

**FIFTH AMENDMENT TO AGREEMENT
IN CONNECTION WITH
THE EXCLUDED NEW JERSEYANS FUND PROGRAM**

This Fifth Amendment (this "Amendment") to the Agreement by and between Greater Bergen Community Action ("GBCA" or the "Contractor"), and the State of New Jersey, Department of Human Services ("DHS") dated October 21, 2021 (the "Agreement") is made effective as of November 1, 2022 (the "Effective Date") (collectively referred to as the "Parties").

RECITALS

WHEREAS, New Jersey residents have faced substantial financial hardship since the onset of the COVID- 19 pandemic;

WHEREAS, while many New Jersey residents have been able to access financial support from federal relief programs such as pandemic related unemployment assistance and stimulus payments, some New Jersey residents were excluded from this aid;

WHEREAS, DHS has established the Excluded New Jerseyans Fund ("ENJF") with a funding allotment of \$40 million from Federal Coronavirus Relief Funds ("CRF") to provide a one-time, direct cash benefit to New Jersey households with incomes at or below \$55,000 and were excluded from or ineligible for federal stimulus checks and/or pandemic related unemployment assistance, including undocumented individuals, individuals re-entering from the justice system, and any other individuals otherwise excluded;

WHEREAS, DHS has implemented the ENJF program with the support of service providers;

WHEREAS, the term of the Agreement was scheduled to expire on December 31, 2021;

WHEREAS, DHS and the Contractor signed an extension dated December 23, 2021 (the "Extension") which extended the term of the Agreement to March 31, 2022;

WHEREAS, on January 27, 2022, Governor Phil Murphy made the announcement that the ENJF Program was being extended with American Rescue Plan Act of 2021 ("ARPA") funds;

WHEREAS, DHS and the Contractor entered into an Amendment effective February 4, 2022 (the "First Amendment") that modified and reduced the Scope of Work;

WHEREAS, DHS and the Contractor entered into an Amendment effective February 15, 2022 (the "Second Amendment") that extended the term through April 15, 2022 with an option to extend through April 30, 2022;

WHEREAS, DHS and the Contractor entered into an Amendment effective May 1, 2022 (the "Third Amendment") that extended the term through July 31, 2022 with an option to extend through August 31, 2022;

WHEREAS, DHS and the Contractor entered into an Amendment effective September 1, 2022 (the "Fourth Amendment") that extended the term through September 30, 2022 with an option that DHS,

in its sole discretion, may extend the Agreement an additional four (4) weeks through October 31, 2022 at a weekly rate of \$766.00.;

WHEREAS, DHS and the Contractor desire to extend the Agreement through December 31, 2022 with an option to extend in DHS' sole discretion through January 31, 2023;

WHEREAS, Section 5.06 of the Standard Language Document permits the Parties to amend or modify the Agreement;

WHEREAS, the Parties desire to amend the Agreement as described below; and

NOW THEREFORE, for good and valuable consideration, the Parties to this Agreement hereby agree as follows:

A. Amendment Terms

- I. The Agreement is extended through December 31, 2022. The Contractor agrees that DHS, in its sole discretion, may extend the Agreement an additional four (4) weeks through January 31, 2023.
- II. The Scope of Work, as amended by the First Amendment shall remain in full force and effect for the remaining term of the Agreement. The Contractor agrees that DHS, in its sole discretion, may extend the Agreement on a weekly basis thereafter.
- III. The extension for the period beginning November 1, 2022 through December 31, 2022 shall be done at no cost. In the event the Agreement is extended for an additional four (4) weeks, the Contractor agrees to a weekly budget of no more than \$766.00. All other cost documentation requirements in the Agreement shall remain in full force and effect through the remaining term of the Agreement.
- IV. The Parties agree to be bound by all other requirements, terms and conditions of the Agreement, the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment, not otherwise modified by this Amendment.

B. General Provisions

- I. To the extent that any of the terms or conditions contained in this Amendment contradict or conflict with any of the terms or conditions of the Agreement, the First Amendment, the Second Amendment, the Third Amendment or the Fourth Amendment, it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the Agreement, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment. All other terms and conditions of the Agreement, the First Amendment, Second Amendment, Third Amendment and the Fourth Amendment shall remain in full force and effect.
- II. This Amendment may be executed in counterparts and by any electronic means, each of which shall be deemed an original but all of which together shall constitute this Amendment.

**FOURTH AMENDMENT TO AGREEMENT
IN CONNECTION WITH
THE EXCLUDED NEW JERSEYANS FUND PROGRAM**

This Fourth Amendment (this “Amendment”) to the Agreement by and between Greater Bergen Community Action (“GBCA” or the “Contractor”), and the State of New Jersey, Department of Human Services (“DHS”) dated October 21, 2021 (the “Agreement”) is made effective as of September 1, 2022 (the “Effective Date”) (collectively referred to as the “Parties”).

RECITALS

WHEREAS, New Jersey residents have faced substantial financial hardship since the onset of the COVID- 19 pandemic;

WHEREAS, while many New Jersey residents have been able to access financial support from federal relief programs such as pandemic related unemployment assistance and stimulus payments, some New Jersey residents were excluded from this aid;

WHEREAS, DHS has established the Excluded New Jerseyans Fund (“ENJF”) with a funding allotment of \$40 million from Federal Coronavirus Relief Funds (“CRF”) to provide a one-time, direct cash benefit to New Jersey households with incomes at or below \$55,000 and were excluded from or ineligible for federal stimulus checks and/or pandemic related unemployment assistance, including undocumented individuals, individuals re-entering from the justice system, and any other individuals otherwise excluded;

WHEREAS, DHS has implemented the ENJF program with the support of service providers;

WHEREAS, the term of the Agreement was scheduled to expire on December 31, 2021;

WHEREAS, DHS and the Contractor signed an extension dated December 23, 2021 (the “Extension”) which extended the term of the Agreement to March 31, 2022;

WHEREAS, on January 27, 2022, Governor Phil Murphy made the announcement that the ENJF Program was being extended with American Rescue Plan Act of 2021 (“ARPA”) funds;

WHEREAS, DHS and the Contractor entered into an Amendment effective February 4, 2022 (the “First Amendment”) that modified and reduced the Scope of Work;

WHEREAS, DHS and the Contractor entered into an Amendment effective February 15, 2022 (the “Second Amendment”) that extended the term through April 15, 2022 with an option to extend through April 30, 2022;

WHEREAS, the Parties entered into an Amendment effective May 1, 2022 (the “Third Amendment”) that extended the term through July 31, 2022 with an option to extend through August 31, 2022;

WHEREAS, DHS exercised the option to extend the Agreement through August 31, 2022;

WHEREAS, Section 5.06 of the Standard Language Document permits the Parties to amend or modify the Agreement;

WHEREAS, the Parties desire to amend the Agreement as described below; and

NOW THEREFORE, for good and valuable consideration, the Parties to this Agreement hereby agree as follows:

A. Amendment Terms

- I. The Agreement is extended through September 30, 2022. The Contractor agrees that DHS, in its sole discretion, may extend the Agreement an additional four (4) weeks through October 31, 2022.
- II. The Scope of Work, as amended by the First Amendment shall remain in full force and effect for the remaining term of the Agreement. The Contractor agrees that DHS, in its sole discretion, may extend the Agreement on a weekly basis thereafter.
- III. The Budget for the period beginning September 1, 2022 through September 30, 2022 shall be \$9,200 as set forth on Attachment A hereto incorporated by reference herein. In the event this Agreement is extended for an additional four (4) weeks, the Contractor agrees to a weekly budget of \$766. All other cost documentation requirements in the Agreement shall remain in full force and effect through the remaining term of the Agreement.
- IV. The Parties agree to be bound by all other requirements, terms and conditions of the Agreement, the First Amendment, the Second Amendment and the Third Amendment not otherwise modified by this Amendment.

B. General Provisions

- I. To the extent that any of the terms or conditions contained in this Amendment contradict or conflict with any of the terms or conditions of the Agreement, the First Amendment, the Second Amendment or the Third Amendment, it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the Agreement, the First Amendment, the Second Amendment and the Third Amendment. All other terms and conditions of the Agreement, the First Amendment, Second Amendment and the Third Amendment shall remain in full force and effect.
- II. This Amendment may be executed in counterparts and by any electronic means, each of which shall be deemed an original but all of which together shall constitute this Amendment.

Attachment A

Budget

September 1, 2022 through September 30, 2022

NJ Excluded Fund CBO Budget Template
NJ Excluded Fund CBO- EXTENSION Budget Template

Organization Name: GBCA

Cost Breakdown

Personnel - Wages	\$ 7,645	
Personnel - FRINGES	\$ 1,555	
Subcontracting/Partner costs		
Travel	\$	-
Other	\$	-
	\$	
Total	9,200	

Weekly rate if Agreement if extended - \$766

Additional Information:

1 FT - 35 hours ; 1 PT - 15 hours

Please note that documentation of actual costs, including timesheet documents, must be submitted to DHS upon program completion. Grant funding in excess of actual costs must be returned to DHS.

**THIRD AMENDMENT TO AGREEMENT
IN CONNECTION WITH
THE EXCLUDED NEW JERSEYANS FUND PROGRAM**

This Third Amendment (this “Amendment”) to the Agreement by and between Greater Bergen Community Action (GBCA) (the “Contractor”), and the State of New Jersey, Department of Human Services (“DHS”) dated October 21, 2021 (the “Agreement”) is made effective as of May 1, 2022 (the “Effective Date”) (DHS and the Contractor, collectively the “Parties”).

RECITALS

WHEREAS, New Jersey residents have faced substantial financial hardship since the onset of the COVID- 19 pandemic;

WHEREAS, while many New Jersey residents have been able to access financial support from federal relief programs such as pandemic related unemployment assistance and stimulus payments, some New Jersey residents were excluded from this aid;

WHEREAS, DHS has established the Excluded New Jerseyans Fund (“ENJF”) with a funding allotment of \$40 million from Federal Coronavirus Relief Funds (CRF) to provide a one-time, direct cash benefit to New Jersey households with incomes at or below \$55,000 and were excluded from or ineligible for federal stimulus checks and/or pandemic related unemployment assistance, including undocumented individuals, individuals re-entering from the justice system, and any other individuals otherwise excluded;

WHEREAS, DHS has implemented the ENJF program with the support of service providers;

WHEREAS, the term of the Agreement was scheduled to expire on December 31, 2021;

WHEREAS, DHS and the Contractor signed an extension dated December 23, 2021 (the “Extension”) which extended the term of the Agreement to March 31, 2022;

WHEREAS, on January 27, 2022, Governor Phil Murphy made the announcement that the ENJF Program was being extended with American Rescue Plan Act of 2021 (“ARPA”) funds;

WHEREAS, DHS and the Contractor entered into an Amendment effective February 4, 2022 (the “First Amendment”) that modified and reduced the Scope of Work;

WHEREAS, DHS and the Contractor entered into an Amendment effective February 15, 2022 (the “Second Amendment”) that extended the term through April 15, 2022 with an option to extend through April 30, 2022;

WHEREAS, DHS exercised the option to extend the Agreement through April 30, 2022;

WHEREAS, Section 5.06 of the Standard Language Document permits the Parties to amend or modify the Agreement;

WHEREAS, the Parties desire to amend the Agreement as described below; and

NOW THEREFORE, for good and valuable consideration, the Parties to this Agreement hereby agree as follows:

A. Amendment Terms

- I. The Agreement is extended through July 31, 2022. The Contractor agrees that DHS, in its sole discretion, may extend the Agreement an additional four (4) weeks through August 31, 2022
- II. The Scope of Work, as amended by the First Amendment shall remain in full force and effect for the remaining term of the Agreement. The Contractor agrees that DHS, in its sole discretion, may extend the Agreement on a weekly basis thereafter.
- III. The Budget for the period beginning May 1, 2022 through July 31, 2022 shall be \$9,200.00 as set forth on Attachment A hereto incorporated by reference herein. In the event this Agreement is extended for an additional four (4) weeks, the Contractor agrees to a weekly budget of \$766. All other cost documentation requirements in the Agreement shall remain in full force and effect through the remaining term of the Agreement.
- IV. The Parties agree to be bound by all other requirements, terms and conditions of the Agreement, the First Amendment and the Second Amendment, not otherwise modified by this Amendment.

B. General Provisions

- I. To the extent that any of the terms or conditions contained in this Amendment contradict or conflict with any of the terms or conditions of the Agreement, the First Amendment or the Second Amendment, it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the Agreement, the First Amendment and the Second Amendment. All other terms and conditions of the Agreement, the First Amendment and the Second Amendment shall remain in full force and effect.
- II. This Amendment may be executed in counterparts and by any electronic means, each of which shall be deemed an original but all of which together shall constitute this Amendment.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Amendment on their behalf on the day and year as designated below.

Greater Bergen Community Action (GBCA)

Xiomara Guevara
Signature

6/7/2022
Date

Xiomara Guevara, COO &CLO
Print Name and Title

State of New Jersey
Department of Human Services



Signature

6/7/2022

Date

Johanna Calle, Director

Print Name and Title

Attachment A
Budget
May 1, 2022 through July 31, 2022

Organization Name:

GBCA

Cost Breakdown

Personnel - Wages	\$	7,645.00
Personnel - Fringe	\$	1,555.00
Consultants/Temporary Staffing	\$	-
Subcontracting/Partner costs	\$	-
Travel	\$	-
Other	\$	-
Total	\$	9,200.00

Weekly rate if Agreement is extended \$766

Additional Information:

1 FT - 35 hours ; 1 PT - 15 hours

Please note that documentation of actual costs, including timesheet documents, must be submitted to DHS upon program completion. Grant funding in excess of actual costs must be returned to DHS.

**SECOND AMENDMENT TO AGREEMENT
IN CONNECTION WITH
THE EXCLUDED NEW JERSEYANS FUND PROGRAM**

This Second Amendment (this "Amendment") to the Agreement by and between Greater Bergen Community Action (GBCA) (the "Contractor"), and the State of New Jersey, Department of Human Services ("DHS") dated October 21, 2021 (the "Agreement") is made effective as of February 15, 2022 (the "Effective Date") (DHS and the Contractor, collectively the "Parties").

RECITALS

WHEREAS, New Jersey residents have faced substantial financial hardship since the onset of the COVID- 19 pandemic;

WHEREAS, while many New Jersey residents have been able to access financial support from federal relief programs such as pandemic related unemployment assistance and stimulus payments, some New Jersey residents were excluded from this aid;

WHEREAS, DHS has established the Excluded New Jerseyans Fund ("ENJF") with a funding allotment of \$40 million from Federal Coronavirus Relief Funds (CRF) to provide a one-time, direct cash benefit to New Jersey households with incomes at or below \$55,000 and were excluded from or ineligible for federal stimulus checks and/or pandemic related unemployment assistance, including undocumented individuals, individuals re-entering from the justice system, and any other individuals otherwise excluded;

WHEREAS, DHS has implemented the ENJF program with the support of service providers;

WHEREAS, the term of the Agreement was scheduled to expire on December 31, 2021;

WHEREAS, DHS and the Contractor signed an extension dated December 23, 2021 (the "Extension") which extended the term of the Agreement to March 31, 2022;

WHEREAS, on January 27, 2022, Governor Phil Murphy made the announcement that the ENJF Program was being extended with American Rescue Plan Act of 2021 ("ARPA") funds;

WHEREAS, DHS and the Contractor entered into an Amendment effective February 4, 2022 (the "First Amendment") that modified and reduced the Scope of Work;

WHEREAS, Section 5.06 of the Standard Language Document permits the Parties to amend or modify the Agreement;

WHEREAS, the Parties desire to amend the Agreement as described below; and

NOW THEREFORE, for good and valuable consideration, the Parties to this Agreement hereby agree as follows:

A. Amendment Terms

- I. The Agreement is extended through April 16, 2022. The Contractor agrees that DHS, in

its sole discretion, may extend the Agreement an additional two (2) weeks through April 30, 2022.

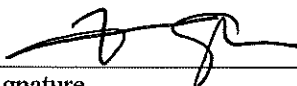
- II. The Scope of Work, as amended by the First Amendment, shall remain in full force and effect for the remaining term of the Agreement.
- III. The Budget for the period beginning February 15, 2022 through April 16, 2022 shall be \$38,400 as set forth on Attachment A hereto incorporated by reference herein. In the event this Agreement is extended for an additional two (2) weeks, the Contractor agrees to a weekly budget of \$4,800. All other cost documentation requirements in the Agreement shall remain in full force and effect through the remaining term of the Agreement.
- IV. The Parties agree to be bound by all other requirements, terms and conditions of the Agreement and the First Amendment, not otherwise modified by this Amendment.

B. General Provisions

- I. To the extent that any of the terms or conditions contained in this Amendment contradict or conflict with any of the terms or conditions of the Agreement or the First Amendment, it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the Agreement and the First Amendment. All other terms and conditions of the Agreement and the First Amendment shall remain in full force and effect.
- II. This Amendment may be executed in counterparts and by any electronic means, each of which shall be deemed an original but all of which together shall constitute this Amendment.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Amendment on their behalf on the day and year as designated below.

Greater Bergen Community Action (GBCA)



Signature

3/3/2022


Date

Xiomara Guevara, COO and Chief

Print Name and Title

Legal officer

**State of New Jersey
Department of Human Services**



Signature

3/3/2022

Date

Johanna Calle, Director, Office of New Americans

Print Name and Title

Attachment A

Budget

February 15, 2022 through April 16, 2022

Organization Name:

GBCA

Cost Breakdown

Personnel - Wages	\$	20,400
Personnel - Fringe	\$	4,000
Consultants/Temporary Staffing	\$	3,000
Subcontracting/Partner costs	\$	3,000
Travel	\$	500
Other	\$	7,500
Total	\$	38,400

Weekly rate if Agreement is extended until April 30, 2022

\$4,800.00/week

Additional Information:

4 FTEs - 90 hours each; 2 PTEs - 15 hours each

Please note that documentation of actual costs, including timesheet documents, must be submitted to DHS upon program completion. Grant funding in excess of actual costs must be returned to DHS.

**AMENDMENT TO AGREEMENT
IN CONNECTION WITH
THE EXCLUDED NEW JERSEYANS FUND PROGRAM**

This Amendment (this "Amendment") to the Agreement by and between Greater Bergen Community Action (GBCA) (the "Contractor"), and the State of New Jersey, Department of Human Services ("DHS") dated October 21, 2021 (the "Agreement") is made effective as of February 4, 2022 (DHS and the Contractor, collectively the "Parties").

RECITALS

WHEREAS, New Jersey residents have faced substantial financial hardship since the onset of the COVID- 19 pandemic;

WHEREAS, while many New Jersey residents have been able to access financial support from federal relief programs such as pandemic related unemployment assistance and stimulus payments, some New Jersey residents were excluded from this aid;

WHEREAS, DHS has established the Excluded New Jerseyans Fund ("ENJF") with a funding allotment of \$40 million from Federal Coronavirus Relief Funds (CRF) to provide a one-time, direct cash benefit to New Jersey households with incomes at or below \$55,000 and were excluded from or ineligible for federal stimulus checks and/or pandemic related unemployment assistance, including undocumented individuals, individuals re-entering from the justice system, and any other individuals otherwise excluded;

WHEREAS, DHS has implemented the ENJF program with the support of service providers;

WHEREAS, the term of the Agreement was scheduled to expire on December 31, 2021;

WHEREAS, DHS and the Contractor signed an extension dated December 23, 2021 (the "Extension") which extended the term of the Agreement to March 31, 2022;

WHEREAS, Section 5.06 of the Standard Language Document permits the Parties to amend or modify the Agreement;

WHEREAS, the Parties desire to amend the Agreement as described below;

NOW THEREFORE, for good and valuable consideration, the Parties to this Agreement hereby agree as follows:

A. Amendment Terms

- I. The Scope of Work for the remaining term of the Agreement shall be modified and reduced in accordance with Attachment A to this Amendment, incorporated herein by reference.
- II. The Budget for the remaining term of the Agreement shall remain in full force and effect. The funds under the Agreement previously allocated for application processing shall be made available for the services under the reduced Scope of Work in Attachment A. All other cost

documentation requirements in the Agreement shall remain in full force and effect through the remaining term of the Agreement.

III. The Parties agree to be bound by all other requirements, terms and conditions of the Agreement, not otherwise modified by this Amendment.

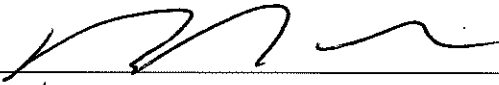
B. General Provisions

I. To the extent that any of the terms or conditions contained in this Amendment contradict or conflict with any of the terms or conditions of the Agreement, it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the Agreement. All other terms and conditions of the Agreement shall remain in full force and effect.

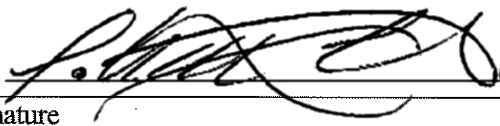
II. This Amendment may be executed in counterparts and by any electronic means, each of which shall be deemed an original but all of which together shall constitute this Amendment.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Amendment on their behalf on the day and year as designated below.

Greater Bergen Community Action (GBCA)

 _____ Signature	<u>2/8/2022</u> _____ Date
<u>Robert F. Halsch Jr.</u> Print Name and Title	

**State of New Jersey
Department of Human Services**

 _____ Signature	<u>02/08/2022</u> _____ Date
<u>Johanna Calle, Director, Office of New Americans</u> Print Name and Title	

Attachment A

Amended Scope of Work

- Coordinate and organize application assistance events in partnership with local stakeholders, including state and local government officials and/or other trusted community leaders and organizations.
- Provide direct and ongoing application assistance to new and current applicants and ensure applicants understand new eligibility criteria, application process and required documentation with the goal to assist individuals submit applications with supporting documents.
- Increase awareness of the program by disseminating program materials provided by the department, sharing information via social media platforms, and coordinating with DHS on press engagements related to the program.
- Provide in-person office hours and phone hours to assist new or current applicants with questions about application submission, required documents or general questions about program eligibility.

**EXTENSION OF AGREEMENT
IN CONNECTION WITH
THE EXCLUDED NEW JERSEYANS FUND PROGRAM**

This extension of the agreement (this “Extension”) is made effective as of December 31 2021, by and between Greater Bergen Community Action (GBCA) (the “Contractor”), whose address is 392 Main Street, Hackensack, NJ 07601 and the State of New Jersey, Department of Human Services ("DHS") (collectively, the "Parties").

RECITALS

WHEREAS, New Jersey residents have faced substantial financial hardship since the onset of the COVID- 19 pandemic;

WHEREAS, while many New Jersey residents have been able to access financial support from federal relief programs such as pandemic related unemployment assistance and stimulus payments, some New Jersey residents were excluded from this aid;

WHEREAS, DHS has established the Excluded New Jerseyans Fund (“ENJF”) with a funding allotment of \$40 million from Federal Coronavirus Relief Funds (CRF) to provide a one-time, direct cash benefit to New Jersey households with incomes at or below \$55,000 who have suffered an economic hardship due to COVID-19 and were excluded from or ineligible for federal stimulus checks and/or pandemic related unemployment assistance, including undocumented individuals, individuals re-entering from the justice system, and any other individuals otherwise excluded;

WHEREAS, DHS has implemented the ENJF program with the support of service providers;

WHEREAS, DHS and the Contractor signed an agreement dated October 25, 2021 (the “Agreement”) which expires on December 31, 2021;


WHEREAS, DHS desires the Contractor continue to provide support to the ENJF through March 31, 2022 and the Contractor has agreed to continue supporting the ENJF;

NOW THEREFORE, for good and valuable consideration, the Parties to this Agreement hereby agree as follows:

- I. The Agreement is extended for a period of three (3) months, from January 1, 2022 to March 31, 2022.
- II. Pricing and services in the Agreement will remain the same, effective upon execution of this Extension.
- III. Terms and Conditions - The Parties agree to be bound by all other requirements, terms and conditions of the Agreement, not otherwise modified by this Extension.
- IV. Execution of Extension - The parties hereto agree that this Extension may be executed in counterpart, each original signed page to become part of the original document.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement on their behalf on the day and year as designated below.

Greater Bergen Community Action (GBCA)



Signature


December 23, 2021

Date

Robert F. Halsch, President & CEO

Print Name and Title

**State of New Jersey
Department of Human Services**



Signature

12/22/2021

Date

Johanna Calle, Director, Office of New Americans

Print Name and Title