing mind, body and spirit
Trauma Informed Volunteers	Volunteer Network	Compassionate, empathetic with willingness to participate in ongoing trauma informed domestic violence training

The program will recruit volunteers through word of mouth, appeals at virtual and in-person events and social media appeals. Volunteers will be used to:

1. Mentor survivors
2. Host relationship building groups and events
3. Deliver necessary items to survivors who do not have transportation
4. Increase community awareness and support of the program
5. Cover phones after hours and weekends

V. Program Implementation Schedule

Exhale Women’s Fellowship will execute the following program implementation schedule to meet the 30-day requirement for this RFP. For the first four weeks upon contract execution, Exhale will focus on getting the proposed programs running for its caseload of underserved survivors. The activities on the schedule will begin as soon as we are notified of the funding decision. For planning purposes, we will plan to begin January 1, 2022.

Of chief importance is ensuring that all personnel including Board Members, Staff, Volunteers and Consultants receive training on Trauma Informed practices. The training will most likely need to be offered in a virtual format due to COVID-19 social distancing concerns.

During that 30-day timeframe recruiting and hiring of the new Housing and Economic Advocate will take place and her scope of services will be planned with the Coordinator of Domestic Violence Services and Executive Director. Also, survivors who need Employment Counseling

and Counseling services will be identified, offered services and provided contact information. An Entrepreneurial Training workshop will be scheduled and offered to Survivors.

By the end of the 30-day timeframe, all programs should be fully engaging Exhale's survivors.

VI. Outcome and Evaluation

To measure the effectiveness of employment counseling the survivor will be asked questions at the close of each session.

Each survivor who desires it will receive up to 12 sessions of individual pastoral counseling. To measure the effectiveness of the counseling program, the survivor will be given a questionnaire when they are halfway through the total number of sessions.

To determine the effectiveness of Workshops, the survivor will be asked to complete a questionnaire.

VII. Leveraging and Sustainability

Exhale Women's Fellowship will sustain our work through a combination of government funding, foundation support and community based fundraising. For example, EWF has received ongoing funding for victim services from the Victim of Crime Act program administered by the NJ Office of the Attorney General since 2016. In addition, EWF received funding from the Allstate Foundation (through NJCEDV) for our financial empowerment work. The Ellis Family Foundation has provided ongoing support for Exhale Women's Fellowship since 2015.

ARP funding will substantially strengthen our program, allowing EWF to show other funders that our work is essential in supporting survivors – especially those from marginalized communities. We will leverage ARP and our ongoing funding to ensure sustainability.

Budget Narrative
January, 2022-December, 2022



Personnel

Executive Director [REDACTED] - The full-time Executive Director will provide visionary leadership and ensure the successful operation of all aspects of EWF's work. 82% of this position will be allocated to ARP funding (\$55,000).

Coordinator of Domestic Violence Services [REDACTED] - The full-time Coordinator of Domestic Violence Services manages the day to day direct services of the organization. 11% of this position will be allocated to ARP funding (\$5,000).

Administrative Assistant [REDACTED] - The part-time Administrative Assistant provides clerical, bookkeeping and reception support for the organization. 50% of this position will be allocated to ARP funding. (\$15,000).

Housing and Economic Justice Advocate (to be hired) - The part-time Housing and Economic Justice Advocate will work to support survivors find safe and affordable housing and employment by identifying and establishing relationships with community resources. 100% of this position will be allocated to ARP funding (\$15,000).

Fringe Benefits

EWF will allocate fringe benefit costs in the following categories to salaries charged on the grant:

Social Security	6.90%	in the amount of	\$10,971
Medicare	1.60%	in the amount of	\$2,544
NJ Unemployment	3.70%	in the amount of	\$5,883

Consultants

Employment consultant [REDACTED] experienced professional to work with individual survivors, providing support in their job search (30 hours@\$80.00)

Mental Health Counseling (Life Focus Center) - trauma-informed counseling services for survivors (360 hours total: @\$65, 30 survivors for 12 sessions)

Accounting fees [REDACTED] - monthly reports, budgets and modifications @\$300 per month.

Entrepreneurs Training [REDACTED] - workshop for survivors \$ 600 for session

Career Enrichment Training [REDACTED] workshop for survivors \$ 600 for session

Trauma-Informed Practice Training(tbd) \$ 1,200 for two sessions

Material and Supplies

Office supplies necessary for the operation of the program - including but not limited to toner, copier paper, pens, notebooks. (\$390 allocated to ARP)

Streamline training tables for volunteer trainings, meetings with survivors, events (2 ft by 4 ft) 4 tables @\$100 each (\$400 allocated to ARP)

White Board and electronics cart, microphone and speakers for trainings and group sessions (\$500 allocated to ARP)

Brochures, t-shirts, bags, pens, banners for outreach events in the community.(\$500 allocated to ARP)

Folding Chairs for volunteer training and survivor workshops (20 chairs at \$20 each) (\$400 allocated to ARP)

Facilities

Rent cost for domestic violence services program space -
EXPENDITURE COVERED BY OTHER FUNDING SOURCE

Utilities - electric and water for program space EXPENDITURE COVERED
BY OTHER FUNDING SOURCE

Website Hosting - costs associated with hosting and management of organization's website. ACTUAL COST \$ 360

Telephone and internet - cost of phone service for 2.5 program staff @ \$80/month ACTUAL COST \$ 2,400

Other Costs

Liability Insurance - costs associated with insuring the activities of the organization \$ 360

Language interpreting services - up to \$80/hour for interpreting, including ASL \$ 650

BUDGET NARRATIVE

January, 2023-June, 2023

Personnel

Executive Director [REDACTED] - The full-time Executive Director will provide visionary leadership and ensure the successful operation of all aspects of EWF's work. 82% of this position will be allocated to ARP funding (\$27,500).

Coordinator of Domestic Violence Services [REDACTED] - The full-time Coordinator of Domestic Violence Services manages the day to day direct services of the organization. 11% of this position will be allocated to ARP funding (\$2500).

Administrative Assistant [REDACTED] - The part-time Administrative Assistant provides clerical, bookkeeping and reception support for the organization. 50% of this position will be allocated to ARP funding. (\$7750).

Housing and Economic Justice Advocate (to be hired) - The part-time Housing and Economic Justice Advocate will work to support survivors find safe and affordable housing and employment by identifying and establishing relationships with community resources. 100% of this position will be allocated to ARP funding (\$7500).

Fringe Benefits

EWF will allocate fringe benefit costs in the following categories to salaries charged on the grant:

Social Security 6.90% in the amount of \$3122
Medicare 1.60% in the amount of \$724
NJ Unemployment 3.70% in the amount of \$1674

CONSULTANTS

Mental Health Counseling (Life Focus Center) - trauma-informed counseling services for survivors 10 hours total: @\$65 per hour; 92% of this service allocated to ARP grant \$600

Entrepreneurship Training [REDACTED] - workshop for survivors \$ 600 for session

Career Enrichment Training [REDACTED] workshop for survivors \$ 600 for session

Trauma-Informed Practice Training (tbd) \$ 1,200 for two sessions; 50% of this service allocated to ARP grant \$600

FACILITIES

Rent cost for domestic violence services program space - \$9600.
58% of rent to be allocated to ARP grant= \$5600

Utilities - electric and water for program space EXPENDITURE
COVERED BY OTHER FUNDING SOURCE

Website Hosting - costs associated with hosting and management of organization's website. EXPENDITURE COVERED BY OTHER FUNDING SOURCE

Telephone and internet - cost of phone service for 2.5 program staff @ \$80/month ACTUAL COST \$ 1200. 50% of cost to be allocated to ARP grant \$600

OTHER COSTS

Language interpreting services - for interpreting, including ASL
95% of services to be allocated to ARP grant \$190

November 15, 2021



TRAUMA INFORMED POLICY

Exhale Women's Fellowship (Exhale) is dedicated to assisting survivors of domestic violence by the adoption of trauma informed practices.

- Trauma Informed practices will be consistently used to attend to survivors' emotional as well as physical safety.
- Exhale will adopt practices that will demonstrate respect, compassion and empathy that empower the survivor to recover from traumatic events and to rebuild their lives.
- All survivors of Exhale will have access to advocacy services that are delivered in an inclusive, welcoming and non-retraumatizing environment.
- Exhale will ensure that every Board Member, Staff member, volunteer and consultant receive training on trauma-informed practices annually.

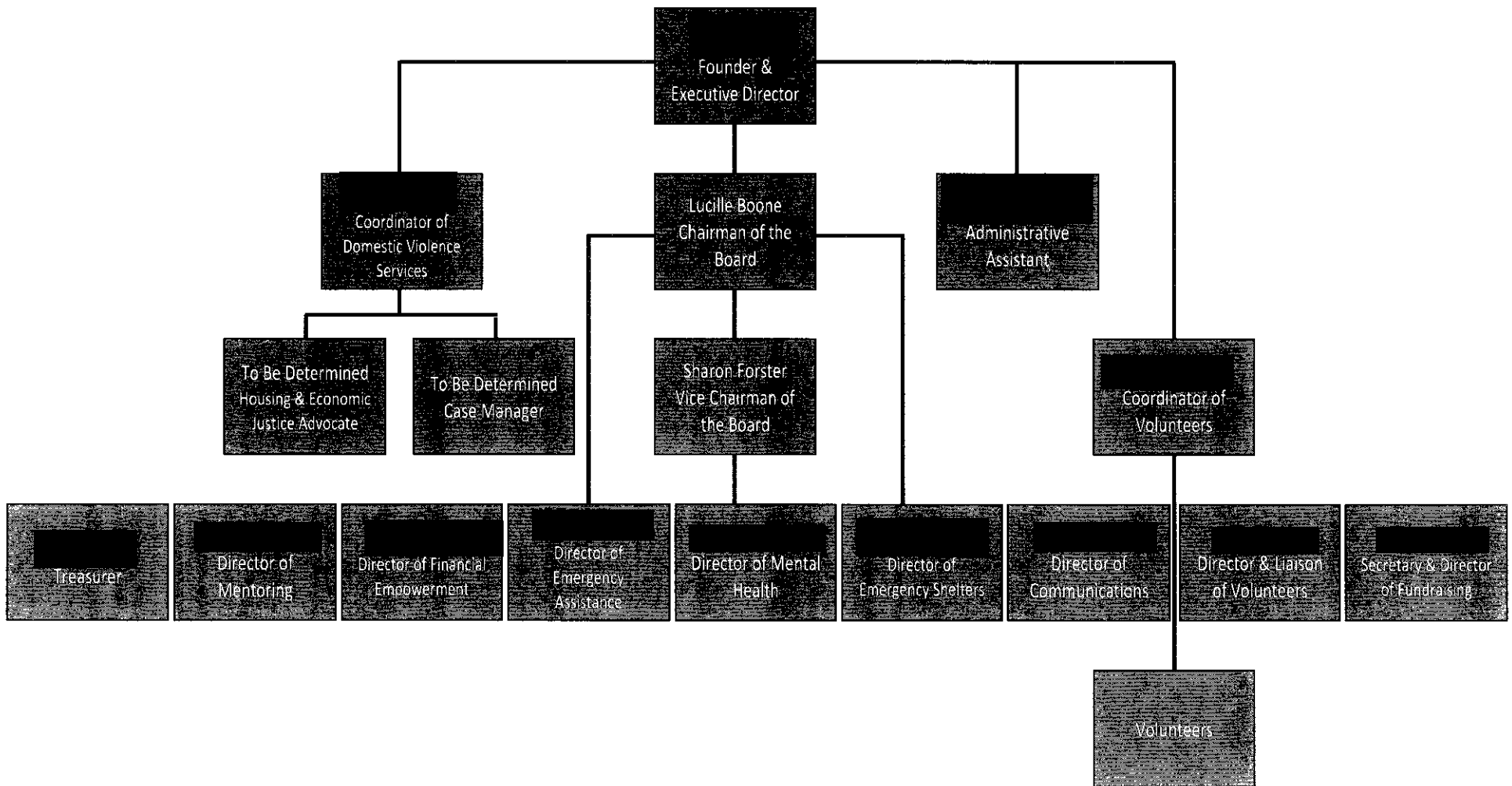
BOARD OF DIRECTORS TITLES - CONTACT INFORMATION

22-Oct-21

<u>NAME</u>	<u>DATE</u>	<u>TITLE</u>	<u>EMAIL</u>	<u>PHONE</u>	<u>ADDRESS</u>
[REDACTED]	(Incorporated September 2013)	Founder & Executive Director	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	(September 2013)	Chairman of the Board of Directors	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	(September 2013)	Vice Chairman of the Board of Directors	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	(September 2019)	Secretary- Director of Fundraiser	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	(September 2013)	Treasurer	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	(March 2015)	Director and Liaison of Volunteers	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	(September 2013)	Director of Mentoring	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	(January 2015)	Director of Financial Empowerment Program	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	(October 2015)	Director of Emergency Assistance	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	(September 2013)	Director of Mental Health	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	(October 2019)	Director of Emergency Shelter	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	(February 2021)	Director of Communications	[REDACTED]	[REDACTED]	[REDACTED]

EXHALE WOMEN'S FELLOWSHIP, INC.

ORGANIZATIONAL CHART





November 15, 2021

State of New Jersey
New Jersey Department of Children and Families
Division on Women
Trenton, NJ 08611

Re: Letter of Support for Exhale Women's Fellowship

Dear DCF/DOW Review Committee,

On behalf of the New Jersey Coalition to End Domestic Violence (NJCEDV), I am writing in support of Exhale Women's Fellowship in their application for American Rescue Plan (ARP) funding to serve survivors of domestic violence.

NJCEDV is a statewide coalition of 30 domestic violence programs whose purpose and mission is to end domestic violence in New Jersey. NJCEDV performs its work through advocacy for survivors of domestic violence; collaboration with state agencies and its member programs; education and training; and technical assistance for its members and the community.

Exhale Women's Fellowship is filling a critical need for trauma-informed services to survivors – especially those who are most marginalized. When other programs are unable to assist, Exhale steps in and meets each survivor where they are. Exhale provides valuable services, from emergency housing to mentoring and financial empowerment -- often to survivors who would otherwise not be served.

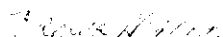
EWF's economic and financial programming, particularly job readiness, entrepreneurship support, and financial empowerment efforts are targeted to survivors from historically marginalized communities. NJCEDV awarded EWF a subcontract for their economic justice project in July and their work has been excellent. Additional support for this program will improve survivors' access to the resources they need to live independently.

As a Black-led organization serving the African American community in the greater Burlington County community and beyond, EWF works with faith-based and other community organizations to provide culturally responsive services. This funding will allow Exhale Women's Fellowship to increase support for substance use services and mental health counseling for survivors, strengthening existing partnerships with community mental health organizations.

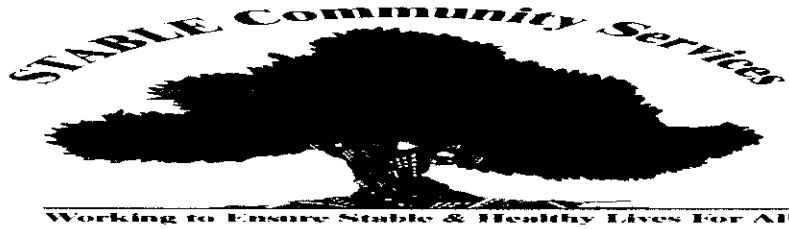
When NJCEDV refers survivors to Exhale Women's Fellowship, we are confident that they will be provided with the trauma-informed and survivor driven support and resources they need. EWF's Executive Director, Carol Clark, is a member of the Coalition's Women of Color Task Force and she and her team are active participants in our forums, especially the Housing and Economic Justice forums. We are grateful for the excellent services Exhale Women's Services provides to survivors of domestic violence.

If you have any questions, please feel free to contact me at pjacobs@njcedv.org or (609) 947-9656.

Sincerely,



Pamela Jacobs, JD
Executive Director



513 High Street, Burlington City, NJ 08016 (P) 609-386-0650 (F) 609-386-0652 (W)STABLEcommunityservices.org

November 10, 2021

To Whom It May Concern:

RE: Exhale Women's Fellowship

STABLE Community Services is non-profit social service agency striving to help individuals and families obtain stability and tranquility. We envision a society wherein all individuals and families live stable and healthy lives.

Our mission is to instill values, promote principles, and teach skills that lead individuals and families with minimal resources to obtain and maintain stable and healthy lives.

To fulfill our mission, we provide six areas of services: Skill Development, Transitional Housing, Addiction Services, Behavioral Health, Life Enrichment, and Educational Assistance.

We also offer a Holistic Treatment Model that offers an evidence-based treatment experience and four phases of treatment.

In addition to our treatment services, we also work very closely with programs like Exhale Women's Fellowship to assist women in the community in the need of resources, especially emergency housing.

We have found our work with agencies like Exhale Women's Fellowship to be essential to our efforts to fulfill our agency mission and vision, but also to help others, especially women in the overall community.

Exhale Women's Fellowship has been an excellent resource and fulfills an important component in our community.

Sincerely,

SDWaller

Stacey D. Waller
Executive Director



POSITION DESCRIPTION

Job Title: ACCOUNTANT
Consultant

ABOUT EXHALE WOMEN'S FELLOWSHIP

Exhale Women's Fellowship is a nonprofit organization that assists domestic violence survivors in obtaining physical and emotional safety. The goal of this trauma informed organization is to help survivors obtain self-sufficiency by offering support services. It partners with community resources to help survivors re-establish their lives. Most survivors are from marginalized communities who are underserved by mainstream agencies.

ACCOUNTANT

The Accountant will track income and expenses of the organization to generate reports

Within this context, major responsibilities include:

- . Working with the Executive Director and the Exhale Team

- Perform general bookkeeping and oversight, using QuickBooks Online,
- Record checks, credit and debit transactions from checking and credit card accounts.
- Perform monthly reconciliations of EWF accounts, including checking, credit card, asset, and liability accounts.
- Make adjusting entries as necessary to ensure that the books meet generally accepted accounting principles, including asset depreciation entries.
- Provide consultation, averaging 30 minutes per month, or as needed, to review financial position and compliance, and assist EWF in meeting generally accepted accounting and audit principles.
- Perform any other tasks and consulting that keep EWF compliant with federal, state, and local laws and tax codes,
- Provide support services

Experience and Qualifications

- 7 years experience in Certified Public Accounting
- Knowledge on accounting for nonprofit organizations
- Knowledge of QuickBooks Online
- Ability to provide instruction on financially sound business practices

- Excellent communication skills
- Excellent organization skills

Compensation:

\$300/per month

To apply: Email resume and cover letter to [REDACTED] at [REDACTED]

[REDACTED]



POSITION DESCRIPTION

Job Title: Administrative Assistant

Work Hours/Location: Part-time/ 30 hours per week usually Mon, Wed, Thurs, Fri from 10:00-5:30/Some remote work available at supervisor's discretion

ABOUT EXHALE WOMEN'S FELLOWSHIP

Exhale Women's Fellowship is a nonprofit organization that assists domestic violence survivors in obtaining physical and emotional safety. The goal of this trauma informed organization is to help survivors obtain self-sufficiency by offering support services. It partners with community resources to help survivors re-establish their lives. Most survivors are from marginalized communities who are underserved by mainstream agencies.

ADMINISTRATIVE ASSISTANT

The Administrative Assistant provides support to the Executive Director and other staff members.

Within this context, major responsibilities include:

- . Working with the Executive Director and the Exhale Team
- Greets and assists survivors who are visiting the office
- Uses software to track payroll, donor management and grant information
- Writes newsletter
- Performs intakes for survivors
- Maintains cleanliness of office

Experience and Qualifications

- 2 years experience
- Knowledge of office software programs
- Ability to engage with individuals and programs, knowledge of diverse communities
- Knowledge of effective trauma informed methods
- Excellent communication skills
- Excellent organization skills
- Commitment to and deep understanding of anti-oppression work;
- Knowledge about domestic violence and the impact of violence and trauma on survivors and their children;

- Understanding of the systemic nature of oppression, particularly the intersection of gender, race, and class;
- Deep understanding of the experiences of survivors and/or marginalized communities;
- Ability to engage in constructive self-care activities to manage secondary trauma.

Compensation:

\$15.50 per hour at \$30/week

To apply: Email resume and cover letter to [REDACTED] at

[REDACTED]



POSITION DESCRIPTION

Job Title: COORDINATOR OF DOMESTIC VIOLENCE SERVICES

Work Hours/Location: Part-time; 35 hours per week; usually Monday – Friday, 9:30-4:30 some remote work available, at Supervisor's discretion.

ABOUT EXHALE WOMEN'S FELLOWSHIP

Exhale Women's Fellowship is a nonprofit organization that assists domestic violence survivors in obtaining physical and emotional safety. The goal of this trauma informed organization is to help survivors obtain self-sufficiency by offering support services. It partners with community resources to help survivors re-establish their lives. Most survivors are from marginalized communities who are underserved by mainstream agencies.

COORDINATOR OF DOMESTIC VIOLENCE SERVICES

The Coordinator of Domestic Violence Services will support, provide and monitor daily domestic violence advocacy, programs and services.

Within this context, major responsibilities include:

Working with the Executive Director and Exhale Team:

- Provide safety planning education to survivors
- Place survivors in hotels
- Coordinate emergency services for critical needs such as food, transportation and childcare\
- Connect survivors to legal services
- Facilitate support groups and other meetings for domestic violence survivors
- Assist survivors in goal-setting activities.
- Provide access to community resources
- The advocate will perform routine follow-up contacts with survivors
- Submit ongoing written reports for each survivor
- Contribute to the social media posts, website, and other publications as requested.

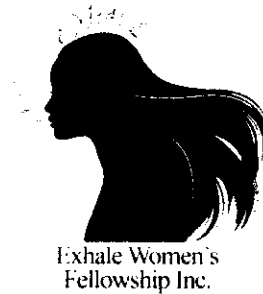
Experience and Qualifications

- At least 3 years of experience and/or education in domestic violence, violence against women, and social justice issues;
- Creativity, flexible thinking, problem solving;
- Ability to engage with individuals and programs, knowledge of diverse communities
- Excellent organizational skills;
- Ability to work collaboratively with internal and external groups;
- Commitment to and deep understanding of anti-oppression work;
- Knowledge about domestic violence and the impact of violence and trauma on survivors and their children;
- Understanding of the systemic nature of oppression, particularly the intersection of gender, race, and class;
- Deep understanding of the experiences of survivors and/or marginalized communities;
- Ability to engage in constructive self-care activities to manage secondary trauma.

Compensation:

Starting salary: Part time- \$50,000 per year/\$30 per hour

To apply: Email resume and cover letter to [REDACTED] at [REDACTED]



POSITION DESCRIPTION

Job Title: Counselor

Consultant: Part-time

ABOUT EXHALE WOMEN'S FELLOWSHIP

Exhale Women's Fellowship is a nonprofit organization that assists domestic violence survivors in obtaining physical and emotional safety. The goal of this trauma informed organization is to help survivors obtain self-sufficiency by offering support services. It partners with community resources to help survivors re-establish their lives. Most survivors are from marginalized communities who are underserved by mainstream agencies.

Counselor

The Counselor is a consultant who is a highly qualified individual who uses trauma informed counseling methods to help survivors to overcome mental and emotional issues.

Within this context, major responsibilities include:

Working with the Coordinator of Domestic Violence Services and the Exhale Team

- Using Empathic Listening skills
- Do Needs Assessment
- Develop Treatment plan
- Use trauma-informed counseling methods
- Submit midterm and final reports for each survivor

Experience and Qualifications

- At least 2 years of experience and/or education in domestic violence, violence against women, and social justice issues;
- Master's Degree in Counseling required
- Creativity, flexible thinking, problem solving;
- Ability to engage with individuals and programs, knowledge of diverse communities
- Excellent organizational skills;
- Knowledge of effective trauma informed counseling methods

- Commitment to and deep understanding of anti-oppression work;
- Knowledge about domestic violence and the impact of violence and trauma on survivors and their children;
- Understanding of the systemic nature of oppression, particularly the intersection of gender, race, and class;
- Deep understanding of the experiences of survivors and/or marginalized communities;
- Ability to engage in constructive self-care activities to manage secondary trauma.

Compensation:

\$65 per session for 12 sessions per clients at 30 survivors for up to 360 sessions

To apply: Email resume and cover letter to [REDACTED] at [REDACTED]



POSITION DESCRIPTION

Job Title: Employment Specialist

Consultant: Part-time

ABOUT EXHALE WOMEN'S FELLOWSHIP

Exhale Women's Fellowship is a nonprofit organization that assists domestic violence survivors in obtaining physical and emotional safety. The goal of this trauma informed organization is to help survivors obtain self-sufficiency by offering support services. It partners with community resources to help survivors re-establish their lives. Most survivors are from marginalized communities who are underserved by mainstream agencies.

Employment Specialist

The Employment Specialist assists individual survivors learning resume writing and job interviewing techniques

Within this context, major responsibilities include:

Working with the Coordinator of Domestic Violence Services and the Exhale Team

- Teach effective resume writing skills for today's market
- Teach Job Interview Skills with role playing opportunities
- Submit survivor evaluation of sessions
- Give presentation at Financial Empowerment conference

Experience and Qualifications

- At least 2 years of experience and/or education in domestic violence, violence against women, and social justice issues;
- Knowledge of effective resume writing techniques
- Knowledge of effective interviewing techniques
- Ability to engage with individuals and programs, knowledge of diverse communities
- Excellent organizational skills;
- Knowledge of effective trauma informed counseling methods
- Excellent Communicator
- Commitment to and deep understanding of anti-oppression work;

- Knowledge about domestic violence and the impact of violence and trauma on survivors and their children;
- Understanding of the systemic nature of oppression, particularly the intersection of gender, race, and class;
- Deep understanding of the experiences of survivors and/or marginalized communities;
- Ability to engage in constructive self-care activities to manage secondary trauma.

Compensation:

\$80 per hour for up to 30 individualized sessions

\$600 for one workshop presentation

To apply: Email resume and cover letter to [REDACTED] at [REDACTED]



POSITION DESCRIPTION

Job Title: Entrepreneurship Trainer
Consultant

ABOUT EXHALE WOMEN'S FELLOWSHIP

Exhale Women's Fellowship is a nonprofit organization that assists domestic violence survivors in obtaining physical and emotional safety. The goal of this trauma informed organization is to help survivors obtain self-sufficiency by offering support services. It partners with community resources to help survivors re-establish their lives. Most survivors are from marginalized communities who are underserved by mainstream agencies.

ENTREPRENURSHIP TRAINER

The entrepreneurship trainer presents workshops that provides instruction on how to start a new business with a trauma informed approach

Within this context, major responsibilities include:

Working with the Coordinator of Domestic Violence Services and the Exhale Team

- Give presentation at Financial Empowerment workshop
- Develop rapport with survivors who attend the workshop
- Teach how to define a "viable" business opportunity
- Teach the basics of legal aspects of starting a business
- Teach general business start-up information
- Submit survivor evaluation of session

Experience and Qualifications

- At least 2 years of experience as an entrepreneur
- Ability to engage with individuals and programs, knowledge of diverse communities
- Excellent organizational skills;
- Knowledge of effective trauma informed education methods
- Excellent Communication Skills
- Commitment to and deep understanding of anti-oppression work;
- Knowledge about domestic violence and the impact of violence and trauma on survivors and their children;

- Understanding of the systemic nature of oppression, particularly the intersection of gender, race, and class;
- Deep understanding of the experiences of survivors and/or marginalized communities;
- Ability to engage in constructive self-care activities to manage secondary trauma.

Compensation:

\$600 for one workshop presentation

To apply: Email resume and cover letter to [REDACTED] at [REDACTED]



POSITION DESCRIPTION

Job Title: Executive Director

Work Hours/Location: Full-time, 40 hours per week; usually Monday – Friday, 9:00-5:00 some remote work available at Board of Directors discretion

ABOUT EXHALE WOMEN'S FELLOWSHIP

Exhale Women's Fellowship is a nonprofit organization that assists domestic violence survivors in obtaining physical and emotional safety. The goal of this trauma informed organization is to help survivors obtain self-sufficiency by offering support services. It partners with community resources to help survivors re-establish their lives. Most survivors are from marginalized communities who are underserved by mainstream agencies.

EXECUTIVE DIRECTOR

The Executive Director or Chief Executive Officer is in charge of overseeing the organization's mission, vision and strategic plan.

Within this context, major responsibilities include:

Working with the Board of Directors and the Exhale Team

- Leads business decisions in organizational growth
- Responsible for planning, organization, and direction of the organization's operations and programs.
- Develops and implements consistent accounting policies, procedures, and operational reporting/metrics.
- Oversees and reports on the organization's results for board of directors.
- Prepares accurate and timely analyses that capture and communicate fundraising results.
- Provides leadership to and manages the efforts of site staff to ensure appropriate support of all departments.
- Coordinates and leads annual budget and tax reporting and monthly and quarterly reviews.
- Retains a diverse, highly qualified staff and volunteers by providing career coaching, growth, and personal development for workers.
- Ensures that services and funding relationships are robust enough to meet or exceed strategic goals and objectives.

- Contribute to the social media posts, website, and other publications as requested.

Experience and Qualifications

- At least 2 years of experience and/or education in domestic violence, violence against women, and social justice issues;
- Creativity, flexible thinking, problem solving;
- Ability to engage with individuals and programs, knowledge of diverse communities
- Excellent organizational skills;
- Excellent communication skills;
- Ability to work collaboratively with internal and external groups;
- Commitment to and deep understanding of anti-oppression work;
- Knowledge about domestic violence and the impact of violence and trauma on survivors and their children;
- Understanding of the systemic nature of oppression, particularly the intersection of gender, race, and class;
- Deep understanding of the experiences of survivors and/or marginalized communities;
- Ability to engage in constructive self-care activities to manage secondary trauma.

Compensation:

Starting salary: Full-time \$67,000

To apply: Email resume and cover letter to [REDACTED] at [REDACTED]



POSITION DESCRIPTION

Job Title: Housing and Economic Justice Advocate

Work Hours/Location: Part-time, 10 hours per week; usually Monday – Friday, 4:30-6:30 some remote work available, at Coordinator discretion.

ABOUT EXHALE WOMEN'S FELLOWSHIP

Exhale Women's Fellowship is a nonprofit organization that assists domestic violence survivors in obtaining physical and emotional safety. The goal of this trauma informed organization is to help survivors obtain self-sufficiency by offering support services. It partners with community resources to help survivors re-establish their lives. Most survivors are from marginalized communities who are underserved by mainstream agencies.

HOUSING AND ECONOMIC JUSTICE ADVOCATE

The Housing and Economic Justice Advocate will specialize assisting domestic violence survivors in obtaining affordable housing and employment opportunities that pay livable wages.

Within this context, major responsibilities include:

Working with the Coordinator of Domestic Violence Services and Employment Specialist

- Perform Needs Assessment for each client
- Assist survivors in goal-setting activities.
- Develop relationships with landlords and employers within the community.
- Connect the survivors with landlords and employers
- The advocate will perform routine follow-up contacts with survivors
- Submit ongoing written reports for each survivor
- Contribute to the social media posts, website, and other publications as requested.

Experience and Qualifications

- At least 3 years of experience and/or education in domestic violence, violence against women, and social justice issues;
- Creativity, flexible thinking, problem solving;

- Ability to engage with individuals and programs, knowledge of diverse communities
- Excellent organizational skills;
- Ability to work collaboratively with internal and external groups;
- Commitment to and deep understanding of anti-oppression work;
- Knowledge about domestic violence and the impact of violence and trauma on survivors and their children;
- Understanding of the systemic nature of oppression, particularly the intersection of gender, race, and class;
- Deep understanding of the experiences of survivors and/or marginalized communities;
- Ability to engage in constructive self-care activities to manage secondary trauma.

Compensation:

Starting salary: Part time- \$15,000 per year/\$30 per hour at 10 hours per week

To apply: Email resume and cover letter to [REDACTED] at [REDACTED]



POSITION DESCRIPTION

Job Title: Trauma Informed Practices Trainer

Consultant: Part-time

ABOUT EXHALE WOMEN'S FELLOWSHIP

Exhale Women's Fellowship is a nonprofit organization that assists domestic violence survivors in obtaining physical and emotional safety. The goal of this trauma informed organization is to help survivors obtain self-sufficiency by offering support services. It partners with community resources to help survivors re-establish their lives. Most survivors are from marginalized communities who are underserved by mainstream agencies.

TRAUMA INFORMED PRACTICES TRAINER

The Trauma Informed trainer presents 2 workshops to Board members, staff, volunteers and consultants on how to provide trauma informed services to domestic violence survivors

Within this context, major responsibilities include:

Working with the Coordinator of Domestic Violence Services and the Exhale Team

- Give presentation at Trauma Informed Practices workshop
- Develop rapport with survivors who attend the workshop
- Teach how to define the effects of trauma experienced by domestic violence survivors
- Teach best trauma informed practices
- Provide role playing opportunities
- Submit evaluation of session

Experience and Qualifications

- 2 years experience working in domestic violence field
- 40 Hours Domestic violence response training
- Ability to engage with individuals and programs, knowledge of diverse communities
- Excellent organizational skills;
- Knowledge of effective trauma informed education methods
- Excellent Communication Skills
- Commitment to and deep understanding of anti-oppression work;

- Knowledge about domestic violence and the impact of violence and trauma on survivors and their children;
- Understanding of the systemic nature of oppression, particularly the intersection of gender, race, and class;
- Deep understanding of the experiences of survivors and/or marginalized communities;
- Ability to engage in constructive self-care activities to manage secondary trauma.

Compensation:

\$600 per workshop presentation x 2 workshops = \$1200

To apply: Email resume and cover letter to [REDACTED] at [REDACTED]



POSITION DESCRIPTION

Job Title: Volunteer

Work Hours: Part-time

ABOUT EXHALE WOMEN'S FELLOWSHIP

Exhale Women's Fellowship is a nonprofit organization that assists domestic violence survivors in obtaining physical and emotional safety. The goal of this trauma informed organization is to help survivors obtain self-sufficiency by offering support services. It partners with community resources to help survivors re-establish their lives. Most survivors are from marginalized communities who are underserved by mainstream agencies.

VOLUNTEER

The Exhale Volunteer assists uses gifts, talents and skills to further the mission and goals of the organization

Within this context, major responsibilities include:

- . Working with the Volunteer Coordinator and the Exhale Team
- Mentors survivors
- Hosts relationship building events and activities
- Delivers food and other necessary items to survivors that do not have transportation
- Increases community awareness of program
- Covers phones after hours and weekends
- Hosts outreach events and activities
- Assists with fundraising events and activities
- Attend monthly meetings

Experience and Qualifications

- No experience necessary,
- Ability to engage with individuals and programs, knowledge of diverse communities
- Knowledge of effective trauma informed methods
- Excellent Communication Skills
- Commitment to and deep understanding of anti-oppression work;
- Knowledge about domestic violence and the impact of violence and trauma on survivors and their children;

- Understanding of the systemic nature of oppression, particularly the intersection of gender, race, and class;
- Deep understanding of the experiences of survivors and/or marginalized communities;
- Ability to engage in constructive self-care activities to manage secondary trauma.

Compensation:

No monetary compensation

To apply: Email resume and cover letter to [REDACTED] at [REDACTED]



Summary

Dedicated Executive Director experienced in developing and managing staff, budgets and programs to achieve results. Offering more than 12 years of experience at executive level. Applies skills in ministry, leadership, mentoring and training to motivate organization's members in meeting organizational mission and program goals. Successfully raises public awareness about community-based programs and services.

Skills

- Trauma-Informed
- Team leadership, training and development
- Compliance and regulations
- Talent management and staffing
- Communications strategy
- Budgeting and financial management

Experience

Exhale Women's Fellowship
Executive Director
01/2009 - Current

- Provides leadership and guidance for the organization.
- Responsible for managing staff, recruiting volunteer member network, increasing fundraising, implementing new programs and working with Board of Directors.
- Shared mission of organization with public through successful community outreach and marketing strategies.
- Planned and implemented strategies to increase funding through various approaches.
- Cultivated positive organizational image by developing partnerships with media, business and community groups.

Pemberton Board of Education |
 Pemberton, NJ
Retired Speech-Language Specialist
01/1998 - 06/2019

- Wrote and implemented individual treatment plans for students who have articulation and language disorders, enabling them to more fully access the general curriculum.
- Evaluated treatment goals and student progress on continuous basis.
- Rendered highest quality of care when interacting with students.

Black History Club Co
Advisor
01/2014 - 01/2019

- Supervised all events and activities of all club.

Mary Kay
Senior Sales Director
01/1992 - 09/2003

- Recruited, trained sales unit of over 100 consultants.
- Facilitated improvement in sales outcomes by holding performance evaluations to assess team members' strengths and weaknesses and counsel on improvement strategies.
- Improved training to reduce knowledge gaps and eliminate performance roadblocks.

Hamilton Square, NJ
Speech and Language Correctionist
09/1981 - 03/1992

- Evaluated treatment goals and student progress on continuous basis.
- Utilized appropriate testing and assessment protocols to evaluate students referred to program.
- Rendered highest quality of care when interacting with students.

Women's Conferences
Guest Speaker
01/1993 - Current

- Lectures groups, hosts informal gatherings and emcees events

Women's Bible Studies
01/1983 - Current

- Plans and leads Bible study meetings and facilitates group activities.

Education and Training

Kean University BA in Speech Correction and Teacher of the Deaf	June 1980
World Harvest Bible Training Center Pennsauken, NJ Bible Training Program	January 2001
Kean University Union, NJ Speech -Language Specialist in Speech-Language Pathology	February 2012
Providence House of Domestic Violence Services	August, 2020
National Community Crisis Response Team Training	January 2021

Activities and Honors

Spark to Inspire SHINE Award	2021
New Jersey State Federation of Colored Women's Clubs Outstanding Organization	2017
Phi Delta Kappa Mary McCleod Bethune Award	2017
Ree Wynn Foundation Humanitarian Award	2017
Zeta Phi Beta, Incorporated, Zeta Delta Zeta Chapter Community Service Award	2012

Affiliations

New Jersey Coalition to End Domestic Violence
Women of Color Task Force
Burlington County Continuum of Care



QUALIFICATIONS SUMMARY

- Experienced Domestic Violence Education Specialist for victims/survivors of Domestic Violence
- Crisis intervention for Domestic Violence survivors
- Professional, compassionate, trauma informed approach working with diverse communities and backgrounds
- Good organizational skills with attention to details and time restraints
- Excellent case management and problem solving skills
- Excellent communication skills

PROFESSIONAL EXPERIENCE

Exhale Women's Ministry, Inc. Riverside, NJ (5/2020-Present)

- Facilitator of a weekly support group for victims of Domestic Violence (Via Zoom)
- Provide consumer intakes for services
- Case Manager for Domestic Violence consumers
- Case Manager for the New Jersey Hotel Engine shelter/lodging services for agency

Support Specialist, Legacy Treatment Services Mt. Holly, NJ (08/2019-Present)

- Provide mental health services to adults with serious mental health illness in a residential setting
- Assesses and interprets data about consumer's status in order to identify and provide appropriate care.
- Maintains awareness of all safety procedures
- Demonstrates knowledge of the principles of growth and development appropriate to the consumer population served
- Understands medication procedures in order to observe and monitor consumer compliance with medications as prescribed
- Understands the use of Electronic Health Record (EHR) for progress notes and activities daily log (ADL)

Outreach Education Specialist, Providence House of Catholic Charities Westampton, NJ Worker (01/09 – 12/2018)

- Facilitate an eight week domestic violence psycho-education group on a weekly basis;
- Provided crisis intervention using trauma informed guidelines according to SAMHSA;
- Provided intakes for counseling services;
- Provided advocacy and case management services on behalf of clients to community partners;
- Participate in on-going supervision and case management planning of clients;
- Prepare curriculum and facilitate a quarterly workshop/group for friends and family who support victims/survivors;
- Facilitate community presentations and workshops on Providence House Domestic Violence Services;
- On call supervisor for Providence House Burlington County Safe House staff and clients;

- Facilitate community presentations and workshops on Providence House Domestic Violence Services;
- On call supervisor for Providence House Burlington County Safe House staff and clients;
- Provided weekly domestic violence education group sessions at county Safe House; and
- Execute clinical documentation and service/treatment plans and progress notes.

**Case Manager, PALS Program Providence House of Catholic Charities
Delran, NJ (9/07 – 01/09)**

- Provided case management for parents and children who have witnessed and experienced a domestic violence in their household;
- Work with clients to strengthen family functioning;
- Responsible for linking clients to available in-house and community resources;
- Scheduling services for children and families participating in program;
- Structure children's events and parent welcoming groups;
- Provide intakes and client orientation;
- Develop and implement treatment plans with parents;
- Provided advocacy as needed to community partners;
- Co-facilitated parenting group and
- Provided ongoing documentation, treatment plans and progress notes.

CHHA Bayada Nurses – Maple Shade, NJ (2002 – 2004)

- Administered direct home health care to clients who are homebound;
- Oversee individual care needs from care plan chart including; checking vitals (blood pressure, temperature, heart rate, medicine preparations, dressing changes, assist with bathing, wheelchair assistance, personal care needs (diaper changing, cooking, feeding, exercising (range of motion) and
- Provide comfort for client as needed;

Special Education Teacher Assistant, Willingboro Board of Education (1999 – 2002)

- Assist teacher with children with multi-handicap needs;
- Assist the teacher in teaching an educational curriculum including reading, math, and life skills;
- Teach personal hygiene care for age appropriateness;
- Daily activities also include attendance, record keeping and filing;

Customer Service Claims Representative Prudential Health Care Insurance (1996 – 1999)

- Duties include, answering telephones, reprocessing medical and dental claims, correspondence, mailings, typing, filing and research;
- Serve as liaison between patient, doctor's office and occasionally hospitals;

EDUCATION

1984 Piscataway High School, Piscataway, NJ	Diploma
1997 Willingboro Adult Night School, Willingboro, NJ	Office Systems Technology
2000 Willingboro Board of Education, Willingboro, NJ	Various Training Certificates
2002 Bayada Nurses, Maple Shade, New Jersey	Home Healthcare Aide Certification
2003 Providence House Domestic Violence Services	Certified Domestic Violence Responder
2016 Completed the Domestic Violence Leadership Academy, NJ Coalition to End DV, Trenton	

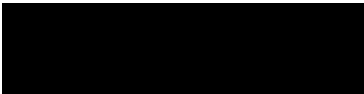
AFFILIATION

2007 to Present - Member of the Women of Color Task Force, NJ Coalition to End DV
 2009 to Present- Licensed Minister-Mercer County, New Jersey
 6/2014-6/2018- Served as Co-Chair of the Women of Color Task Force for NJ Coalition to End DV
 2015 to Present- Advisory Board Member for Exhale Women's Fellowship Ministry

6/2016-6/2018- Served as a Board of Trustee member for the NJ Coalition to End Domestic Violence

HONORS / AWARDS / RECOGNITIONS

- 2013- Recognition Award for 10 years of dedicated Services Domestic Violence Response Team;
- 2018- Woman of Excellence Award 2018; and
- 2018- Women of Excellence Award for community service.



OBJECTIVE:

An organization seeking a candidate with the ability to make decisions on administrative tasking functions by communicating effectively, organizing work flow and being a team player.

EXPERIENCE:

A.C Moore Arts & Crafts - Berlin NJ
Receptionist – Administrator

May 2008 - March 2009

Utilized customer service skills to answer inbound calls. • Scheduled meetings using Microsoft Office Outlook. • Other duties included; greeted clients, sorted mail for each department. Disbursement of petty cash to pay for deliveries.

Lions Gate - Voorhees, NJ
Concierge

September 2007 - May 2008

Directed calls to the appropriate departments • Greeted visitors • Assisted the residents with activities • Received packages and distributed mail to the resident's mailboxes • Performed additional clerical duties as assigned.

Title Research Group (TRG) - Mt. Laurel, NJ
Title Research Coordinator

May 2006 - January 2007

Assisted homeowners with the relocation process. • Other duties included; Prepared title work by pulling from loan origination file and mailed package to the borrower. • Placed followed-up call to verify that package was received and sent back in a timely manner.

Fiserv Securities, Inc./Fidelity Investments
Philadelphia, PA
Receptionist-Administrator

Mar. 2000 – December 2005

Fielded all incoming calls through the switchboard and made appropriate decisions in forwarding or assisting the caller. • Screened calls when necessary. • Greeted/Welcomed visitors and applicants. • Performed fingerprinting as specified by law enforcement standards.

Cendant Mortgage - Mt. Laurel, NJ
Customer Service Representative III

April 1997 - December 1999

Provided assistance to Senior Representative on Task and Assist Line duties. • Served as Backup for Customer Service Associates during heavy call volume. • Mentored new hires.

January 2022

Highlights for January

1st Happy New Year

MON	TUE	WED	THU	ERI	SAT	SUN
-----	-----	-----	-----	-----	-----	-----



EXHALE WOMEN'S FELLOWSHIP'S STAFF SCHEDULE

PHONE COVERAGE

VOLUNTEERS
5:00-11:00 P.M. on Weeknights and Weekends Shifts

EXECUTIVE DIRECTOR
WEEKS 1 and 3
DVS COORDINATOR
WEEKS 2 and 4
Overnight Phone Coverage for Survivors
11:00 P.M.-9:00 A.M.



1 2
Happy New Year

3
ED 9:00-5:00
Admin 10:00-5:30
DVS Coordinator - 9:30-4:30
Case Mgr 4:30—6:30
H&EJ Advocate 4:30-6:30

4
ED 9:00-5:00
DVS Coordinator - 9:30-4:30
Case Mgr 4:30—6:30
H&EJ Advocate 4:30-6:30

5
ED 9:00-5:00
Admin 10:00- 5:30
DVS Coordinator - 9:30-4:30
Case Mgr 4:30—6:30
H&EJ Advocate 4:30-6:30

6
ED 9:00-5:00
Admin 10:00-5:30
DVS Coordinator - 9:30-4:30
Case Mgr 4:30—6:30
H&EJ Advocate 4:30-6:30
Vol Coordinator 5:30-7:30 pm

ED 9:00-3:30
Admin 10:00-5:30
DVS Coordinator - 9:30-4:30
Case Mgr 4:30—6:30
H&EJ Advocate 4:30-6:30

8 9
15 16

10
ED 9:00-5:00
Admin 10:00-5:30
DVS Coordinator - 9:30-4:30
Case Mgr 4:30—6:30
H&EJ Advocate 4:30-6:30

11
ED 9:00-5:00
DVS Coordinator - 9:30-4:30
Case Mgr 4:30—6:30
H&EJ Advocate 4:30-6:30

12
ED 9:00-5:00
Admin 10:00- 5:30
DVS Coordinator - 9:30-4:30
Case Mgr 4:30—6:30
H&EJ Advocate 4:30-6:30

13
ED 9:00-5:00
Admin 10:00- 5:30
DVS Coordinator - 9:30-4:30
Case Mgr 4:30—6:30
H&EJ Advocate 4:30-6:30

14
ED 9:00-3:30
Admin 10:00-5:30
DVS Coordinator - 9:30-4:30
Case Mgr 4:30—6:30
H&EJ Advocate 4:30-6:30

Vol Coordinator
5:30-7:30 pm

19	18	19	20	21	22	23
Martin Luther King Day	ED 9:00-5:00 DVS Coordinator - 9:30-4:30 Case Mgr 4:30—6:30 H&EJ Advocate 4:30-6:30	ED 9:00-5:00 Admin 11:30-5:30 DVS Coordinator - 9:30-5:30 Case Mgr 4:30—6:30 H&EJ Advocate 4:30-6:30	ED 9:00-5:00 Admin 10:00- 5:30 DVS Coordinator - 9:30-4:30 Case Mgr 4:30—6:30 H&EJ Advocate 4:30-6:30	ED 9:00-3:30 Admin 10:00-5;30 DVS Coordinator - 9:30-4:30 Case Mgr 4:30—6:30 H&EJ Advocate 4:30-6:30	Volunteer Coordinator 11:00-3:00pm for Volunteer Meeting	
24	25	26	27	28	29	30
ED 9:00-5:00 Admin 10:00-5:30 DVS Coordinator - 9:30-4:30 Case Mgr 4:30—6:30 H&EJ Advocate 4:30-6:30	ED 9:00-5:00 DVS Coordinator - 9:30-4:30 Case Mgr 4:30—6:30 H&EJ Advocate 4:30-6:30	ED 9:00-5:00 Admin 10:30-6:00 DVS Coordinator - 9:30-5:30 Case Mgr 4:30—6:30 H&EJ Advocate 4:30-6:30	ED 9:00-5:00 Admin 10:00- 5:30 DVS Coordinator - 9:30-4:30 Case Mgr 4:30—6:30 H&EJ Advocate 4:30-6:30 Vol Coordinator 5:30-7:30 pm	ED 9:00-3:30 Admin 10:00-5;30 DVS Coordinator - 9:30-4:30 Case Mgr 4:30—6:30 H&EJ Advocate 4:30-6:30		
31						



STAFFING PATTERNS

Exhale Women's Fellowship's Board is comprised of mostly African American women. It has recruited 2 Caucasian women as Board members who are mental health experts. One of them recently resigned due to overwhelming COVID-19 demands on her professional career. To date, Exhale has recruited 1 Hispanic staff member and African American staff members. Recruiting and hiring practices will continue to include diversity and cultural relevance that is reflective of its clientele.

Exhale Women's Fellowship is an equal opportunity employer.

Exhale Women's Fellowship Sexual Abuse Safe-Child Standards

Exhale Women's Fellowship (EWF) is committed to protecting children and youth from the risk of child sexual abuse while they are under the care or supervision of the organization's employees or volunteers. We have outlined a series of policies and procedures to protect children from the risk of sexual abuse:

1. Exhale Women's Fellowship will create and post a clear child – safe policy, signed by all staff and volunteers. Staff will receive training on this issue, the organization's policy, and on reporting requirements.
2. Exhale Women's Fellowship will review existing policies and practices and develop new child safe strategies, as needed. The organization will ensure compliance with the standards.
3. Exhale Women's Fellowship will develop codes of conduct for adults and children, including statements about the responsibility of adults and children and how to treat one another with respect, dignity, sensitivity and fairness.
4. All necessary steps to recruit and hire suitable employees and volunteers will be taken, including a criminal history report, when required.
5. Staff and volunteers will receive training about the risk of child sexual abuse and how to maintain a child-safe environment. Performance development will be a continuing process.
6. All employees and volunteers will be aware of their responsibility of reporting requirement of child sexual abuse. They will be able to identify and respond to children at risk of harm.

November 2021



PROGRAM SPACE

Exhale Women's Fellowship's Administrative Office is located at [REDACTED]

Foyer for Welcoming Survivors and Visitors

Multi-functional Space= ED Office, Meeting Room and Workshop

Bathroom

Administrative Assistant's Office

Kitchen



Exhale Women's Fellowship

When this 677
packages to C
Scott Street
Phila 19122

Summary of Evaluation Tools

For Data Collection, the organization has recently adopted the Empower DB system to relevant data. Fully customizable, all database pages will be programmed to generate VOCA reports.

The organization reports its financial information on a quarterly basis with substantive documentation in a timely fashion. Its participation in OVC's Performance Measurement Tool report is timely as well.

Three research-based phases of the Evaluation Plan are framed in effective strategies by Exhale

Women's Fellowship:

Formative Evaluation: The primary goal is to measure participants responses and add information and input to the effectiveness and efficiency of the program services related to their specific needs and to the needs of the general population. Methods: Semi-structured interviews and observations. This phase is on-going and used to make changes to the overall operation of the program.

Intervention Phase: This phase facilitates useful information in addressing problem, barriers or issues that could not be foreseen during program planning and development phases which could potentially hinder the success of participants and program efficiency and effectiveness. Methods: Observation, informal feedback, feedback forms, surveys, and interviews, comments and staff feedback.

Summative Phase: The goal is to evaluate the program's impact at the completion of the funding period. This phase documents the number participants and feedback related to knowledge gained and resources accessed by participants in reaching their individual goals and attaining program goals. The results of the summative goal will be used to improve the overall operation of the program and the extent to which the intended support has occurred together with client satisfaction. This phase serves to formulate reports to the stakeholders, board committees and the general public. It enables starting points for future programming, identifies problems and strategies for developments and enhancements. Methods: Observations, surveys, interviews, and staff feedback.

Monthly level of service reports will be submitted.

Non-identifying client information will be submitted.

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:

 X (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**

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

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

B. A notice:

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

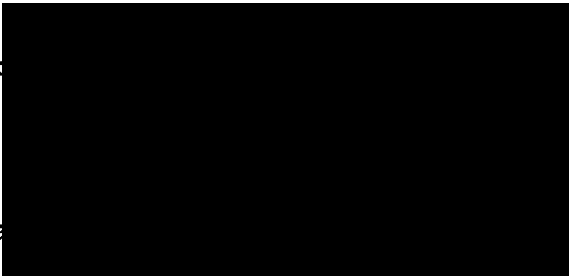
- (1) a labor harmony agreement with the labor organization; or
- (2) an agreement or binding obligation to be maintained through the term of the contract that provides a commitment comparable to a labor harmony agreement, as defined in section 4 of P.L.2021, c.1 (C.30:1-1.2c); **and**

C. A COVID-19 health and safety commitment:

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

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

Signature:



Date: 11/15/21

Printed Name:

Title: Executive Director

Organization Name: Exhale Women's Fellowship

Exhale Women's Fellowship

American Rescue Plan for Supplemental Funding for Domestic Violence Services

Program Implementation Schedule

- Jan 3:** Will identify and contract speaker for virtual Trauma Informed Practices (TIP) Workshop
- Will recruit Housing and Economic Justice Advocate
 - Will schedule date for Entrepreneurship Workshop
 - Will schedule dates for virtual TIP Workshop
 - Will invite Board Members, Staff Members, Volunteers and Consultants to TIP Workshop
- Jan 10:** Will interview and hire Housing and Economic Justice Advocate
- Will establish invoicing and payment procedures with consultants
 - Will identify and choose a volunteer virtual Director; will discuss TIP workshop details
 - Will identify Survivors in need of Employment Counseling
 - Will identify Survivors in need of Counseling
 - Will identify Survivors interested of Entrepreneurship
- Jan 17:** Will host a virtual TIP Workshop
- Will plan services of Housing and Economic Justice Advocate with Coordinator of Domestic Violence Services and Executive Director
 - Will offer Employment Counseling Services to identified clients providing them contact information of providers
 - Will offer Counseling services to identified clients providing them contact information of providers
- Jan 24:** Will offer Housing and Economic Justice services to Survivors
- Will begin Employment Counseling and Counseling programs
 - Will notify Survivors of upcoming Entrepreneurship Workshop

**Conflict of Interest Policy
Exhale Women's Fellowship, Inc.**

Adopted by the Board of Directors on _____

I. Overview

1. Purpose

The purpose of this Conflict of Interest Policy (the "policy") is to protect Exhale Women's Fellowship Inc.'s (Exhale) interests when it is considering taking an action or entering into a transaction that might benefit the private interests of a director, officer, volunteer members, or other key person, result in the payment of excessive compensation to a director, officer, volunteer members, or other key person; or otherwise violate state and federal laws governing conflicts of interest applicable to nonprofit, charitable organizations.

As a nonprofit, charitable organization, Exhale is accountable to both government agencies, grantors, donors, and members of the public for responsible and proper use of its resources. Directors, officers, and employees have a duty to act in Exhale's best interests and may not use their positions for their own financial or personal benefit.

Conflicts of interest must be taken very seriously since they can damage Exhale's reputation and expose both the organization and affiliated individuals to legal liability if not handled appropriately. Even the appearance of a conflict of interest should be avoided, as it could undermine public support for Exhale.

2. Applicability

This policy applies to all directors, officers, volunteer members, and other key persons.

II. Identifying Conflicts of Interest

1. Conflict of Interest Defined

A potential conflict of interest arises when a director, officer, volunteer member, or other key person, or that person's relative or business (a) stands to gain a financial benefit from an action Exhale takes or a transaction into which Exhale enters; or (b) has another interest that impairs, or could be seen to impair, the independence or objectivity of the director, officer, volunteer member or other key person in discharging their duties to Exhale.

2. Examples of Conflicts of Interest

It is impossible to list all the possible circumstances that could present conflicts of interest. Potential conflicts of interest include situations in which a director, officer, volunteer member or other key person or that person's relative or business:

- has an ownership or investment interest in any third party that Exhale deals with or is considering dealing with;
- serves on the board of, participates in the management of, or is otherwise employed by or volunteers with any third party that the Exhale deals with or is considering dealing with;
- receives or may receive compensation or other benefits in connection with a transaction into which Exhale enters;
- receives or may receive personal gifts or loans from third parties dealing with Exhale;

- serves on the board of directors of another nonprofit organization that is competing with the Exhale for a grant or contract;
 - has a close personal or business relationship with a participant in a transaction being considered by Exhale;
 - would like to pursue a transaction being considered by Exhale for their personal benefit.
3. In situations where a director, officer, volunteer members, or other key person is uncertain, he or she should err on the side of caution and disclose the potential conflict as set forth in Section III of this policy.
 4. A potential conflict is not necessarily a conflict of interest. A person has a conflict of interest only if the Executive Committee decides, pursuant to Section IV of this policy, that a conflict of interest exists.

III. Disclosing Potential Conflicts of Interest

1. A director, officer, volunteer members, or other key person must disclose to the best of your knowledge all potential conflicts of interest as soon as he or she becomes aware of them and always before any actions involving the potential conflict are taken. Submit a signed, written statement disclosing all the material facts to the audit committee.
2. A director, officer, volunteer members, or other key person must file an annual disclosure statement in the form attached to this policy. A director must also file this statement with the Executive Committee prior to his or her initial election.

IV. Determining Whether a Conflict of Interest Exists

1. After there has been disclosure of a potential conflict and after gathering any relevant information from the concerned director, officer, volunteer member or other key person, the Executive Committee shall determine whether there is a conflict of interest. The director, officer, volunteer member or other key person shall not be present for deliberation or vote on the matter and must not attempt to influence improperly the determination of whether a conflict of interest exists.
2. In determining whether a conflict of interest exists, the Executive Committee shall consider whether the potential conflict of interest would cause a transaction entered into by Exhale to raise questions of bias, inappropriate use of Exhale's assets, or any other impropriety.
3. A conflict always exists in the case of a related party transaction – a transaction, agreement, or other arrangement in which a related party has a financial interest and in which Exhale or any affiliate of the Exhale is a participant.
4. If the audit committee determines that there is a conflict of interest, it shall refer the matter to the Board of Directors ("Board").

V. Procedures for Addressing a Conflict of Interest

1. When a matter involving a conflict of interest comes before the board, the board may seek

information from the director, officer, volunteer member or other key person with the conflict prior to beginning deliberation and reaching a decision on the matter. However, a conflicted person shall not be present during the discussion or vote on the matter and must not attempt to influence improperly the deliberation or vote.

2. Additional Procedures for Addressing Related Party Transactions

- a. Exhale may not enter into a related party transaction unless, after good faith disclosure of the material facts by the director, officer, volunteer member or key person, the Board determines that the transaction is fair, reasonable and in the Exhale's best interest at the time of such determination.
- b. If the related party has a substantial financial interest, the Executive Committee shall:
 - i. prior to entering into the transaction, consider alternative transactions to the extent available;
 - ii. approve the transaction by a vote of not less than a majority of the directors present at the meeting; and
 - iii. contemporaneously document in writing the basis for its approval, including its consideration of any alternative transactions.

VI. Minutes and Documentation

The minutes of any board meeting at which a matter involving a conflict of interest or potential conflict of interest was discussed or voted upon shall include:

- a. the name of the interested party and the nature of the interest;
- b. the decision as to whether the interest presented a conflict of interest;
- c. any alternatives to a proposed contract or transaction considered by the Board; and
- d. if the transaction was approved, the basis for the approval.

VII. Prohibited Acts

Exhale shall not make a loan to any director or officer.

VIII. Procedures for Determining Compensation

1. No person shall be present for or participate in Board or Committee discussion or vote pertaining to:
 - a. their own compensation;
 - b. the compensation of their relative;
 - c. the compensation of any person who is in a position to direct or control them in an employment relationship;

- d. the compensation of any person who is in a position to directly affect their financial interests; or
 - e. any other compensation decision from which the person stands to benefit.
2. In the case of compensation of key persons, the following additional procedures apply:
- a. The Board shall approve compensation before it is paid.
 - b. The Board shall base approval of compensation on appropriate data, including compensation paid by three comparable organizations (for functionally similar positions, availability of similar services in the geographic area of the organization, and compensation surveys compiled by independent firms.
 - c. The Board shall contemporaneously document:
 - i. the terms of compensation and date of determination;
 - ii. the members of the board or committee who were present and those who voted for it;
 - iii. the comparability data relied on and how it was obtained;
 - iv. if the compensation is higher or lower than the range of comparable data, the basis for the determination, and;
 - v. any actions with respect to consideration of the compensation by anyone on the board or committee who had a conflict of interest with respect to the matter.



Business & Financial Solutions

5100 Buckeystown Pike Suite 250 Frederick, MD 21704

(240) 297-1055
Fax: (240) 297-1055

November 3, 2021

To: [REDACTED]
Exhale Women's Fellowship, Inc

VIA: EMAIL

Dear [REDACTED]

This letter will confirm our understanding regarding the terms and objectives of our engagement and the nature and limitations of services, for which Business & Financial Solutions (BFS) will provide for Exhale Women's Fellowship, Inc (EWF).

In the **scope of work** to be performed, BFS will:

1. Perform general bookkeeping and oversight, using QuickBooks Online, while EWF will be responsible for the day-to-day invoicing and writing of checks.
2. Record checks, credit and debit transactions from checking and credit card accounts. Perform monthly reconciliations of EWF accounts, including checking, credit card, asset, and liability accounts, where EWF will provide bank and credit card statements, canceled checks and other required information for BFS to perform its review, enter missing transactions and reconcile accounts.
3. Make adjusting entries as necessary to ensure that the books meet generally accepted accounting principles, including asset depreciation entries.
4. Provide consultation, averaging 30 minutes per month, or as needed, to review financial position and compliance, and assist EWF in meeting generally accepted accounting and audit principles. BFS may perform any other tasks and consulting that keep EWF compliant with federal, state, and local laws and tax codes, or provide support services at rates of \$90.00 to \$350.00 per hour, depending upon the level of services required.
5. BFS reserves the right to increase fees to EWF where workload hours may increase, or where there is a change in the scope of work. BFS will provide EWF advance notice in changes to the fee schedule, because of changes to the scope of work. BFS may provide additional pro bono hours at its discretion.

BFS' Fee schedule monthly services:

BFS will invoice at a flat rate of \$375.00 per month, which will become due from EWF at the beginning of each billing month. The billing month will be set as the date of signing for the engagement. NOTE: It is assumed that your accounting services are up to date through present. Quoted fees do not include any catchup work from prior months.

BFS will increase fees from \$375.00 to 675.00, contingent upon the award of the American Rescue Plan for Supplemental Domestic Violence Services grant.

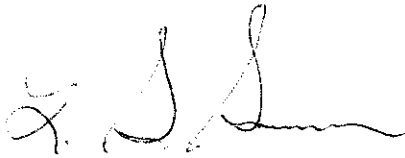
The scope of work and fees is contained herein, and does not include additional services, except where BFS may elect to provide additional pro bono hours as needed for consultation or services

These terms and fees for services are based on acceptance of the agreement in its entirety. The terms of the fee schedule for this engagement may expire 45 days from the date this letter is issued. Fees may be subject to change thereafter.

We appreciate the opportunity to be of service to you. We believe that this letter accurately summarizes the significant terms of our engagement.

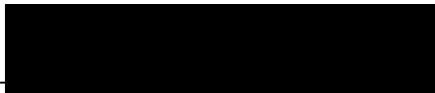
If you have any questions, please contact me. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy, and return it to us.

With kind regards,



Larry Simmons
President & CEO
Business & Financial Solutions

Acknowledged:



Authorized Officer of Exhale Women's Fellowship, Inc

Contact for Services Rendered

This is a contract entered into by **Life Focus Center, A NJ Not for Profit Corporation** (hereinafter referred to as "the provider") and **Exhale Women's Fellowship** (hereinafter referred to as "the Client") on this date, November 12, 2021.

The Provider's place of business is 302 N. Washington Avenue, Suite 101E, Moorestown, NJ 08057 and the Client's place of business is [REDACTED]

The Client Hereby engages the Provider to provide services herein under "Scope and Manner of Services." The Provider hereby agrees to provide the Client with such services in exchange for consideration described herein under "Payment of Services Rendered."

Scope and Manner of Services

Services to Be rendered by Provider:

1. Individual counseling services for Client's clients.
2. Up to 360 sessions provided by the Provider

Payment for Services Rendered

The Client shall pay the Provider \$65.00 for up to one hour of time per session.

Signatures

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures:

[REDACTED SIGNATURE]

(Signature of Client or agent)

Andrea Hennessee
(Printed Name of Provider or agent)

11/12/21
(Date)

Andrea Hennessee
(Signature of Provider or agent)

11/12/21
(Date)



Success Arize, LLC
888-340-2023
www.successarize.com

Contract for Services

- X Workshop
- _ Speaking
- _ Training

This will serve as an agreement between Success Arize, LLC [REDACTED] (the "Facilitator") and Exhale Women's Fellowship (the Contractor"). The terms of this agreement for an Entrepreneur Workshop of up to 3 hours in 2022 based on the agreed upon date and time. (TBD)

This is a binding contract for services. Both parties are entering into this agreement fully understanding the terms and the conditions. Services will be delivered as described in the amount of \$600.

In the event that there must be a change in date to acts of nature the parties will come to a mutually agreeable date.

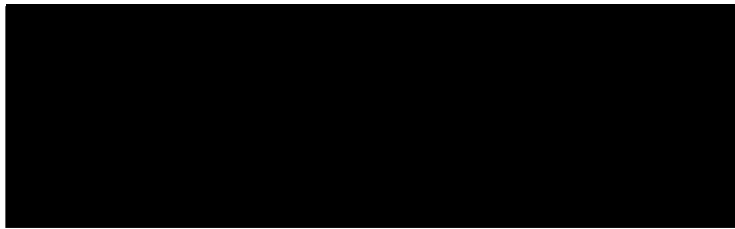
The Facilitator will determine the scope of the work to be presented to the workshop participants.

Facilitator agrees to indemnify and hold the District harmless from any and all actions, claims, suits, judgments, liability, damages, awards, and attorney fees arising out of Facilitator's work.

Contractor Name [REDACTED]
 Date 11/14/2021 Signed by: [REDACTED] Exhale Women's Fellowship
 Signature [REDACTED]

Facilitator Name [REDACTED]
 Signature: [REDACTED]
 Date: 11/14/2021

[Handwritten mark]



I. OBJECTIVE

To build the capacity of those who engage Exhale Women's Fellowship for help regarding their employment situation to better prepare them to acquire gainful employment. This is to be done in conjunction with Exhale Women's Fellowship mentoring component.

II. SCOPE OF SERVICES

A. One-hour stand-alone strategy session

This is a one-hour scheduled telephone session for an Exhale client who has been referred to JCC for employment support. During this time JCC will go through an 'interview' process with the client to ascertain their current status and then collaborate on an agreed upon action plan for the client. This plan will be passed on to the mentoring component of Exhale for subsequent follow up.

B. One two-hour training session

This session will be conducted for the mentoring component of Exhale to give them an understanding of what the employment strategy process will be. Also, this will be the time for the explanation of the strategy planning form and how to use it to support the client in the days/weeks to come.

III. BENEFITS

- Clients will receive expert support to help them to identify viable opportunities for strategies to obtain work that is more professionally and/or financially satisfying
- Provides continuity between the strategy call and the 'real' world activities regarding finding a different work situation
- Clients gain an increase sense of self and improved self esteem
- The ministry will continue to expand its footprint across the county and build its reputation





IV. PROGRAM INVESTMENT CONFIRMED

Item	Amount
Multiple One-hour employment strategy calls per client(discounted 20%) Services delivered on as needed basis(30 individual sessions in total)	\$ 80.00
A one-time (Up to 2-hour) online Career Training Program Date TBD)	\$ 600.00

V. TERMS

Scheduling will be based on consultant, participants and the Ministry availability. Payment is due upon receipt of invoice. This proposal represents an 18-month time period starting at the approval of this proposal, the services and fees will be reevaluated at the end of that time.



VII. ROLE OF CONSULTANT(S)/TRAINER(S)

Janice Coleman will serve as the lead consultant and trainer on this project. It is the responsibility of the lead consultant to conduct all informational/QA interviews and manage/oversee the efficient delivery of all materials and presentations for this project.

VII. REFERENCES

- Mr. Lemuel Woodson, Marketing Director, Chick-fil-A, [REDACTED]
- Dr. Odette Cohen, MD, MBA, Medical Director, Son Light Medical, [REDACTED]
- Dr. Dilip Abeysakara, PhD, Past President, Toastmasters International, [REDACTED]
- Dr. Valerie Allen, PhD, Director, Multicultural Center, University of Pennsylvania, [REDACTED]

VIII. QUALITY ASSURANCE

To ensure that Janice Coleman Corporation provides the best possible service to its clients, the company may conduct quality assurance check-ins and interviews several months after the conclusion of the consultancy. This depends on the time frame





involved with a given project. Evaluations are customarily distributed to clients and seminar attendees. All evaluation forms are reviewed.

Thus, as part of this engagement we ask that you agree to respond to requests for information from [Redacted] Corporation's quality assurance follow-up procedures.

If there are any adjustments that need to be made to the proposed project(s), feel free to contact our office at [Redacted]. We look forward to assisting you as we continue to "Prepare People to Perform".

* * *

To indicate your acceptance of this letter of proposal, all or in part (if in part, please note changes in writing), please sign below and return a copy of this agreement to the Janice Coleman Corporation. Terms of this agreement are valid for 30 days after the date signed below, after which they are subject to modification if the agreement remains unsigned. A signed contract does signify that the undersigned and Janice Coleman Corporation are bound to the terms herein.

Agreed to and accepted:

[Redacted Signature]

JCC Unlimited
Authorizing Signature

11/12/2021

date

[Redacted Signature]

Authorizing Signature

11/16/21

date

J.

EMPOWERDB USER AGREEMENT

This agreement regarding usage of the web based database software EmpowerDB is between:

CONTRACTOR: EmpowerDB a business owned by [REDACTED] and registered in Boston, MA

and

AGENCY: Exhale Women's Fellowship of

1. ANNUAL FEE

Beginning one year after database access is first granted to AGENCY, an annual subscription fee of \$800 will be issued. This fee guarantees usage of the database to an unlimited number of database users, as per the conditions below, throughout the calendar year. The annual fee may increase, but never by more than 10% per calendar year and no more frequently than every other year.

2. HOURLY WORK

CONTRACTOR's hourly fee is currently \$80. AGENCY agrees that the hourly fee may increase, but never by more than 10% per two calendar years.

Any work requested by AGENCY to customize EmpowerDB, provide assistance on its use or reporting features, or any other work beyond the scope of this agreement will be charged at the CONTRACTOR's hourly fee. Work will be billed in quarter hour increments with a minimum of one quarter hour charge for any qualifying request.

For work requested by AGENCY that totals more than one hour of time, CONTRACTOR agrees to give AGENCY clear notice of the time spent and gain approval from an authorized AGENCY representative before continuing with any remaining work related to the request.

For hourly work for which the quoted estimate is over six hours, AGENCY may request from the CONTRACTOR a price quote capping the cost of the work requested. A capped price quote will be submitted once AGENCY has provided a written description detailing all work requested.

Any work by the CONTRACTOR addressing issues where EmpowerDB is behaving in a way that is producing errors, is inaccessible, or is otherwise acting in unintended ways will be done at no cost to AGENCY.

3. EMPOWERDB SECURITY and DESIGN

CONTRACTOR agrees that EmpowerDB will adhere to the following security and design guidelines:

- EmpowerDB will be hosted on an American web server that meets the strictest security guidelines for protecting against all forms of digital attack.
- EmpowerDB will be fully functional on the latest versions of the following web browsers: Google Chrome, Microsoft Edge, Mozilla Firefox, and Apple Safari.
- All internet communication between the EmpowerDB web server and AGENCY workstations will be encrypted via a 128 bit SSL/TLS connection issued through a certificate issuing authority trusted by default by the browsers listed above.
- All text data entered into EmpowerDB by AGENCY will be stored on the EmpowerDB web server in an encrypted form.
- The encryption key for all text data stored on the EmpowerDB web server will never reside on the EmpowerDB server, or in any other digital form on CONTRACTOR's workstations.
- Provided AGENCY enables the Internet Connection Management feature of EmpowerDB, no IP addresses, except those approved by AGENCY and CONTRACTOR's office connection, will have access to AGENCY's version of EmpowerDB.
- A full backup of the AGENCY's data will be conducted each night and that reliability of the backups will be tested regularly.

4. CONFIDENTIALITY

CONTRACTOR agrees not to disclose to any third party any confidential or proprietary information of AGENCY, including information relating to AGENCY clients, services, or staffing. CONTRACTOR agrees not to store any confidential, unencrypted data relating to AGENCY clients, services, or staffing on CONTRACTOR's workstations or any other off-site server.

5. OWNERSHIP OF DATA

CONTRACTOR claims no ownership of any AGENCY data stored on EmpowerDB. CONTRACTOR may never provide any AGENCY data to any outside party at any time. Any termination of this contract shall never terminate this clause.

6. PAYMENT and INVOICES

CONTRACTOR will provide AGENCY with invoices clearly outlining any EmpowerDB Annual Fees, Hourly Fees, or any pre-approved additional costs. Invoices will be issued upon the last business day in each quarter unless AGENCY'S outstanding balance is less than \$100 or AGENCY makes a request to be billed at the end of the quarter for their balance of less than \$100.

Payment must be made to CONTRACTOR within 8 weeks of receipt of invoice. A reminder invoice will be sent after 4 weeks of an unpaid invoice. If CONTRACTOR does not receive payment after 8 weeks, CONTRACTOR holds the right to restrict access to AGENCY's version of EmpowerDB until payment is received.

7. COPYRIGHT

CONTRACTOR holds full copyright to the entirety of EmpowerDB, including any additions that AGENCY may request CONTRACTOR to build. AGENCY agrees to not distribute access to EmpowerDB to any third party organizations without the consent of CONTRACTOR.

8. LIABILITY

CONTRACTOR may be held liable, and agrees to indemnify and hold AGENCY harmless, if any third party is able to acquire a readable, unencrypted version of AGENCY data, provided that the acquisition was not the result of a lapse of security on the part of any AGENCY user. Lapses of security on the part of AGENCY include, but are not limited to: passwords/encryption keys stolen from AGENCY controlled machines/possessions, malware/viruses installed on AGENCY computers, intentional AGENCY approval of malicious internet connection, disabling of the Internet Connection Management feature.

9. JURISDICTION OF DISPUTE

Any disputes as to the enforcement or breach of this understanding, or claim of liability, shall be handled in courts representing CONTRACTOR's Boston, Massachusetts jurisdiction.

10. CONTRACT TERMINATION & REQUEST OF RAW DATA

This agreement is for ongoing services and will not expire or otherwise be invalidated without action taken by AGENCY or CONTRACTOR.

An authorized AGENCY representative may request termination of this agreement and end their usage of EmpowerDB at any point and for any reason. Upon termination of this agreement, AGENCY may request from CONTRACTOR all of AGENCY's data in an unencrypted, post-processed form (all text unencrypted, dates in m/d/y format, select one fields represented by their full names instead of internal codes, etc). AGENCY must supply CONTRACTOR with its encryption key for CONTRACTOR to facilitate this request. Within two weeks of AGENCY's request for the raw data, CONTRACTOR must provide in a secure digital format the unencrypted, post-processed data. CONTRACTOR may not charge a fee to fulfill a request for the raw data.

CONTRACTOR can terminate this agreement only in the case of ceasing all business operations. The unencrypted, post-processed form of AGENCY's data (as described above) will be made available to AGENCY at least sixty days before EmpowerDB ceases operations.

Any new ownership of EmpowerDB would be obligated to comply with all past agreements.

11. INITIAL DATABASE SETUP COSTS

EmpowerDB Initial Setup Fee: \$2,000

A one-time access fee to purchase the base EmpowerDB software.

Database Setup & Configuration Consulting Time: \$2,080 (estimate)

An estimated 26 hours of consultation time at \$80/hr to assist in the planning and structuring of database content, configuration of the system to the specifications decided on, configuration of reports, and training on system's general use and administration. Final invoice will reflect only the amount of hours used.

Report: VOCA: \$400

Automated report to generate the numbers needed for the VOCA Quarterly Report

All Funder Report charges are one-time fees guaranteeing AGENCY unlimited access to reporting functionality. CONTRACTOR agrees to remain compliant with the above funder(s) data standardization and reporting as new requirements are announced over time. Additional charges to AGENCY may occur, however, if an above Funder changes their requirements or report form.

Total Initial Setup: \$4,480

12. INITIAL DATABASE SETUP TERMS

Initial Payment and Contract:

Payment for the EmpowerDB Initial Setup Fee (see Section 11) must be in-hand, or paid by Credit Card, by 12/01/2021.

A copy of this agreement signed by an authorized representative of AGENCY must be received by 12/01/2021. CONTRACTOR will upload a countersigned copy of the agreement to the Project Portal (see below) once Initial Payment and Initial Starting Materials have been received.

Initial Starting Materials:

AGENCY must submit to CONTRACTOR via the Project Portal (see below) all Initial Starting Materials by 12/01/2021.

Initial Starting Materials include:

- 1) Submitting all paper or digital Intake Forms used to collect data at any of AGENCY's programs
- 2) Submitting responses to a questionnaire related to AGENCY's organizational structure and data collection goals
- 3) Submitting Funder Report forms for reports that are not currently supported by EmpowerDB.

Any additional Intake Forms or major aspects of AGENCY's organizational structure (residential programs that exist, major types of services that are offered, etc) that are disclosed by AGENCY after 12/01/2021 will be disregarded through the remainder of the setup process. AGENCY may make a request at the end of the Setup

Process for the additionally disclosed information to be incorporated into the database, at the CONTRACTOR's hourly rate.

Return of Initial Payment:

If EmpowerDB Initial Setup Fee has been received by CONTRACTOR but the Signed Agreement or Initial Starting Materials have not been received by their respective due dates, the entirety of this Agreement is invalid. If a new Agreement is not established, CONTRACTOR will return any payment received no later than fifteen business days after either AGENCY or CONTRACTOR determines another Agreement cannot be established.

Setup Start Date:

Provided the Initial Payment, Contract, and Starting Materials have all been sent before the agreed upon date, the Setup Process will start on or before 01/01/2022. On or before the Setup Start Date, an EmpowerDB Project Manager will contact AGENCY to set up a date for the Initial Planning meeting of the Setup Process. This meeting will occur after the Setup Start Date.

Setup End Date:

The Setup Process must be concluded before 03/31/2022. All Milestone Dates (see below) agreed upon between AGENCY and the EmpowerDB Project Manager must take place before the Setup End Date.

EmpowerDB Project Manager:

AGENCY will be assigned an EmpowerDB staff member to be AGENCY's sole point of contact during the Setup Process. If for any reason a new EmpowerDB Project Manager is assigned to AGENCY before Setup End Date, the Setup End Date and Milestone Date restrictions (see below) will no longer apply.

Project Portal:

AGENCY will have access to a password-protected web site that will show all information relevant to the Setup Process including: billable time spent, upcoming Milestone Dates, information AGENCY has submitted about their organizational structure, AGENCY intake forms, and requested setup changes. AGENCY will receive automated email reminders from the Project Portal system in advance of Milestone dates.

Milestone Dates:

Throughout the Setup Process, AGENCY and their Project Manager will agree on a variety of dates in which AGENCY must complete a task or submit further information/materials.

AGENCY will be given clear directions and expectations for each request before being asked to commit to a Milestone Date. Each Milestone Date will be clearly visible in the Project Portal. AGENCY will receive automated email notifications in advance of all Milestone Dates.

Any information submitted after the Milestone Date and Cutoff Time (see below), unless in Extreme Exceptions (see below), will be disregarded until after the Setup Process has been completed. The EmpowerDB Project Manager will instead make any necessary decisions to setup AGENCY's database in a way that meets AGENCY's previously described needs utilizing the Project Manager's prior experience with similar organizations and AGENCY's funder reporting needs. Any decisions made by the EmpowerDB Project Manager due to required information not submitted by the agreed upon Milestone Date cannot be modified until after the Setup Process has been completed.

Initial Phone Call:

An initial phone meeting between AGENCY and Project Manager must take place, unless in Extreme Exceptions (see below), within fourteen calendar days of the Setup Start Date. If a call does not take place due to AGENCY's limitations, the EmpowerDB Project Manager will set all Milestone Dates based on their discretion. The Milestone Dates the Project Manager decides upon in this circumstance cannot be modified by AGENCY at any point in the setup process.

Extreme Exceptions:

Milestone Dates can only ever be changed in the event of the following circumstances:

- AGENCY is subject to natural or man-made disaster (earthquake, fire, flood, major weather event, mass violence, etc.)
- A key AGENCY staff member experiences an illness or leave of absence excluding them from fulfilling all AGENCY duties for four or more consecutive days.

Extreme Exceptions do NOT include:

- AGENCY interruptions related to responding to AGENCY clients' needs.
- AGENCY's requirements around funder reporting, grant submissions, or events.

AGENCY will make the sole determination as to whether an Extreme Exception has occurred.

If an Extreme Exception requires the changing of a Milestone Date, AGENCY and the EmpowerDB Project Manager must mutually agree upon a new date that is no more than thirty business days after the originally set date. This date may be after the Setup End Date.

Submission of Initial Payment, Contract, and Starting materials are not subject to this Extreme Exception clause.

Additional Funder Reports:

Funder Reports not disclosed in Section 11 above and disclosed by AGENCY after the date this agreement is fully signed will be disregarded until after the completion of the Setup Process.

Post Setup:

The Setup Process is complete ten business days after any AGENCY user begins using EmpowerDB for real, live data; or on the Setup End Date; whichever comes first.

After the Setup Process is complete, CONTRACTOR will submit a second invoice covering all unpaid Initial Database Setup Costs (see section 11 above). If AGENCY utilized more Database Setup & Configuration Consulting Time than estimated, AGENCY will owe the full actual amount of time that has accrued. If AGENCY utilized less Database Setup & Configuration Consulting Time than estimated, AGENCY will have the choice of paying for the exact amount of time used or paying the full estimated amount and receiving a credit for the additional dollar value paid. The credit will be automatically applied toward any future hourly work or Annual Fee charges.

After the Setup Process is complete, AGENCY may request further support or changes to their version of EmpowerDB. These requests must be made through the Database Support System. AGENCY's assigned Project Manager may not be the one to respond to future support requests. AGENCY understands that response time to these requests is dependent on CONTRACTOR's current demand.

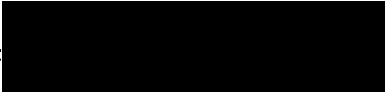
Cutoff Times:

For any date listed above, the time in which information or materials must be received is 11:59pm on the date described and in the time zone of the AGENCY's main offices.

CONTRACTOR:

Name: _____ Date: _____

AGENCY:

Name:  _____ Date: 8/30/21

Marlene Laó-Collins
Executive Director

Susan Loughery, MBA
Director of Operations

Mary Pettrow, CSW
Service Area Director
Children and Family Services



Catholic Charities
DIOCESE OF TRENTON

www.catholiccharitiestrenton.org

Affiliation Agreement

This agreement is between Providence House Domestic Violence Services of Catholic Charities in Burlington New Jersey, and Exhale Women's Fellowship. Providence House is a comprehensive program serving individuals affected by domestic abuse. Exhale Women's Fellowship is a multi service agency providing assistance to women in crisis due to poverty, abuse and other life generated circumstances in Burlington County.

Providence House agrees to the following:

- To assist and support staff of Exhale Women's Fellowship with information regarding domestic violence and to facilitate case management to mutual clients.
- To provide educational information training regarding domestic violence to Exhale Women's Fellowship clients as requested by said agency.
- To accept referrals as appropriated from Exhale Women's Fellowship.
- To make referrals as appropriated to Exhale Women's Fellowship.

Exhale Women's Fellowship agrees to the following:

- Distribute information about Providence House Domestic Violence Services to its consumers.
- To provide educational in-service training to Providence House staff and volunteers.
- To accept referrals, as appropriate, from Providence House.
- To make referrals, as appropriate, to Providence House.

Both organizations agree:

- To provide pertinent client data upon referral, as appropriate and necessary, with written consent from the client only.
- To maintain written and verbal communication with each other, pertaining to follow up and other information exchanges, as necessary, with written consent from the client only.
- To maintain communications, discuss, explore and resolve problems and opportunities arising as a result of this service exchange for the quality comprehensive care of mutual clients.
- To maintain confidentiality of client records/information at all times.

It is understood that no individual will be refused service or be discriminated against on the basis of race, creed, gender, national origin, sexual preference, or disability.


Date 2/10/21

Director
Providence House Domestic Violence Services


Date 2/10/21

Executive Director
Exhale Women's Fellowship

renewing

restoring

Providence House Domestic Violence Services

595 Rancocas Road • Westampton, New Jersey 08060

24 Hour Hotline: 609-871-7551 or Toll Free: 877-871-7551 • Counseling Center: 856-824-0599 • FAX 856-824-9340

Name [REDACTED]
Title Secretary/ Director of Fundraising
Address [REDACTED]

Name [REDACTED]
Title Treasurer
Address [REDACTED]

Name [REDACTED]
Title Membership Liaison
Address [REDACTED]

Name [REDACTED]
Title Director of Mentoring Program
Address [REDACTED]

Name [REDACTED]
Title Director of Financial Empowerment
Address [REDACTED]

Name [REDACTED]
Title Director of Emergency Assistance
Address [REDACTED]

Name [REDACTED]
Title Director of Mental Health
Address [REDACTED]

Name

[REDACTED]

Title

Director of Emergency Shelter

Address

[REDACTED]

Name

[REDACTED]

[REDACTED]

**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.

Exhale Women's Fellowship
 Name of Applicant Organization

Signature  Date 11/15/21
 Chief Executive Officer or Designee

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 Summary Report - Page 1 of 2

Provider Exhale Women's Fellowship
 Division Division On Women
 Contract 22AACW
 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)	\$214,285.00
Grand Total	\$214,285.00

Authorized Provider Signature 

Date 4/6/22

DCF Contract Supervisor Signature 

Date 9/16/2022

Schedule of Estimated Claims

Third Party Contract Summary Report - Page 2 of 2

Provider **Exhale Women's Fellowship**
 Division **Division On Women**
 Contract **22AACW**
 Dates **5/1/2022** to **4/30/2024**

Original Contract Ceiling
\$214,285.00

Contract Modifications	
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
	\$0.00

Total Contract Ceiling
\$214,285.00

Total Match Amount
\$0.00

Amended Contract Ceiling *
\$214,285.00

Payments by Month *	
2022 May	\$9,032.00
2022 June	\$9,032.00
2022 July	\$9,032.00
2022 August	\$9,032.00
2022 September	\$9,032.00
2022 October	\$9,032.00
2022 November	\$9,032.00
2022 December	\$9,032.00
2023 January	\$9,032.00
2023 February	\$9,032.00
2023 March	\$9,032.00
2023 April	\$9,033.00
2023 May	\$8,825.00
2023 June	\$8,825.00
2023 July	\$8,825.00
2023 August	\$8,825.00
2023 September	\$8,825.00
2023 October	\$8,825.00
2023 November	\$8,825.00
2023 December	\$8,825.00
2024 January	\$8,825.00
2024 February	\$8,825.00
2024 March	\$8,825.00
2024 April	\$8,825.00
Grand Total	\$214,285.00

Payments by State Fiscal Year *		
2022	1630-091	\$18,064.00
2023	1630-091	\$107,971.00
2024	1630-091	\$88,250.00
Grand Total		\$214,285.00

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



Schedule of Estimated Claims
Third Party Contracts

Provider Name Exhale Women's Fellowship
 Component Name Domestic Violence Direct Service, Culturally Specific Contract Administrator [REDACTED]

Division Division On Women Contract No 22AACW 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
	May	22	\$9,032.00
Enter Mod # 1 thru 10 above. If new or renewal leave blank	June	22	\$9,032.00
	July	22	\$9,032.00
	August	22	\$9,032.00
	September	22	\$9,032.00
	October	22	\$9,032.00
	November	22	\$9,032.00
	December	22	\$9,032.00
	January	23	\$9,032.00
	February	23	\$9,032.00
	March	23	\$9,032.00
April	23	\$9,033.00	
Match Required? No			
0.0%	Total		\$108,385.00

Type of Funding 1-Time Funding			
1630-091 Family Violence Prevention Services Act-American Rescue Plan (93.671)			
	Month	YY	Amount
	May	23	\$8,825.00
Enter Mod # 1 thru 10 above. If new or renewal leave blank	June	23	\$8,825.00
	July	23	\$8,825.00
	August	23	\$8,825.00
	September	23	\$8,825.00
	October	23	\$8,825.00
	November	23	\$8,825.00
	December	23	\$8,825.00
	January	24	\$8,825.00
	February	24	\$8,825.00
	March	24	\$8,825.00
April	24	\$8,825.00	
Match Required? No			
0.0%	Total		\$105,900.00

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

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

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

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

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

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

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

Component Match Percentage 0.00%
 Component Match Amount \$0.00
 Original Component Ceiling \$214,285.00
 Modifications to Component Ceiling \$0.00
 Total Component Ceiling \$214,285.00

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

NOTES:

New Contract-- FVPSA ARP funding FY 2021--2 year Contract term
 Federal Funding Period 3/25/21 to 9/30/2025-CFDA 93.671 Family Violence and Prevention Services Act-American Rescue Plan.
 One-time funding.

STATE OF NEW JERSEY
 DEPARTMENT OF CHILDREN AND FAMILIES
 ANNEX B: CONTRACT INFORMATION FORM
 PAGE 1 OF 20

Agency: Exhale Women's Fellowship
 Address: [Redacted]
 Phone: [Redacted]
 Chief Executive Officer: [Redacted]
 Prepared By: [Redacted]

Date: 5/2/2022

Agency Federal ID#: [Redacted]
 Charities Registration #: [Redacted]
 Non-Profit Agency For-Profit Agency Public Agency
 January, 2023 June, 2023
 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 #
Division on Women	22AACW	ARP Supplemental	\$214,285	Domestic Violence	cost reimbursement	Check	[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.

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.

[Redacted Signature]
 Agency Authorized Signatory

[Redacted Signature]
 Fiscal Officer

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
ANNEX B: CONTRACT EXPENSE DETAIL
PERSONNEL
3 OF 20

Agency: Exhale Women's Fellowship
Contract#: 22AACW

PURPOSE
 BUDGET PREPARATION
 MODIFICATION BUDGET
 EXPENDITURE REPORT
 PERIOD COVERED 5/1/2022-4/30/2024

A BUDGET CATEGORY: PERSONNEL													
				1	2	3	4	5	6	7	8	9	10
	Position Number	Date Employed	Hours /Week	TOTAL	Year 1 (5/1/22-4/30/23)	Year 2 (5/1/23-4/30/24)						UNALLOWABLE COSTS	GENERAL & ADMINISTRATIVE COSTS
1	Executive Director [REDACTED]	1	May-20	40	\$ 38,500	\$ 19,250	\$ 19,250						
2	Coordinator of Domestic Violence Services [REDACTED]	2	Jan-22	40	\$ 10,000	\$ 5,000	\$ 5,000						
3	Administrative Assistant [REDACTED]	3	May-20	21	\$ 16,000	\$ 8,000	\$ 8,000						
4	Housing and Economic Justice Advocate [REDACTED]	4	Jan-22	10	\$ 20,000	\$ 10,000	\$ 10,000						
5	Volunteer Coordinator [REDACTED]	5		2.5	\$ -								
6	Case Manager [REDACTED]	6		25	\$ 30,000	\$ 15,000	\$ 15,000						
7					\$ -								
8					\$ -								
9					\$ -								
10					\$ -								
11					\$ -								
12					\$ -								
13					\$ -								
14					\$ -								
15					\$ -								
16					\$ -								
17					\$ -								
18					\$ -								
19					\$ -								
20					\$ -								
21					\$ -								
22					\$ -								
23					\$ -								
SUBTOTAL (pg. 1)					\$ 114,500	\$ 57,250	\$ 57,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
ANNEX B: CONTRACT EXPENSE DETAIL
PERSONNEL
6 OF 20

Agency: Exhale Women's Fellowship
Contract#: 22AACW

PURPOSE
 BUDGET PREPARATION
 MODIFICATION BUDGET
 EXPENDITURE REPORT
PERIOD COVERED 5/1/2022-4/30/2024

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	Year 1 (5/1/22-4/30/23)	Year 2 (5/1/23-4/30/24)					UNALLOWABLE COSTS	GENERAL & ADMINISTRATIVE COSTS
75					\$ -								
76					\$ -								
77					\$ -								
78					\$ -								
79					\$ -								
80					\$ -								
81					\$ -								
82					\$ -								
83					\$ -								
84					\$ -								
85					\$ -								
86					\$ -								
87					\$ -								
88					\$ -								
89					\$ -								
90					\$ -								
91					\$ -								
92					\$ -								
93					\$ -								
94					\$ -								
95					\$ -								
96					\$ -								
97					\$ -								
98					\$ -								
99					\$ -								
100					\$ -								
SUBTOTAL (pg. 4)					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BUDGET CATEGORY A: EMPLOYEE SUBTOTAL					\$ 114,500	\$ 57,250	\$ 57,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
ANNEX B
SCHEDULE 2-REVENUE
PAGE 16 OF 20

Agency: Exhale Women's Fellowship
Contract#: 22AACW

THIS SCHEDULE IS NOT APPLICABLE

PURPOSE
 BUDGET PREPARATION
 MODIFICATION BUDGET
 EXPENDITURE REPORT
PERIOD COVERED

5/1/2022-4/30/2024

DESCRIPTION	1 TOTAL	2 Year 1 (5/1/22- 4/30/23)	3 Year 2 (5/1/23-4/30/24)	4 0	5 0	6 0	7 0	8 0	9 UNALLOWABLE COSTS	10 GENERAL & ADMINISTRATIVE COSTS
ELLIS FAMILY FOUNDATION	\$ -		\$ -							
FUNDRAISING	\$ -									
ROBERT WOOD JOHNSON MATCHING GIFT	\$ -									
ALLSTATE FOUNDATION	\$ -									
VOCA	\$ -									
DOL - NJCEDV	\$ -									
Other foundation grants	\$ -									
	\$ -									
	\$ -									
	\$ -									
	\$ -									
	\$ -									
	\$ -									
	\$ -									
	\$ -									
	\$ -									
	\$ -									
	\$ -									
	\$ -									
Total K. Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Supporting documentation is required to substantiate the allocations.

Agency:Exhale Women's Fellow
Contract#:22AACW

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
ANNEX B
SCHEDULE 3-APPLICABLE CREDITS
PAGE 17 OF 20

PURPOSE
 BUDGET PREPARATION
 MODIFICATION BUDGET
 EXPENDITURE REPORT
 PERIOD COVERED

5/1/2022-4/30/2024

THIS SCHEDULE IS NOT APPLICABLE

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

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

Agency: Exhale Women's Fellowship
Contract#: 22AACW

THIS SCHEDULE IS NOT APPLICABLE

PURPOSE
 BUDGET PREPARATION
 MODIFICATION BUDGET
 EXPENDITURE REPORT
PERIOD COVERED

5/1/2022-4/30/2024

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

State of New Jersey
DEPARTMENT OF CHILDREN AND FAMILIES

BUSINESS ASSOCIATE AGREEMENT between the New Jersey Department of Children and Families and **Exhale Women's Fellowship** (Agency/Vendor.) for Contract Number _____ .

This Business Associate Agreement sets forth the responsibilities of **Exhale Women's Fellowship (Business Associate)**, with an address of **30 East Scott Street, Riverside, New Jersey 08075** and the New Jersey Department of Children and Families, as a **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 there under 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 described above, 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. 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. Indemnification and Release

- 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), expenses in connection therewith, on account of 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

Business Associate's use or misuse of PHI or from any action or inaction of Business Associate or its officers, employees, agents or contractors with regard to PHI or the requirements of this Agreement or the Privacy Rule. The provision 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 further acknowledges the possibility of criminal sanctions and penalties for breach or violation of this Agreement or the Privacy Rule pursuant to 42 USC 1320d-6.
4. 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, agencies, 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.
5. 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

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, and if possible, by facsimile to the addresses and facsimile members listed below:

Business Associate: Exhale Women's Fellowship

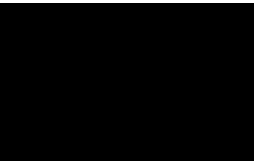


Facsimile # n/a

Covered Entity: 1. Privacy Officer

Department of Children and Families
50 East State Street
P.O. Box 717
Trenton, NJ 08625-0717
ATTN: HIPAA Privacy Officer

Telephone #



Facsimile #

2. DCF Business Manager



Facsimile#

7. 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 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.

The undersigned representative of Business Associate 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 Business Associate to this document.

Covered Entity:

Business Associate:

Signature



Printed Name

Printed Name

Title

Exec Director
Title

Agency

Exhale Women's Fellowship
Agency

Date:

11/15/21
Date:

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

I. Instructions:

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

II. Organizations awarded contracts are required to comply with:

- A. the terms and conditions of the Department of Children and Families' (DCF) contracting rules and regulations as set forth in the Standard Language Document (SLD), or the Individual Provider Agreement (IPA), or Department Agreement with a State Entity. Contractors may view these items on the internet at: <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.
 - 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

- payment and shall be made available to the New Jersey Office of the State Comptroller upon request.
- C. Any software purchased in connection with the proposed project must receive prior approval from the New Jersey Office of Information Technology.
 - D. Any data collected or maintained through the implementation of the proposed program shall remain the property of DCF.
 - E. Contractors shall maintain a financial management system consistent with all the requirements of Section 3.12 of the SLD or the IPA.
 - F. As defined in N.J.S.A. 52:32-33, contractors are encouraged to notify their employees, through information and materials or through an organ and tissue awareness program, of organ donation options. The information provided to employees shall be prepared in collaboration with the organ procurement organizations designated pursuant to 42 U.S.C. §1320 b-8 to serve in this State.
 - G. DCF endorsed the Prevent Child Abuse of New Jersey's (PCANJ) Sexual Abuse Safe-Child Standards (Standards) as a preventative tool for contractors working with youth and children to reference when implementing policies and procedures to minimize the risks of the occurrence of child sexual abuse. The Standards are available on the internet at: <https://www.nj.gov/dcf/SafeChildStandards.pdf>
 - H. NJ Rev Stat § 9.6-8.10f (2017) requires 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
 - 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

2. Danielle's Law:

(<https://www.state.nj.us/humanservices/dds/documents/fireprocurement/ddd/Danielle%27s%20Law.pdf>)

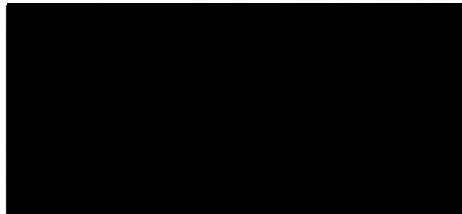
- E. If services are to be administered by the Contracted System Administrator (CSA), contractors must conform with, and provide services under, protocols that include required documentation and timeframes established by DCF and managed by the CSA. The CSA is the single point of entry for these services and facilitates service access, linkages, referral coordination, and monitoring of CSOC services across all child-serving systems. Contractors of these services will be required to utilize "Youth Link", the CSOC web-based out-of-home referral/bed tracking system process to manage admissions and discharge after being provided training.
- F. If services are to be provided to youth and families who have an open child welfare case due to allegations of abuse and neglect, then contractors shall deliver these services in a manner consistent with the DCF Case Practice Management Plan (CPM) and the requirements for Solution Based Casework (SBC), an evidence-based, family centered practice model that seeks to help the family team organize, prioritize, and document the steps they will take to enhance safety, improve well-being, and achieve permanency for their children. SBC provides a common conceptual map for child welfare case workers, supervisors, leadership, and treatment providers to focus their efforts on clear and agreed upon outcomes. DCF may require contractors to participate in DCF sponsored SBC training, and to be involved in developing plans with the consensus of other participants, incorporating the elements of the plans into their treatment, participating in Family Team Meetings, and documenting progress and outcomes by race, age, identified gender, and other criteria DCF deems relevant and appropriate.
- G. If services provided under a DCF contract are for mental health, behavioral health, or addictions services by a contractor with at least 10 regular full-time or regular part-time employees who principally work for the contractor to provide those services, then P.L. 2021, c.1 (N.J.S.A. 30:1-1.2b) requires the contractor to:
1. submit no later than 90 days after the effective date of the contract an attestation: (a) signed by a labor organization, stating that it has entered into a labor harmony agreement with such labor organization; or (b) stating that its employees are not currently represented by a labor organization and that no labor organization has sought to represent its employees during the 90-day period following the initiation or renewal of the contract; or (c) signed by a labor organization, stating that it has entered into an agreement or binding obligation to be maintained through the term of the contract that provides a commitment comparable to a labor harmony agreement, as defined in section 4 of P.L.2021, c.1 (N.J.S.A. 30:1-1.2c). The required attestation is submitted to ensure the uninterrupted delivery of services caused by labor-management disputes and is a condition of maintaining a DCF contract. The failure to submit it shall result in DCF's issuance of a financial recovery and a Corrective Action

52:34-7; employees who perform work outside of the State of New Jersey; or contracts solely for the provision of goods.

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

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

Signature:



Printed Name:

Title:

Executive Director

Provider Agency:

Exhale Women's Fellowship

Date:

6/8/22

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

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

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

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

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

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



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

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

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

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

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

II. DOMESTIC PREFERENCE FOR PROCUREMENTS

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

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

III. PROCUREMENT OF RECOVERED MATERIALS

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

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

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

IV. EQUAL EMPLOYMENT OPPORTUNITY

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

Employment Opportunity, Department of Labor." See 2 CFR Part 200, Appendix II, para. C. During the performance of this contract, the contractor agrees as follows:

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

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

securing compliance.

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

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

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

VI. COPELAND ANTI KICK-BACK ACT

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

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

VII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

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

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

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

VIII. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

IX. CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Where applicable, Contract and subgrants of amounts in excess of \$150,000, must comply with the following:

Clean Air Act

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

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

X. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

XII. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR 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

TABLE OF CONTENTS

Section I - General Information

A. Purpose	Page 3
B. Background	Page 6
C. Target Population/Admission Criteria	Page 6
D. Services to be Funded	Page 7
E. Resources	Page 10
F. Funding Information	Page 13
G. Applicant Eligibility Requirements	Page 13
H. RFP Schedule	Page 14
I. Administration	Page 15
J. Appeals	Page 18
K. Post Award Review	Page 18
L. Post Award Requirements	Page 18

Section II - Application Instructions

A. Review Criteria	Page 19
B. Supporting Documents	Page 24
C. Requests for Information and Clarification	Page 28

Exhibit A–The State Affirmative Action Policy

Exhibit B–Anti-Discrimination Provisions

Exhibit C–Notice of Standard Contract Requirements, Processes, and Policies

Exhibit D– Public Law P.L. 2021, c.1 Attestation Form

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

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@dca.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.¹ 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.²

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

¹ 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.

² 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

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.³

³ 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

October 15, 2021	Deadline for Email Questions sent to DCF.ASKRFP@dcf.nj.gov
November 17 , 2021	Deadline for Receipt of Proposals by 12:00PM

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

- 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 4th 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.

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

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:

Part I: Proposal	
1	<input type="checkbox"/> Proposal Cover Sheet – (signed and dated) Website: https://www.nj.gov/dcf/providers/notices/requests/#2 Form: https://www.nj.gov/dcf/providers/notices/Proposal.Cover.Sheet.doc
2	<input type="checkbox"/> Table of Contents – 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"/> Proposal Narrative in following order 30 Page Limitation <ol style="list-style-type: none"> Organization History and Capacity Need and Impact Program Implementation Staffing and Personnel Program Implementation Schedule Outcome and Evaluation Leveraging and Sustainability Budget
Part II: Appendices	
4	<input type="checkbox"/> Written policies implementing trauma informed practices, if available. If not applicable, include a written statement.
5	<input type="checkbox"/> 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). List must be Dated and include the following: <ol style="list-style-type: none"> Names Titles, Emails Phone Numbers Address and Terms
6	<input type="checkbox"/> Current Agency-Wide Organization Chart

7	<input type="checkbox"/>	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.
8	<input type="checkbox"/>	Job Descriptions that include all educational and experiential requirements
9	<input type="checkbox"/>	Resumes of any existing staff who will perform the proposed services (please <u>do not</u> provide home addresses or personal phone numbers), including any professional licenses .
10	<input type="checkbox"/>	A sample staff schedule for a month depicting staff shifts and hours
11	<input type="checkbox"/>	Brief narrative on Staffing Patterns
12	<input type="checkbox"/>	Safe-Child Standards Description of your agency's implementation of the standards (no more than 1 page)
13	<input type="checkbox"/>	Description of program space, if available
14	<input type="checkbox"/>	Additional photos and/or floor plans, if available are also welcomed
15	<input type="checkbox"/>	Summary of evaluation tools that will be used to determine the effectiveness of the program services (no more than 5 pages)
16	<input type="checkbox"/>	Signed Attestation Exhibit D
17	<input type="checkbox"/>	Proposed Program Implementation Schedule 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 Annex B Budget Form documenting anticipated budget (include signed cover sheet) Annex B: https://www.nj.gov/dcf/documents/contract/forms/AnnexB.xls Note: Expense Summary Form is auto populated. Begin data input on Personnel Detail Tab.
19	<input type="checkbox"/>	Applicant's Conflict of Interest policy

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

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

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.

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

Written inquiries will be answered and posted on the DCF website as a written addendum to the RFP at: <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.

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).

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

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
- 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 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. 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

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 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: _____