

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

This agreement (this "Agreement") is made effective as of October 21, 2021, by and between Wind of the Spirit Immigrant Resource Center, whose address is 40 Sussex Ave, Morristown, NJ 07960 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 is establishing the Excluded New Jerseyans Fund ("ENJF") with a funding allotment of \$40 million from Federal Coronavirus Relief Funds 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 is implementing the ENJF program with the support of service providers; and

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

1. The recitals are incorporated by reference as if set forth at length herein.
2. The State of New Jersey Federally Funded Contract Rider in Attachment A is incorporated into this Agreement by reference and shall supersede all other terms.
3. The Parties agree the agreement between Wind of the Spirit Immigrant Resource Center and DHS in connection with ENJF consists of the following documents (which shall be collectively referred to as the "Contract"):
 - A. This Agreement;
 - B. The DHS Standard Language Document, effective on October 21, 2021 ("SLD");
 - C. The Request for Proposals for the Excluded New Jerseyans Fund Program posted to the DHS website on September 17, 2021;
 - D. Updated budget sent to DHS on October 21, 2021; and
 - E. Proposal from Wind of the Spirit Immigrant Resource Center dated October 1, 2021.

In the event of a conflict in the terms and conditions among the documents comprising the Contract, the above order shall prevail for purposes of the interpretation thereof (listed

from highest ranking to lowest ranking).

4. Wind of the Spirit Immigrant Resource Center shall maintain all records derived from and in support of the Contract for a period of seven (7) years after the Contract has expired or been terminated, except to the extent that such retention is inconsistent with the requirements of applicable state or federal law. For purposes of this provision, Wind of the Spirit Immigrant Resource Center at a minimum shall protect and maintain the security of DHS data on its network/systems in accordance with generally accepted industry practices; Any Personally Identifiable Information must be protected. All data must be classified, handled and disposed in accordance with the New Jersey Statewide Information Security Manual (SISM). As applicable, the Provider shall also conform to Payment Card Industry (PCI) Data Security Standard.

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.

Wind of the Spirit Immigrant Resource Center

Dianna Y. Mejia
Signature

October 21, 2021
Date

DIANNA Y. MEJIA
Print Name and Title

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

Johanna Calle
Signature

10/25/2021
Date

Johanna Calle, Director, Office of New Americans
Print Name and Title

Attachment A

STATE OF NEW JERSEY FEDERALLY FUNDED CONTRACT RIDER ADDITIONAL TERMS REQUIRED BY 2 CFR 200.317

A TERMS RELATING TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

The provisions set forth in this Federally Funded Contract Rider apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317, and are in addition to those in the Agreement.

A.1 PROCUREMENT OF RECOVERED MATERIALS

To the extent that any other requirement in the contract requires the contractor to provide any of the following items, this Section A.1 of the Federally Funded Contract Rider modifies the terms of the other Agreement requirements.

Pursuant to 2 CFR 200.322, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. 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.

A. Designated items are those set forth in 40 CFR 247 subpart B, as may be amended from time to time, including:

1. Paper and paper products listed in 40 CFR 247.10;
2. Certain vehicular products as listed in 40 CFR 247.11;
3. Certain construction products listed in 40 CFR 247.12;
4. Certain transportation products listed in 40 CFR 247.13;
5. Certain park and recreation products, 40 CFR 247.14;
6. Certain landscaping products listed in 40 CFR 247.15;
7. Certain non-paper office products listed in 40 CFR 247.16; and

8. Other miscellaneous products listed in 40 CFR 247.17.

B. As defined in 40 CFR 247.3, "recovered material" means:

1. waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process; and

2. for purposes of purchasing paper and paper products, means waste material and byproducts that have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the case of paper and paper products, the term recovered materials includes:

a. Postconsumer materials such as --

i. Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; and

ii. All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste, and

b. Manufacturing, forest residues, and other wastes such as --

i. Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel in smaller rolls of rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

ii. Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others;

iii. Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues;

iv. Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and

v. Fibers recovered from waste water which otherwise would enter the waste stream.

C. For contracts in an amount greater than \$ 100,000, at the beginning of each contract year, contractor shall provide the State estimates of the total percentage of recovered material utilized in the performance of its contract for each of the categories listed in subsection (A). For all contracts, at the conclusion of each contract

year, contractor shall certify to the State the minimum recovered material content actually utilized in the prior contract year.

A.2 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."

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:

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.

A.3 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 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be 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. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the 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"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The provisions of 29 C.F.R. 3.1 to 3.11 are incorporated into this contract as if set forth at length herein.

A.4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

If applicable, if this Agreement's value is in excess of \$100,000 and involves the employment of mechanics or laborers the following provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) the Contractor shall comply with the following:

Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

A.5 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 this Agreement is 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 parties 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 federal agency.

A.6 CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

A.7 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Contractor states that it is not listed on the government wide exclusions in the SAM.

A.8 BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors to Agreements valued in excess of \$ 100,000 must file the required certification under 31 U.S.C. 1324. 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.

A.9 TERMINATION

In addition to any provision in the Agreement, this Agreement may be terminated by the State: a) upon material breach of the Agreement by Contractor upon five days written notice during which five days the Contractor shall have the opportunity to cure the material breach, or b) for convenience on 30 days' notice by the State.

A.10 RECORDS RETENTION AND AUDIT

Contractor shall maintain all records related to the Agreement and any goods or services provided hereunder for five years after the State makes the final payment on the final invoice pursuant to the Agreement. Contractor shall make all records related to the Agreement available to the State or federal Government and to any person(s) authorized by the State or federal government to review or audit such records.

A.11. SEALS

Contractor shall not use the State or federal seals, logos, crests or reproductions of flags without written approval of the State or federal government, as applicable.

A.12 ASSURANCES.

During the term of or the performance of the work required under this Agreement, Contractor shall comply all applicable State and federal laws with regard to this Agreement.

STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES

SUBJECT: Department of Human Services' Standard Language Document for Social Service and Training Contracts

EFFECTIVE: This policy circular shall become effective on July 1, 2010 and shall be implemented as new Contracts commence or existing Contracts are renewed thereafter.

PROMULGATED: June 30, 2010

SUPERSEDES: Policy Circular P2.01, Department of Human Services' Standard Language Document for Social Service and Training Contracts promulgated July 20, 2009.

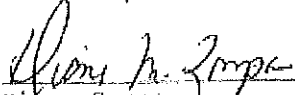
I. SCOPE

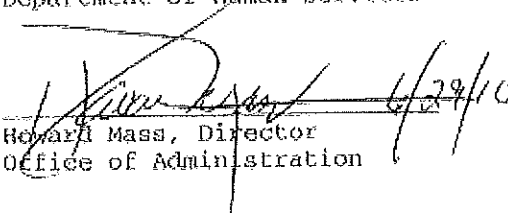
This policy circular applies to all Contracts.

II. POLICY

- A. The Standard Language Document, Attachment 1, establishes non-negotiable obligations, responsibilities, rights and relationships of the Contract parties. Programmatic and fiscal differences among Contracts are contained in the Contract Annex (es).
- B. Contracts with effective dates on or after July 1, 2010, shall use this document.

Issued by:


Diane Zompa
Chief of Staff
Department of Human Services


Howard Mass, Director
Office of Administration

STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES

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 Human Services (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 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. Designating the State as an additional insured permits the Department to pay the premium should the insured fail to do so.

Annex (es) means the attachment(s) to this document containing programmatic and financial information.

Consumer means an individual receiving services from or funded in whole or in part by DHS or one of its departmental components.

Contract means this document, the Annex (es), any additional appendices or attachments (including any approved assignments, subcontracts or modifications) and all supporting documents. The Contract constitutes the entire agreement between the parties.

Contractor means the person or entity entering into this contract with DHS or one of its departmental components.

Department means the New Jersey Department of Human Services. It means, where appropriate from the context, the division, commission, bureau, office, unit or other designated component of the Department of Human Services responsible for the administration of particular Contract programs.

Departmental Component means the divisions, bureau, commissions, office or other unit within the Department responsible for the negotiation, administration review, approval, and monitoring of certain social service or training Contracts.

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 the Annex(es) 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 means the person or entity entering into this contract with DHS or one of its departmental components.

Subcontractee means the legal entity that enters into a Contractual arrangement with a Contractee (Contracted Provider Agency) or another Subcontractee, no matter how many interceding administrative Tiers (levels) separate the parties.

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 Annex (es), 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 the Annex (es). Total payments shall not exceed the maximum Contract amount, if any, specified in the Annex (es). 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.

Section 3.02 Reporting. The Provider Agency shall submit to the Department programmatic and financial reports on forms provided by the Department. The reporting frequency and due date(s) are specified and sample forms to be used are included in the Annex (es), 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: State and local laws relating to licensure; federal and State laws relating to safeguarding of client information; the federal Civil Rights Act of 1964 (as amended); 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; the federal Equal Employment Opportunity Act; Section 504 of the federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap, and regulations thereunder; the Americans With Disabilities Act (ADA), 42 U.S.C. 12101 et seq. 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. DHS is a covered entity pursuant to the Health Insurance Portability and Accountability of 1996, 42 U.S.C.A. §1320d et seq. (HIPAA); 45 CFR Parts 160 and 164. Before a Provider 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 Human Services Business Associate Agreement (BAA). A Provider Agency, whose work under this Contract does not involve PHI is not required to execute a BAA. DHS 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 a Consumer'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 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 consumer and shall not disclose these records except where disclosure is consistent with applicable DHS regulations, the BAA, if any, and is:

1. to the consumer, or his or her legal guardian, if any, or if the consumer is a minor, to the consumer's parent; or
2. necessary to carry out the work of this Contract;
3. in response to a proper inquiry for information, but not Records, as to the consumer's current medical condition to any relative, friend, or to the consumer's personal physician or attorney, if it appears that the information is to be used directly or indirectly for the benefit of the consumer; or
4. relevant to a consumer's current treatment and is being disclosed to the staff of another community agency, screening service, short-term care or psychiatric facility.

Section 3.05 Business Registration. According to P.L. 2001, c. 134 (N.J.S.A. 52:32-44 et seq.) all profit and non-profit corporations (domestic and foreign), as well as, all limited partnerships, limited liability companies, and limited liability partnerships must submit annual reports and associated processing fees (annual business registration) to the Division of Revenue, Department of the Treasury commencing with the year after they file for their Certificate of Incorporation with the State of New Jersey. No State agency (the Department) 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 or its annual business registration is current. Failure to comply with this paragraph or the citation referenced above shall be grounds for the Department to Terminate this Contract for cause.

Section 3.06 Set-Off for State Tax and Child Support. Pursuant to N.J.S.A. 54:49-19, if the Contractor 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 an 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 Service 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 deemed to be in breach of contract which would be subject to termination by the Department.

Section 3.08 Contractor Certification and Disclosure of Political Contributions. N.J.S.A. 19:44A-20.13-20.25 that codified Public Law 2005, Chapter 51 and Executive Order 134, and Executive Order 117 require 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 Contractor/Bidder 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 Contractor/Bidder for a period of up to five years.

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

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 contractor 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 Affirmative Action. During the performance of this Contract, the contractor (Provider Agency) agrees as follows:

The Provider Agency and its subcontractor, 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 or disability.

The Provider Agency will also take affirmative action to ensure that such applicants are recruited and employed, 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 or disability. Such action shall include, but not be limited to the following: employment; promotion; 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 Provider Agency agrees to post in conspicuous places that are readily available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The Provider Agency or subcontractor shall state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, 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 or disability.

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

The Provider Agency or subcontractor agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

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.

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

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 Federal law and applicable Federal court decisions.

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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender or disability, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Provider Agency and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO 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 Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 (N.J.A.C. 17:27).

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). 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 Department policies and procedures for determining the reasonableness, allowability and allocability of costs under this Contract.

Section 3.13 Audit. The Department requires timely submission of the Provider Agency's annual organization-wide audit. Non-compliance will be grounds for termination.

Audits shall be conducted in accordance with Policy Circular P7.06, Audit Requirements, Generally Accepted Auditing Standards as specified in the Statements on Auditing Standards issued by the American Institute of Certified Public Accountants; Government Auditing Standards issued by the Comptroller General of the United States and the Single Audit Act Amendments of 1996 (The Single Audit Act); Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-Profit Organizations and New Jersey OMB Circular 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.

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 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 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.

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 contractor must pay the prevailing wages to each designated worker class engaged under the contract at wage rates determined by the U.S. Secretary of Labor.

In addition, any State funds in excess of \$2,000 utilized through a subsequent Provider Agency contract or subcontract for any public work in which the Department is a party, or for public work to be done on property or premises leased or to be leased by the Department shall comply with the NJ 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 Policy Circular P7.01, Contract Closeout, including the timely 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, Non-renewal or Termination.

IV. Expiration, Non-Renewal and/or Termination

The Department may in accordance with the sections below allow a Contract to expire and or not be renewed.

Section 4.01. The Department or Provider Agency may let this Contract expire at the end of the contract term upon 60 Days' advance written Notice to the other party for any reason whatsoever, including lack of funding by the Department. In the case of contract awards that are made on a time limit basis (i.e. Federal Grant, Special Appropriation; one time funding to support a program), the 60 day notice is not required.

Section 4.02 Contract Settlement. When a Contract has expired under any section of Article IV of this Contract or Policy Circular P9.05, Contract Default, the Provider Agency shall be prohibited from incurring any additional obligations of Contract funds. The Department may allow costs that the Provider Agency could not reasonably avoid during the Expiration 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.

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

Section 4.03 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 Circular P9.05, Contract Default. Notice shall follow the procedures established in the Policy Circular.

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 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 4.04 Termination by the Department or Provider Agency. The Department or Provider Agency may terminate this Contract upon 60 Days' advance written Notice to the other party for any reason whatsoever, including lack of funding by the Department.

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 4.05 Termination Settlement. When a Contract is terminated under any section of Article IV of this Contract or Policy Circular P9.05, Contract Default, the Provider Agency shall be prohibited from incurring additional obligations of Contract funds. The Department may allow costs that 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.).

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: (1) approve the assignment and continue the Contract to term; (2) approve the assignment conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the Department; or (3) 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 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 the Annex (es) 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 Human Services from taking any other actions available to them under any other provisions of this Contract or otherwise in law.

The Provider's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss,

expense or damage resulting from the acts occurring prior to termination.

Section 5.05 Insurance. The Provider Agency shall maintain adequate insurance coverage. The State of New Jersey, Department of Human Services and the Departmental Component shall be included as an Additional 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 pay the premium and, upon Notice to the Provider Agency, reduce payment to the Provider Agency by the amount of the premium payment. The Provider Agency is responsible for forwarding a copy of its insurance policy declaration page to the Contracting Departmental Component for its contract files.

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 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 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 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 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 the

opportunity to experience any and all available social services irrespective of their ethnic or cultural heritage.

Section 5.10 Copyrights. The State of New Jersey 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 close-out 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 shall recognize and agree 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 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.

Section 5.13 Collective Bargaining. State and federal law allow 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 Human Services 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 Human Services.

As such, the Provider Agency acknowledges that it is an independent contractor, providing services to the Department of Human Services, typically through a contract-for-services agreement. As independent contractors, Provider Agencies are responsible for the organization's overall functions which includes 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.

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.

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

Section 5.16 Salary Compensation Limitation (Excludes Physician and Advanced Practice Nurses). The amounts paid under this contract to the Provider Agency for employee compensation are subject to the following conditions:

(i) Full-time Salary Compensation Limitation. No monies under the contract shall be paid to the Provider Agency for costs of any individual salary (including bonuses) to be paid to any of the Provider Agency's full-time employees (excluding Physician and Advanced Practice Nurses) in excess of the schedule set forth below:

Full-time Salary Compensation Limitation Schedule

Full-time Salary Compensation Limitations vary as follows: Only one Full-time Salary Compensation Limitation shall be applicable to each Provider Agency. This includes the aggregate of all contracts held with: 1) the Department of Human Services and 2) the Department of Children and Families.

For Provider Agencies with gross revenue (based on the last annual audit report) for the entire organization of:

- a) Over \$20 million, the limitation shall be \$141,000 (Benchmark Salary),
- b) Over \$10 million, but less than or equal to \$20 million the limitation shall equal 90% of the Benchmark Salary (\$126,900),
- c) Over \$5 million, but less than or equal to \$10 million the limitation shall equal 85% of the Benchmark Salary (\$119,850),
- d) Less than \$5 million, the limitation shall equal 75% of the Benchmark Salary (\$105,750).

(ii) Part-time Salary Compensation Limitation. The salary compensation limitation for a part-time employee, or for an employee whose time is only partly spent on activities compensated under this contract, shall be calculated by prorating the compensation for the position as prescribed under the Full-time Salary Compensation Limitation Schedule. The prorated percentage shall be specified in the Annex B and shall be determined by the regular number of work hours for that Part-time title or that the employee is scheduled to work on matters compensated under this contract;

(iii) Any salary paid to any employee in excess of these limitations must be paid out of funds received from sources other than this Contract, or funds other than those received from other contracts held within the Department of Human Services or Department of Children and Families;

(iv) The Full - or Part-time Salary Compensation Limitation will apply to cost reimbursement contracts at the time of contract renewal;

(v) Any fixed/fee for service rate contracts set prior to the adoption of this amendment is not subject to the salary compensation limitations prescribed in Section 5.16(i) or (ii), however, any fixed/fee for service rate contract set prior to the adoption of this amendment that is subsequently renewed at a higher rate are subject to the Salary Compensation Limitation Schedule prescribed in Section 5.16 (i) or (ii);

(vi) Any fixed/fee for service rate developed for a new program or service in an existing contract are subject to the Salary Compensation Limitation Schedule prescribed in Section 5.16(i) or (ii);

(vii) Any new contracts entered into after the date of the adoption of this amendment are subject to the Salary Compensation Limitation Schedule prescribed in Section 5.16 (i) or (ii).

Section 5.17 Salary Compensation Limitation for Physician and Advanced Practice Nurses. The amounts paid under this contract to the Provider Agency to compensate Physicians and Advanced Practice Nurses are subject to the following conditions:

- (i) A maximum compensation of \$212,000 per annum, regardless of the amount of gross revenues of the entire organization;
- (ii) Part-time Physicians and Advanced Practice Nurse's compensation will be calculated pursuant to Section 5.16 (ii).

Section 5.18 Compensation Limitation for Fringe Benefits. This section is being reserved for future consideration.

Section 5.19 Compensation Limitation for Employee Severance Agreement. Unless an exception has been approved by the Departmental Component for a specific circumstance, the amounts paid under this contract to the Provider Agency for an employee severance agreement are subject to the following conditions:

- (i) The Provider Agency has an established written uniform severance agreement for all employees covered under the contract;
 - (a) No monies shall be paid to the Provider Agency for a severance payment to any employee in excess of the equivalent of two (2) weeks compensation (salary and fringe benefits);
 - (b) No monies shall be paid to the Provider Agency for a severance payment to any employee that has been employed by the Provider Agency for less than one (1) year of continuous employment; and
 - (c) No monies shall be paid to the Provider Agency for a severance payment to any employee that was discharged for cause (as cause is determined by the Provider Agency's policies).
- (ii) If the Provider Agency does not have an established written uniform severance agreement, no monies shall be paid to the Provider Agency for a severance payment for any employee covered under the contract.

Section 5.20 Compensation Limitation for Employee Travel Expenses. The amounts paid under this contract to the Provider Agency for staff travel including; conference and registration fees, mileage reimbursement, meals and incidental expenses (M&IE), parking, and

overnight lodging accommodations for employees who are compensated in whole or in part under this contract are subject to the following conditions:

(i) General Provisions:

(a) In- and out-of-state travel must be directly related to the employee's duties as set forth in the contract and/or be required for accreditation and/or licensure of the contracted program;

(b) For in-state travel and for out-of-state travel that is within 50 miles of the border of the State where the Provider Agency is located, no monies provided under the contract shall be used for employee lodging expenses unless previously approved by the Departmental Component;

(c) Travel costs may be charged on an actual basis and may include a mileage reimbursement rate, as well as meals and incidental expenses (M&IE) up to, but not to exceed the Federal reimbursement rates (refer to the Federal internet web site, <http://www.gsa.gov>. for current rates) in effect at the time the employee traveled.

(ii) In-State Provisions: The Provider Agency may not approve any in-state travel reimbursement in excess of two-hundred and fifty dollars (\$250.00) per employee, per event, unless written approval is obtained from the departmental component's contracting authority prior to such travel;

(iii) Out-of-State-Provisions:

(a) The Provider Agency must obtain prior-approval from the departmental component's contracting authority for an employee's out-of-state travel, regardless of travel costs, unless such travel is no further than 50 miles from the border of the state where the Provider Agency is located, and travel costs per employee are less than two-hundred and fifty dollars (\$250.00); and

(b) Out-of-state travel (excluding travel no further than 50 miles from the border of the State where the Provider Agency is located) or travel costs in excess of the two-hundred and fifty dollar (\$250.00) limit by the employee, that was not pre-approved by the departmental component's contracting authority shall not be eligible for reimbursement under the contract.

Section 5.21 Compensation Limitation for Employee Tuition Reimbursement. The amounts paid under this contract to the Provider

Agency for tuition reimbursement and related expenses are subject to the following conditions:

(i) No monies paid to the Provider Agency under the contract shall be used for any costs incurred by the Provider Agency's employees to attend any educational courses including tuition, textbooks, supplies, etc. unless such courses are required by the contract or for program licensure, certification, and/or Medicaid standards; or;

(ii) No monies paid to the Provider Agency under the contract shall be used for any costs incurred by the Provider Agency's employees to attend educational courses including tuition, textbooks supplies, etc. unless such courses are towards a field of service related to the Provider Agency's contract and the allocated contract monies do not exceed the lesser of \$5000 or 1% of the Provider Agency's total annual operating budget; and

(iii) There are monies allocated in the Provider Agency's approved contract budget for the specific educational expenses consistent with Section 5.21(i) and (ii).

Section 5.22 Compensation Restriction for Provider Agency Sponsored Meetings, Conferences, Training, or Special Events. The amounts paid under this contract to the Provider Agency for the cost of administrative meetings, conferences, or special events are subject to the following condition:

(i) No such monies under the contract shall be paid to the Provider Agency for costs associated with meetings, conferences, or special events where agency staff is the beneficiary of the event. Unallowable costs include, but are not limited to the following: meals and refreshments, entertainment, overnight lodging, receptions or other social functions held for honoring all staff;

(ii) The Provider Agency may use monies under the contract to cover training-related costs such as modest facility costs and nominal refreshments, e.g. coffee, tea, water, soda, donuts, pastries, cookies, and bagels.

Section 5.23 Criteria for and Processing a Vehicle Request. The Provider Agency may request a new or replacement vehicle to be paid from monies under the contract only under the following conditions:

(i) The Provider Agency must request written approval from the departmental component's contracting authority to purchase or replace a vehicle and each request must be accompanied by the following supporting documentation. The request may be denied even if all supporting documentation is supplied. Documentation required includes:

(a) Explanation as to why the purchase or replacement of the vehicle is required to fulfill contractual obligations;

(b) Assurance that no one Provider Agency employee will be permanently assigned the vehicle;

(c) Assurance that the Provider Agency has sufficient funds to cover the vehicle's operating costs for the anticipated useful life of the vehicle;

(d) Submission of three (3) written bids for the same year, make, model, and option package;

(e) If the vehicle is a replacement vehicle, documentation consistent with Section 5.23 (ii) below;

(f) Any exceptions to the criteria and purchasing requirements (Section 5.23 (i) (a)-(e)), will be dealt with on a case by case basis with the departmental component's contracting authority; and

(g) If the request is approved, the Provider Agency shall be required to purchase the vehicle from the lowest-priced vendor consistent with Section 5.23 (i) (d).

(ii) The Provider Agency may request to replace an existing vehicle under any of the following conditions:

(a) odometer reading exceeds 125,000;

(b) vehicle age is 10 years or older;

(c) repair costs to maintain operational capacity of vehicle would exceed fifty (50) per cent of current trade-in Blue Book value of vehicle;

(d) repair costs have exceeded fifty (50) per cent of the current trade-in Blue Book value over the course of the past year;

(e) vehicle was involved in an accident and deemed "totaled" by the insurance carrier; and

(f) upon written request supported by sufficient documentation, the Departmental component's contracting authority determines that the vehicle is no longer road worthy and unsafe to drive.

(iii) If the Provider Agency receives approval to purchase a vehicle, the maximum cost of the vehicle including all dealer fees and charges may not exceed \$25,000 per vehicle. This limitation excludes passenger vans, or specialized and adaptive vehicles for handicapped consumers.

(iv) When a Provider Agency has a fleet management program that includes leased vehicles, the Provider Agency may obtain approval on a program basis so that the Provider Agency does not require approval on a vehicle basis.

CONTRACT SIGNATURES AND DATES

The terms of this Contract have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Contract set forth on the preceding pages in Articles I through Article V, and any related Annexes.


This Contract contains 23 pages and is the entire agreement of the parties. Oral evidence tending to contradict, amend or supplement the Contract is inadmissible; the parties having made the Contract as the final and complete expression of their agreement.

Wind of the Spirit Immigrant Resource Center

 10-21-2021
Signature Date

DIANA Y. MEDA
Print Name and Title

State of New Jersey
Department of Human Services

 10/21/2021
Signature Date

Johanna Calle, Director, Office of New Americans
Print Name and Title

STATE OF NEW JERSEY DEPARTMENT
OF HUMAN SERVICES
OFFICE OF NEW AMERICANS

REQUEST FOR PROPOSALS

Excluded New Jerseyans Fund Program

Issued September 17, 2021 – Applications due October 1, 2021

Johanna Calle, Director
Office of New Americans

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I. Purpose and Intent

Funding is available to service providers to assist the State of New Jersey Department of Human Services (DHS) in the implementation of the \$40 million Excluded New Jerseyans Fund (ENJF) Program. The funding will be provided to eligible service providers able to support the implementation of the ENJF Program by processing applications submitted, assisting applicants in the collection of supporting documentation, and determining eligibility based on that information. Additionally, service providers and/or their partners will assist individuals in submitting applications, and provide program education and outreach to individuals and households potentially eligible for the ENJF Program.

This Request for Proposals (RFP) is issued by DHS, Office of New Americans (ONA) seeking bidders to provide the services described in this RFP anticipated to begin on October 22, 2021 and ending when funds are exhausted or on December 30, 2021, whichever is sooner.

The following services are requested under this RFP:

Program Implementation: including processing applications received, collecting supporting documentation to determine eligibility, and making eligibility determinations in a timely manner to ensure funds are distributed fairly and on-time.

Program Outreach, Education and Support: including providing community education and outreach to eligible individuals and households and providing application assistance as needed.

Approximately \$900,000 in funding is available for the services encompassed by this RFP through December 30, 2021. An initial allocation of not less than \$10,000 in grant funding will be provided by DHS to successful bidders to allow for program outreach, startup, and related costs based on organizational size, capacity and regional reach. In addition, vendors will receive monthly payments equal to \$10 for each non-duplicate program application completed through the eligibility process during that month. Bidders must provide a budget using the provided template that includes all projected costs for outreach, start-up and application processing (using your organization's best estimate of application capacity during the program period). Please note that grantees must maintain expenditure documentation to be provided to DHS upon program conclusion.

The following summarizes the anticipated RFP schedule:

<i>Date</i>	<i>Action</i>	<i>Notes</i>
<i>September 17, 2021</i>	Notice of Funding Availability	
<i>September 22, 2021</i>	DHS Prospective Bidder Presentation	Voluntary meeting to explain program and RFP details.

September 24, 2021	Deadline for prospective bidders to submit questions to [REDACTED]	All questions received, along with answers, will be at https://www.state.nj.us/humanservice/providers/grants/rfprfi/index.html
October 1, 2021	Deadline for receipt of proposals	Proposals must be submitted to [REDACTED] no later than 5 pm. Complete proposals shall include a single PDF of all required documents (see Proposal Instructions, below) along with a completed budget template form.
October 8, 2021	Preliminary award announcement	
October 15, 2021	Appeal Deadline	
October 22, 2021	Final award announcement	
October 22, 2021	Anticipated start date	

Requirements

Responses submitted to this RFP must meet the following requirements:

- Bidders must meet the eligibility criteria;
- Full proposals are due no later than October 1, 2021 5:00 pm EST. Proposals must be submitted via email to: [REDACTED] Instructions on content of applications and submittal are below;
- Funds may be used to support collaborations between multiple organizations. Each proposal should identify the primary bidder and any other partners that will be funded by this grant, if awarded;
- Grant funds will be allocated based on organizational size, regional reach, and capacity to process and review applications and provide community outreach, education and assistance;
- Matching funds are not required, but leveraged support, including in the form of in-kind services are encouraged and may strengthen a bidder's proposal;
- Bidders are required to identify their capacity to complete a certain number of applications and/or level of outreach to prospective applicants;
- Bidders that are awarded grant funds will be required to prepare a final report at the end of the program following guidance that will be provided to all grantees;
- Successful bidders will be required to participate in compliance and eligibility training;
- Successful bidders will be paid in two distinct ways: a flat grant fund amount at the start of the program for program implementation/outreach services, and a payment of the per-completed application-fee on a monthly basis, with all grant funds received no later than December 30, 2021. All successful bidders must provide their final reports within 30 days of the completion of the ENJF Program.

II. Background and Population to Serve

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

DHS is establishing the 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. This includes those who have experienced any of the following from March 2020 to present due to COVID-19:

- Reduced income/wages as a result of employment loss, reduced hours, inability to work due to child's remote school situation or quarantine requirement
- Inability to pay for basic costs such as housing costs and medical expenses
- COVID illness or death of a household member

The ENJF will provide benefit payments of up to \$1,000 for individuals and \$2,000 per household based on eligibility and program criteria. Between 20,000 to 40,000 applications are expected for this initiative. Sample application and list of supporting documents available upon request.

III. Who can apply?

To be eligible for consideration to be awarded grant funds, the bidder must satisfy the following requirements:

- The bidder may be a non-profit or for-profit entity or governmental entity;
- The bidder must be in good standing with DHS if it has an existing grant or contract in place. If applicable, the bidder must have all outstanding Plans of Correction (PoC) for deficiencies submitted to DHS for approval prior to submission.
- The bidder must be fiscally viable based upon an assessment of the bidder's audited financial statements. If a bidder is determined, in DHS' sole discretion, to be insolvent or to present insolvency within the twelve (12) months after bid submission, DHS will deem the proposal ineligible for grant award.
- The bidder must not appear on the State of New Jersey Consolidated Debarment Report at <http://www.state.nj.us/treasury/revenue/debarment/debarsearch.shtml> or be suspended or debarred by any other State or Federal entity from receiving funds; and
- The bidder shall not employ a member of its Board of Directors in a consultant capacity.

Additional requirements of bidders:

- Ability to provide services to diverse communities across the state. Bidders must be able to provide services to at least one of the following counties with significant COVID impact and/or larger numbers of excluded populations: Essex, Passaic, Hudson, Union, Middlesex, Mercer, Monmouth, Ocean, Camden, Cumberland

- and Atlantic.
- Experience rapidly setting up infrastructure to support application-based programs.
 - Demonstrate at least two (2) years of experience providing culturally relevant and linguistically appropriate services to ethnically diverse immigrant communities, which may include, but should not be limited to, immigrant communities from the following geographic regions of origin: Asia/Pacific Islands, Central, South America and the Caribbean, and Africa and individuals re-entering from the criminal justice system.
 - Ability to assist applicants by phone.
 - Strong social media and community based presence for public education and outreach.
 - Experience with community outreach, public education, and information sharing with immigrant and refugee communities.
 - Experience with implementing social service programs such as cash, food, or housing assistance
 - Capacity to review applications and supporting materials to process between 1,000 to 5,000 applications during the Contract term.
 - Technological resources to access applications and materials virtually including web access and equipment for all employees.
 - Telephonic capacity to process applications via phone for those who are unable to submit applications electronically and provide customer service to applicants seeking updates and information on status of their application.
 - Demonstrates some experience with serving vulnerable communities, providing culturally relevant and linguistically appropriate services to ethnically diverse immigrant communities.

IV. Scope of Work

Successful bidders shall undertake initiatives in compliance with all applicable laws, regulations, and guidelines that further the objectives of the ENJF. For ENJF, successful bidders must be able to implement all of the following activities. DHS strongly encourages potential bidders to engage with other community partners able to support the community outreach and education components.

The following services are required for this RFP:

Program Implementation includes:

- Processing applications received
- Collecting supporting documentation to determine eligibility
- Making eligibility determinations in a timely manner to ensure funds are distributed equitably and on-time.

Program Outreach, Education and Support includes:

- Providing community education and outreach to eligible individuals and households.
- Providing application assistance as needed.

Successful bidders shall review applications and supporting documents to ensure eligibility criteria are met, following compliance guidelines.

Successful bidders shall interact with applicants by phone and/or in-person to obtain any additional materials for incomplete applications if additional information is needed. They will also serve as points of contacts for applicants looking for information and status updates about their applications.

V. General Contracting Information

Bidders must meet the terms and conditions of the DHS contracting rules and regulations as set forth in the Standard Language Document (“SLD”), the Contract Reimbursement Manual (“CRM”), and the Contract Policy and Information Manual (“CPIM”). These documents are available on the DHS website at:

<https://www.state.nj.us/humanservices/olra/contracting/policy/>

Bidders are required to comply with the Affirmative Action Requirements of Public Law 1975, c. 124 (N.J.A.C. 17:27) and the requirements of the Americans with Disabilities Act of 1991 (P.L. 101-336).

Budgets should accurately reflect the scope of responsibilities in order to accomplish the goals of this program.

All bidders will be notified in writing of DHS’ intent to award contract(s). Bid responses are considered public information and can be made available for a defined period after announcement of the contract awards and prior to final award, as well as through the State Open Public Records Act process at the conclusion of the RFP process.

All bidders should be aware of the requirements for posting of winning proposals and contract documents set forth in Executive Order 166. Please see Attachment F.

Successful bidders 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.

In accordance with DHS Policy P1.12 available on the web at: <https://www.state.nj.us/humanservices/olra/assets/documents/CPIManual.pdf>, funds awarded pursuant to this RFP will be kept separate from existing programs in place between the bidder and DHS/ONA until ONA determines, in its sole discretion, that the program is stable in terms of service provision, expenditures, and applicable revenue generation.

Should service provision be delayed through no fault of the successful bidder, funding

continuation will be considered on a case-by-case basis. Should services not be rendered, any funds which have been provided pursuant to this agreement shall be returned to DHS/ONA.

VII. Required Proposal Content

The ENJF funding will give priority consideration to bidders located in counties within the state identified in this RFP as having a larger COVID-impact and a larger percentage of target population, as well as experience in delivering services to these groups. Organizational capacity, regional reach, and experience working with vulnerable communities will be considered as well. All bidders must submit the following items:

Funding Proposal Cover Sheet (RFP Attachment A) All bidders must submit a written response that addresses organization's role in this program; overview of organization's work, programs, and initiatives; profile of experience with prospective applicant communities; short narrative; and capacity to implement this program in no more than 5-6 pages.

Specific Requirements – note this may be submitted in narrative or outline format.

- Organizational Capacity - This can include capacity accounting for partners on this proposal *(20 points)*
 - Demonstrate capacity and capability to provide services to geographically diverse communities across the state with a focus on at least one of the following counties with significant COVID impact and/or larger numbers of excluded populations: Essex, Passaic, Hudson, Union, Middlesex, Mercer, Monmouth, Ocean, Camden, Cumberland and Atlantic.
 - Demonstrate experience providing culturally relevant and linguistically appropriate services to ethnically diverse immigrant communities.
 - Demonstrate capacity to review applications and supporting documents, noting an estimate number of applications the organization can complete in the time allocated with the resources available.
- Program Implementation Capacity *(30 points)*
 - Bidders must outline how they will be able to assist potential applicants with completing an application, particularly applicants who lack digital access and need language support.
 - Overview of social service programs that the organization has implemented previously, including size of these programs, number of applicants served, type of benefits provided, and target community noting any experience serving vulnerable communities.
 - Number of staff that will be dedicated to this project and any other additional resources that your organization has available for this project.
 - Summary of technological and telephonic resources needed to implement the program.
 - Experience and capacity in providing phone customer support, including language access and cultural competency practices.

- Program Outreach, Education and Support Capacity (25 points)
 - Bidders need to demonstrate their capacity and experience in managing community education and outreach, which can include engaging other community partners. Bidders are encouraged to provide a list of potential community outreach partners for this RFP.
 - Outline of experience providing services to ethnically diverse communities, including language access and cultural competency practices. Note experience with community outreach, public education, and information sharing to immigrant communities as well as individuals in re-entry.
 - Estimate number of people the organization could do outreach to in the region or communities they serve.
 - Summary of capacity to access online applications and answer questions by phone.
 - Summary of social media engagement and presence in local community.

Budget (25 points) - Provide a proposed budget, not to exceed one page, that clearly describes budget categories and funds allocation consistent with the organizational capacity and proposed services bidders are able to provide based on the scope of work. Budgets should include administrative costs, equipment and supplies, staffing, community outreach and support, service provision costs associated with this program. Please include any costs that will be allocated to partner organizations. Budgets will be reviewed based on costs associated with the completion of applications as per organization's capacity outlined in proposal narrative. Please use the budget template provided for the budget proposal.

Allowable Costs

No funds from the ENJF grants may be used for lobbying activities as defined in accordance with guidance issued by the New Jersey Election Law Enforcement Commission at: https://www.elec.nj.gov/forcandidates/gaa_forms.htm.

Appendices

The following items must be included as appendices with the bidder's proposal. Please note that if items 10-13 are not submitted, the proposal will not be considered.

1. Bidder's mission statement;
2. Organizational chart;
3. Job descriptions of key personnel;
4. Outline of staff that will be dedicated for this program if already on staff;
5. A description of all pending and in-process audits identifying the requestor, the firm's name and telephone number, and the type and scope of the audit, if applicable;
6. List of the board of directors, officers and terms;
7. Copy of documentation of the bidder's charitable registration status;
8. Disclosure of Investment in Iran (www.nj.gov/treasury/purchase/forms.shtml);
9. Current State of New Jersey Business Registration. Bidders can obtain a copy at https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp; for an entity doing business with the State for the first time, it may register at <http://www.nj.gov/treasury/revenue>);
10. Department of Human Services Statement of Assurances (RFP Attachment D);

11. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (RFP Attachment E);
12. Statement of Bidder/Vendor Ownership Disclosure (www.nj.gov/treasury/purchase/forms.shtml);
13. Most recent single audit report (A133) or certified statements (submit only two [2] copies).
14. Any other audits performed in the last two (2) years (submit only two [2] copies).
15. Three (3) references from other agencies or organizations who have worked with you or know firsthand about your work. DHS will notify bidder prior to contacting references.

VIII. Submission of Proposal Requirements

ATTACHMENT B includes an application form that is also available as a Word document along with a Budget template (Excel spreadsheet). All applications must include the following combined as a single PDF with the exception of the completed budget template that must be attached to the transmittal email:

- a. Completed Application Form;
- b. All materials contained in the list of Appendices in Section VII of this RFP; and
- c. Completed Budget Template (in Excel format) as a separate document attached to the application transmittal email.

The completed application form using the template in Attachment B and the Appendices outlined in Section VII of this RFP should be combined into a single PDF document. Bidders should complete the budget form using the budget template provided. Bidders should email the combined single PDF document and completed budget form to [REDACTED] no later than **5:00 pm EST on October 1, 2021**.

IX. Review of Proposals

DHS, ONA will convene a review committee of public employees to review the recommendations and make final award decisions. The bidder is advised that the contract award may be conditional upon final contract and budget negotiation.

Additionally, if a bidder is determined, in DHS/ONA's sole discretion, to be insolvent or to present insolvency for this project, DHS/ONA will deem the proposal ineligible for grant award.

DHS/ONA reserves the right to reject any and all proposals when circumstances indicate that it is in its best interest to do so. DHS/ONA's best interests in this context include, but are not limited to, loss of funding, inability of the bidder(s) to achieve performance, an indication of misrepresentation of information and/or non-compliance with State and federal laws and regulations, existing DHS contracts, and procedures set forth in DHS Policy Circular P1.04(<http://www.nj.gov/humanservices/olra/ocpm/resources/manuals/>).

DHS/ONA will notify all bidders of grant awards, contingent upon the satisfactory final negotiation of a contract, by October 8, 2021.

X. Appeal of Award Decisions

An appeal of any award decision may be made only by a respondent to this RFP. All appeals must be made in writing and be received by DHS/ONA at the address below no later than 5:00 p.m. on October 15, 2021. The written appeal must clearly set forth the basis for appeal.

Appeals should be addressed to:

Johanna Calle
Director
Office of New Americans
Department of Human Services
P.O. Box 0700
222 South Warren Street
Trenton, NJ 08625

Please note that all costs incurred in connection with appeals of DHS decisions are considered unallowable cost for the purpose of DHS funding.

DHS will review all appeals and render a final decision by October 22, 2021. Grant award(s) will not be considered final until all timely filed appeals have been reviewed and final decisions rendered.

XI. Post Award Required Documentation

Upon final award announcement, the successful bidder(s) must be prepared to submit one (1) original signed copy of the documents below (if not already on file), as well as any other required documents. Copies, rather than original signed documents, may be submitted only where indicated below:

1. Most recent IRS Form 990/IRS Form 1120, and Pension Form 5500 (if applicable) (submit two [2] copies);
2. Copy of the Annual Report-Charitable Organization (for information visit: http://www.state.nj.us/treasury/revenue/dcr/programs/ann_rpt.shtml);
3. A list of all current contracts and grants as well as those for which the bidder has applied for from any Federal, state, local government or private agency during the grant term proposed herein, including awarding agency name, amount, period of performance, and purpose of the contract/grant, as well as a contact name for each award and the phone number;
4. Proof of insurance naming the State of New Jersey, Department of Human Services, Trenton, NJ 08625-0362 as an additional insured;
5. Board Resolution identifying the authorized staff and signatories for grant actions on behalf of the bidder, if applicable;
6. Current Agency By-laws, if applicable;
7. Current Personnel Manual or Employee Handbook, if applicable;
8. Copy of Lease or Mortgage, if applicable;
9. Certificate of Incorporation, if applicable;
10. Co-occurring policies and procedures, if applicable;

11. Conflict of Interest Policy;
12. Affirmative Action Policy;
13. Affirmative Action Certificate of Employee Information Report, newly completed AA 302 form, or a copy of Federal Letter of Approval verifying operation under a federally approved or sanctioned Affirmative Action program. (AA Certificate must be submitted within 60 days of submitting completed AA302 form to Office of Contract Compliance);
14. A copy of all applicable licenses;
15. Local Certificates of Occupancy;

16. Procurement Policy;
17. Current equipment inventory of items purchased with DHS funds (Note: the inventory shall include: a description of the item [make, model], a State identifying number or code, original date of purchase, purchase price, date of receipt, location at the successful bidder, person(s) assigned to the equipment, etc.);
18. All subcontracts or consultant agreements related to the DHS contract signed and dated by both parties;
19. Business Associate Agreement (BAA) for Health Insurance Portability Accountability Act of 1996 compliance, if applicable, signed and dated;
20. Updated single audit report (A133) or certified statements, if differs from one submitted with proposal;
21. Source Disclosure (EO129) (www.nj.gov/treasury/purchase/forms.shtml); and
22. Chapter 51 Pay-to-Play Certification (www.nj.gov/treasury/purchase/forms.shtml).

XII. Attachments:

(See following pages)

Attachment A – Proposal Cover Sheet

**STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES
Office of New Americans Proposal Cover Sheet**

Project Title: _____

Incorporated Name of Bidder: _____

Eligibility Type (check to confirm eligibility):

_____ Non-profit bidder with IRS approved 501(c)(3) status that can coordinate and implement social service programs including benefits programs that require eligibility screening and benefits allocations in large volume, as well as able to provide direct services and/or community outreach and education within the community, and/or have a regional or statewide presence within target population that could benefit from the ENJF These may include faith-based organizations, nonprofit organizations that provide wrap-around resources and support for families, etc.;

Federal ID Number: _____ **Charities Reg. Number (if applicable)** _____

DUNS Number: _____

Address of Bidder: _____

Website of Bidder: _____

Bidder Organization Profile - State mission and briefly describe areas of expertise and focus:

Chief Executive Officer Name and Title: _____

Phone No.: _____ **Email Address:** _____

Contact Person Name and Title: _____

Phone No.: _____ **Email Address:** _____

Total ENJF grant funds requested: _____

Total number of residents to be impacted: _____ (If applying for the Program Application, Eligibility Review, and Customer Service Grant note estimate number of processed applications).

Geographical area served: _____

Brief description of organizational capacity and interest in the ENJF program: _____

Application partners (include additional sheets as necessary)

Organization Name: _____

Address: _____

Website: _____

Project Contact – name, email, phone: _____

Application organization profile _____

Authorization: Chief Executive Officer (printed name):

Signature: _____ **Date:** _____

Attachment B – Application Template

STATE OF NEW JERSEY DEPARTMENT OF HUMAN SERVICES Application Template

All bidders must submit a written response that addresses the following topics, adheres to all instructions, and includes supporting documentation as noted below:

INTRODUCTION AND CONTEXT

1. Please provide a brief summary description your organizations' role in participating in the ENJF initiative. Include overview of organizational work, programs, and initiatives. *(1-2 paragraphs)*
2. Please provide a brief profile of experience working with communities (regionally and/or demographically) who may benefit from the ENJF if applicable. *(1-2 paragraphs)*. Bidders are encouraged to include the following types of information in their profile:
 - Background information on demographics within the target geography for the ENJF. This background does not need to be a highly complex analysis. This can include a simple outline of communities served, which may include but should not be limited to immigrant communities from the following geographic regions of origin: Asia/Pacific Islands, Central, South America and the Caribbean, and Africa and individuals re-entering from the justice system, recently incarcerated and released.
 - Experience providing services to geographically diverse communities across the state with a particular focus in counties with significant COVID impact and/or larger numbers of excluded populations. Those counties are: Essex, Passaic, Hudson, Union, Middlesex, Mercer, Monmouth, Ocean, Camden, Cumberland and Atlantic. Note any interests in partnering organizations/strategic collaborators/community champions to potentially integrate into this initiative;

PROPOSAL NARRATIVE *(1 -2 pages)* - Address the following questions:

1. What is your experience working with the communities that may benefit from the ENJF?
2. Have you implemented social service programs that required eligibility screening and supporting documents review? If so, how many clients were served.
3. Have you provided accurate information to ethnically diverse communities on public programs or initiatives? If so, how many people were reached by your efforts.
4. What is your customer service experience? Including serving clients over the phone, in person, and/or remotely?
5. How is your organization prepared to take on this project and scale up as needed for a short period of time? Please note any specific structural capacity that exists to take on this initiative, including resources for applicant support.
6. Note any partnerships with other community based organizations on this project, including outreach, education, and application support.

STAFFING PLAN *(2-3 paragraphs)*

1. Briefly describe staffing capacity and plan to meet the needs of this initiative in a short period of time.

2. Please provide brief list of key members and their language access and/or cultural competency experience.
3. Note any projections for additional temporary staff for this project.

Budget Template Form	
Organization Name:	
Total Estimated Applications to be Processed:	
Cost Breakdown	
Personnel - Wages	\$ -
Personnel - Fringe	\$ -
Consultants/Temporary Staffing	\$ -
Computers/Equipment	\$ -
Materials, Supplies, Printing	\$ -
Subcontracting/Partner costs	\$ -
Translation/Interpretation costs	\$ -
Travel	\$ -
Other	\$ -
Total	\$ -
Additional Information:	
<p>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.</p>	

Attachment C – Addendum to RFP for Social Service and Training Contracts

STATE OF NEW JERSEY DEPARTMENT OF HUMAN SERVICES ADDENDUM TO REQUEST FOR PROPOSAL FOR SOCIAL SERVICE AND TRAINING CONTRACTS

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.

As used in this document, "successful bidder" means any person, firm, corporation, or other entity or representative or employee thereof that offers or proposes to provide goods or services to or performs any contract for the Department of Human Services.

In compliance with Paragraph 3 of Executive Order No. 189, no successful bidder 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 successful bidder 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 successful bidder shall be reported in writing forthwith by the provider agency to the Attorney General and the Executive Commission on Ethical Standards.

No successful bidder 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 successful bidder 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 successful bidder 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 successful bidder 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 successful bidder 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 successful bidders under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate.

Attachment D – Statement of Assurances

Department of Human Services Statement of Assurances

As the duly authorized Chief Executive Officer/Administrator, I am aware that submission to the Department of Human Services of the accompanying application constitutes the creation of a public document that may be made available upon request at the completion of the RFP process. This may include the application, budget, and list of applicants (bidder's 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 Human Services, 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 DHS 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 based on 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 based on 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 (NJAC 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 Executive Order 34 and is not presently debarred, proposed for debarment, declared ineligible, or voluntarily excluded. The applicant will have signed certifications on file for all subcontracted funds.
- Understands that this successful bidder is an independent, private employer with all the rights and obligations of such, and is not a political subdivision of the Department of Human Services.
- Understands that unresolved monies owed the Department and/or the State of New Jersey may preclude the receipt of this award.

Applicant Organization

Signature: CEO or equivalent

Date

Typed Name and Title

6/97

Attachment E - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

READ THE ATTACHED INSTRUCTIONS BEFORE SIGNING THIS CERTIFICATION. THE INSTRUCTIONS ARE AN INTEGRAL PART OF THE CERTIFICATION.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

This certification is required by the regulations implementing Executive order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of facts upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system

of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment F

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 is subject to the requirements of Executive Order No. 166. Accordingly, the OSC will post a copy of the contract, including the RFP, 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 G

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 provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**

NOTICE OF FUNDING AVAILABILITY

STATE OF NEW JERSEY DEPARTMENT OF HUMAN SERVICES OFFICE OF NEW AMERICANS

EXCLUDED NEW JERSEYANS FUND PROGRAM

TAKE NOTICE that, in compliance with N.J.S.A. 52:14-34.4, 34.5 and 34.6, the State of New Jersey Department of Human Services (“DHS”) hereby announces the availability of the grant program funds described herein.

Program Name: Excluded New Jerseyans Fund (“ENJF”) Program

Purpose: This Request for Proposals (this “RFP”) is issued by DHS, Office of New Americans (“ONA”) to solicit proposals from eligible service providers able to support the implementation of the ENJF program. Successful bidders must be able to implement by processing applications submitted assisting application in the collection of supporting documentations, and determining eligibility based on that information. Additionally, service providers and/or their partners will assist individuals in submitting applications, and provide program education and outreach to individuals and households potentially eligible for the ENJF program.

Funding determinations will be made by DHS/ONA of approximately \$900,000 available for the services encompassed by the RFP. Anticipated start date is October 18, 2021 and ending when funds are exhausted or on December 30, 2021, whichever is sooner. Amounts will be based on organizational size, capacity and regional reach, starting at \$10,000 and dependent on budget submitted. Funding will also include \$10 monthly payments to vendors for every non-duplicated application completed. Responsible and qualified Bidders must provide a budget using the provided template that outlines all projected costs for outreach, start-up and application processing (using the organization’s best estimate of application capacity during the duration of the program).

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

Available Funding Amount: Total funding is \$900,000 subject to federal and state appropriations.

Who Can Apply/Bidder Qualifications: To be eligible to apply for this funding, the Bidder must satisfy the following requirements:

- The bidder must be a non-profit, for profit or government entity;
- For a bidder that has a contract with DHS or ONA in place when this RFP is issued, that bidder must have all outstanding Plans of Correction (POC) for deficiencies submitted to DHS for approval prior to proposal submission;

- The bidder must be fiscally viable based upon assessment of the bidder's audited financial statements. If a bidder is determined, in DHS' sole description to be insolvent or to present insolvency within the twelve (12) months after bid submission. DHS will deem the proposal ineligible for contract award.
- The bidder must not appear on the [State of New Jersey Consolidated Debarment Report1](#) or be suspended or debarred by any other State or Federal entity from receiving funds;
- **Proposal Procedure:** Effective the Request for Proposal (RFP) is available at <https://www.nj.gov/humanservices/providers/grants/>. A proposal must be submitted that is responsive to the RFP requirements and instructions.

Proposal Receiving Office: Johanna Calle, Director
Office of New Americans
Department of Human Services
P.O. Box 0700
222 South Warren Street
Trenton, NJ 08625

Submission Deadline: Proposals must be received by 4:00 p.m. on September 24, 2021.

Notification Date: Bidders will be notified on or before October 15, 2021.

Sarah Adelman, Acting Commissioner

Date

Wind of the Spirit, Immigrant Resource Center Project Budget

Budget Template Form		
Organization Name:	Wind of the Spirit, Immigrant Resource Center	
Total Estimated Applications to be Processed 2,650:	\$112,625.00	
Cost Breakdown		
Personnel - Wages	\$ 20,000.00	-
Personnel - Fringe	\$ 3,600.00	-
Consultants/Temporary Staffing	\$ 72,025.00	-
Computers/Equipment	\$ 2,000.00	-
Materials, Supplies, Printing, hot Spot	\$ 6,000.00	-
Subcontracting/Partner costs	\$ 3,000.00	-
Translation/Interpretation costs	\$ 1,000.00	-
Travel	\$ 4,000.00	-
Other	\$ 1,000.00	-
Total	\$112,625.00	-
Additional Information:		
This budget is base in outreach and completing the evaluation process of 2,650 applications.		
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.		

SAMPLE APPLICATION _ PLEASE FILL IN YOUR ORGANIZATIONAL SPECIFICS WHERE NOTED.

NOTE: Application should only be 5-6 pages

Organizational Capacity - 20 points

[Wind of the Spirit Immigrant Resource Center] is part of the Excluded New Jerseyans coalition, a group of more than two dozen faith, community, labor and service organizations with deep, grassroots, statewide reach with immigrant communities and individuals re-entering society after incarceration. Our coalition is applying together for this grant on separate applications. We are applying to conduct outreach and application assistance and are working with AidKit, an organization with experience delivering millions in aid to thousands of low income individuals in partnership with the government, to process and evaluate applications.

Collectively, the Excluded New Jerseyan coalition has dozens of years of experience providing disaster relief, social and educational services to immigrant communities and re-entering citizens across the state, from Hudson County to Camden County. Our coalition spans almost every immigrant worker sector in the state - from farm workers represented by CATA in the southern part of the state to Northern New Jersey industrial laundry workers from the Laundryworkers Center, Haitian immigrants in Elizabeth, and service workers and domestic workers from National Domestic Workers Alliance across the state. We also work with organizations that represent returning citizens, homeless people and other people that have been excluded from the federal stimulus and/or unemployment. We have coverage in each of the principal counties, including Essex, Passaic, Hudson, Union, Middlesex, Mercer, Monmouth, Ocean, Camden, Cumberland and Atlantic. The Excluded New Jerseyan Fund is the result of our organizing efforts with those who have been left behind from relief for nearly two years.

Our coalition represents groups that speak Spanish, Portuguese, Haitian-Creole.

Collectively, our organization plans to reach 200,000 individuals to inform them of the opportunity to apply for the funds and to support 10,000 individuals to apply for and process the application and evaluate those applications.

Wind of the Spirit will reach around 3,250 people in Bernardsville, Bridgeton, Camden, Dover, Elizabeth, East Orange, Highland Park, Lakewood, Kearney, Madison, Morristown, Morris Plains, Newark, New Brunswick, Orange, Parsippany, Passaic, Paterson, Perth Amboy, Plainfield, Randolph, Rahway, Ridgedale Park, Rockaway, Trenton, and other towns.

Our organization is partnering with Aidkit, LLC to provide application processing support. AidKit's software and processes enable programs to efficiently deliver cash aid to those in need.

Aidkit supports the entire process lifecycle, including program design and training, applicant recruitment and screening, review and approvals, and payment delivery and tracking.

Aidkit can identify, aggregate, and catalyze local community-based organizations (CBOs) to reach out to, build trust with, and support the populations in need. AidKit employs a high degree of automation and advanced technology to minimize the human resources required to operate a program, maximize communication with the applicants, and reduce time from application start to payment.

As a result, AidKit has delivered more than \$25M in cash grants to over 18,000 people in 2020, supporting six different programs in Colorado and Utah. This demonstrated experience will be employed to guide and support the Excluded New Jersey coalition on the ENJF program.

Wind of the Spirit (WotS) is an organization that has experience providing culturally relevant and linguistically appropriate services to ethnically diverse immigrant communities. We have been working with the Latinx community for 21 years as well as with the indigenous community from Guatemala who speaks Mam, and K'iche.

Wind of the Spirit (WotS) has the capacity to review applications and supporting documents. For this project the organization is committing to complete around 3,250 applications.

Program Implementation Capacity (30 points)

Our coalition will deploy a multi-pronged approach to processing thousands of applications and conducting outreach to reach hundreds of thousands of excluded community members

o Wind of the Spirit(WotS) has worked on many projects related to social services and financial assistance throughout the years. Most recently, during the year 2020, the organization helped to identify, and outreach the community for many social services and financial assistance available due to the pandemic. The majority of the community targeted was Latinx and indigenous communities from Guatemala.

Wind of the spirit filled in the application and reviewed each application as well.

Some but not all the programs Wind of the Spirit (WotS) implemented were:

- Census2020 in which 1,250 hard-to-reach communities filled in the Census through Wind of the Spirit despite of Covid-19. The outreach was all over Morris County, as well as towns from other counties such as the town of Plainfield, and Orange.
- In the same year of 2020 Wind of the Spirit (WotS) also identified and outreach the community who could benefit from New Jersey Pandemic

Relief Fund (NJPRF), WotS implemented the program and distributed 1.5 Million to around 1,300 families through this fund.

- In the year 2020 Wind of the Spirit (WotS) distributed \$20,000 to 80 day laborers around Morris County and Plainfield, NJ. The fund was through the NDLO emergency grant provided to the day laborers due to Covid-19.
 - Through Protect New Jersey Workers Coalition, currently, Wind of the Spirit (WotS) has implemented and outreach the community to provide training about Covid 19 related issues. Around 500 people in the community have been trained. Approximately \$15,000 dollars were distributed to the community. Wind of the Spirit (WotS) continues to provide training to the community.
- o Some but not all the resources Wind of the Spirit (WotS) has for the project:
- Four (4) is the number of staff that will be dedicated to this project
 - Technological and telephonic resources
 - Cromebooks
 - Printers
 - Hotspots
 - Internet
 - Phone
 - Cellphones
 - o Experience and Capacity:
 - Outreach experience
 - Bilingual Staff (Spanish/English)
 - Mam / Spanish speakers
 - 21 years of experience working with Latinx, indigenous communities from Central America
 - Work in partnership with many churches and community organizations
 - Volunteers

Aidkit has significant experience getting millions of dollars in aid into the pockets of excluded individuals across the country. For example, the Left Behind Works Fund (LBWF) in Colorado, administered through AidKit, is similar to the proposed ENJF program. LBWF serves those who have suffered job loss as a result of COVID, but do not have access to unemployment insurance or CARES Act funding (largely the undocumented). LBWF provides \$1000 cash grants and up to \$7500 in rental assistance to this population. Aidkit administered this program and can draw from its experience in that program in shaping the response in NJ.

While there are not enough details about the type of review required of the ENJF program, the time and resources required to administer and review the applications programs can be instructive and are outlined below:

Colorado Direct Cash - Left Behind Workers Fund

- Average time to complete application:
 - 2.2 calendar days with ~30 minutes of dedicated effort over those days
- Average time to review:
 - 1-3 minutes (information is anecdotal from reviewers)
- Number of applications reviewed:
 - ~23% (1,069 / 4650)
- Percent of applications that needed a correction:
 - 4% (43 / 1069)
 - Facilitated by a high degree of automation in AidKit application for key eligibility assessment areas
- Peak Performance:
 - 2500 applications processed / month
- Resources Required
 - 40 screener/reviewers equivalent to 8 full-time employees

Colorado Rental Assistance - Left Behind Workers Fund

- Average time to complete application:
 - 5.3 days calendar time with ~2 hours of dedicated effort over those days
- Average time to review:
 - 5-10 minutes
- Number of applications reviewed:
 - 100% (1498)
- Percent of applications that needed a correction:
 - 31% (469 / 1498 apps needed corrections)
 - Higher rate due to assessment of no-lease & defect lease situations (situations where the correct documentation was not available)
- Peak Performance:
 - 580 applications processed / month
- Resources Required
 - 40 screeners equivalent to 8 full-time employees
 - 4 reviewers equivalent to 2 full-time employees

- **Program Outreach, Education and Support Capacity (25 points)**

Our coalition has a broad depth and reach. Organizations include: American Friends Service Committee, Casa Freehold, Fait in New Jersey, Laundry Workers Center, Make the Road NJ, National Domestic Workers Alliance, Latino Action Network Foundation, New Labor, Unidad Latina en Accion NJ, Wind of the Spirit, CATA Farmworkers, Aidkit, National Day Laborer Organizing Network. We are also provided with in kind support by the New Jersey Alliance for Immigrant Justice, a network of more than forty different immigrant serving organizations. The NJAIJ will amplify the program on social media, provide resources to its membership base and will promote application clinics.

Collectively, the Excluded New Jerseyan coalition will reach 200,000 individuals and provide direct application assistance to 10,000.

Our organization is prepared to complete 3,250 applications.

The Excluded New Jerseyans coalition has already started collecting names and contact information of individuals who are interested in applying for the Excluded New Jerseyans' fund. In fact, our coalition has already assisted in giving millions in aid to more than 5,000 excluded individuals in partnership with private donors, including the New Jersey Pandemic Relief fund. We have been holding weekly meetings, Facebook livestreams and webinars to provide information to community members to help them prepare to apply and to inoculate against predatory actors that may attempt to defraud community members when the application goes live.

With the state funding the Excluded New Jerseyans coalition will deploy its canvassing and outreach staff will follow up with these individuals via email, text, phone and social media to update them on the timeline of the application and make sure that they do not get scammed by fraudsters promising to get this benefit for them in exchange for large sums of money. In the weeks leading up to the release of the application we will make sure that community members are gathering necessary documents and compiling the strongest most accurate possible application, so they can claim the maximum benefit to which they are entitled. Once the application goes live our culturally competent frontline staff will provide direct assistance to individuals to help them apply.

Our application assistance will include office hours open at each of our community centers, large scale application assistance clinics 5-6 times a week across the state to reach 100-200 individuals at a time in key locations, and virtual and telephonic sessions to provide application navigation assistance.

We will use all of the earned and social media tools at our disposal to reach clients and provide up to date, trustworthy information. We are regularly asked to appear on popular news outlets, such as Univision, and others, which has strengthened our legitimacy and allows us to connect with clients in hard-to-reach communities. We will also conduct outreach and application assistance at schools, churches and other key institutional partners across the state.

Our coalition has already reserved web domains to create a website to direct individuals to update and accurate information. We will continually update our new web pages with information as it becomes available, put out multilingual information in a variety of formats, provide livestreams and webinars, do digital ads (and possibly radio ads) to keep our communities in the loop. We will also do multilingual KYRs and informational town halls that reach the state's densest immigrant communities.

AidKit will use its experience and capabilities to assist the Excluded NJ coalition in the following ways (assuming API access is provided to the ENJF application and review system):

- Review process management (provide tools to support the review process and manage the review process across the coalition's CBOs, including capacity planning and application routing)
- Identify problematic applications (create flags for problematic applicants and create processes to manage CBO review questions)
- Create or enhance communication channels for applicants & reviewers (integrate communication channels for applicants to get support and for reviewers to work with applicants to address issues within an application)
- Provide recommendations on system enhancements to the State of New Jersey to create efficiencies in the review process

o Wind of the Spirit (WotS) is a 501(C)(3) who has been working with the immigrant community for 21 years. Works with the most hard-to-reach community since the year 2000. The organization is highly trusted by the immigrant community including the undocumented and indigenous community. Our staff is bilingual which is essential to be able to communicate with our community. Throughout the twenty one years working with the community, Wind of the Spirit has provided public education including Health and Safety, and Civil engagement trainings; as well as forums, clinics, etc.

o For the purpose of this application Wind of the Spirit is committed to outreach 3,250 people

o The organization has technological and telephonic resources such as 15 Chromebooks, hotspots, printers, internet, phone, and cellphones. These resources allow the organization to reach out the community.

o Wind of the Spirit has a strong social media presence in Facebook and Instagram. Instagram followers are 1,295, Facebook has 3,575 likes and 3,934 followers. WotS also has Twitter and it has 1,838 followers.

Wind of the Spirit
Immigrant Resource Center



Viento del Espíritu
Centro de Recursos para Inmigrantes

Our Mission:

Our mission is to educate, organize and mobilize the immigrant community and our allies for just and humane migration policies, advocate for human rights and dignity for all people, promote solidarity and a world of justice and peace.

Nuestra Mision:

Nuestra misión es educar, organizar, y movilizar a la comunidad inmigrante y aliados por una política migratoria justa y humana, advocating por los derechos humanos y la dignidad de todas las personas, promovemos la solidaridad y un mundo de justicia y paz.

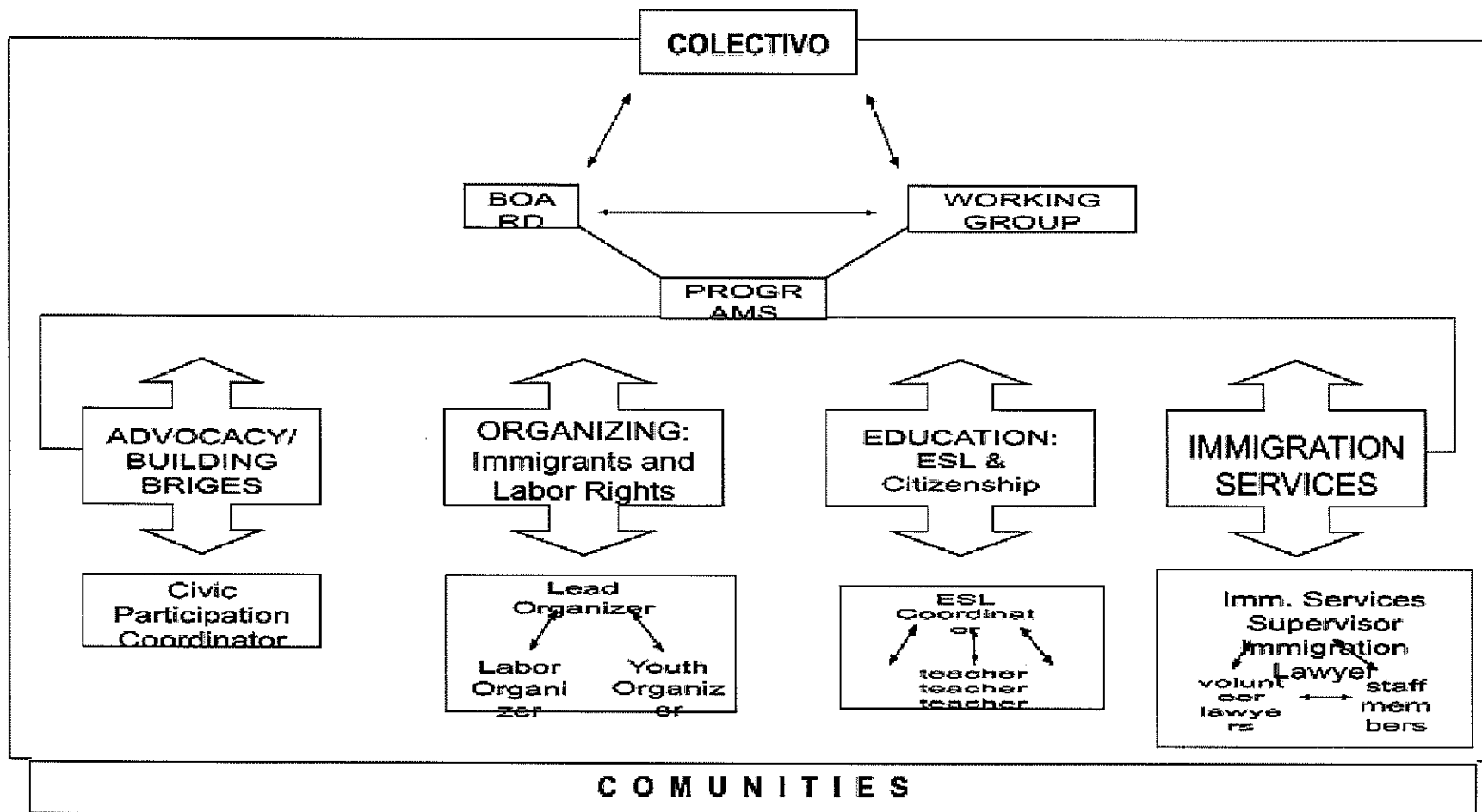
40 Sussex Ave. / P.O Box 345 Morristown, N.J. 07960

T: 973-538-2035 / email:office@wotsnj.org

"If you let the wind be still, what will you hear in prayer?"



Wind of the Spirit
Centro de Recursos para los Inmigrantes



Job Description

Co- Coordinator: supervises all aspects of the organization including the organizing, services and legal departments, as well as communications, operations, fundraising and administration teams.

Organizer: conduct community outreach to individuals eligible for the Excluded New Jerseyan fund through street outreach, building relationships with other institutional partners and social media outreach.

Application specialists: support community members to collect documentation, screen eligibility and complete application for the ENJF.

Current Staff Allocated to Program

Co- Coordinator: Diana Mejia

Co- Coordinator: Nery Torres

Community Organizer: Caron Fajardo

Administrative Assistant: Gloria E. Blanco



J. A. BESSER
&
COMPANY, LLC
CERTIFIED PUBLIC ACCOUNTANTS
e-mail joeb@jbessercpa.com

October 1, 2021

Wind of the Spirit Immigrant Resource Center, Inc.
40 Sussex Avenue
Morristown, NN 07960

We will be conducting the audit of Wind of the Spirit Immigrant Resource Center, Inc. for the year ending December 31, 2020. The audit will be a full scope audit, on accordance with US generally accepted accounting principles.

The accountant in charge is Joseph Besser, CPA and can be reached at 973-335-1214.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joseph A. Besser', written over a large, loopy scribble.

J A Besser & Company, LLC
Joseph A Besser, CPA

Wind of the Spirit Board 2021

Last Name, Name	Term
Buitrago, Gloria Ines	Second Term
Escobar, Kevin	First Term
Jimenez, Laura Paola	First Term
Mejia, Rigoberto	Second Term
Ruiz, Karol Y.	Third Year Term
Ruiz , Juan Carlos	First Term
Torralba, Jose L.	Third Year Term
Vargas, Maria E.	Second Term
Velez, Yolanda	First Term

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
SHORT FORM STANDING**

**WIND OF THE SPIRIT IMMIGRANT RESOURCE CENTER, INC.
0100833683**

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Non-Profit Corporation was registered by this office on November 08, 2000.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and office are:

MARIA E VARGAS
40 SUSSEX AVE.
1FL
MORRISTOWN, NJ 07960



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 17th day of January, 2020

*Elizabeth Maher Muoio
State Treasurer*

Certificate Number : 6104163953

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp



New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0774525 FOR WIND OF THE SPIRIT IMMIGRANT RESOURCE CENTER IS VALID.

ATTACHMENT D

STATEMENT OF ASSURANCES

As the duly authorized Chief Executive Officer/Administrator, I am aware that submission to the Department of Human Services of the accompanying application constitutes the creation of a public document and as such may be made available upon request at the completion of the RFP process. This may include the application, budget, and list of applicants (bidder's 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 Human Services, 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 DHS 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 1975c. 127 (NJAC 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.

Will comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191 and the regulations adopted thereunder by the Secretary of United States Department of Health and Human Service (45 CFR, Parts 160, 162 and 164)

Attachments gen2.doc (rfpsampleddocuments folder)

ATTACHMENT D
Page 2

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 Executive Order 66 and is not presently debarred, proposed for debarment, declared ineligible, or voluntarily excluded. Will have on file signed certifications for all subcontracted funds.

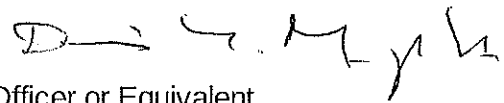
Understands that this provider agency is an independent, private employer with all the rights and obligations of such, and is not a political subdivision of the Department of Human Services.

Understands that unresolved monies owed the Department and/or the State of New Jersey may preclude the receipt of this award.

WIND OF THE SPIRIT IMMIGRANT RESOURCE CENTER

Applicant Organization

Signature: Chief Executive Officer or Equivalent



10/1/2021 DIANA MEJIA - CO-COORDINATOR

Date Typed Name and Title

ATTACHMENT E

**READ THE ATTACHED INSTRUCTIONS BEFORE SIGNING THIS
CERTIFICATION.
THE INSTRUCTIONS ARE AN INTEGRAL PART OF THE CERTIFICATION.**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DIANA MEJIA, CO-COORDINATOR

Name and Title of Authorized Representative



Signature

10/1/2021

Date

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion
Lower Tier Covered Transactions**

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of facts upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,

suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

Attachments gen2.doc (rfpsampleddocuments folder)

ATTACHMENT E

Page 3

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Wind of the Spirit References

Reference 1:

- Organization: National Domestic Workers (NDWA)
- Contact: Virgilio Aran
- [REDACTED]

Reference 2

- Organization: New Labor
- Contact: Luis Kimmel
- [REDACTED]

Reference 3

- Organization: Make the Road NJ
- Contact: Sara Cullinane
- [REDACTED]

Reference 4

- Organization: Faith in New Jersey
- Contact: Charlene Walker
- [REDACTED]

9/30/21

To whom it may concern:

This letter serves as reference to our longstanding successful collaboration with Wind of the Spirit and their inevitable success in carrying out their proposal to supporting the Excluded New Jerseyans Program outreach and implantation

New Labor (Education & Training Institute, Inc) is an organization of mostly Latinx immigrant workers that educates and advocates for improved conditions of work while providing a voice for immigrant workers in the community. We have centers and reach in Newark, New Brunswick and Lakewood, NJ covering Essex, Middlesex and Ocean Counties.

As an organization we have collaborated with Wind of the Spirit since 2000 on a variety of issues facing "hard-to-reach" immigrant workers in New Jersey, from access to drivers licenses for all, to workplace health and safety trainings. In our collaboration, it is very apparent that Wind of the Spirit knows the community because they are part of the community. As such, they have trust, respect and buy in, all things necessary for success for outreach. Continuing, Wind of the Spirit has a dedicated sizable staff that is in constant communication. This is necessary for successful implantation.

Please feel free to contact me for further information (732) 246-2900.

We look forward to supporting Wind of the Spirit's successful outreach and implantation of their proposal for the Excluded New Jerseyans Program.

Sincerely,



Louis Kimmel
Executive Director





215 Elm Ave
Rahway, NJ 07065
(609) 256-4118

October 1, 2021

Dear Department of Human Services,

I am writing to express Faith in New Jersey's support for the work of Wind of the Spirit (WOTS). As one of the oldest immigrant led human rights organizations in New Jersey they have the well earned respect of organizations across the state, including ours. We are confident in their ability to meet the needs of the immigrant community with this grant.

Our organization has been in close relationship with WOTS since our inception in 2015. We have learned together with collective training and worked on community organizing goals for the advancement of human rights together. We are always impressed by their commitment to the leadership development of their members; which we believe gives them a pool of people to employ for this grant which requires them to begin work immediately once awarded.

We can also attest to their experience in working with immigrant communities to complete time consuming applications. During this pandemic we saw WOTS leaders complete applications and deliver debit cards made available through philanthropy to over 1000 immigrants in need. They have also run DACA clinics to aid in the completion of the extensive application with great success, which further demonstrates their ability to handle the processing of needed forms.

Outside of the important skills needed to execute the excluded fund, and their enormous reach within immigrant communities; we believe what makes them an ideal recipient is the way they show up authentically for communities with love to ensure people live the best lives of their choosing. In closing WOTS has Faith in New Jersey's full support.

Sincerely,

Charlene Walker | Executive Director | Faith in New Jersey