



State of New Jersey

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

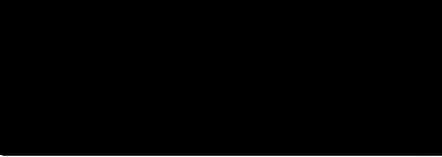
PHILIP MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

CHRISTINE NORBUT BEYER, MSW
Commissioner

February 9, 2022

Ironbound Community Corporation



Dear [REDACTED]:

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

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

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

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

Sincerely,

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

Christine Norbut Beyer, MSW
Commissioner

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

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

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

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

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

I. DEFINITIONS

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

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

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

Days means calendar days.

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

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

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Departmental Component means the Office of Contract Administration (OCA) as the unit within the Department responsible for the negotiation, administrative review, approval, and monitoring of certain social services and training Contracts or Agreements.

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

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

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

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

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

II. BASIC OBLIGATIONS OF THE DEPARTMENT

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

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

III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

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

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

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

- a. State and local laws relating to licensure; federal and State laws relating to safeguarding of client information;
- b. The federal Civil Rights Act of 1964 (as amended);
- c. P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive orders pertaining to affirmative action and nondiscrimination in public contracts;
- d. The New Jersey Law Against Discrimination (LAD) (N.J.S.A. 10:5-1 et seq.)
- e. The federal Equal Employment Opportunity Act;
- f. Section 504 of the federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap, and regulations thereunder;
- g. The Americans With Disabilities Act (ADA), 42 U.S.C. 12101 et seq.; and
- h. Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b)

Failure to comply with the laws, rules and regulations referenced above shall be grounds for Termination of this Contract for cause.

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

Section 3.04 Business Associate Agreements and State Confidentiality Statutes. DCF is a covered entity pursuant to the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C.A. §1320d et seq. (HIPAA); 45 CFR Parts 160 and 164. Before a Provider

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

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

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

Section 3.05 Business Registration.

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

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

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Section 3.06 Set-Off for State Tax and Child Support. Pursuant to N.J.S.A. 54:49-19, if the Provider is entitled to payment under the Contract at the same time as it is indebted for any State tax (or is otherwise indebted to the State) or child support, the State Treasurer may set off that payment by the amount of the indebtedness.

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

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

Section 3.08 Provider Certification and Disclosure of Political Contributions.

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

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

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

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

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.
- 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

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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, 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.

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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 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).

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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.

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

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contracts of less than \$100,000, or that expends within their fiscal year any amount of Federal or State financial assistance or Medicaid payments for providing services to Medicaid eligible individuals from fee for service contracts, to submit one of the following:

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

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

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

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

Section 3.14 Federal Davis-Bacon Act and New Jersey Prevailing Wage Act. Any Department Contract containing federal funds in excess of \$2,000 utilized for the construction, alteration, renovation, repair, or modification of public works or public buildings to which the federal government is a party or any Contract for similar work on public works financed with federal funds must comply with the federal Davis-Bacon Act, 40 U.S.C. section 276a et seq. The Davis-Bacon Act requires that the Provider must pay

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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, materially failed to comply with the terms and conditions of the Contract, or whenever the

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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 subcontract between the Provider Agency and its chosen subcontractor. The Provider

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Agency shall be responsible for all services performed by the subcontractor and all such services shall conform to the provisions of this Contract.

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

Section 5.04 Indemnification. The Provider Agency shall assume all risk of and responsibility for, and agrees to indemnify, defend and hold harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of the loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from (1) the work, service or materials provided under this Contract; or (2) any failure to perform the Provider's obligations under this Contract or any improper or deficient performance of the Provider's obligations under this Contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Contract.

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

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

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

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

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

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waive that right, power, or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

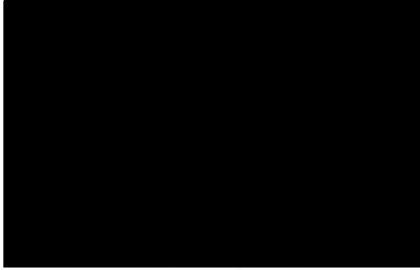
**STATE OF NEW JERSEY
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of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate.

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,

B 
(Type)

BY: 
(Type)

TITLE: Metro Business Manager
(Type)

TITLE: Interim Executive Director
(Type)

DEPARTMENTAL COMPONENT: DCF

PROVIDER AGENCY: JCC

DATE: 08/24/2022

DATE: 6/27/22

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

Please complete this form in its entirety

Incorporated Name of Applicant: Ironbound Community Corporation

Public
Enter X as appropriate

Private-for-Profit

Private-Non-Profit X

Federal ID No. [REDACTED] **Charitable Registration No.:** [REDACTED] **DUNS #** [REDACTED]
(if applicable)

Applicant Mailing Address: [REDACTED]

Contact Person: [REDACTED]

Phone Number: [REDACTED] **Fax:** [REDACTED] **Email:** [REDACTED]

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

County to be Served: Essex

Location of Service(s) to be provided (if known): [REDACTED]

Total dollar amount requested: \$214,285.00

Funding Period: From 1/1/2022 to 12/31/2024

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

Expansion of Domestic Violence programming for Ironbound community in Newark, NJ.

Authorization

Chief Executive Officer: [REDACTED]

Signature: [REDACTED]

Date: 11-16-21

CEO Email: [REDACTED]

**“Ironbound Breaking the Cycle”
Ironbound Community Corporation Proposal for American
Rescue Plan Supplemental Funding for Domestic Violence Services**

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I. Organizational History and Capacity

Mission

The Ironbound Community Corporation (ICC) is a multi-service, community-based nonprofit organization rooted in and representative of the ethnically diverse Ironbound neighborhood in Newark, New Jersey. ICC's mission is to engage and empower individuals, families and groups in realizing their aspirations and work together to create a just, vibrant and sustainable community. We envision an Ironbound community that is welcoming and fully inclusive, supporting equal and accessible opportunity and the quest for a better life. ICC focuses our services in three main areas: Youth and Family Programs, Early Childhood, and Advocacy and Organizing.

History

ICC was founded as a grassroots organization in 1969 by Ironbound neighborhood residents, community activists, and local parents in the aftermath of the Newark Rebellion. For over 52 years ICC has remained loyal to its grassroots legacy, infusing a progressive worldview with a fundamental strategy of collaboration. With a foundational belief in “justice and equality for all.”

Over the years ICC has continued to grow its development of resources for a wide range of community issues that affect the well-being of children and families. Our history is a storied tale of local issues and community responses which include battling the closing of firehouses, cleaning toxic sites and assisting residents in escaping dangerous home environments. In 1996, the ICC helped mobilize Save the Park at Riverbank (SPARK), a group of community residents who rallied to save a local park. The fight to save Riverbank was a shining example of the power residents have. This triumph motivated ICC to encourage the community to envision and shape

its own future through community development and planning. Working in concert with collaborators and partners, ICC uses an integrated approach to provide direct services and strong community organizing and advocacy to Ironbound residents.

Goals

Today ICC impacts the lives of thousands of Ironbound residents each year. On any average day ICC serves nearly 1,000 individuals, providing programs and services including early childhood care and education, parenting education and support services, domestic violence and mental health services, community development initiatives such as preservation of affordable housing, and social and environmental justice advocacy.

The majority of ICC's 5,000 annual clients are from low income and working poor households with low literacy levels, minimal formal education, and lack of English proficiency; they struggle with various family stressors such as: un/under-employment, undocumented legal status, high rates of domestic disputes and violence, and rising food and housing insecurity due to gentrification. Nearly 70% of children who attend our youth program live in households with incomes at or below the poverty line. To meet the needs of the community's most underserved, ICC operates with the following organizational goals:

- Address unmet needs and service gaps, particularly for under-served individuals and families;
- Support child development and strengthen families;
- Develop self-esteem, self-sufficiency and civic participation;
- Support the development of a just, tolerant, healthy and sustainable community; and
- Deliver programs in culturally sensitive and linguistically appropriate manners.

Experience and Services

For over fifty years ICC has operated programs to serve the Ironbound community. Throughout the years, ICC has operated many programs in collaboration with various State agencies, including afterschool programming funded through Family Friendly Center, and a State licensed child-care program. Additionally, the agency's Family Success Centers are operated in collaboration with the New Jersey Department of Children and Families and its Abbott Preschool is operated through funding from the Newark Public Schools. ICC operates Head Start and Early Head Start Programs funded through the US Department of Human Services.

Our current services include the following:

Community Development and Advocacy

For five decades ICC has helped build a healthy community by organizing and advocating for justice and a better quality of life. Our advocacy addresses environmental and climate justice, housing fairness, community planning and development, and urban agriculture through our Down Bottom Farms. We have addressed overcrowded schools, scarcity of parks, and significant environmental problems. Our major successes include:

- Producing nearly 100 units of affordable housing.
- Working successfully with colleagues and the City of Newark to develop and marshal the passage of a "Right to Counsel" ordinance that provides legal representation for low income residents in housing eviction court.
- Maintaining a leadership role in Newark Communities for Accountable Police.
- Successfully advocating for the most progressive Environmental Justice law in the country.

Children and Youth Services

Early Childhood Education: The Ironbound Early Learning Center is a 35,000 square foot state-of-the-art center that houses our Early Head Start (EHS) program that serves 72 children and

our nationally accredited Abbott/Head Start Preschool for 150 children. These programs enable us to service at-risk children and their families for up to 5 years, ensuring that our young community residents are prepared for success in school.

Out-of-School Time Programming: For more than 35 years we have offered the Ironbound Summer Arts & Recreation (ISA&R) program that provides stimulating summer enrichment programming with thematic learning delivered through the arts, social sciences, and experiential learning activities. Additionally, we serve up to 800 elementary children per summer through our school-based Summer Plus summer enrichment programs. We also provide after-school programs at the Hawkins Street School. During the Pandemic, we operated the Lafayette Remote Learning Program, a full-day childcare program and academic learning site for children to participate in virtual learning during the time that schools were closed due to the pandemic.

Domestic Violence: In an effort to address the cyclical nature of abuse, ICC also provides key youth services to children who live in households affected by domestic violence using the NJ Physicians Advisory Group “YES! You Can” youth curriculum. In 2019 and 2020 78 youth participated in these services. ICC has found great success in this programming; 85% of children who participated reported learning about making positive life choices, healthy relationships, and self-esteem. Using pre- and post- tests to assess change, ICC found that the majority of students placed greater importance on key topics after completing the program, including:

- The percentage of children who said it was “important” or “very important” to set short term and long-term goals increased from 40% to 100%;
- The percentage of children who said it was “important” or “very important” to understand how bad decisions can impact them in the future increased from 0% to 100%;

- The percentage of children who said it was “important” or “very important” to have good self-esteem increased from 0% to 100%;
- The percentage of children who said it was “important” or “very important” to resist peer pressure increased from 0% to 47%.

In addition, prior to the program, 100% of participants said it was only “somewhat important” to know the difference between healthy and unhealthy relationships; this grew to 76% after completing the program. Parents have also shared with ICC that their children seem more confident in speaking up for themselves after completing our YES! You Can program.

Family Services and Adult Education

ICC’s Family Services are primarily delivered through our two Family Success Centers that provide a range of services and programs to support families. In 2020 our Family Success Centers served over 1,700 families, providing wraparound services including: parent-child activities, health services, parenting education, and women’s support groups, family literacy, clothing distribution, weekly fresh produce (food) distribution, and other services that focus on the welfare of children and families. Specific programming offered through our Family Success Centers includes:

***Domestic Violence:* Over the past four years, with the support of Victims of Crime Act funding, ICC has developed the Ironbound: Breaking the Cycle domestic violence program that provides critical services to adults and families who are or may be experiencing domestic violence.** Using a strengths-based approach ICC has provided Ironbound residents and their families with ongoing case management, therapy and mental health services, family (parent and child) activities that focus on family unity and bonding, workshops on domestic violence topics, and support groups, in addition to the YES! You Can youth program. Our staff assists

victims of domestic abuse, sexual assault, and crime in a trusted, friendly, professional, culturally sensitive, and linguistically appropriate manner. Despite complications and challenges associated with the COVID-19 pandemic, ICC was able to continue providing these services, both in-person and remotely, and staff were integral in helping residents navigate changing processes (i.e., accessing virtual courts).

Employment and Education: ICC offers a range of programming for adults looking to build skills for employment opportunities, greater community engagement, and personal growth. Services include citizenship test preparation classes and English as a Second Language workshops. Employing an innovative strategy, our English as a Second Language skills are taught in tandem with civics lessons. More than 1,000 individuals have benefited from our citizenship classes.

Parent Support: Our classes also enhance the ability of parents to interact with and support their children's academic needs. ICC's parenting courses offer families the chance to engage with each other around the challenges they face raising children. These courses use the evidence-based Active Parenting curriculum, implemented over several months, to help parents develop strategies around topics such as bedtime routines, discipline, and child nutrition.

Economic Empowerment: ICC maintains a Financial Opportunity Center, which is based on a national model created by the nonprofit Local Initiatives Support Corporation. The program blends benefits screening, financial coaching, and job development and placement. These services work towards getting individuals to the point in life where they can think about building wealth and long-term goals such as advancing their education, starting a business, or owning a home. In addition, an annual free tax program serves 1,500 households and delivers up to \$3.5 million in annual refunds including EITC refunds.

Immigrant Justice: We provide direct services and advocacy to community families and

Deferred Arrivals for Childhood Actions (DACA) participants. Services include “know your rights” information and education, emergency planning in case of deportation, translation of vital documents, and referral services to Essex Newark Legal Services and immigration lawyers, family counselors, and other support services.

Workshops: ICC offers a host of independent workshops, bringing in outside resources or leveraging our staff expertise to meet community needs. These address topics such as financial literacy, family health, children’s asthma, life-skills, and environmental issues.

Results: Our programs have achieved highly positive results, benefiting the community we serve. These include:

- Pass rate of nearly 100% on ICC’s citizenship test classes - one of the highest pass rates in programs of its kind.
- Provided 2 million meals during the Coronavirus Pandemic, including the distribution of fresh produce and non-perishable food to 1,600 families weekly (in partnership with
- Table to Table, the Community Food Bank of New Jersey, the Salvation Army and Newark Working Kitchens).
- Placement of 90 residents in new jobs in 2018 with average wages of \$16+ an hour.
- Provision of free tax assistance annually to 1,000 households which received nearly \$3 million in refunds, including from the Earned Income Tax Credit.
- **Support of more than 230 domestic violence survivors in 2020 alone, ensuring they received access to the expertise, support, and mental health services.**

Governance Structure and Administrative Management

ICC is supported by Executive Director [REDACTED], Chief Financial Officer [REDACTED], [REDACTED], Deputy Director of Organizing and Advocacy [REDACTED], Director of our

Early Learning Center Grace Blanco, other administrative staff, and 104 additional employees.

ICC is overseen by a ten-person Board of Trustees that is representative of the diverse community that we serve. ICC is committed to cultural inclusivity and diversity. Founded by Ironbound neighborhood residents, it is very important to the agency that our organization reflect the community withing which we work. To accomplish this, ICC's Board of Trustees is comprised of community members and representatives from its programs. Additionally, ICC places emphasis on recruiting and retaining staff representative of the community that we serve and fluent in Spanish and Portuguese which ensures the agency's ability to provide services to the community in a culturally sensitive manner.

ICC is committed to operating its domestic violence programming with a trauma informed approach and moving toward implementing agency-wide policies for all programs. ICC ensures that the case manager and therapist of the Ironbound: Breaking the Cycle Program complete 40 hours of domestic violence training, which includes counseling skills and safety planning, immigration and domestic violence, psychology of victimization, implicit bias and domestic violence, and other important topics. Safety and security are top priorities for the program which operates out of the agency's headquarters at [REDACTED]. The facility is easily accessible to the Ironbound Community and is inconspicuously located on a primarily residential street. The Breaking the Cycle Program has program space located on the second floor of the building and is the only community program located on the second floor. This was done intentionally to help protect the privacy of the community members participating in the program,

The program utilizes the Protective Factors framework and a strength-based approach in empowering clients and creating treatment plans. Another important element to the program is the adult support group, which offers clients the opportunity to connect with one another and then

move forward to become advocates in the community. ICC offers programming in a culturally sensitive manner and has extensive experience in providing services to vulnerable population

II. Need and Impact

Problem Statement

“I want him to stop hitting me but I am scared to call the police” - Anonymous adult affected by domestic violence in our community

Despite only making up 35% of the Essex County population, in 2019 Newark residents accounted for 51% of the domestic violence cases in the county. Newark was the most impacted city in the county, leading the second highest (East Orange City) by over 2,000 incidents. 129 Newark victims were elderly (over the age of 60 years) and 22 were disabled. The severity of this issue is compounded by the number of unreported cases; research indicates that only a fraction of domestic violence incidents are ever reported. Victims have many different reasons that they do not report. Many fear for their safety, feel the issues are private matters, do not trust the authorities to protect them, and/or are unaware of local resources. Another significant reason victims do not report incidents is that immigrant families fear the criminal justice and deportation system. For these reasons, the Ironbound’s cases are likely significantly under-reported as the majority of ICC’s clients are low-income, members of a minority group, immigrants, and/or undocumented individuals.

“My mom cry a lot, my dad kick her.” - Anonymous 5 year old youth affected by domestic violence in our community

This violence has led to traumatic childhood experiences for many Ironbound children. In 2019, 888 youth in Newark were impacted by reported domestic violence incidents, and many more live in dangerous households where incidents have not been reported. There are few supports

to help these children process their experiences or assist their families in breaking free from the Cycle of Abuse. Research shows there may be generational impacts as well - children who are exposed to domestic violence in their childhood are more likely to use violent behavior as a way of life.

The COVID-19 pandemic has only compounded the high rates of violence and led to a domestic violence crisis in Newark. Since the start of the pandemic ICC has seen a 21% increase in domestic violence cases compared to the previous year. Reasons for this may include a reluctance of victims to leave abusers at this time, job loss, challenges accessing public resources, lack of transportation or fear of using public transportation, lack of technology, and lack of skills to use technology.

ICC is requesting ARP Supplemental funding to support the expansion of our *Ironbound: Breaking the Cycle* program that will promote awareness of domestic violence and services and offer advocacy, education, case management, legal services, therapy/mental health services, and youth and family programming to those in need of support.

Needs Statement

People of all races, cultures, genders, sexual orientations, and incomes experience domestic violence. However, communities of color and other marginalized groups are disproportionately affected. Issues of domestic violence cannot be addressed without also addressing social factors, particularly in the context of the COVID-19 pandemic which has increased risk factors for domestic violence such as instability in employment and housing, lack of safe and stable childcare, and decrease in overall social support. Job loss and unemployment rates have increased among women of color, immigrants, and workers with low educational attainment. These stressors can exacerbate the financial entanglement victims have with an abusive partner, making

it more difficult to leave because they cannot financially support themselves.

Many Ironbound residents, and most of ICC clients, come from underserved and vulnerable populations. Census data reveals that 31.1% of Ironbound households have an income less than \$25,000 and 57.0% - well over half the population - makes less than \$50,000 annually. Approximately 1 in every 10 residents (11.1%) makes less than \$10,000 each year. Educational attainment is low; 32.4% of adults have less than a high school diploma, more than triple the state rate of 10.2%, and the vast majority of residents - 75.2% - do not have a college degree. This low rate of educational attainment prevents many residents from securing stable employment - even prior to the pandemic 41.2% of residents aged 16+ years were not in the workforce. In addition, Ironbound residents are electronically isolated from the world; 39% do not have a cellular data plan and 41% do not have Broadband or Wifi access.

Members of the Ironbound community also face a pervasive threat of gun violence. Data from February 2021 shows that Newark City ties Camden and Paterson for the highest incidence of gun violence in the state. Throughout the COVID-19 pandemic the number of shootings in Newark has increased and the number of firearms recovered by Newark authorities increased 31% from the same time period last year. Ironbound residents have experienced incidents in which guns are used to harm, threaten, or imply threat to victims by their abusers.

Other factors put Ironbound residents at a heightened risk of domestic violence:

Minority victims: The Ironbound has welcomed new waves of immigrants with each passing decade. Currently 17.2% of Ironbound residents identify as Black and 46.7% identify as Latinx. This last percentage may be a significant undercount since many Ironbound residents are undocumented. A study by Feminist Majority Foundation's Choices Campus Campaign states that African American females experience intimate partner violence at a rate 35% higher than

that of white females, and about 2.5 times the rate of women of other races. This population is also less likely than white women to use social services, women's programs or seek medical treatment because of domestic violence. Latinas, particularly Latina immigrants, face similar challenges. Culture has a profound and significant influence in the decisions and actions abused Latina women have to consider. Religious beliefs, cultural gender roles, and inaccessibility to information and resources in their native language all contribute to these decisions. In addition, research in the Georgetown Journal on Poverty Law and Policy found that 48% of Latinas report that their partner's violence against them increased since they immigrated to the United States¹⁰.

Non-English speaking victims: Over half (50.7%) of Ironbound residents were born outside of the United States and of these, nearly 23% entered the United States after 2010. The vast majority (72%) of these residents immigrated from Latin America. 73.5% of residents over the age of five speak a foreign language, typically Spanish (43%) or Portuguese/other Indo-European languages (29%) at home. 43% of residents reported that they did not speak English very well. The United States Citizenship and Immigration Services states that immigrants are particularly vulnerable to domestic violence because they may not speak English, are often separated from family and friends and may not understand the laws of the United States. For these reasons, immigrants are often afraid to report acts of domestic violence or seek other forms of assistance and remain in abusive relationships. ICC is aware of these challenges and provides services in both Spanish and Portuguese - we are the only organization in the Ironbound that does so.

Child victims: Many children exposed to violence in the home are also victims of physical abuse, placing them at serious risk for long-term physical and mental health problems. Children who witness domestic violence are at similar risk and may be at greater risk of being

violent in their future relationships. Compounding their challenges, nearly 70% of youth who participate in ICC services live in low-income households where resources are stretched thin.

Other vulnerable populations: ICC is committed to offering services to all Ironbound residents in need of help, including any who are developmentally disabled, elderly, military service members, and/or are a part of the LGBTQ community. Over 14% of Ironbound residents live with a disability and nearly a third of residents (30%) do not have health insurance. 27% of residents are 60+ years old.

ICC was founded as a direct response to these challenges and we continue to serve the evolving generations of low-income and immigrant families in our community. Through our daily interactions with thousands of families each year and particularly through our youth and family programming, we have directly witnessed the increasing magnitude of the domestic violence problem among families. This is not a problem we can ignore, so ICC has been providing counseling, support, and referrals to service providers, legal services, health clinics, and the Essex County Prosecutor's Office of Victim Services. More importantly, as a grassroots organization and strong advocate for our community, ICC has been and continues to be a trusted safe haven to our families.

Newark stakeholders agree that the ICC approach to domestic violence is the best suited for the population. According to a recent poll, the majority of Newark Public Safety Collaborative (NPSC) data analysts, social workers, policy makers and practitioners believe that facilitating survivor's access to local service providers as well as increasing public awareness are critical outcomes of the NPSC Domestic Violence Campaign. NPSC also underscores the necessity of our work; monthly analyses show a higher incidence of incidents this year as well as an increase in strangulations and aggravated assaults during the summer months.

Given the crisis in our community, our trusted relationship with the Ironbound and our ability to launch effective, high quality programs, we are well-positioned to continue the *Ironbound: Breaking the Cycle* program. Therefore, we are requesting ARP Supplemental funding in the amount of \$214,285 to provide services to 75 families annually over a 3-year program period.

III. Program Approach

Launched in 2018, the *Ironbound: Breaking the Cycle* program provides support to survivors of domestic violence and their families to help them establish a stable, sustainable, violence-free life and healthy relationships. ICC launched the *Ironbound: Breaking the Cycle* program in response to a significant community need for support of domestic violence survivors. ICC ensures that the program is offered to residents in a trusted, friendly, professional, culturally sensitive, and linguistically appropriate manner. The *Ironbound: Breaking the Cycle* program provides a holistic approach to supporting survivors, which includes case management, referrals, connection to resources and housing, therapeutic services for adults and children affected, workshops for adults and children, and support groups. In 2020 alone, the *Ironbound: Breaking the Cycle* program has supported more than 230 domestic violence survivors.

The *Ironbound: Breaking the Cycle* program supports individuals (both men and women) to transition from abusive relationships to independent lives. The program assists clients every step of the way including: filing a restraining order and a victim impact statement, coordinating temporary housing, placement in long term housing at safe houses, providing assistance in securing benefits and resources, help in finding jobs and job training, legal services through partners and overall support for the family including crisis counseling for both the survivor and children. Additionally, we offer education for the children of our survivors on developing healthy

relationships and boundaries through the *Yes You Can* curriculum. These classes focus on healthy relationships, improved communication with family members, developing healthy self-esteem, boundary setting in relationships and more. At the same time, the parents in our program participate in Active Parenting, which covers many of the same topics and helps them understand the impact of domestic violence on their children. ICC also hosts a series of domestic violence related psychoeducational and resource-focused workshops to further equip adults to foster independence. These educational programs are critical to understanding healthy relationships and breaking the Cycle of Abuse.

Key Program services will include:

Case Management for Adults and Youth

Intake: Adults and youth will be referred to the program through partnerships (i.e., Newark Police Special Victims Unit), ICC awareness and advocacy events (i.e., Purple Thursday), or come in through their own volition. The ICC Case Manager will provide an intake for each client, which will include a 1:1 workshop on the Cycle of Abuse, a Protective Factors survey, a Biopsychosocial survey, Safety Plan and a Family Needs Assessment to determine the next steps for each client.

Case Management/Assistance: The Case Manager will create individualized client stabilization plans to ensure each client has a pathway to independence. The Case Manager will also provide individual workshops on the complicated systems through which clients can receive help, including the legal system, local housing assistance and financial benefits assistance available to clients such as Supplement Nutrition Assistance Program (SNAP) and Temporary Assistance for Needy Families (TANF). ICC is often the first stop for many domestic violence

victims and we provide them with the information and support they need to navigate the complexities of fighting for safety and independence.

The Case Manager will assist clients in completing the paperwork that is necessary to follow their individualized stabilization plans. This may include assisting clients with filing restraining orders; applying for financial, medical, or housing assistance through the VCCO office; and writing Victim Impact Statements for wage loss compensation. The Case Manager will also oversee the provision of bus tickets and cab fare for individuals who need transportation to attend relevant scheduled appointments.

Referrals and Connections: The Case Manager will refer clients to other ICC services and will leverage ICC's network of local partners and collaborating organizations to provide our clients with the assistance they need. ICC has experience in coordinating the following services: long term housing, legal services, emergency food assistance, provision of household essentials (e.g., diapers, hygiene products), provision of technology and/or Internet access, job training and placement, medical services, mental health services, childcare, access to a safe house or other temporary housing, and tax preparation services.

Therapeutic Services

The Licensed Therapist will provide 45-minute individual or family therapy sessions for adults and youth. Therapy sessions will occur regularly as needed - either weekly, biweekly, or monthly- as assessed by the Licensed Therapist. This work will utilize best-practice strategies in addressing domestic violence including Cognitive Behavioral Therapy, Trauma-Focused Cognitive Behavioral Therapy, Post-Traumatic Stress Disorder Therapy, and Art Therapy.

Safety Planning: All clients receiving therapy will have the opportunity to review their individualized safety plan with the Licensed Therapist.

Adult Group Services

Support Groups: The Licensed Therapist or other skilled staff will lead multilingual support groups. Clients will have the opportunity to share their stories, connect with one another, and build a community of support through facilitated sessions. Groups will learn a variety of skills to stabilize their home environment, build self-esteem, foster financial stability, and cope with trauma due to domestic violence.

Monthly Domestic Violence Psychoeducational Workshops: ICC will host monthly adult workshops on topics directly related to domestic violence and the process of Breaking the Cycle of Abuse. Topics may include: recognizing the signs of domestic violence, information on local resources, understanding the effects of trauma, and learning coping mechanisms.

Parenting Workshops: ICC will offer two annual parenting workshops utilizing the evidence based Active Parenting curriculum. The Active Parenting model is largely based upon Adlerian psychology which includes the importance of mutual respect between people, and an emphasis on cognitive-behavioral approaches to change, personal choice, and responsibility. The workshops utilize methods to support and prepare families through “every stage, every step” of their child’s development. In addition, Active Parenting includes communication theory to teach active listening, empathy for others, feeling recognition, and problem-solving.

Family Group Services

The *Ironbound: Breaking the Cycle* program will also include a series of three annual family workshops and activities that are designed to promote relationship-building skills and bonding. Workshops may include: group counseling sessions; activities on the ICC Farm such as pumpkin carving; concerts and other fun field trips; forum discussions on topics such as

communication or the effects of trauma; and awareness activities like Purple Thursday advocacy events.

Parent Advisory Board

As a grassroots organization, it is important to ICC that our programming include feedback and leadership from the community, including the clients we serve. The *Ironbound: Breaking the Cycle* program will establish a Parent Advisory Board to meet monthly that will plan and coordinate program activities and strengthen the program's connection with collaborators and the Ironbound community. This group will participate in community outreach activities including tabling at awareness events such as Purple Thursday. The Parent Advisory Group will also assess program progress and participate in the program evaluation process.

Community Outreach

The program will conduct outreach to the most vulnerable communities within the Ironbound through various channels such as social media, mass-mailing, posting flyers, faith-based channels, community-based organizations, schools and ethnic media. Our clients, including those serving on the Parent Advisory Board, will participate as advocates for their own community. They will assist ICC staff in outreach efforts, including tabling efforts during awareness and advocacy activities such as Purple Thursday events. These efforts will provide the community with a better understanding of what domestic violence can look like and how to access resources.

Partnership, Collaboration, and Coordination of/Linkages to Services

ICC has developed partnerships with organizations that can provide resources to fill gaps in services. Our primary partners for the *Ironbound: Breaking the Cycle* program include:

Essex County Family Justice Center screens and conducts initial intake for domestic violence victims seeking multidisciplinary services. For individuals presenting with medical or behavioral

health needs, its Health Navigator will conduct medical and behavioral health assessments utilizing validated behavioral health and medical screening and assessment instruments, including psychological trauma as well as drug and alcohol use and non-fatal strangulation injuries.

Essex-Newark Legal Services' mission is to provide access to justice to the low-income community by delivering effective legal assistance on the most critical issues in a manner that advances client and community empowerment. To carry out its mission, ENLS is divided into substantive law units staffed with specialists that include: Housing-Income Maintenance, Health, SSI Disability Law, Consumer, Elder and Family Law. ENLS will partner with ICC to program pro-bono services to Ironbound: Breaking the Cycle clients who are unable to access legal aid due to financial circumstances.

Rachel Coalition, a division of Jewish Family Service of MetroWest New Jersey, provides a variety of services to victims of domestic violence in Essex County. *Ironbound: Breaking the Cycle* partners with Rachel Coalition; they will provide the 40-hour domestic violence training; legal services, assistance in obtaining restraining orders and support groups.

Organizations that will refer to ICC include:

Newark Police Department Special Victims Unit connects clients with ICC services. When a victim files a restraining order against an abuser the unit contacts the Ironbound: Breaking the Cycle Program Manager to assist the victim in providing a victim statement.

The Salvation Army of New Jersey, a social services agency operating in the Ironbound will refer clients to the program.

Newark Health Department will refer individuals who appear to be victims of domestic violence to ICC. We have a strong working relationship with the Newark Health Department.

Essex County Family Justice Center provides services to individuals who have experienced

domestic violence, and refers to ICC when our services assist victims in accessing supports.

Services will be offered Monday through Friday during the hours of 10:00 am to 8:00 pm. Program Staff will alternate on-call shifts in order to provide emergency services outside of office hours. The program operates out of ICC's main program site located at [REDACTED], [REDACTED]. This site is located in the Ironbound section of Newark. The building is inconspicuously located on a primarily residential street. This facility houses the following programs and services: *Breaking The Cycle* Domestic Violence Program, Family Success Center, Financial Opportunity Center, Environmental Justice and Community Development. *The Ironbound: Breaking The Cycle* program has Program Space located on the second floor of this building and is the only community program located on the second floor. This was done intentionally to help protect the privacy of the community members participating in the program. Additionally, our first-floor entrance area has a designated and private reception area for clients to allow for confidentiality. All client records are stored in locked cabinets and offices and only accessed by appropriate program staff. All clients referred to the *Ironbound: Breaking the Cycle* Program will be offered an intake session and the choice to continue in the program.

IV. Staffing and Personnel

The *Ironbound: Breaking the Cycle* program will be appropriately staffed to implement the program plan with fidelity. Staff will include a Program Manager with a degree in Social Work or related field, 1 full-time Case Manager, a Licensed Therapist consultant, volunteer Social Work students and general program volunteers overseen by the Program Manager. Staff will have prior experience working with people that have experienced domestic violence.

The Program Manager will oversee the administrative, staff management, and much of the evaluative and reporting responsibilities of the program. The Case Manager will assess clients

through intake and help them develop individualized plans of action. Education about the Cycle of Abuse, resources, and hotline will be provided by the Program Manager and Case Manager. The program's contracted Licensed Therapist will provide therapy to stabilize the mental health of families impacted by the abuse. The program has been designed so ICC will regularly assess services according to clear metrics and outcomes, allowing leadership to modify the program as necessary to address the direct needs of clients. Staff will participate in ongoing staff development and utilize best practices to ensure the program can maximize positive outcomes.

Safety is the utmost priority for ICC we are committed to implementing procedure that mirror the Safe-Child Standards. All potential staff and volunteers are subject to a series of background checks, including an internal background check, clearance through the National Sex Offender Registry and finger printing. All staff and volunteers must pass these background checks before they have any unsupervised contact with ICC clients. Absolutely no employee or volunteer is ever alone with clients, especially children, until they have cleared all levels of this review process. In addition, the Case Manager and contracted Licensed Therapist receive 40 hours of domestic violence training. ICC ensures all hiring and staffing documentation is securely maintained and is readily available at all times. Staff will include:

Ironbound: Breaking the Cycle Program Manager (TBD): The full-time Program Manager will have a degree in Social Work or related field with more than 4 years' experience dedicated to the well-being of children and families and broad work experience with vulnerable families including working with victims of domestic violence. ICC will have a significant preference for candidates that speak English, Spanish and Portuguese. This position requires effective leadership skills and an ability to work with a dynamic team to initiate and engage residents in a wide range of activities and services. Job duties will include: program recruitment;

facilitating program workshops including adult workshops, parenting classes, and youth programming; leading the Ironbound: Breaking the Cycle Parent Advisory Committee; staff training and supervision; and leadership of the program team. The Program Manager will be trained in the Active Parenting curriculum and in implementation of ICC psychoeducational adult workshops. The Program Manager is also responsible for reviewing evaluation data, budgeting and reporting of the program. The Program Manager will complete 40 hours Domestic Violence training once hired.

Case Manager: The ICC Case Manager, will work closely with the Ironbound: Breaking the Cycle Program Manager to coordinate, manage and work collaboratively with diverse staff members, coordinate key events and activities and help deliver direct case management services to domestic violence clients, including service referrals. The Case Manager is responsible for coordinating and conducting outreach to enlist engagement from a wide spectrum of people in the community including public housing tenants, new immigrants, families, longtime residents, and members of the LGBTQ community across a broad spectrum of issues (i.e. parenting skills, health, mental health, youth activities, environmental justice, etc.). The Case Manager will have experience conducting case management work for at-risk populations, including victims of domestic violence. They will have completed 40 hours of domestic violence training.

Licensed Therapist (Part-Time) Consultant: ICC will consult an external Licensed Therapist to provide key mental health services through the Ironbound: Breaking the Cycle program. This position will not be staffed through ICC. The therapist is responsible for supporting victims and helping them develop the skills needed to stabilize their mental health. This position will provide individual and family 45-minute therapy sessions to program clients and will conduct monthly support group sessions. The Therapist will have experience offering Cognitive Behavioral

Therapy, including Trauma-focused, Post-Traumatic Stress Therapy, and Art Therapy. A candidate that speaks English, Spanish, and Portuguese and has completed 40 hours of domestic violence training is preferred.

Volunteers: The program will engage up to twelve Kean University student volunteers annually. Four volunteers will serve the program for an average of 64 hours per week over each semester and summer of the year. Each will be students who are working to obtain their degree in social work or related field. These volunteers will work closely with the *Ironbound: Breaking the Cycle* Program Manager and staff to coordinate, manage and work collaboratively on key events and activities. Volunteers will assist in providing services to the community, including linkages to referral services, case management, and group and individual support. *Ironbound: Breaking the Cycle* will also have volunteers to assist with food delivery/pick up for program clients. The Program Manager will onboard each volunteer to identify their individual qualifications, experience, and professional training to ensure they provide assistance with services they are adequately trained to perform.

V. Program Implementation Schedule

ICC has operated the *Ironbound: Breaking the Cycle* program since 2018 and is seeking funds. The program has gone through a brief transition due to loss of funding. However, we have secured new funding and are reinitiating and expanding the program after a two month pause. ICC anticipates program reimplementation to take place in December of 2021. Program procedures, goals and objectives, curriculum, workshop content, partnerships, and infrastructure for the program already exist and are continuously evaluated and updated. The agency is currently recruiting a new Program Director to be in place for program implementation, and also partners with Kean University to recruit volunteers studying social work and related fields. As a result, the

agency is fully equipped to serve its target population. Upon contract execution, ICC will begin program outreach to the community and to accept referrals from the above-mentioned organizations. The program will begin intake and case management immediately.

VI. Outcome and Evaluation

ICC has identified methods that will be used to measure the process and assess the impact of the *Ironbound: Breaking the Cycle* program. The Program Manager will be responsible for reviewing and reporting all data collected to ensure fidelity to the program design and to measure positive outcomes. The Program Manager will also be responsible for all required reporting related to ARP Supplemental funding. ICC has record-keeping and tracking mechanisms in place to ensure all relevant data is continuously collected, reviewed, analyzed, and used in program decision-making and continuous improvement efforts. The Evaluation Plan, including data collection and performance measures, is as follows:

Records

Intake Data and Demographics: The Case Manager will collect demographic information such as race, ethnicity, and household income status to obtain insight into program clientele.

Attendance/Service Utilization Records: Staff will be required to record and report the attendance and service utilization of all program services electronically. This will include client attendance in or utilization of intakes, case management appointments, therapy sessions, adult workshops and support groups, youth programming, family workshops, advocacy work, transportation assistance, and Parent Advisory Board meetings.

Outreach Records: Staff will maintain records of outreach including: materials such as flyers and event schedules; communications with community members and collaborating agencies; and outreach efforts conducted by both ICC staff and the program clients/participants themselves.

Assessments and Plans

Protective Factors Survey (Pre- and Post-): The Case Manager will assist all clients in completing a pre- and post- protective factors survey to measure family function and resiliency, social emotional support, concrete support, child development and knowledge, and nurturing.

Biopsychosocial Assessment: The Case Manager will assess each client through biopsychosocial assessment to gather key contextual information such as client/family medical history, social and cultural information, and prior experiences with domestic violence.

Individualized Client Stabilization Plans: The Case Manager will develop individualized stabilization plans for each client and note progress.

Data, Assessment (and Response) Plans (DARP): The therapist will utilize focus charting to make clients' concerns and strengths the focus of care. Progress will be noted when a client is able to reach an intended therapeutic goal.

Adult Workshop and Support Group Surveys: Clients who participate in support groups and workshops through the Ironbound: Breaking the Cycle program will complete surveys to assess changes in their self-esteem, self-confidence, decision-making, parenting skills, and abilities to recognize indicators of abusive relationships.

Safety Plans: A safety plan is a personalized plan to improve clients' safety while experiencing abuse, preparing to leave an abusive situation, or after they leave. This plan includes vital information tailored to each client's situation and will help them prepare for different scenarios.

Client Feedback

Client Experience Surveys: The Case Manager will survey each client on their experiences, including those that indicate barriers or concerns about getting help. This data will help us

evaluate community need for services and identify barriers that impede clients from obtaining services. Results from this feedback will drive ICC advocacy and other work.

Parent Advisory Board Meeting Minutes: Clients will become members and program staff will facilitate the Parent Advisory Board and also keep monthly minutes. The Board will gather direct family feedback on services provided to clients and their children.

Follow-Up Client Impact Surveys: ICC will survey clients six-months and one-year after they have completed their participation in program services to assess long term impacts such as the likelihood of reporting an incident, increased ability to speak about their challenges, and how they rate their self-esteem. As a part of this survey ICC will ask clients to provide feedback on the programming.

VII. Leveraging and Sustainability

ICC seeks ARP Supplemental Funding to support its already existing program. ICC has operated *Ironbound: Breaking the Cycle* since 2018 and is in the process of reinstating and expanding the program with \$217,500.00 in funds obtained through funding from the Healthcare Foundation of NJ and VOCA. ARP Supplemental Funding will allow us to expand the program to better meet the need of the community by offering better and more ready access to legal services.

VIII. Budget

Year 1 – January 1, 2022 to December 31, 2022

Consultant and Professional Fees

Consultant - \$ 71,428

Attorney/ies- Funds will be used to cover attorney fees at a rate of \$200 per hour for a total of 357 in hours for the full year. Clients who are unable to access emergency legal services through Legal

Services, will be provided with this added support of a private attorney. ICC will cover the cost of legal services for the BTC program participants. Cost **\$71,428**.

All other program expenses are covered through other funding sources, including VOCA and the Healthcare Foundation of New Jersey.

Year 2 – January 1, 2023 to December 31, 2023

Consultant and Professional Fees

Consultant - \$ 71,428

Attorney/ies- Funds will be used to cover attorney fees at a rate of \$200 per hour for a total of 357 in hours for the full year. Clients who are unable to access emergency legal services through Legal Services, will be provided with this added support of a private attorney. ICC will cover the cost of legal services for the BTC program participants. Cost **\$71,428**.

Year 3 – January 1, 2024 to December 31, 2024

Consultant and Professional Fees

Consultant - \$ 71,428

Attorney/ies- Funds will be used to cover attorney fees at a rate of \$200 per hour for a total of 357 in hours for the full year. Clients who are unable to access emergency legal services through Legal Services, will be provided with this added support of a private attorney. ICC will cover the cost of legal services for the BTC program participants. Cost **\$71,428**.

Appendix

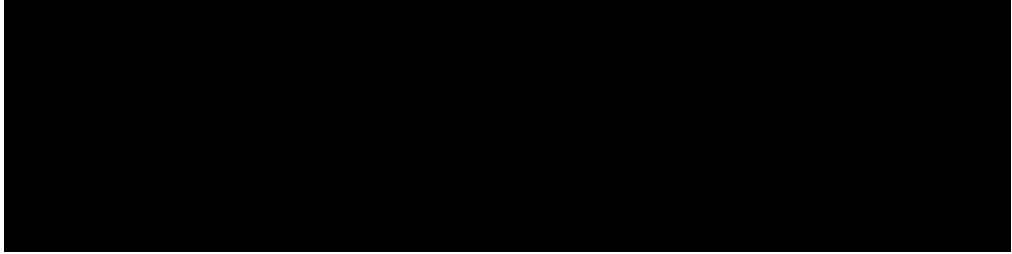
Supporting Documents

ICC Board of Directors Contact Information

Name	<u>Amorliz Arce, Board Treasurer</u>	<u>Ana Isabel Baptista</u>
Title	Director, Finance	Assistant Professor of Professional Practice
Company/Organization	Prudential	[REDACTED]
Org. Physical Address	[REDACTED]	[REDACTED]
Cell Phone Number	[REDACTED]	[REDACTED]
Other Phone Number	N/A	[REDACTED]
Email #1:	[REDACTED]	[REDACTED]
Email #2:	[REDACTED]	[REDACTED]
Term:	Year 1 of 2	Year 2 of 2
Name	<u>Bill Good</u>	<u>Yolanda Hernandez</u>
Title	Senior Organizer	
Company/Organization	Greater Newark HUD Tenants' Coalition	
Org. Physical Address	[REDACTED]	[REDACTED]
Cell Phone Number	[REDACTED]	[REDACTED]
Other Phone Number	[REDACTED]	[REDACTED]
Email #1:	[REDACTED]	[REDACTED]
Email #2:	[REDACTED]	[REDACTED]
Term:	Year 1 of 2	Year 2 of 2
Name	<u>Hilda Mera</u>	<u>Johanna Moroch, Board Vice President</u>
Title	Co- Founder / CEO	Designer / Artist
Company/Organization	S & A Auto Repair LLC	New Jersey Institute of Technology
Org. Physical Address	[REDACTED]	[REDACTED]
Cell Phone Number	[REDACTED]	[REDACTED]
Other Phone Number	[REDACTED]	[REDACTED]
Email #1:	[REDACTED]	[REDACTED]
Email #2:	[REDACTED]	[REDACTED]
Term:	Year 1 of 2	Year 2 of 2
Name	<u>Khabirah Myers, Esq.</u>	<u>Rafaela Remelgado</u>
Title	Attorney	Preschool Inclusion Teacher
Company/Organization	[REDACTED]	[REDACTED] tion
Org. Physical Address	[REDACTED]	[REDACTED]
Cell Phone Number	[REDACTED]	[REDACTED]
Other Phone Number	[REDACTED]	[REDACTED]
Email #1:	[REDACTED]	[REDACTED]
Email #2:	[REDACTED]	[REDACTED]
Term:	Year 1 of 2	Year 1 of 2

Name	<u>Dawn Robertson, Board Secretary</u>	<u>Dave Robinson, RA, Board President</u>
Title	Executive Director	Board President
Company/Organization	Prudential Financial / PGIM Real Estate	SUAD

Org. Physical Address
Cell Phone Number
Other Phone Number
Email #1:
Email #2:
Term:

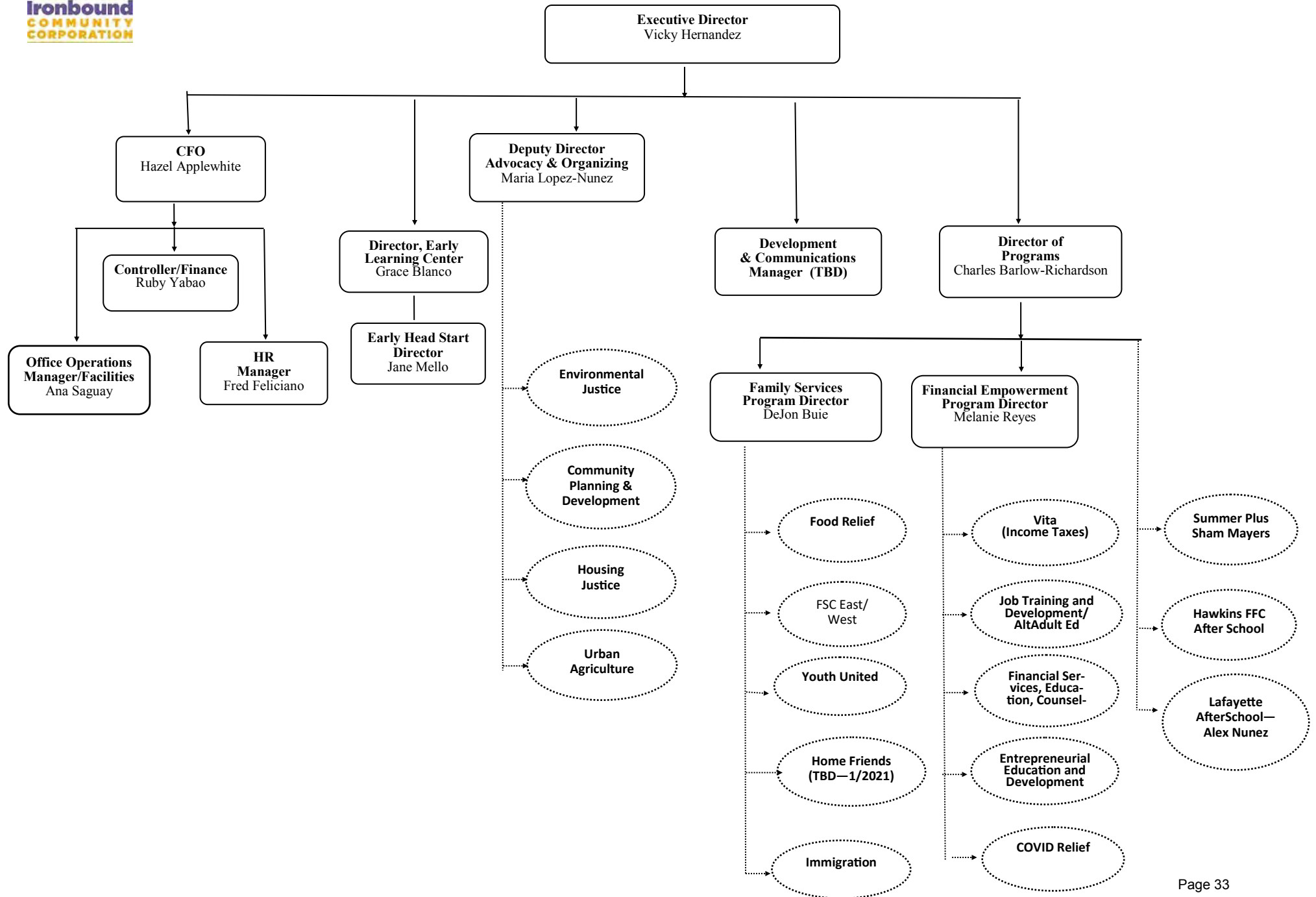


Year 2 of 2

Year 2 of 2



Ironbound Community Corporation Organization Chart 2021 (Revised 11/07/2021)





ST. STEPHAN'S GRACE COMMUNITY

Rev. Moacir Weirich

7 Wilson Ave., Newark, NJ 07105

(973) 465 2259 – pastormoacir@optimum.net

973-255-7961 - Cell

Facebook: St. Stephan's Grace Community - ELCA



November 13, 2021

[REDACTED]
Executive Director
Ironbound Community Corporation

Re: Letter of Support

Dear [REDACTED]

Please accept this letter of support from St. Stephan's Grace Community Church for Ironbound Community Corporation's (ICC) application for American Rescue Plan Supplemental Funding for Domestic Violence Services. This application is in response to the RFP released by the New Jersey Department of Children and Families – CFDA #93.671 released on 09/24/2021.

St. Stephan's Grace Community Church and ICC have worked together since ICC's founding over 50 years ago. We are not only partners, but neighbors located within walking distance from each other's respective locations. Like ICC, St. Stephan's has been working to serve community residents most in need, including many immigrants and poor individuals and families living in our neighborhood. It is through our collaborative relationship that we are better able to meet the needs of our community. If awarded this grant, ICC would be filling a much needed service gap in the Ironbound providing domestic violence support services for individuals experiencing abuse. Their program provides case management, connection to resources, referrals for legal services, resources for temporary housing, counseling, and education. If ICC receives this award, St. Stephan's would refer individuals experiencing domestic violence to ICC for this program.

We strongly support your efforts in obtaining this grant and look forward working with you in this important initiative as the community desperately needs this service.

Sincerely,

Rev. Moacir Weirich
St. Stephan's Grace Community Church

St. Stephan's Grace Community
The Rev. Moacir Weirich
7 Wilson Ave., Newark, NJ 07105
973-465-2259



DOING THE MOST GOOD™

... with your contributions of money, time and resources

THE SALVATION ARMY NEWARK AREA SERVICES

Nemin Jaya
Director of Administration
The Salvation Army
Newark Area Services
45 Central Avenue, Newark, NJ 07102
Phone: (864) 569-3670
Email: Nemin.Jaya@use.salvationarmy.org

November 13, 2021

[REDACTED]
Executive Director
Ironbound Community Corporation
[REDACTED]

Re: Letter of Support

Dear [REDACTED]:

Please accept this letter of support from The Salvation Army – NJ Division for Ironbound Community Corporation’s (ICC) application for American Rescue Plan Supplemental Funding for Domestic Violence Services. This application is in response to the RFP released by the New Jersey Department of Children and Families – CFDA #93.671 released on 09/24/2021.

The Salvation Army and ICC have worked together to provide a variety of services to individuals and families residing within Newark and Greater Essex County. It is through our collaborative relationship that we are better able to meet the needs of our community. If awarded this grant, ICC would be filling a much needed service gap in the Ironbound providing domestic violence support services for individuals experiencing abuse. Their program provides case management, connection to resources, referrals for legal services, resources for temporary housing, counseling and education. If ICC receives this award, The Salvation Army would refer individuals experiencing domestic violence to ICC for this program. We would also promote the program as needed.

We support your efforts in obtaining this grant contract to continue to provide vital services to seniors and we look forward to a continued relationship. We encourage the County of Essex to award funds to ICC to implement the Home Friend program.

Sincerely,

Nemin Jaya, MBA, PMP
Director of Administration, Newark



IRONBOUND COMMUNITY CORPORATION
Job Description Form

Program Name:	PROGRAMS
Job Location:	██████████ & Travel to other ICC locations
Job Title:	Director of Programs
Reports to:	██████████ Title: Executive Director

Hours:	FLSA Status	Type of position:	Other comments:
	<input checked="" type="checkbox"/> Exempt	<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Consultant/Contractor	
	<input type="checkbox"/> Nonexempt	<input type="checkbox"/> Part-time <input type="checkbox"/> Intern	

JOB DUTIES

The Ironbound Community Corporation (ICC) is a 50-year nonprofit organization whose mission is to engage and empower individuals, families and groups in realizing their aspirations and, together, work to create a just, vibrant and sustainable community. ICC strives to address the needs of our diverse, multi-lingual, multi-cultural community. Today, ICC serves more than 1,000 children and families every day with a wide range of programs and services. ICC also strengthens communities through advocacy, neighborhood organizing, and community development initiatives.

ICC seeks a Director of Programs, with a deep commitment to social justice, racial equity, and a demonstrated capacity to deepen the impact and effectiveness of our programs to support our community. They will work to ensure that our programs embody our values and principles of anti-racism and deep inclusion. ICC programs focus in the following areas: Youth Development, Family Services and Adult Education and Financial Empowerment. They will be responsible for working directly with program leadership to coach and develop them in meeting program goals, developing their programs and mentoring staff, in particular as it pertains to social justice application in program work. They will develop and implement program infrastructure, such as data systems and performance management systems. The Director of Programs will also work with ICC leadership to develop and implement new programs and initiatives over time. The Director will develop programs to have a deeply transformative impact on community.

ROLES AND RESPONSIBILITIES

- Work with Leadership Team and Program Managers to develop vision for programs, with a focus on social justice, racial equity, and empowerment.
- Develop and coach program leadership, to deepen level of program impact.
- Integrate Programs to work across the organization.
- Mentor and develop program leadership, ensuring functional areas continue to be led by strong mission aligned values, embodying social and racial justice.
- Oversee ICC’s programs, including Youth Programs (After-School Program, Summer Youth Programs, Family Friendly Center); Family Support Programs (Family Success Center, Breaking The Cycle Program and



Immigration Justice), and Adult and Education and Empowerment Programs (Financial Opportunity Center, VITA, Adult Learning).

- Supervise Program Directors/Managers, working with them to ensure they meet program goals and deliverables.
- Responsible for contract renewals and contract monitoring and management.
- Work with program leadership to develop annual program goals and plans.
- Facilitate program reviews and conduct audits of programs to ensure they are meeting goals.
- Works with program leadership to ensure timely and accurate reporting to funders.
- Mentor program leaders to develop their teams.
- Work to develop the infrastructure of programs, including data systems and performance management.
- Work with ED to represent programs with funders and external stakeholders.
- Assess community needs and potential for program expansion.
- Other duties as assigned.

JOB SPECIFICATIONS OR QUALIFICATIONS, SPECIAL WORKING CONDITIONS

- Alignment with ICC’s mission and values. Passion for social justice and lifting marginalized communities.
- A bachelor’s degree or higher and a minimum of 5 years’ experience in programs.
- Effective communicator.
- Track record for developing/improving programs with demonstrated results.
- Attention to detail and ability to meet deadlines.
- Ability to coach and develop staff.
- Embrace working with people of different racial and ethnic backgrounds.
- Works collaboratively with others and able to work as part of a team, both as leader and team member.
- Experience managing relationships with external stakeholders, such as funders.
- Results-oriented, self-starter, problem solver.
- Fluency in Microsoft Office Suite and database management.

ICC is an Equal Opportunity Employer and is committed to further building and maintaining a staff that reflects the full range and diversity of our community. We are looking for a diverse applicant pool and strongly encourage women of color, persons with disabilities, immigrants, members of the LGBTQ community, and people from low-income and working class backgrounds to apply.

If interested, please send a resume and cover letter with salary requirements to directorofprograms@ironboundcc.org with the subject line “Director of Programs”



IRONBOUND COMMUNITY CORPORATION

Job Description Form

Program Name:	Ironbound Community Corporation: Breaking The Cycle
Job Location:	[REDACTED]
Job Title:	CASE MANAGER
Reports to:	Title: Program Manager

Hours:	FLSA Status	Type of position:	Other comments:
	<input checked="" type="checkbox"/> Exempt	<input type="checkbox"/> Full-time <input type="checkbox"/> Consultant/Contractor	Some evenings and weekends
	<input type="checkbox"/> Nonexempt	<input checked="" type="checkbox"/> Part-time <input type="checkbox"/> Intern	

JOB DUTIES

The Ironbound Community Corporation (ICC) is a 50-year nonprofit organization whose mission is to engage and empower individuals, families and groups in realizing their aspirations and, together, work to create a just, vibrant and sustainable community. ICC strives to address the needs of our diverse, multi-lingual, multi-cultural community. Today, ICC serves more than 1,000 children and families every day with a wide range of programs and services. ICC also strengthens communities through advocacy, neighborhood organizing, and community development initiatives.

ICC is seeking a part-time Case Manger to manage and work collaboratively with diverse ICC clients, community partners, and other ICC programs geared toward the overall delivery of services encompassing but not limited to, two evidenced based curriculums, the YES youth-centered and the Active Parenting adult-centered curriculum, and help deliver direct services with case manager to domestic violence clients (an 40 hour domestic violence training will be provided to staff). The individual will also be responsible for coordinating and conducting outreach along with other staff members to enlist engagement from a wide spectrum of people in the community (public housing tenants, new immigrants, families, longtime residents, etc.) across a broad spectrum of issues (i.e. parenting skills, health, youth activities, environmental justice, etc.)

ROLES AND RESPONSIBILITIES

- Conduct intake and assessment of clients
- Link residents to critical information and referral services.
- Work with the program team to develop and implement a comprehensive intakes, needs assessments, family treatment plans and pre/post evaluation systems.
- Function as part of a team to provide assistance to students, families and staff to ensure a successful experience.
- Provide oral and written translation services as needed.
- Works closely with staff to obtain necessary information and provide assistance to clients and their families.
- Provides support in implementation and coordination of activities with outside service agencies, school sites, etc.
- Act as liaison with neighborhood associations.
- Write monthly reports and correspondence
- Speak effectively before groups of clients or employees of organizations.

- Work closely with administration to assess family needs in order to develop programming that is specific to those identified needs
- Attend external meetings as the ICC program representative and client advocate

JOB SPECIFICATIONS OR QUALIFICATIONS, SPECIAL WORKING CONDITIONS

- Bachelor's degree in Communications, Public Relations or related fields, preferred
- Demonstrate self-starter/initiative, ability to work independently and with teams
- Ability to work with a diverse staff, motivate and assure accountability
- Knowledge of Essex County and City of Newark social services network a plus
- Excellent human relation skills.
- Experience in working in a culturally diverse community setting.
- Bilingual in English and the Spanish language, preferred but not necessary
- Sensitivity to cultural differences.
- Valid driver's license with a good driving record
- Computer literate (Microsoft Office suite- Word, Excel, Power Point) and social media savviness.

ICC is an Equal Opportunity Employer and is committed to further building and maintaining a staff that reflects the full range and diversity of our community. We are looking for a diverse applicant pool and strongly encourage women of color, persons with disabilities, immigrants, members of the LGBTQ community, and people from low-income and working class backgrounds to apply.

If interested, please send a resume and cover letter to [hiring@ironboundcc.org](mailto: hiring@ironboundcc.org) with the subject line "TITLE OF JOB"



IRONBOUND COMMUNITY CORPORATION
Job Description Form

Program Name:	Ironbound: Breaking The Cycle
Job Location:	[REDACTED]
Job Title:	Therapist
Reports to:	Title: Program Manager

Hours: 15-20hrs. p/wk	FLSA Status <input type="checkbox"/> Exempt <input checked="" type="checkbox"/> Nonexempt	Type of position: <input type="checkbox"/> Full-time <input type="checkbox"/> Consultant/Contractor <input checked="" type="checkbox"/> Part-time <input type="checkbox"/> Intern	Other comments: Some evenings and weekends Weekly hours may fluctuate based on client appointments
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JOB DUTIES

The Ironbound Community Corporation (ICC) is a 50-year nonprofit organization whose mission is to engage and empower individuals, families and groups in realizing their aspirations and, together, work to create a just, vibrant and sustainable community. ICC strives to address the needs of our diverse, multi-lingual, multi-cultural community. Today, ICC serves more than 1,000 children and families every day with a wide range of programs and services. ICC also strengthens communities through advocacy, neighborhood organizing, and community development initiatives.

The Ironbound Breaking the Cycle therapist will work with the Breaking the Cycle team to identify victims of domestic violence (adults and children) in crisis who need case management, support services, advocacy, relocation and therapeutic counseling. The therapist will provide culturally sensitive individual short term therapy as their primary service goal but they will also lead or co-lead a series of workshops based on the Active Parenting and YES youth curriculum.

ROLES AND RESPONSIBILITIES

- Learn about the agency, it's programs and history
- Assist the team in all aspects of program operations geared toward meeting the grant funded outcomes as needed, including, but not limited to, engaging in external community outreach activities, making presentations, and attending stakeholders meetings.
- Coordinate, manage, and work collaboratively with diverse staff members and for delivering high quality services to residents experiencing crisis.
- Implementing therapeutic services that are evidence based and ensure all programs and services are in compliance with contract regulations and program standards.
- Evaluate client (adults and children) needs and create a treatment plan
- Monitor client progress and adjust their treatment plan as needed
- Facilitate groups coping mechanisms related to stressful and traumatic they encounter

- Collaborate, network and maintain referral- relations with public and private agencies to provide services for families affected by domestic violence.
- Obtain 40 hour domestic violence training as per federal regulations in working with victims of domestic violence and other training such as the Active Parenting and the YES program.
- Assist with the implementation of the various tools used within the program to evaluate and collect data.
- Enter counseling notes in the BTC on-line database on a weekly basis
- Attend weekly supervision and team meetings.
- Some evenings and weekend hours may be required based on program/client needs.

JOB SPECIFICATIONS OR QUALIFICATIONS, SPECIAL WORKING CONDITIONS

- Experience in working in low-income communities.
- Ability to work, and communicate with diverse audiences: staff, organizational partners and community members.
- Desire to serve people in need and relate to diverse populations.
- Strong organizational, and communication skills, demonstrate effective teamwork skills.
- A minimum of a Master’s degree in social work or related field or a minimum of 4 years of work experience.
- Licensed therapist
- Experienced or trained in working with victims of domestic violence.
- Bilingual – English & Spanish or Portuguese required.

ICC is an Equal Opportunity Employer and is committed to further building and maintaining a staff that reflects the full range and diversity of our community. We are looking for a diverse applicant pool and strongly encourage women of color, persons with disabilities, immigrants, members of the LGBTQ community, and people from low-income and working class backgrounds to apply.

If interested, please send a resume and cover letter to [hiring@ironboundcc.org](mailto: hiring@ironboundcc.org) with the subject line “Therapist”

Ironbound Community Corporation

Program Name: Victims of Crime Act (VOCA) Grant Program
Ironbound: Breaking the Cycle Program
Job Location: [REDACTED]
Job Title: Volunteer
Reports to: [REDACTED] Title: Program Director
Hours: Variable hours, M-F, some evenings and Saturdays
FLSA Status: Exempt Non-exempt Type of Position: Full-time Part-time

AGENCY BACKGROUND:

The Ironbound Community Corporation (ICC) is a 48 year non-profit organization whose mission is to engage and empower individuals, families and groups in realizing their aspirations and, together, work to create a just, vibrant and sustainable community.

JOB DUTIES/ROLES AND RESPONSIBILITIES

ICC is seeking volunteers to work closely with the Ironbound: Breaking the Cycle Program Director to help staff coordinate, manage and work collaboratively with diverse staff members, coordinate key events and activities.

ROLES AND RESPONSIBILITIES

- Providing volunteer support to program staff to ensure service delivery and outreach
- Linking residents to critical information and referral services
- Strong social justice advocacy representing the community's needs while serving on committees and at community meetings.
- This position requires effective leadership skills and an ability to work with a dynamic team to initiate and engage residents in a wide range of activities and services at the FSC Center.

JOB SPECIFICATIONS OR QUALIFICATIONS, SPECIAL WORKING REQUIREMENTS

- Demonstrate self-starter/initiative, ability to work independently and with teams
- Ability to work with a diverse staff, motivate and assure accountability
- Knowledge of Essex County and City of Newark social services network a plus
- Preferable-own transportation a valid driver's license in good standing
- Bilingual a plus (Portuguese or Spanish)
- Experience with computers and basic software including Microsoft Word and Exc

Equal Opportunity Employer Statement: ICC is an equal opportunity employer. Applicants from diverse cultural backgrounds are encouraged to apply.

If interested, please send a resume and cover letter to [REDACTED] with the subject line "Volunteer".

Ironbound: Breaking the Cycle
Sample Staff Schedule

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	
	Program Director: 10:00 am-6:00 pm Case Manager: 12:00pm-8:00 pm Therapist: 4:00 pm-8:00 pm	Program Director: 10:00 am-6:00 pm Case Manager: 12:00pm-8:00 pm Therapist: 4:00 pm-8:00 pm	Program Director: 12:00 am-8:00 pm Case Manager: 12:00pm-8:00 pm Therapist: 4:00 pm-8:00 pm	Program Director: 10:00 am-6:00 pm Case Manager: 12:00pm-8:00 pm Therapist: 4:00 pm-8:00 pm	Program Director: 10:00 am-6:00 pm Case Manager: 12:00pm-8:00 pm Therapist: 4:00 pm-8:00 pm	Program Director: on call
	Program Director: 10:00 am-6:00 pm Case Manager: 12:00pm-8:00 pm Therapist: 4:00 pm-8:00 pm	Program Director: 10:00 am-6:00 pm Case Manager: 12:00pm-8:00 pm Therapist: 4:00 pm-8:00 pm	Program Director: 12:00 am-8:00 pm Case Manager: 12:00pm-8:00 pm Therapist: 4:00 pm-8:00 pm	Program Director: 10:00 am-6:00 pm Case Manager: 12:00pm-8:00 pm Therapist: 4:00 pm-8:00 pm	Program Director: 10:00 am-6:00 pm Case Manager: 12:00pm-8:00 pm Therapist: 4:00 pm-8:00 pm	Case Manager: on call
	Program Director: 10:00 am-6:00 pm Case Manager: 12:00pm-8:00 pm Therapist: 4:00 pm-8:00 pm	Program Director: 10:00 am-6:00 pm Case Manager: 12:00pm-8:00 pm Therapist: 4:00 pm-8:00 pm	Program Director: 12:00 am-8:00 pm Case Manager: 12:00pm-8:00 pm Therapist: 4:00 pm-8:00 pm	Program Director: 10:00 am-6:00 pm Case Manager: 12:00pm-8:00 pm Therapist: 4:00 pm-8:00 pm	Program Director: 10:00 am-6:00 pm Case Manager: 12:00pm-8:00 pm Therapist: 4:00 pm-8:00 pm	Program Director: on call
	Program Director: 10:00 am-6:00 pm Case Manager: 12:00pm-8:00 pm Therapist: 4:00 pm-8:00 pm	Program Director: 10:00 am-6:00 pm Case Manager: 12:00pm-8:00 pm Therapist: 4:00 pm-8:00 pm	Program Director: 12:00 am-8:00 pm Case Manager: 12:00pm-8:00 pm Therapist: 4:00 pm-8:00 pm	Program Director: 10:00 am-6:00 pm Case Manager: 12:00pm-8:00 pm Therapist: 4:00 pm-8:00 pm	Program Director: 10:00 am-6:00 pm Case Manager: 12:00pm-8:00 pm Therapist: 4:00 pm-8:00 pm	Case Manager: on call

Ironbound Community Corporation Safe-Child Standards Description

ICC has experience serving a number of vulnerable populations, and safety is the greatest priority. In order to maintain the safest possible environment for our program participants, ICC adheres to the following processes for our Breaking the Cycle Program:

Hiring

- The agency conducts face to face interviews with all potential candidates.
- The agency conducts reference checks for all potential candidates.
- All potential staff and volunteers are subject to a series of background checks, including an internal background check, clearance through the National Sex Offender Registry and finger printing through the State of New Jersey.

Program Practice

- All staff and volunteers must pass the above-mentioned background checks before they have any unsupervised contact with ICC Breaking the Cycle clients.
- Absolutely no employee or volunteer is alone with clients, especially children, until they have cleared all levels of this review process.

Staff Education and Mandated Reporting

- Program staff receive 40 hours of Domestic Violence training as well as training in recognizing child abuse and mandated reporting.

Appendix – ICC Program Space

ICC's Breaking The Cycle Program operates out of ICC's main program site located at [REDACTED]. This site is located in the Ironbound section of Newark. The building is inconspicuously located on a primarily residential street. This facility houses the following programs and services: Breaking The Cycle Domestic Violence Program, Family Success Center, Financial Opportunity Center, Environmental Justice and Community Development. The facility, originally an orphanage, provides 6,000 square feet of program and supportive services space. ICC has provided services here since 1980 and has owned the facility since 1997. Since 2007, it has been home to the above-mentioned programs.

The Breaking The Cycle program has Program Space located on the second floor of this building and is the only community program located on the second floor. This was done intentionally to help protect the privacy of the community members participating in the program. In addition to a large office space, which is used by program staff, we have a Wellness Room on the second floor. This space is used for private counseling sessions with BTC clients. It is also used for group sessions with program participants. These spaces were recently renovated to offer a warm and welcoming environment for our community members.

Our first floor entrance area has a designated and private reception area. Community members are greeted with privacy and ushered to their respective space so that they can have confidential communication with our program staff. We pay special attention with our domestic violence clients to protect their confidentiality and identity when they are visiting our program site.



CSS COUNSELING
BIOPSYCHOSOCIAL ASSESSMENT

CLIENT NAME: _____ DATE: _____

MEDICAL HISTORY:

FAMILY OF ORIGIN HISTORY:

PSYCHOLOGICAL HISTORY AND PRESENTATION:

SOCIAL AND CULTURAL INFORMATION:



Client# _____

Date: _____

Case Management Intake

I. Client Information

Adult/Child: _____ Date of Birth: ____/____/____ Age: _____

Email: _____

Address: _____ County: _____

City: _____ State: _____ Zip Code: _____

Home phone #: _____

Cell phone #: _____ Work phone #: _____

Race: _____ Ethnicity: _____

Address Confidential? Yes No

Languages Spoken: English Limited English Spanish Other _____

Gender: Female Male Transgender Other _____

Other Domestic Violence Services: _____

Attorney Name and Number: _____

Any affiliation with ICC, currently or in the past? Yes No (Example: former employee, current employee, relative that is related to the case. If so who, _____

History of Drug/Alcohol Abuse: Yes No If yes, please describe:

History of Mental Illness: Yes No If yes, please describe:

History of Medication: Yes No If yes, please list meds, dosage, and dates taken:

Safe to leave message/call from unblocked #? Yes No

Employed: Yes No If unemployed, for how long? _____

Employer and Address _____ Town _____ State _____ Zip _____

Emergency Contact Name _____ Emergency Contact Phone# _____ Relationship _____

Referred by: _____

Living Arrangements: _____

Are you divorced from the child(ren)'s biological parent? _____ If so, who has "allocation of parental responsibility" (medical decision making authority)? _____

****Please provide the clinician with a copy of the divorce decree/court order stating parental medical decision making**

II. Child(ren)'s Information

Name: _____ Date of Birth: ____/____/____ Age: _____ Relationship: _____

Gender: _____ School: _____ Grade: _____

Name: _____ Date of Birth: ____/____/____ Age: _____ Relationship: _____

Gender: _____ School: _____ Grade: _____

Name: _____ Date of Birth: ____/____/____ Age: _____ Relationship: _____

Gender: _____ School: _____ Grade: _____

Name: _____ Date of Birth: ____/____/____ Age: _____ Relationship: _____

Gender: _____ School: _____ Grade: _____

The following information is collected to meet the statistical data requirements of various agencies that provide grants to us. The information is confidential and not divulged by client name.

Demographic Information:

Referral Source: <input type="checkbox"/> Spouse <input type="checkbox"/> Law Enforcement <input type="checkbox"/> Other agencies/professionals Please specify _____ <input type="checkbox"/> Friends/Neighbors/Relatives <input type="checkbox"/> Media <input type="checkbox"/> Other _____	Household Income: <input type="checkbox"/> 0-\$14,999 <input type="checkbox"/> \$15,000-\$29,999 <input type="checkbox"/> \$30,000-\$44,999 <input type="checkbox"/> \$45,000-\$59,999 <input type="checkbox"/> \$60,000-\$74,999 <input type="checkbox"/> \$75,000 + Of your household income, how much do you personally contribute? <input type="checkbox"/> 0-\$14,999 <input type="checkbox"/> \$15,000-\$29,999 <input type="checkbox"/> \$30,000-\$44,999 <input type="checkbox"/> \$45,000-\$59,999 <input type="checkbox"/> \$60,000-\$74,999 <input type="checkbox"/> \$75,000 +	Who is the person who has been abusive to you? <input type="checkbox"/> Spouse (ceremonial) <input type="checkbox"/> Spouse (common law) <input type="checkbox"/> Boyfriend/Girlfriend/Partner <input type="checkbox"/> Parent <input type="checkbox"/> Child <input type="checkbox"/> Other: _____
Your education: <input type="checkbox"/> Less than 12 th grade <input type="checkbox"/> High school grad/G.E.D. <input type="checkbox"/> Beyond high school <input type="checkbox"/> College grad <input type="checkbox"/> Graduate degree	What is the individual's current marital status? <input type="checkbox"/> Single <input type="checkbox"/> Co-Habiting <input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed	If there was a specific abuse incident which brought you here, was law enforcement called? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Do you have a disability? <input type="checkbox"/> Yes <input type="checkbox"/> No Please specify: _____	If married, date and place of marriage: _____	Were charges filed? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Immigration Status: _____		If so, in what county/state? _____
Relationship to Abuser: _____		Was the person who abused you using drugs or alcohol at the time of the incident? <input type="checkbox"/> Yes <input type="checkbox"/> No
Religion: _____		Did he/she have a weapon at the time of the incident? <input type="checkbox"/> Yes <input type="checkbox"/> No
Identify as LGBTQ? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		Do you have a restraining order? <input type="checkbox"/> Yes <input type="checkbox"/> No
		Ethnicity: <input type="checkbox"/> White/Caucasian <input type="checkbox"/> Black/African-American <input type="checkbox"/> Latina/Hispanic <input type="checkbox"/> Other <input type="checkbox"/> Asian <input type="checkbox"/> Mixed Races

III. Abuser information

Name of person who committed the domestic violence/abuse: _____

Abuser's relation to child(ren): _____

Abuser's relation to you: _____ Length of relationship? _____

Has the domestic violence/abuse been ongoing? Yes No Not sure; If yes, how long? _____

Is the Abuser currently living with your child(ren)? Yes No

If no, child(ren)'s current living situation? _____

Is there a restraining order against the Abuser? Yes No Not sure

If yes, does it include your child(ren)? Yes No Not sure

Does the Abuser have contact/visitation with the child(ren)? Yes No

If yes, describe: _____

What is your child(ren)'s reaction to visitation? _____

What kind of contact do you currently have with the Abuser? _____

How did the child(ren) witness the domestic violence in the family? Heard Saw Not sure

How recently did the child witness/experience domestic violence? _____

Were the police called? Yes No Not sure

Was anyone arrested? Yes No Not sure

Have alcohol abuse or drug abuse been factors in any of the above incidents? ? Yes No

Is it a chronic substance abuse problem? Yes No

Any past treatment for alcoholism/addictions? Yes No

Is the Abuser in possession of or have immediate access to a weapon/firearm?

Yes No Not sure

Gang Affiliation: _____

Gambling Problem? _____

Attorney Information: _____

Abuser's Family

History: _____

Below are listed some behaviors which may occur in an abusive relationship and which may upset or traumatize a family system. Please note those behaviors which have occurred in your family and which your child(ren) may have heard or seen. Please give any helpful information about the behavior your child(ren) witnessed .

- | | | |
|--|--|---|
| <input type="checkbox"/> Name calling | <input type="checkbox"/> Threats to take children | <input type="checkbox"/> Verbal threats to harm or kill |
| <input type="checkbox"/> Asking/forcing child to take sides in an argument | <input type="checkbox"/> Criticizing, demeaning parent in Front of child | <input type="checkbox"/> Threats with a gun, knife, or other weapon |
| <input type="checkbox"/> Harming or threatening to harm a pet | <input type="checkbox"/> Physical fights (choking, restraining hitting, pushing, slapping, etc.) | <input type="checkbox"/> Control of partner's behavior through intimidation |
| <input type="checkbox"/> Driving recklessly | <input type="checkbox"/> Suicide threats or attempts | <input type="checkbox"/> Sexual behavior/relations |
| <input type="checkbox"/> Pornographic movies, literature | <input type="checkbox"/> Injuries from a fight | <input type="checkbox"/> Fights resulting in police being called |
| | | <input type="checkbox"/> Other (please describe): _____ |

Please briefly describe specific domestic violence incidents your child(ren) may have witnessed/experienced including your current interaction with the Abuser:

How has/have your child(ren) generally reacted during an upsetting incident between parents (hide, watch, try to ignore, try to intervene, call 911...)? How do you think your child(ren) might have been affected by witnessing these incidents?

Do you suspect that the child(ren) has/have ever been physically sexually emotionally abused by the Abuser or anyone else?
 Yes No Unsure. Please explain any suspicions.

Please describes abuser's ties to community (i.e job, arrest history, faith, etc.): _____

Has any abuse been reported to social services or the police? Yes No Not sure
If so, what, when, and to which agency? _____

Do you have a safety plan? Yes No Not applicable
If yes, please describe:

Any additional information: _____

Staff Worker Signature and date

Supervisor Signature and Date

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: 11-16-21

Printed Name:



Title: Executive Director

Organization Name: Ironbound Community Corporation

**Ironbound Community Corporation Breaking the Cycle
Program Implementation Schedule
October 2021 through December 2021**

ICC is currently in the process of re-establishing its Breaking the Cycle Program with existing funding. The program will be operational before funding through ARP begins. Below is the timeline we are currently following.

October 2021

Staff recruitment

Week 3	Post jobs for Program Director and Case Manager
Week 4	Screen candidates

November 2021

Staff Recruitment

Week 1	Continue candidate screening, conduct interviews
Week 2	Continue candidate screening, conduct interviews
Week 3	Create candidate list, conduct second interviews
	Perform background checks
Week 4	Hire, begin onboarding of program staff

December 2021

Staff Onboarding

Week 1	Training for program staff
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Volunteer Recruitment

Week 1	Program staff to outreach with Kean University
Week 2	Begin volunteer candidate screening
Week 3	Conduct volunteer interviews, selection
Week 4	Schedule volunteer onboarding and training

Community outreach

Week 3	Meet with referring agencies regarding program start-up
	Conduct Community outreach
Week 4	Begin accepting referrals

Program Preparation

Week 2	Review program policies and procedures for necessary updates
	Inspect and verify program space readiness, schedule maintenance
	Review program content and curriculum, update if necessary
	Place orders for all materials and supplies
Week 3	Contract with legal services organization

DUTY OF LOYALTY AND CONFLICT OF INTEREST POLICY

of

IRONBOUND COMMUNITY CORPORATION

Article I Duty of Loyalty

Directors and officers of the Ironbound Community Corporation (the “Corporation”) have a fiduciary responsibility to act in the best interests of the Corporation. Taking into consideration personal needs or wants, or the needs or wants of other organizations with which a director or officer may be affiliated, is a violation of this duty of loyalty. The needs or wants need not be financial in nature, or redound to the personal benefit of the director or officer, in order to be problematic. To be a violation of the duty of loyalty, it is enough that the interests of another person or organization are given priority over the interests of the Corporation.

It is not always easy for an individual to realize that he/she/they is in a conflict position. Accordingly, each director and officer is required to report every year to the Board of Trustees all positions in which he/her/they serve in a director or officer capacity, whether or not such position(s) is/are paid. Any changes during the year should be promptly reported to the Board of Trustees. The Board of Trustees will determine whether such other positions place the individual in a situation that makes it difficult for the individual to meet his/her/their duty of loyalty to the Corporation.

Article II Purpose of Conflict of Interest Policy

The purpose of the conflict of interest policy is to protect the interests of the Corporation when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a director or might result in an “excess benefit transaction.” This policy is intended to supplement, but not replace, any applicable state and federal laws governing conflicts of interest applicable to nonprofit and charitable corporations.

Article III Conflict of Interest Definitions

1. Interested Person. Any director, officer, or member of a committee with powers delegated to such committee by the Board of Directors of the Corporation (the “Board”), who has a direct or indirect “Financial Interest,” as defined below, is an “Interested Person.”
2. Financial Interest. A person has a Financial Interest if the person has, directly or indirectly, through business, investment, or family:
 - a. An ownership or investment interest in any entity with which the Corporation has a

transaction or arrangement;

- b. A compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement; or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A Financial Interest is not necessarily a conflict of interest. Under Article IV, Section 2, a person who has a Financial Interest will have a conflict of interest only if the appropriate Board (or committee, if applicable) decides that a conflict of interest exists.

Article IV Conflict of Interest Procedures

1. Duty to Disclose. In connection with any actual or possible conflict of interest, an Interested Person must promptly disclose the existence of the Financial Interest to the Board and be given the opportunity to disclose all material facts to the Board (or members of committees with Board delegated powers, if applicable) considering the proposed transaction or arrangement.
2. Determining Whether a Conflict of Interest Exists. After disclosure of the Financial Interest and all material facts, and after any discussion with the Interested Person, the Interested Person shall leave the meeting of the Board (or committee with Board delegated powers, if applicable) while the determination of a conflict of interest is discussed and voted upon. The remaining Board or committee members shall decide if a conflict of interest exists.
3. Procedures for Addressing the Conflict of Interest.
 - a. An Interested Person may make a presentation at the Board or committee meeting, but after the presentation, the Interested Person shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest. Except for the foregoing presentation, an Interested Person may not lobby, or otherwise attempt to influence the decision of, the Board or committee.
 - b. The chairperson of the Board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
 - c. After exercising due diligence, the Board or committee shall determine whether the Corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
 - d. If a more advantageous transaction or arrangement is not reasonably possible under

circumstances not producing a conflict of interest, the Board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy.

- a. If the Board or committee has reasonable cause to believe a person has failed to disclose actual or possible conflicts of interest required to be disclosed hereunder, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board or committee determines the person has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

5. Staff Member Conflicts.

- a. Staff members and their immediate families may not serve in a voting capacity on the Board or any committees of the Corporation.
- b. Staff members may not engage in any activities, including other employment, that involve the use, direct or indirect, of information obtained through their employment by the Corporation. A staff member's misuse of information obtained through his/her/their employment by the Corporation shall be grounds for termination of employment by the Corporation.

Article V
Records of Proceedings

The minutes of the Board and all committees with Board delegated powers shall contain (at a minimum):

1. The names of the persons who disclosed or otherwise were found to have a Financial Interest in connection with an actual or possible conflict of interest, the nature of the Financial Interest, any action taken to determine whether a conflict of interest was present, and the Board's or committee's decision as to whether a conflict of interest in fact existed; and
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article VI Compensation

1. A voting member of the Board who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.
2. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.
3. No voting member of the Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VII Annual Statements

Each director, principal officer, and member of a committee with Board delegated powers shall annually sign a statement which affirms such person:

1. Has received a copy of the conflicts of interest policy;
2. Has read and understands the policy;
3. Has agreed to comply with the policy, and
4. Understands the Corporation is charitable and, in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax exempt purposes.

Article VIII Periodic Reviews

To ensure the Corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

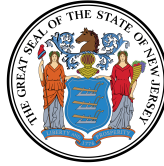
1. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining; and
2. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes, and do not result

in inurement, impermissible private benefit, or in an “excess benefit transaction.”

Article IX
Use of Outside Experts

When conducting the periodic reviews as provided for in Article VIII, the Corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring that periodic reviews are conducted.

License No. 07HAW0001



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

**CHILD CARE CENTER
LICENSE**

This is to certify that: **Hawkins Street School Family Friendly Center**



Operated by: **Ironbound Community Corporation**

is authorized under provisions of the State Child Care Center Licensing Law (N.J.S.A. 30:5B-1 to 15 and the regulations promulgated thereunder to operate a child care center. Additional information is on file with the Department of Children and Families, Office of Licensing, PO Box 717, Trenton, NJ 08625.

Regulations governing the physical plant or facilities are not applicable to this center, as provided by N.J.S.A 30:5B-5g.

Maximum Number of Children Per Session: **200**

Ages: **6 - 13 years**

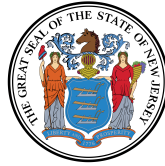
Date of Expiration: March 12, 2023

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

Christine Beyer, Commissioner, DCF

This license shall be posted in a conspicuous place on the premises. For further information call: 1-877-667-9845.

License No. 07IRO0002



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

**CHILD CARE CENTER
LICENSE**

This is to certify that: **Ironbound After-School Program**

[REDACTED]

[REDACTED]

Operated by: **Ironbound Community Corporation**

is authorized under provisions of the State Child Care Center Licensing Law (N.J.S.A. 30:5B-1 to 15) and the regulations promulgated thereunder to operate a child care center. Additional information is on file with the Department of Children and Families, Office of Licensing, P.O. Box 717, Trenton, NJ 08625.

Maximum Number of Children Per Session: **96**

Ages: **6 - 13 years**

Date of Expiration: March 18, 2023

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

Christine Beyer, Commissioner, DCF

This license shall be posted in a conspicuous place on the premises. For further information call: 1-877-667-9845.



NEW JERSEY DEPARTMENT
OF CHILDREN AND FAMILIES

Family & Community Partnerships
Office of Family Support Services
FSC Assessment Form

FSC: Family Success Center [REDACTED]

Date: 4/23/2021

FSC Director:

Regional Coordinator: [REDACTED]

Contract Period: 9/1/19-8/31/20

Please complete this form to the best of your abilities and email it back to your regional coordinator no less than a week before the meeting. If you have any questions or challenges regarding this form please reach out to your regional coordinators for resolution. Sections VI and VIII are to be completed by your regional coordinator, please do not fill sections VI and VIII.

I. Target Population: The target population is children, families and community residents in the following area: Community events, health fairs, schools, churches, public housing and inter-department events.

Describe how you serve your target population: We offer direct services, translation of documents, interpreter services, offer support, resources and referrals. We also offer educational programs.

II. Hours of Operation: All Family Success Centers should have evening and/or weekend hours for which families can access services.

Where do you post your hours, i.e. doors, calendars? Social media platforms, calendars, flyers and bulletin boards.

Days of Operation	Hours of Operation	SSBG Extended Hours	Comments
Monday	9:00am -5:00pm		
Tuesday	9:00am -5:00pm		
Wednesday	9:00am -5:00pm		
Thursday	9:00am -5:00pm		
Friday	9:00am -5:00pm		
Saturday			



NEW JERSEY DEPARTMENT
OF CHILDREN AND FAMILIES

Family & Community Partnerships
Office of Family Support Services
FSC Assessment Form

Sunday			
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III. Staff Requirements: Each Family Success Center must have one (1) FSC Director, two (2) Family Partners; and one (1) Volunteer and Community Partnership Coordinator. Because some programs were established prior to the implementation of these requirements, the qualifications specified in this section apply to staff hired after July 1, 2012 or later. **All staff vacancies must be reported to the Office of Family Support Services within 5 business days and all new hires must meet staffing requirements listed below.**

Staff Position	Name (If vacant, indicate date position was vacated and name of previous employee)	Level of Education/Years of Experience	Hours per Week	Programs/Primary Responsibilities
FSC Director <i>(Bachelor's degree or Associate degree with 2 years of related experience)</i>	Vacant	N/A	N/A	N/A
Family Partner <i>(Associate degree or 60 semester hours from an accredited institution of higher learning.)</i>	██████████	College Credits 25 years of experience	40	
Family Partner <i>(Associate degree or 60 semester hours from an accredited institution of higher learning.)</i>	██████████	College Credits	40	
Volunteer and Community Partnership Coordinator <i>(Associate degree or 60 semester hours from an accredited institution of higher learning.)</i>	██████████	College Credits	40	



Family & Community Partnerships
Office of Family Support Services
FSC Assessment Form

Other:				
Other:				



Family & Community Partnerships
Office of Family Support Services
FSC Assessment Form

IV. Grant(s) Management & Collaborations: This table must be filled out if any Family Success Center staff manages other grants separate from the Family Success Center grant (if you need more space than allotted below you may include a separate list)?

Name and Amount of Grant	Brief Explanation	Employee Name	Hours Dedicated to This Grant	Responsibilities

Please list all collaborative relationships that have been developed with community groups, organizations, and public and private agencies. Please include any agency/organization with which you have an MOU, MOA or joint endeavor (if you need more space than allotted below you may include a separate list):

Name of Organization	Nature/Reason of Collaboration
Hawkins Street School	Collaboration, informed and educate parents
Newark Police Department	Collaboration efforts and support community events
Newark Meditative Culture	NMC offer meditaion sessions
Newark Public Library	Collaboartive efforts and events support
Public Housing Pacific Apts., and Pennington Court	Collaborative efforts and support community events
ICC FOC, EJCD, ELC,	Cross program services and financial literacy workshops and enviromental activities and workshop.



NEW JERSEY DEPARTMENT
OF CHILDREN AND FAMILIES

Family & Community Partnerships
Office of Family Support Services
FSC Assessment Form

V. Calendar Development: Every FSC must have a monthly calendar to inform the general public regarding all of the programming the FSC has put together. *Programming* should consist of a variety of activities, workshops, seminars and support groups that are not only flexible and responsive but is also designed with the input of the FSC Advisory Board while keeping the Protective Factors and Core FSC Services in mind.

Workshops feature a subject matter expert delivering information through active participation and skill-building exercises. Workshops feature a hands-on approach to learning. Workshops should relate to the core services in some way. Workshop effectiveness should be measured by pre and post-tests.

Activities should have a focus on family togetherness and strengthening. Activities can be facilitated by FSC staff or volunteers. Examples of activities include arts and crafts, family picnics, movie nights, game nights, potluck dinners, story time for children, community service projects, gardening, Zumba, holiday parties, family dances, and live music performances.

Presentations feature a subject matter expert delivering information primarily via lecture and discussion. Presentations should relate to the core services in some way.


Support groups are groups of people with common experiences and concerns who provide emotional and moral support for one another.

Evidence-Based Programs are those that use a defined curriculum validated by some form of documented scientific evidence. FSCs should strive to adopt or incorporate evidence-based programs into their regular calendar whenever possible.

FSC calendar *will not* reflect/list the services that are offered on an on-going basis such as “walk-ins 9-5”, “computer lab 9-5”, “job search all day” etc. Every FSC must also develop a supplemental information sheet attached or printed on the back to explain what the items are as well as any other marketing information FSC Director chooses to have; this is where FSC may list the services available during that month on an ongoing basis. The FSC calendar/information section must also contain the FSC address, all contact information, hours of operation, address of the FSC website (if applicable), information about FSC Facebook site (if applicable) and Twitter handle (if applicable).

How many activities (workshops, seminars and support groups) have you listed on the calendar per month in the past quarter?
125 for this quarter

Calendar Development	Yes	No	Comments
1. Do you regularly send your calendar to your Regional Coordinator?	*		
2. Do you keep rosters for all activities on file for all activities?	*		
3. Do you have any plans on scaling up or down the number of activities and why?		*	
4. Do you tap into your Advisory Board to identify what sorts of activities should be put on calendars?	*		
5. Do you have marketing materials for items listed on the calendar?	*		



NEW JERSEY DEPARTMENT
OF CHILDREN AND FAMILIES

Family & Community Partnerships
Office of Family Support Services
FSC Assessment Form

6. Do you have any organizations/schools/daycares that post your calendar in their location?	*		
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VI. Data & Reporting: Office of Family Support Services has changed its Annex-A section 2.2 for all of its Family Success Center contracts. Subsequently, all Family Success Centers in the network started to report their programmatic information via the revised monthly reporting tool which is available through surveymonkey.com. This tool has gone into effect on September 1, 2013 and will remain so until further notice from the Office of Family Support Services.

Level of Service (LOS): What is your LOS requirement set by your contract? 250

The table below reflects data for the last 3 months prior to this visit:

Data & Reporting	Month1	Month2	Month3
1. How many registered community participants did you have?	202	31	22
2. How many activities (events, workshops, seminars and support groups) did you have?	44	44	37
3. How many family success plans did you have?	N/A	N/A	N/A
4. Were you on time with report submission? If not, why?	Yes	Yes	No, Report was late for the month of March do to Program Director is no longer with the cooperation as of April 4 th 2021. Irenes Ordonez, Family Partner compleed and



Family & Community Partnerships
Office of Family Support Services
FSC Assessment Form

			submitted the report.



NEW JERSEY DEPARTMENT
OF CHILDREN AND FAMILIES

Family & Community Partnerships
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FSC Assessment Form

This section (VI) will be completed by Regional Coordinator

Reviewed Item	# of Samples	Comments
Calendars		
Registrations		
Rosters		
Plans		
Advisory Board Notes		
Special Assistance Tracking		

Additional (Expanded) Services	Description of Additional (Expanded) Service

VI. Data & Reporting (continued): Please supply your Regional Coordinator with your calendars, registrations, activity rosters, family success plans, and advisory board meeting notes from the previous 3 months during the visit.

VII. Additional (Expanded) Services – Some Centers provide additional services to meet the unique needs of families and residents. Use the chart below to include any additional services. If you have more services that you can fit in the table below please provide a separate list.



NEW JERSEY DEPARTMENT
OF CHILDREN AND FAMILIES

Family & Community Partnerships
Office of Family Support Services
FSC Assessment Form

This section (VIII) will be completed by Regional Coordinator

VIII. Family Success Center Operations: *Family Success Centers are safe, warm and welcoming places in the community to which any family can come as a regular part of day-to-day life. Center locations vary by neighborhood but what they all have in common is a welcoming, homelike setting that reflects the community engages its residents and offers direct services, activities and resources that promote family well-being and empowerment. All location*

Center Environment	Yes	No	Comments
Signage is visible to assist residents in locating the Center			
Atmosphere and décor is professional, community appropriate, welcoming and non-stigmatizing			
Sufficient space to accommodate the provision of FSC services			
Designated area for confidential or private communications			
Public access to informational materials and relevant resources			
Recreational communal gathering space			
Work space for program staff			
Dedicated phone line, voice mail, email, internet, and essential office equipment; i.e. computer, copier and fax machine			
Center has a separate and distinct identity apart from their respective managing agency. The Center is a “stand alone” or if physically located in the same facility as the managing agency has a dedicated, clearly identifiable space and welcoming atmosphere that embodies the feel of the community.			



Family & Community Partnerships
Office of Family Support Services
FSC Assessment Form

IX. Contracted (Core) Services: *The contracted services provided by the Family success Center are listed below.*

Contracted Service	Examples	
<p>Access to Child, Maternal and Family Health Services</p>	<p>Pre- and post-natal care; nutritional health; home-based life-saving skills; smoking cessation programs; immunizations; blood pressure screening; wellness checks; exams, assisting families in navigating the various health and medical service systems., etc.</p>	<p>List/describe any on-going groups or activities: In collaboration with UMDNJ for Mammograms, colorectal and cervical cancer screenings are conducted quarterly. Assist families in applying for medical insurance/Charity care.</p> <p>Challenges: Due to the pandemic families are referred to UMDNJ for their free annual screenings. Based</p>
<p>Parent Education</p>	<p>Mentoring programs; teen parenting; grandparents raising children; and information regarding relevant issues that impact family life, etc.</p>	<p>Identify the parent education program(s) offered at your Center, the frequency with which it is offered and the target population, i.e. education for parents of infants, toddlers, school age children or adolescents: FSC Staff are trained in Active Parenting.</p> <p>Identify what Fatherhood program offered at the Center, if any: N/A In working progress</p> <p>Identify any grandparent/caregiver groups offered at the Center, if any:</p> <p>Identify any on-going parent-child activities that are provided: Family Bingo, Family game night, Arts & Crafts</p>



Family & Community Partnerships
Office of Family Support Services
FSC Assessment Form

		<p>Challenges: Parents work evening hours and children are doing virtual learning during the day. Most of the families prefer to do the virtual activities after 4pm. Afterschool programming schedule may vary.</p>
Employment-Related Services	<p>Resume writing, interview techniques, employment counseling, training programs, job development and placement services; etc.</p>	<p>List any on-going groups or activities: Resume writing, access to computers and or virtual online job search and or job applications. Families are also referred to Financial Opportunity Center at ICC for additional resources such as job fairs.</p> <p>Challenges:</p>
Life Skills	<p>Education and literacy services (GED, ESL, tutoring, etc.); financial management; communication; daily living; computer skills; etc.</p>	<p>List any on-going groups or activities: Virtual cooking, ESL, Financial Literacy coaching and Citizenship classes</p> <p>Challenges:</p>
Housing Related Services	<p>Leasing and tenant rights; assistance completing applications for various federal, state and local programs that assist with or provide affordable housing, emergency shelter, home energy, weatherization, and homelessness prevention programs, and access to tangible supports that address basic</p>	<p>List any on-going groups or activities: Offer activities virtually for public housing in example Parent & Child activities. Educational workshops as a tenant Know Your Rights. Assist families with LIHeap application/Utilities assistance.</p> <p>Challenges:</p>



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FSC Assessment Form

	needs such as utilities, household furnishings, and home repair	
Advocacy & Related Support	Accompanying families/individuals to meetings, appointments, or visits with other service providers to assist them in navigating the system(s).	Identify methods of advocating for the community residents: Staff accompany families to their necessary appointments for support and advocate for them when needed. Challenges:
General Information and Referral/Linkages		Present the Center’s up-to-date directory of formal and informal resources: Community Resources Directory is being updated. Explain how staff follows up with families on referral/linkages: Phone calls and text message Challenges: Following up with inter department referrals.
Engagement	Home visits, surveys, town hall–type meetings, social networking, and public events and activities such as neighborhood festivals, resource fairs, and community gatherings	Identify engagement strategies, and events held at the Center: FSC Staff attend virtual town hall and community meetings, or events. Challenges:
Strengthening Families Events		Identify what Strengthening Family Event was held or will be held: Active Parenting, Financial Literacy and Healthy Relationships. Challenges:



NEW JERSEY DEPARTMENT
OF CHILDREN AND FAMILIES

Family & Community Partnerships
Office of Family Support Services
FSC Assessment Form

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X. Parent/Community Advisory Board: *The Advisory Board members must be parents and/or community residents. Advisory Board members are required to complete a Conflict of Interest questionnaire. Anyone affiliated with an agency that will serve families on site at the FSC or by referral, is not eligible to serve on the FSC Advisory Board. Review list of agencies which provide services to or receive services from the FSC to determine if there is a conflict of interest.*

Current number of Advisory Board members: 9 Date: 04/23/2021

Advisory Board Members:	Yes	No	Comments
Received Board training from FSC staff	Yes		
Reflects the diversity of the communities they serve (e.g. racial, ethnic, cultural, socioeconomic, family structure, etc.)	Yes		
Is familiar with local needs	Yes		
Develops recommendations for continued program improvement	Yes		
Assists the FSC in attracting resources and community participation	Yes		CPAB participate virtual conferences and meetings.
Recommends and participates in FSC activities and events	Yes		



NEW JERSEY DEPARTMENT
OF CHILDREN AND FAMILIES

Family & Community Partnerships
Office of Family Support Services
FSC Assessment Form

Conflict of Interest form has been completed on all Advisory Board members	Yes		
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Explain what leadership roles the parents have assumed at the Center: Represent the community by attending virtual meetings with other organizations/community events and share it on our monthly meetings. They support the families thru the pandemic by providing them with information about food distribution.

Give examples of how the advisory board recommendations for designing, planning and implementation of programs at the FSC are taken into considerations: CPAB are involved in planning our monthly calendars based on the community needs. In example: food distribution, parent & child activities, nutrition education/courses and clothing give aways.

XI. Fiscal Operations & Budget: DCF Business Office handles all fiscal related tasks and paperwork. OFSS works with DCF Business Office in order to review FSC budgets and provide feedback. It is imperative that you inform your Regional Coordinator (written or email) for changes, modifications and amendments to your FSC budget. All events that cost more than \$350 must receive written approval from OFSS.

1. **In-kind donations:** Do you receive any in-kind donations at your FSC. In-kind donations can range from volunteer hours to tangible items such as clothing. Please indicate the amount of in-kind donations you have received in the previous quarter:
2. **Contractual challenges:** Are you experiencing any contractual challenges? Do you have any challenges regarding renewals or any other paperwork? If you have having any contractual challenges please indicate them here:
3. **General Administrative Costs (G&A):** What is the amount of G&A that is claimed on your FSC budget? \$ _____ ; what percentage is that figure of your total budget: _____ %
4. **Special Assistance:** How much Special Assistance do you have in your budget? \$1,000 How much special assistance have you utilized in the previous quarter? \$634.99 What tracking system do you utilize to document how and when special assistance is utilized? We meet with our fiscal department monthly to discuss our budget expenditure.



NEW JERSEY DEPARTMENT
OF CHILDREN AND FAMILIES

Family & Community Partnerships
Office of Family Support Services
FSC Assessment Form

This section (XII) will be completed together by Regional Coordinator and FSC Director/Leadership

XII. Continuous Development & Improvement: OFSS takes these technical assistance site visits very seriously and hopes to promote constructive conversations by the deployment of this document. This particular section will serve as a tool to stay focused on the steps necessary for the future development of your Family Success Center.

Domain	Presenting Challenge	Action Plan
1.Reporting/Data Management	N/A	
2.Calendars	N/A	
3.Provision of Core Services	N/A	
4.Staffing	N/A	
5.Provision of Family Friendly Activities	N/A	
6.Communication w/ DCF & Meeting Participation	N/A	
7.Engagement of Community	N/A	
8.Parent Leadership & Advisory Board	N/A	
9.Budgetary Requirements	N/A	
10. FSC Model: Environment, Name, Signage, Location, etc	N/A	
11.Other:	N/A	

LINKAGE AGREEMENT

Between

Essex County Family Justice Center

And

Ironbound Community Corporation

Overview: The Essex County Family Justice Center (ECFJC) and Ironbound Community Corporation (ICC) desire to collaborate and link services to address the medical and behavioral health needs of domestic violence victims.

Essex County Family Justice Center **will:**

- (1) Upon referral from ICC, screen and conduct initial intake for domestic violence victims seeking multidisciplinary services at ECFJC.
- (2) For individuals presenting with medical or behavioral health needs, the Health Navigator will conduct medical and behavioral health assessments utilizing validated behavioral health and medical screening and assessment instruments, including psychological trauma as well as drug and alcohol use and non-fatal strangulation injuries.
- (3) Based upon a readiness to change the model, provide guidance and referrals for needed behavioral health services and/or medical services.
- (4) Make follow up calls and schedule follow up visits to ensure that clients are receiving needed behavioral health and/or medical services.
- (5) Identify and adapt basic screening questions to determine whether clients are receiving and have access to medical care including questions pertaining to obtaining medical insurance, the need for medical assessment for injuries sustained during an incident and other health needs. Follow up will be provided as needed.
- (6) Participate in the technical assistance activities provided by Alliance for Hope International, developed specifically to evaluate approaches to assisting domestic violence survivors with medical and behavioral health needs in the ECFJC setting.
- (7) Through negotiated agreement with ICC, establish procedures for sharing basic demographic data and information while maintaining client privacy and confidentiality.
- (8) Facilitate the exchange of ideas on a routine basis and through more formal means, such as team meetings with MOU partners as needed.

(9) Through negotiated agreement with ICC, ECFJC will provide training on identifying non-fatal strangulation.

(10) Provide civil legal workshops to ICC clients in Portuguese and Spanish.

(11) Refer FJC clients to ICC Break the Cycle Program for individual counseling, case management, parenting and teen program when necessary.

(12) Share relevant trainings and/or webinars to staff at ICC for education and professional development.

Ironbound Community Corporation will:

(1) Designate a liaison/s to oversee client referrals from FJC to appropriate programs at ICC.

(2) Create a referral template for FJC to use when referring clients to ICC.

(3) Make available workshops and/or events for FJC clients.

(4) Provide FJC staff training on any topics deemed relevant by either agency.

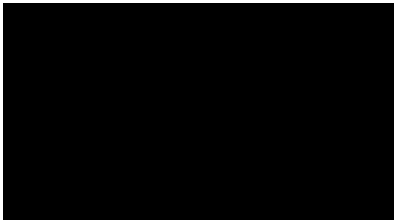
(5) Provide counseling service in Spanish and Portuguese to FJC clients.

(6) Provide support groups in Spanish and Portuguese.

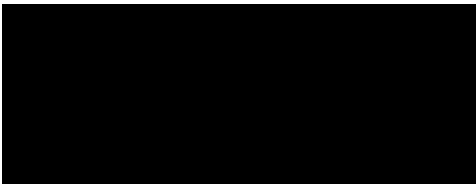
(7) Refer clients for civil legal assistance.

Summary Statement and Signatures

We make these commitments to one another for the purpose of meeting the needs of victims of domestic violence. All parties to this agreement may terminate their participation in this agreement, upon notification in writing to the other parties at least 30 days in advance. Upon termination by any party, all claims against any other party arising from this agreement or the termination thereof, are deemed to be released.



Executive Director- Essex County Family Justice Center



Executive Director- Ironbound Community Corporation

LINKAGE AGREEMENT
Between
Essex Newark Legal Services and
Ironbound Community Corporation
for The Breaking the Cycle Program

Overview: The Essex Newark Legal Services (ENLS) and Ironbound Community Corporation (ICC) will collaborate on ICC's Breaking the Cycle Program and link services to support clients in their legal matters related to Domestic Violence.

Essex Newark Legal Services will:

- (I) Provide Legal Services to Domestic Violence clients referred by ICC's Breaking the Cycle Program (BTC) including undocumented clients.

ICC's Breaking The Cycle Program will:

- (I) Refer clients to Essex Newark Legal Services for legal services.

Summary Statement and Signatures

We make these commitments to one another for the purpose of meeting the needs of victims of domestic violence. All parties to this agreement may terminate their participation in this agreement, upon notification in writing to the other parties at least 30 days in advance. Upon termination by any party, all claims against any other party arising from this agreement or the termination thereof, are deemed to be released.

April 15, 2021

Executive Director, Essex Newark Legal Services

Date

4/14/2021

, Executive Director, ICC

Date



AFFILIATION AGREEMENT BETWEEN IRONBOUND COMMUNITY AND RACHEL COALITION

STATEMENT OF PURPOSE:

The purpose of this agreement is to create and maintain a formal and cooperative working relationship between Rachel Coalition and the Ironbound Community Corporation (ICC). Nothing in this affiliation agreement should be construed as limiting or impeding the basic spirit of cooperation that exists between the participating parties. Specifically, each party agrees to the following conditions and participatory activities:

I. RACHEL COALITION WILL:

1. Hold two 40-hour Domestic Violence Trainings/year to train and educate Court Advocates, DVRT volunteers, and agency members on Domestic Violence.
2. Offer individual and group counseling services to clients who are in high conflict relationships and/or victims of Domestic Violence.
3. Offer counseling services to children who have been exposed to Domestic Violence or are living in high conflict households.
4. Provide legal services, including TRO's and FRO's, and advice and counsel.
5. Offer Pro Bono Trainings for law firms and lawyers in the community and refer some cases for pro bono representation.
6. Maintain a Domestic Violence Response Team (DVRT), as determined by appropriate grant funding.
7. Maintain confidential records in a secure location.

II. IRONBOUND COMMUNITY WILL:

1. Provide Rachel Coalition with appropriate referrals for Rachel Counseling Services.
2. Provide Rachel Coalition with appropriate referrals for Rachel Legal Services.
3. Recommend and enroll staff in Rachel Coalition 40-hour training program, held twice a year.
4. Maintain a collaborative relationship with Rachel Coalition on all relevant issues related to Domestic Violence.

III. TERM AND TERMINATION

1. This Agreement shall be effective from 03/15/21 through 08/31/2023.
2. This Agreement may be terminated on 30 days advanced notice by either party with or without cause in writing to the signers.

[Redacted Signature]

Executive Director, ICC

3/19/2021

Date

[Redacted Signature]

[Redacted Signature]

CEO, Jewish Family Service of MetroWest New Jersey

03/19/2021

Date

**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).

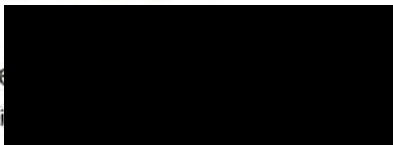
- Will comply with all applicable federal and State laws and regulations.
- Will comply with the Davis-Bacon Act, 40 U.S.C. 276a-276a-5 (29 CFR 5.5) and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.27 et. seq. and all regulations pertaining thereto.
- Is in compliance, for all contracts in excess 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.

Ironbound Community Corporation

Name of Applicant Organization

Signature

Chief Executive



Date

11-16-21

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

**Ironbound Community Corporation
State of New Jersey, Department of Children and Families
Domestic Violence Direct Services Culturally Specific
Budget Narrative, (items not legible on Annex B)
Contract 22TUGW
May 1, 2022 through June 30, 2023**

Consultants and Professional Fees

Legal Services (\$2,144) (5/1/22-6/30/22)

Ironbound Community Corporation will provide legal services for the Domestic Violence Direct Services Culturally Specific contract at a rate of \$175 per hour for approximately 12.25 hours. The legal services will assist clients with TRO/FRO against their abusers, child support services and divorce services including alimony as it pertains to DV. Legal services is a direct cost charged against the contract.

Legal Services (\$132,125) (7/1/22-6/30/23)

Ironbound Community Corporation will provide legal services for the Domestic Violence Direct Services Culturally Specific contract at a rate of \$175 per hour for approximately 755 hours. The legal services will assist clients with TRO/FRO against their abusers, child support services and divorce services including alimony as it pertains to DV. Legal services is a direct cost charged against the contract.

Specific Assistance to Clients

Emergency Assistance (\$5,000) (7/1/22-6/30/23)

Emergency Assistance will provide relocation of legal service clients for housing, storage, gift cards, and other essential emergency items needed by clients. Emergency Assistance is a direct cost charged against the contract.

Client Incentives (\$3,000) (7/1/22-6/30/23)

Client Incentives will provide training for clients on how to identify characteristics of an abuser, how to put a safety plan(s) in place, support groups and education on the importance of their rights. Client Incentives is a direct cost charged against the contract.

Other

Telephone (\$120) (5/1/22-6/30/22)

Telephone will be used to communicate with the legal service team members as well as clients. The cost is \$60 per month for 2 months. Telephone is a direct cost charged against the contract.

Emergency Assistance (\$720) (7/1/22-6/30/23)

Telephone will be used to communicate with the legal service team members as well as clients. The cost is \$60 per month for 12 months. Telephone is a direct cost charged against the contract.

Schedule of Estimated Claims

Third Party Contract Summary Report - Page 1 of 2

Provider Ironbound Community Corporation (Essex County)
 Division DOW
 Contract 22TUGW
 Dates 5/1/2022 to 6/30/2023

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

[Redacted Signature]

6/27/22

DCF Contract Supervisor Signature

Date

[Redacted Signature]

Schedule of Estimated Claims

Third Party Contract Summary Report - Page 2 of 2

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Provider Ironbound Community Corporation (Essex County)
 Division DOW
 Contract 22TUGW
 Dates 5/1/2022 to 6/30/2023

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	\$15,306.00
2022 June	\$15,306.00
2022 July	\$15,307.00
2022 August	\$15,306.00
2022 September	\$15,306.00
2022 October	\$15,306.00
2022 November	\$15,306.00
2022 December	\$15,306.00
2023 January	\$15,306.00
2023 February	\$15,306.00
2023 March	\$15,306.00
2023 April	\$15,306.00
2023 May	\$15,306.00
2023 June	\$15,306.00
Grand Total	\$214,285.00

Payments by State Fiscal Year *	
2022 1630-091	\$30,612.00
2023 1630-091	\$183,673.00
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 Ironbound Community Corporation (Essex County)

Component Name Domestic Violence Direct Services

Contract Administrator [Redacted]

Division	DOW	Contract No	22TUGW	Contract Start	5/1/2022	Contract End	6/30/2023
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Type of Funding	1-Time Funding		
1630-091 Family Violence Prevention Services Act-American Rescue Plan (93.671)			
	Month	YY	Amount
	July	2022	\$15,307.00
Enter Mod # 1 thru 10 above. If new or renewal leave blank	August	2022	\$15,306.00
	September	2022	\$15,306.00
	October	2022	\$15,306.00
	November	2022	\$15,306.00
	December	2022	\$15,306.00
	January	2023	\$15,306.00
	February	2023	\$15,306.00
Match Required?	March	2023	\$15,306.00
No	April	2023	\$15,306.00
	May	2023	\$15,306.00
	June	2023	\$15,306.00
0.0%	Total		\$183,673.00

Type of Funding	1-Time Funding		
1630-091 Family Violence Prevention Services Act-American Rescue Plan (93.671)			
	Month	YY	Amount
	May	2022	\$15,306.00
Enter Mod # 1 thru 10 above. If new or renewal leave blank	June	2022	\$15,306.00
Match Required?			
No			
0.0%	Total		\$30,612.00

Type of Funding	(enter Type of Funding here from drop-down)		
(enter Account with APU#/Funding Source from drop-down)			
	Month	YY	Amount
	July	2022	
Enter Mod # 1 thru 10 above. If new or renewal leave blank	August	2022	
	September	2022	
	October	2022	
	November	2022	
	December	2022	
	January	2023	
	February	2023	
Match Required?	March	2023	
(enter Yes/No)	April	2023	
	May	2023	
	June	2023	
0.0%	Total		\$0.00

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

Type of Funding	(enter Type of Funding here from drop-down)		
(enter Account with APU#/Funding Source from drop-down)			
	Month	YY	Amount
Enter Mod # 1 thru 10 above. 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 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

NOTES:

New Contract One Time Funding APU:21-1630-091 FVSPA-ARP CFDA: #93.671 One-time funding is being awarded through the Family Violence Prevention and Services Act American Rescue Plan. All funding must be expended by 9/30/25 Contract Term in FFY22 (5/1/22-9/30/22) in FFY23 10/1/22-6/3/23) ALL CARES Act Supplemental awards provide flexibility in how you use the funding to support a wide range of in-scope activities including, counseling mobile advocacy, telehealth, peer support, shelter and temporary housing etc...Funding may also be used to purchase supplies needed to safely staff and operate shelters and programs during this public health emergency

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

Agency: Ironbound Community Corporation

Contract#: 22TUGW

THIS SCHEDULE IS NOT APPLICABLE

- PURPOSE
 BUDGET PREPARATION
 MODIFICATION BUDGET
 EXPENDITURE REPORT
 PERIOD COVERED

05/1/2022 -06/30/2023

DESCRIPTION	1 TOTAL	2 5/1/22-6/30/22	3 7/1/22-6/30/23	4 0	5 0	6 0	7 0	8 0	9 UNALLOWABLE COSTS	10 GENERAL & ADMINISTRATIVE COSTS
	\$ -									
	\$ -									
	\$ -									
	\$ -									
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Total K. Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Supporting documentation is required to substantiate the allocations.

Agency: Ironbound Community ()
Contract#: 22TUGW

**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

05/1/2022 -06/30/2023

THIS SCHEDULE IS NOT APPLICABLE

#	DESCRIPTION OF CREDIT/INCOME	AMOUNT	TREATMENT (EXPENSE ITEM OR CATEGORY OFFSET)	EXPLANATORY NOTES
1				
2				
3				
4				
5				
6				
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17				
18				

State of New Jersey
DEPARTMENT OF CHILDREN AND FAMILIES

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

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

A. Definitions:

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

- a. "Business associate" shall mean 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 be the New Jersey Department of Children and Families.
- c. "Agreement" shall mean this Business Associate Agreement.
- d. "Breach" shall mean the unauthorized acquisition, access, use or disclosure of Protected Health Information in a manner not permitted by the Privacy Rule or the Security Rule, which compromises the security of such Protected Health Information. Breach shall exclude such acquisition, access, use or disclosure described in 45 CFR Section 164.402.

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

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

B. Obligations and Activities of Business Associate

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

7. Business Associate agrees to ensure that any officer, employee, contractor, subcontractor or agent to whom it provides PHI received from or maintained, created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI.
8. Access. Business Associate agrees to provide access to PHI in a Designated Record Set to Covered Entity or to an Individual as directed by Covered Entity in order to meet the requirements of 45CFR 164.524, within 30 days of the date of any such request, unless the request is denied by Covered Entity pursuant to 45 CFR 164.524(a)(1), (a)(2) or (a)(3).
9. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as Covered Entity directs in order to meet the requirements of 45 CFR 164.526, within 30 days of such a request, unless the request has been denied pursuant to 45 CFR 164.526(d). Business Associate shall provide written confirmation of the amendment(s) to the Covered Entity.
10. Business Associate agrees to create and maintain an appeal process that meets the requirements of 45 CFR 164.524 and 164.526 that an Individual can utilize if the Individual's request for access to or amendment of PHI is denied.
11. Business Associate agrees to make its comprehensive written information privacy and security program, as well as its internal practices, books and records, including policies and procedures relating to the use and disclosure of PHI received from, or created, maintained, or received by Business Associate on behalf of Covered Entity available to Covered Entity within 30 days of the date of such request, or to the Secretary in a time and manner designated by the Secretary.
12. Business Associate agrees to document all disclosures of PHI which would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate agrees to provide to Covered Entity, within 30 days of the date of such request, all disclosures of PHI.
13. Notwithstanding the provisions of Section D of this Agreement, pursuant to 45 CFR 164.530(j), Business Associate agrees that it and its officers, employees, contractors, subcontractors and agents shall continue to maintain the information required under subsection B(9) of this Agreement for a period of six years from the date of its creation or the date when it was last in effect, whichever is later.
14. Business Associate agrees that from time to time, upon reasonable notice, it shall allow Covered Entity or its authorized agents or contractors, to inspect the facilities, systems, books, records and procedures of Business Associate to monitor compliance with this Agreement. In the event the Covered Entity, in its sole discretion, determines that the Business Associate has violated any term of this Agreement or the Privacy Rule, it shall so notify the Business Associate in writing. Business Associate shall promptly remedy the violation of any term of

this Agreement and shall certify same in writing to the Covered Entity. The fact that Covered Entity or its authorized agents or contractors inspect, fail to inspect or have the right to inspect Business Associate's facilities, systems, books, records, and procedures does not relieve Business Associate of its responsibility to comply with this Agreement. Covered Entity's (1) failure to detect, or (2) detection by failure to notify Business Associate, or (3) failure to require Business Associate to remediate any unsatisfactory practices, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Agreement. Nothing in this paragraph is deemed to waive Section E of this Agreement or the New Jersey Tort Claims Act, NJSA 59:1-1 et seq., as they apply to Covered Entity.

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

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

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

D. Term of Business Associate Agreement

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

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

- b. Immediately terminate the Contract and require that Business Associate fully comply with the procedures specified in subsection 3, below, if Business Associate has breached a material term of this Agreement and Covered Entity has determined, in its sole discretion, that cure is not possible, or
- c. If neither termination nor cure is feasible, as determined by Covered Entity in its sole discretion, Covered Entity shall report the violation to the Secretary.

3. Effect of Breach of this Agreement.

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

E. Additional Insurance Considerations

- 1. Business Associate shall assume all risk and responsibility for, and agrees to indemnify, defend and save harmless Covered Entity, its officers, agents and employees and each and every one of them, from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs (including attorneys' fees and costs and court costs), and expenses in connection therewith, on account of loss of life, property or injury or damages that to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from Business Associate's use or misuse of PHI or from any action or inaction of Business Associate or its officers, employees, agents or Subcontractors with regard to PHI or

the requirements of this Agreement or the Privacy Rule. The provisions of this indemnification clause shall in no way limit the obligations assumed by Business Associate under this Agreement, nor shall they be construed to relieve Business Associate from any liability nor preclude Covered Entity from taking any other actions available to it under any other provisions of this Agreement, the Privacy Rule or at law.

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

7. The obligations of the Business Associate under this Section shall survive the expiration of this Agreement.

F. Miscellaneous

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

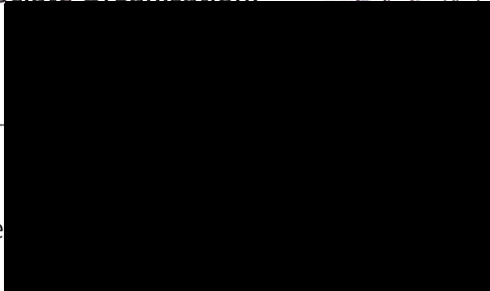
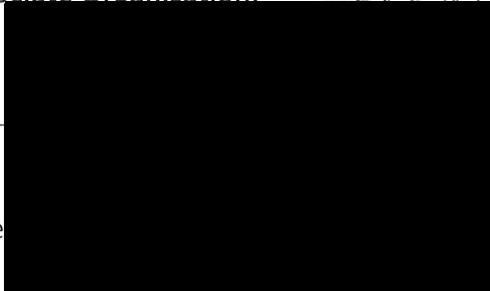
G. Attestations

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

Covered Entity Agency: Department of Children and Families

Signature:  Date: 08/24/2022
Printed Name:  Title: Metro Business Office

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

Business Associate Organization: Trentonbound Community Corp
Signature:  Date: 0/27/22
Printed Name:  Title: Interim ED

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

III. Organizations awarded contracts are advised:

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

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 \(nj.gov\)](https://www.nj.gov/dcf/contract-closeout)

- B. All documentation related to products, transactions, proof of services and payments under this contract must be maintained for a period of five years from the date of final payment and shall be made available to the New Jersey Office of the State Comptroller upon request.
- C. Any software purchased in connection with the proposed project must receive prior approval from the New Jersey Office of Information Technology, and any data collected or maintained through the implementation of the proposed program shall remain the property of DCF.
- D. Any data collected or maintained through the implementation of the proposed program shall remain the property of DCF.
- E. Contractors shall maintain a financial management system consistent with all the requirements of Section 3.12 of the SLD or the IPA.
- F. As defined in N.J.S.A. 52:32-33, contractors are encouraged to notify their employees, through information and materials or through an organ and tissue awareness program, of organ donation options. The information provided to employees shall be prepared in collaboration with the organ procurement organizations designated pursuant to 42 U.S.C. §1320 b-8 to serve in this State.
- G. DCF endorsed the Prevent Child Abuse of New Jersey's (PCANJ) Sexual Abuse Safe-Child Standards (Standards) as a preventative tool for contractors working with youth and children to reference when implementing policies and procedures to minimize the risks of the occurrence of child sexual abuse. The Standards are available on the internet at: <https://www.nj.gov/dcf/SafeChildStandards.pdf>
- H. NJ Rev Stat § 9.6-8.10f (2017) requires the Department of Children and Families (DCF) to conduct a check of its child abuse registry for each person who is seeking employment in any facility or program that is licensed, contracted, regulated, or funded by DCF to determine if the person is included on the child abuse registry as a substantiated perpetrator of child abuse or neglect. Contractors are to utilize the Child Abuse Record Information (CARI) Online Application to set-up a facility account by visiting: <https://www.njportal.com/dcf/cari>
- I. DCF staff may conduct site visits to monitor the progress and problems of its contractors in conforming to all contract requirements and in accomplishing its

responsibilities. The contractor may receive a written report of the site visit findings and may be expected to submit a plan of correction, if necessary, for overcoming any problems found. Corrective Action Plan (CAP) requirements, timeframes and consequences are explained on the internet at: https://www.nj.gov/dcf/policy_manuals/CON-I-A-8-8.03_issuance.shtml

- J. Contractors must have the ability to maintain the full operations census specified in the contract, and to submit timely service reports for Contracted Level of Service (CLOS) utilization in the format and at the time DCF requests.
- K. Contractors awarded contracts must have the ability to achieve full operational census within the time DCF specifies. Extensions may be available by way of a written request to the Contract Administrator, copied to the DCF Director managing the contracted services.
- L. As noted in Section 4.01 of the SLD or the IPA, DCF or the contractor may terminate this contract upon 60 days written advance notice to the other party for any reason whatsoever.
- M. DCF will advise contractors of the documents and reports in support of this contract that they must either timely submit or retain on-site as readily available upon request. The contractor also shall submit all required programmatic and financial reports in the format and within the timeframes that DCF specifies as required by Section 3.02 of the SLD or IPA. Changes to the information in these documents and reports must be reported to DCF. Contractors are under a continuing obligation, through the completion of any contract with the State of NJ, to renew expired forms filed the NJ Department of Treasury and to notify Treasury in writing of any changes to the information initially entered on these forms. Failure to timely submit updated documentation and required reports may result in the suspension of payments and other remedies including termination.

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

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

- C. If services are paid with federal funds (including Medicaid funds), contractors must adhere to the provisions set forth in the Rider for Purchases funded in whole or in part, by federal funds. <https://www.nj.gov/dcf/providers/contracting/forms/RIDER-For-Purchases-Funded-by-Federal-Funds-7.31.2020.pdf>
- D. If services are provided by programs licensed, contracted, or regulated by DCF and provide services to individuals with developmental disabilities, contractors must comply with:
1. the Central Registry of Offenders against individuals with Developmental Disabilities law, N.J.S.A 30:6D-73 et seq. (Individuals on the Central Registry are barred from working in DCF-funded programs for persons with developmental disabilities. If you are not registered to access the Central Registry, DCF will facilitate the qualified applicant's registration into this system after the award of a contract.); and
 2. Danielle's Law:
<https://www.state.nj.us/humanservices/dds/documents/fireprocurement/dd/Danielle%27s%20Law.pdf>
- E. If services are to be administered by the Contracted System Administrator (CSA), contractors must conform with, and provide services under, protocols that include required documentation and timeframes established by DCF and managed by the CSA. The CSA is the single point of entry for these services and facilitates service access, linkages, referral coordination, and monitoring of CSOC services across all child-serving systems. Contractors of these services will be required to utilize "Youth Link", the CSOC web-based out-of-home referral/bed tracking system process to manage admissions and discharge after being provided training.
- F. If services are to be provided to youth and families who have an open child welfare case due to allegations of abuse and neglect, then contractors shall deliver these services in a manner consistent with the DCF Case Practice Management Plan (CPM) and the requirements for Solution Based Casework (SBC), an evidence-based, family centered practice model that seeks to help the family team organize, prioritize, and document the steps they will take to enhance safety, improve well-being, and achieve permanency for their children. SBC provides a common conceptual map for child welfare case workers, supervisors, leadership, and treatment providers to focus their efforts on clear and agreed upon outcomes. DCF may require contractors to participate in DCF sponsored SBC training, and to be involved in developing plans with the consensus of other participants, incorporating the elements of the plans into their treatment, participating in Family Team Meetings, and documenting progress and outcomes by race, age, identified gender, and other criteria DCF deems relevant and appropriate.

G. If services provided under a DCF contract are for mental health, behavioral health, or addictions services by a contractor with at least 10 regular full-time or regular part-time employees who principally work for the contractor to provide those services, then P.L. 2021, c.1 (N.J.S.A. 30:1-1.2b) requires the contractor to:

1. submit no later than 90 days after the effective date of the contract an attestation: (a) signed by a labor organization, stating that it has entered into a labor harmony agreement with such labor organization; or (b) stating that its employees are not currently represented by a labor organization and that no labor organization has sought to represent its employees during the 90-day period following the initiation or renewal of the contract; or (c) signed by a labor organization, stating that it has entered into an agreement or binding obligation to be maintained through the term of the contract that provides a commitment comparable to a labor harmony agreement, as defined in section 4 of P.L.2021, c.1 (N.J.S.A. 30:1-1.2c). The required attestation is submitted to ensure the uninterrupted delivery of services caused by labor-management disputes and is a condition of maintaining a DCF contract. The failure to submit it shall result in DCF's issuance of a financial recovery and a Corrective Action Plan (CAP). Should the contractor not adhere to the terms of the CAP, DCF shall cancel or not renew the contract upon obtaining a replacement contractor to assume the contract or otherwise provide the services. An extension of the 90-day deadline shall be warranted if a labor organization seeks to represent a contractor's employees after the contract is renewed or entered into, but within the 90-day period following the effective date of the contract. The Commissioner of DCF may review any interested person's report of a failure by the contractor to adhere to these requirements and upon finding that a covered contractor failed to adhere to the requirements shall take corrective action which may include a CAP, financial recovery, and cost recoupment, and cancelling or declining to renew the contract. Should the covered contractor fail to engage in or complete corrective action, the Commissioner of DCF shall cancel or decline to renew the contract; and
2. make good faith efforts to comply with COVID-19 minimum health and safety protocols issued by DCF to adequately ensure the safety of the contractors, employees, and service recipients until the 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 act, including financial penalties or cancellation or non-renewal of the contract.

- H. If the employees of a contractor or its subcontractor enter, work at, or provide services in any state agency location, then they are covered by Executive Order No. 271 (EO 271), which was signed and went into effect on October 20, 2021. A covered contractor must have a policy in place: (1) that requires all covered workers to provide adequate proof, in accordance with EO 271, to the covered contractor that the covered worker has been fully vaccinated; or (2) that requires that unvaccinated covered workers submit to COVID-19 screening testing at minimum one to two times weekly until such time as the covered worker is fully vaccinated; and (3) that the covered contractor has a policy for tracking COVID-19 screening test results as required by EO 271 and must report the results to local public health departments. The requirements of EO 271 apply to all covered contractors and subcontractors, at any tier, providing services, construction, demolition, remediation, removal of hazardous substances, alteration, custom fabrication, repair work, or maintenance work, or a leasehold interest in real property through which covered workers have access to State property. EO 271 excludes financial assistance; contracts or sub-contracts whose value is less than the State bid Advertising threshold under N.J.S.A. 52:34-7; employees who perform work outside of the State of New Jersey; or contracts solely for the provision of goods.
- I. If a contract includes the allocation and expenditure of COVID-19 Recovery Funds, then it is covered by Executive Order No. 166 (EO166), which was signed by Governor Murphy on July 17, 2020. The Office of the State Comptroller (“OSC”) is required to make all such contracts available to the public by posting them on the New Jersey transparency website developed by the Governor’s Disaster Recovery Office (GDRO Transparency Website), and by subjecting them to possible review by an Integrity Monitor.

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

Signature



Date:

6/27/22

Printed Name:



Title:

Intern ED

Attachment 2 Notice of Executive Order 166 Requirement for Posting of Winning Proposal
and Contract Documents

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

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

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

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

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



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

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

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

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

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

II. DOMESTIC PREFERENCE FOR PROCUREMENTS

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

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

III. PROCUREMENT OF RECOVERED MATERIALS

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

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

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

IV. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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

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

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

VI. COPELAND ANTI_KICK-BACK ACT

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

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

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

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

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

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

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

VIII. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2

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

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

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

Clean Air Act

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

Federal Water Pollution Control Act

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

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

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

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

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

XII. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPEMENT

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



REQUEST FOR PROPOSALS

For

American Rescue Plan Supplemental Funding for Domestic Violence Services

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

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

CFDA # 93.671

There will be no Bidders Conference for this RFP

Questions are due by October 15, 2021

Bids are due: November 17, 2021

Christine Norbut Beyer, MSW
Commissioner

September 24, 2021

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Attachment 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"> I. Organization History and Capacity II. Need and Impact III. Program Implementation IV. Staffing and Personnel V. Program Implementation Schedule VI. Outcome and Evaluation VII. Leveraging and Sustainability VIII. 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"> a. Names b. Titles, c. Emails d. Phone Numbers e. Address and f. 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: _____