

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

This Third Amendment (this “Amendment”) to the Agreement by and between Wind of the Spirit Immigrant Resource Center (the “Contractor”), and the State of New Jersey, Department of Human Services (“DHS”) dated October 21, 2021 (the “Agreement”) is made effective as of May 8, 2022 (the “Effective Date”) (DHS and the Contractor, collectively the “Parties”).

RECITALS

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

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

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

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

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

WHEREAS, DHS and the Contractor signed an extension retroactive to December 31, 2021 (the “Extension”) which extended the term of the Agreement to February 16, 2022;

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

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

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

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

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

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

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

A. Amendment Terms

- I. The Agreement is extended through July 31, 2022. The Contractor agrees that DHS, in its sole discretion, may extend the Agreement an additional four (4) weeks through August 31, 2022.
- II. The Scope of Work, as amended by the First Amendment, shall remain in full force and effect for the remaining term of the Agreement. The Contractor agrees that DHS, in its sole discretion, may extend the Agreement on a weekly basis thereafter.
- III. The Budget for the period beginning May 8, 2022 through July 31, 2022 shall be \$153,600 as set forth on Attachment A hereto incorporated by reference herein. In the event this Agreement is extended for an additional four (4) weeks, the Contractor agrees to a weekly budget of \$12,800.00. All other cost documentation requirements in the Agreement shall remain in full force and effect through the remaining term of the Agreement.
- IV. The Parties agree to be bound by all other requirements, terms and conditions of the Agreement, the First Amendment and the Second Amendment, not otherwise modified by this Amendment.

B. General Provisions

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

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

Wind of the Spirit Immigrant Resource Center

Diana Y. Mejia
Signature

06-08-2022
Date

Diana Y. Mejia
Print Name and Title

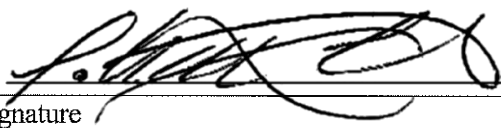
Attachment A
Amended Budget
May 8, 2022 through July 31, 2022

Organization Name:	Wind of the Spirit, immigrant Resource Center	
Total Estimated Applications to be Processed:	153,600	
Cost Breakdown		
Personnel - Wages	\$	34,000
Personnel - Fringe	\$	8,200
Consultants/Temporary Staffing	\$	84,000
Subcontracting/Partner costs	\$	10,800
Travel	\$	4,000
Other	\$	12,600
Total	\$	153,600
Additional Information:		
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.		

*Weekly rate if Agreement is extended

\$12,800.00/week

State of New Jersey
Department of Human Services


Signature

6/8/2022
Date

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

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

This Second Amendment (this "Amendment") to the Agreement by and between Wind of the Spirit Immigrant Resource Center (the "Contractor"), and the State of New Jersey, Department of Human Services ("DHS") dated October 21, 2021 (the "Agreement") is made effective as of February 15, 2022 (the "Effective Date") (DHS and the Contractor, collectively the "Parties").

RECITALS

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

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

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

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

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

WHEREAS, DHS and the Contractor signed an extension retroactive to December 31, 2021 (the "Extension") which extended the term of the Agreement to February 16, 2022;

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

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

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

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

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

A. Amendment Terms

- I. The Agreement is extended through April 16, 2022. The Contractor agrees that DHS, in its sole discretion, may extend the Agreement an additional two (2) weeks through April 30, 2022.
- II. The Scope of Work, as amended by the First Amendment, shall remain in full force and effect for the remaining term of the Agreement.
- III. The Budget for the period beginning February 15, 2022 through April 16, 2022 shall be \$102,400 as set forth on Attachment A hereto incorporated by reference herein. In the event this Agreement is extended for an additional two (2) weeks, the Contractor agrees to a weekly budget of \$12,800. All other cost documentation requirements in the Agreement shall remain in full force and effect through the remaining term of the Agreement.
- IV. The Parties agree to be bound by all other requirements, terms and conditions of the Agreement and the First Amendment, not otherwise modified by this Amendment.

B. General Provisions


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

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

Wind of the Spirit Immigrant Resource Center

<u>Diana Y. Mejia V.</u> Signature	<u>March 4, 2022</u> Date
<u>DIANA Y. MEJIA V.</u> Print Name and Title	

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

<u></u> Signature	<u>3/5/2022</u> Date
<u>Johanna Calle, Director, Office of New Americans</u> Print Name and Title	

Attachment A

Amended Budget

February 15, 2022 through April 16, 2022

Organization Name:	Wind of the Spirit, immigrant Resource Center	
Cost Breakdown		
Personnel - Wages	\$	34,000
Personnel - Fringe	\$	8,200
Consultants/Temporary Staffing	\$	37,800
Subcontracting/Partner costs	\$	5,400
Travel	\$	6,000
Other	\$	11,000
Total	\$	102,400
Additional Information:		
2 coordinators - PT 20 hr each, 3 FT 40 hr + overtime, 10 PT 20 + for each		
Please note that documentation of actual costs, including timesheet documents, must be submitted to DHS upon program completion. Grant funding in excess of actual costs must be returned to DHS.		

* Weekly rate if Agreement is extended until April 30,2022

\$12,800.00/week

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

This Amendment (this “Amendment”) to the Agreement by and between Wind of the Spirit Immigrant Resource Center (the “Contractor”), and the State of New Jersey, Department of Human Services ("DHS") dated October 21, 2021 (the “Agreement”) is made effective as of February 4, 2022 (DHS and the Contractor, collectively the "Parties").

RECITALS

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

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

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

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

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

WHEREAS, DHS and the Contractor signed an extension retroactive to December 31, 2021 (the “Extension”) which extended the term of the Agreement to February 16, 2022;

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

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

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

A. Amendment Terms

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

available for the services under the reduced Scope of Work in Attachment A. All other cost documentation requirements in the Agreement shall remain in full force and effect through the remaining term of the Agreement.

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

B. General Provisions

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

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

Wind of the Spirit Immigrant Resource Center

Diana Y. Mejia V.
Signature

02-04-2022
Date

Diana Y. Mejia V.
Print Name and Title

State of New Jersey
Department of Human Services

[Signature]
Signature

2/8/2022
Date

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

Attachment A

Amended Scope of Work

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

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

This extension of the agreement (this "Extension") is retroactive to December 31, 2021, by and between Wind of the Spirit Immigrant Resource Center, (the "Contractor"), 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 has established the Excluded New Jerseyans Fund ("ENJF") with a funding allotment of \$40 million from Federal Coronavirus Relief Funds (CRF) to provide a one-time, direct cash benefit to New Jersey households with incomes at or below \$55,000 who have suffered an economic hardship due to COVID-19 and were excluded from or ineligible for federal stimulus checks and/or pandemic related unemployment assistance, including undocumented individuals, individuals re-entering from the justice system, and any other individuals otherwise excluded;

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

WHEREAS, DHS and the Contractor signed an agreement dated October 21, 2021 (the "Agreement") which expires on December 31, 2021;

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

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

- I. The Agreement is extended from January 1, 2022 to February 16, 2022.
- II. Pricing and services in the Agreement will remain the same, effective upon execution of this Extension.
- III. Terms and Conditions - The Parties agree to be bound by all other requirements, terms and conditions of the Agreement, not otherwise modified by this Extension.
- IV. Execution of Extension - The parties hereto agree that this Extension may be executed in counterpart, each original signed page to become part of the original document.

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

Wind of the Spirit Immigrant Resource Center

Diana Y. Mejia 02-01-2022
Signature Date

Diana Y. Mejia, Co-director.
Print Name and Title

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

[Signature] 2/3/2022
Signature Date

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